

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PortalPlayer, LLC	FORMERLY PortalPlayer, Inc.	01/05/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NVIDIA Corporation		
Street Address:	2701 San Tomas Expressway		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95050		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78785417	PREFACE	
CORRESPONDENCE DATA			
Fax Number:	(650)849-7400		
	<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/Cooley Godward Kronish		
Address Line 1:	3000 El Camino Real		
Address Line 2:	Five Palo Alto Square, 4th Fl.		
Address Line 4:	Palo Alto, CALIFORNIA 94306-2155		
ATTORNEY DOCKET NUMBER:	140060-208 PREFACE		
NAME OF SUBMITTER:	Britt L. Anderson		
Signature:	/Britt L. Anderson/		
Date:	09/20/2007		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment Agreement") is made and effective as of January 5, 2007, by and between, PortalPlayer, LLC, a Delaware limited liability corporation ("Seller"), and NVIDIA Corporation, a Delaware corporation ("Purchaser").

WHEREAS, Seller has adopted and is using the trademark under the application set forth in Attachment 1 of this Agreement (the "Mark");

WHEREAS, Purchaser desires to acquire all of Seller's right, title and interest in and to the Mark pursuant to the Agreement and Plan of Merger by and between PortalPlayer, Inc., a Delaware corporation and predecessor to Seller, Partridge Acquisition, Inc., a Delaware corporation and wholly owned subsidiary of Purchaser, and Purchaser, dated November 6, 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 Mark, 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 Mark, and that portion of the business of Seller and all intellectual property rights to which the Mark pertains.
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 Mark, or injury to the goodwill associated with the Mark, as well as the rights to sue for and recover the Mark 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 Mark, 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:

NVIDIA CORPORATION


By: 

Print Name: Kimberly G. Winer

Title: Director, Legal

SELLER:

PORTALPLAYER, LLC

By: 

Print Name: KAREN BURNS

Title: DIRECTOR

Attachment 1
Mark

MARK	COUNTRY	APPLICATION/REGISTRATION NO.
PREFACE	U.S.	78/785,417