

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cypress Semiconductor Corporation		10/11/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Spectra Linear, Inc.		
Street Address:	2200 Laurelwood Road		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2268949		
Registration Number:	2396195	DIAL-A-DB	
Registration Number:	1694052	IMI	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins, LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	PROJECT MONTEREY		
NAME OF SUBMITTER:	Kristin J. Azcona		

OP \$90.00 2268949

Signature:	/kristinjazcona/
Date:	10/30/2006
Total Attachments: 6 source=Cypress IP Assignment Agreement#page1.tif source=Cypress IP Assignment Agreement#page2.tif source=Cypress IP Assignment Agreement#page3.tif source=Cypress IP Assignment Agreement#page4.tif source=Cypress IP Assignment Agreement#page5.tif source=Cypress IP Assignment Agreement#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “**Assignment**”) is made and entered into as of October 11, 2006, by and between Spectra Linear, Inc., a Delaware corporation (“**Assignee**”) and Cypress Semiconductor Corporation, a Delaware corporation (“**Assignor**”). Each capitalized term used but not defined herein shall have the meaning ascribed to such term in that Asset Purchase Agreement, dated as of October 1, 2006, between the Assignor and Assignee (the “**Purchase Agreement**”).

RECITALS

A. Assignor and Assignee are parties to the Purchase Agreement, pursuant to which Assignor has agreed to sell, transfer and assign to Assignee, and Assignee has agreed to accept and assume from Assignor, the Transferred Assets, including the Transferred IP.

B. This Assignment is entered into in connection with Assignor’s issuance of a Bill of Sale in order to provide to Assignee a recordable instrument and to supplement and perfect the transfer of the Transferred IP.

AGREEMENT

For good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby irrevocably sell, assign, transfer, convey, set over, and deliver, and cause its Subsidiaries irrevocably to sell, assign, transfer, convey, set over, and deliver to Assignee, in perpetuity and throughout the world, Assignor’s entire right, title, and interest in and to any and all of (i) the Patents listed on Schedule A to this Assignment, and all rights in any renewals, extensions, continuations, continuations-in-part, reissues, re-examinations, divisions, substitutes or equivalents thereof, based on any of such Patents, in the United States and all foreign countries, and (ii) the trademarks listed on Schedule B to this Assignment, together with the goodwill symbolized by and associated with such trademarks.

2. Assignor shall execute or cause to be delivered to Assignee such instruments and other documents, and shall take such other reasonable actions at Assignee’s expense, as Assignee may reasonably request after the Closing Date, for the purpose of carrying out, evidencing, vesting or perfecting the assignment of the Patents listed on Schedule A and the trademarks listed on Schedule B pursuant to this Assignment; provided that any such actions required in connection with assignment of such Patents and trademarks to Assignor (prior to assigning such items to Assignee) shall be at Assignor’s expense.

3. This Assignment shall be governed by and construed and enforced in accordance with the applicable laws of the state of California without regard to any principles governing conflicts of laws.

4. This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of executed counterparts transmitted by electronic facsimile or other means of electronic transmission shall be considered original executed counterparts of this Assignment.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered as of the date first written above.

CYPRESS SEMICONDUCTOR CORPORATION

By:  (W)

Name: Brad W. Buss

Title: Chief Financial Officer & EVP

ACKNOWLEDGED AND
ACCEPTED:

SPECTRA LINEAR, INC.

By: _____

Name: Ilhan Refioglu

Title: Chief Executive Officer

Signature Page of Intellectual Property Assignment

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered as of the date first written above.

CYPRESS SEMICONDUCTOR CORPORATION

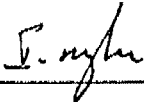
By: _____

Name: Brad W. Buss

Title: Chief Financial Officer & EVP

ACKNOWLEDGED AND
ACCEPTED:

SPECTRA LINEAR, INC.

By: 

Name: Ilhan Refioglu

Title: Chief Executive Officer

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Schedule A

Patents:

Case Number	Date	Patent Number	Title	Inventor	Entity
CD00060	Issued- 11/08/05	6,963,992	Method and Apparatus for Over-Clocking Recovery in a PLL	Kim, Hyunbae	Cypress
CD04145-P	Filed- 12/20/04		An Algorithm for Limiting The Overshoot and Undershoot When Turning On the Spread Spectrum of a PC Clock	Li, Gabriel	Cypress
CD04145	Filed- 12/13/05		An Algorithm for Limiting The Overshoot and Undershoot When Turning On the Spread Spectrum of a PC Clock	Li, Gabriel	Cypress
CD05001-P	Filed- 01/27/05		Analog Based, State Machine Controlled, Frequency Smooth Switching Method for Frequency Timing Generators	Yildiz, Aysel	Cypress
CD05001	Filed- 01/26/06		Analog Based, State Machine Controlled, Frequency Smooth Switching Method for Frequency Timing Generators	Yildiz, Aysel	Cypress
IMI94130	Issued- 09/24/97	5,559,477	Pulse Generator Having Controlled Delay to Control Duty Cycle	Hoefl, Werner	IMI
IMI94900	Issued- 07/08/97	5,646,955	Apparatus for Measuring Cycle to Cycle Jitter of a Digital Signal	Tozun, Orhan	IMI
IMI98110	Issued- 10/10/00	6,130,541	Adaptive Driver with Capacitive Load Sensing and Method of Operation	Ozguic, Ismail H.	IMI
CD06061-P	Filed- 06/07/06		Low Voltage Single-Level Differential Fet Logic Architecture	Lombaard, Carel	Cypress

Schedule B

Trademarks:

Case Number	Trademark	Country Name	Status	Application Number	Filing Date	Registration Number	Registration Date
87233-0084	{IC WORKS LOGO}	United States of America	Registered	75/506,901	22-Jun-1998	2,268,949	10-Aug-1999
87233-0130	DIAL-A-DB	United States of America	Registered	75/396,607	26-Nov-1997	2,396,195	17-Oct-2000
87233-0096	IC WORKS	United States of America	Registered	75/165,557	28-Mar-1997	2,165,557	16-Jun-1998
87233-0131	IMI	United States of America	Registered	74/019,071	16-Jan-1990	1,694,052	16-Jun-1992