

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Accelchip, Inc.		10/20/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Xilinx, Inc.		
Street Address:	2100 Logic Drive		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95124		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3009444	ACCELCHIP	
Registration Number:	3030204	ACCELWARE	
Registration Number:	3030205	ACCELVIEW	
CORRESPONDENCE DATA			
Fax Number:	(650)857-0663		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-843-5000		
Email:	trademarks@cooley.com		
Correspondent Name:	Britt L. Anderson, Esq.		
Address Line 1:	3000 El Camino Real		
Address Line 2:	Five Palo Alto Square		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	301567-201 (XILINX, INC.)		
NAME OF SUBMITTER:	Britt L. Anderson		

CH \$90.00 3009444

Signature:

/Britt L. Anderson/

Date:

10/25/2006

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made and effective as of October 20, 2006 by and between, AccelChip, Inc., a Delaware Corporation ("Seller"), and Xilinx, Inc., a Delaware corporation ("Purchaser").

WHEREAS, Seller has adopted, owns and uses the registered trademarks set forth in Attachment 1 (collectively, the "Marks");

WHEREAS, Purchaser desires to acquire all of Seller's right, title and interest in and to the Marks pursuant to the Agreement and Plan of Merger between Seller and Purchaser dated as of January 9, 2006.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Seller hereby sells, assigns and transfers to Purchaser, its successors and assigns, all its right, title and interest in and to the Marks, including all common law rights, in the United States of America, and all other countries and jurisdictions of the world, together with the goodwill of the business symbolized by the Marks, and that portion of the business of Seller and all intellectual property rights to which the Marks and Applications pertain.

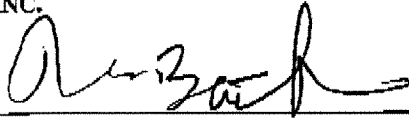
2. Seller hereby assigns to Purchaser all causes of action, claims and rights to damages or profits, due or accrued, arising out of past infringement of the Marks, or injury to the goodwill associated with the Marks, as well as the rights to sue for and recover the Marks in Purchaser's own name.

3. Seller represents and warrants that it will cooperate in any actions necessary for Purchaser to prosecute, renew or register its rights, title and interests in and to the Marks, including United States and foreign registrations, and to cooperate in any actions brought to enforce the rights accompanying this Assignment against third parties.

IN WITNESS WHEREOF, Seller and Purchaser have each caused this Trademark Assignment Agreement to be duly executed and delivered as of the date first written above.

PURCHASER:

XILINX, INC.

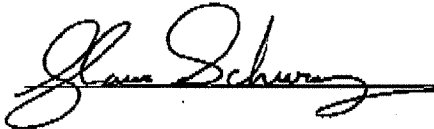
By: 

Print Name: William Barthell

Title: Director - Legal Ops

SELLER:

ACCELCHIP, INC.

By: 

Print Name: Hans Schwarz

Title: President

ATTACHMENT 1

Trademark	Registration Date	U.S. Registration No.
ACCELCHIP	October 25, 2005	3,009,444
ACCELWARE	December 13, 2005	3,030,204
ACCELVIEW	December 13, 2005	3,030,205

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