# 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
Silicon Optix, Inc.		10/20/2008	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Integrated Device Technology, Inc.	
Street Address:	6024 Silver Creek Valley Road	
City:	San Jose	
State/Country:	CALIFORNIA	
Postal Code:	95138	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78389150	HQV
Serial Number:	77133649	HQV SILICON OPTIX
Serial Number:	78369523	REALTA
Serial Number:	76284545	SILICON OPTIX
Serial Number:	76321272	SILICON OPTIX

### CORRESPONDENCE DATA

900123211

Fax Number: (650)213-8158

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 650-213-0300

Email: ahorne@whitecase.com

Correspondent Name: Alexandra J. Horne

Address Line 1: 3000 El Camino Real

Address Line 2: 5 Palo Alto Square, 9th Floor
Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER: 1652930-0002/TB

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NAME OF SUBMITTER:	Alexandra J. Horne			
Signature:	/Alexandra J. Horne/			
Date:	12/19/2008			
Total Attachments: 8 source=Silicon Optix Assignment Agreement#page1.tif source=Silicon Optix Assignment Agreement#page2.tif source=Silicon Optix Assignment Agreement#page3.tif source=Silicon Optix Assignment Agreement#page4.tif source=Silicon Optix Assignment Agreement#page5.tif source=Silicon Optix Assignment Agreement#page6.tif source=Silicon Optix Assignment Agreement#page7.tif source=Silicon Optix Assignment Agreement#page8.tif				

#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "<u>Assignment</u>"), effective as of October 20, 2008, by Silicon Optix Inc., a Delaware corporation ("<u>Assignor</u>"), is in favor of Integrated Device Technology, Inc., a Delaware corporation ("<u>Assignee</u>").

#### RECITALS

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of October 20, 2008 (the "Purchase Agreement"), by and among Assignor, Silicon Optix Canada, Inc., an Ontario corporation, and Assignee, with respect to certain assets owned by Assignor, Assignor has agreed, among other things, to sell, assign, transfer, convey and deliver all of its right, title and interest in and to the Purchased Assets owned by Assignor and transfer certain liabilities to Assignee, and Assignee has agreed to purchase and acquire the Purchased Assets owned by Assignor and to assume those certain liabilities, in each case upon the terms and subject to the conditions of the Purchase Agreement.

#### **AGREEMENT**

NOW, THEREFORE, for and in consideration of the agreements and covenants contained in the Purchase Agreement, and the agreements and covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- 1. <u>Defined Terms</u>. Capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings ascribed to such terms in the Purchase Agreement.
- 2. <u>Assignment of Intellectual Property</u>. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee and its successors and assigns, all of the right, title, and interest of Assignor in and to all of the trademarks set forth in <u>Attachment I</u> hereto (the "<u>Assigned IP</u>"), including without limitation all registrations, renewals and extensions thereof, as well as any corresponding rights in said trademarks, whether registered or unregistered, which may exist or be created under the laws of any jurisdiction throughout the world, and (i) all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (ii) the right to sue for past, present and future infringements thereof, and (iii) the goodwill associated therewith.
- 3. Assistance and Cooperation. Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment and to perfect record title to the Assigned IP in all countries. Assignor further agrees that Assignor will communicate to Assignee and its successors and assigns, any material facts known to Assignor respecting the Assigned IP, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all

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rightful oaths, and generally do everything possible to aid Assignee and its successors and assigns, to obtain and enforce proper protection for the trademarks in all countries.

- 4. <u>Perfection and Recordation</u>. Assignee shall prepare all paperwork that is necessary to perfect and record the assignments of the Assigned IP in the various jurisdictions and shall be responsible for all expenses, including recordation expenses, associated therewith.
- 5. <u>Conflicts.</u> Notwithstanding any other provisions of this Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies and any of the obligations of either Assignee or Assignor set forth in the Purchase Agreement. This Assignment is subject to and controlled by the terms of the Purchase Agreement. Assignor has not executed, and will not execute, any agreement in conflict herewith.
- 6. <u>Entire Agreement</u>. This Assignment and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.
- 7. <u>Binding Assignment</u>. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns.
- 8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of laws principles thereof that would require the application of the laws of any other jurisdiction.
- 9. <u>Severability</u>. If any provision of this Assignment shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Assignment shall not be affected and shall remain in full force and effect, and Assignor and Assignee shall negotiate in good faith to replace such illegal, void or unenforceable provision with a provision that corresponds as closely as possible to the intentions of the parties as expressed by such illegal, void or unenforceable provision.
- 10. <u>Notices</u>. Any notice, request, instruction or other document to be given hereunder by any party to the other shall be in writing and delivered in person or by courier, sent by facsimile transmission, sent via overnight delivery service or mailed by registered or certified mail (such notice to be effective upon receipt), as follows:

If to Assignor, addressed to:

2033 Gateway Place 5th Floor San Jose, CA 95110 Attention: President

Facsimile No.: (408) 487-9298 or 9299

with a copy to:

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Wilson Sonsini Goodrich & Rosati, P.C. 650 Page Mill Road
Palo Alto, CA 94304
Attention: Rob Kornegay

Facsimile No.: (650) 493-6811 Telephone No.: (650) 493-9300

If to Assignee, addressed to:

6024 Silver Creek Valley Road San Jose, CA 95138 Attention: General Counsel Facsimile: (408) 284-8454

with a copy to:

Latham & Watkins LLP 140 Scott Drive Menlo Park, CA 94025 Attention: Mark Roeder

Facsimile No.: (650) 463-2600 Telephone No.: (650) 328-4600

or to such other place and with such other copies as any party may designate as to itself by written notice to the other parties.

11. <u>Counterparts</u>. This Assignment may be executed in two or more 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 telecopy, telefax, email, or other electronic transmission service shall be considered original executed counterparts for purposes of this Section 11, provided that receipt of copies of such counterparts is confirmed.

[Signature Page Follows]

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IN WITNESS WHEREOF, Assignor makes this assignment to Assignee and has caused this Trademark Assignment to be executed as of the date above first written above.

ASSIGNOR:

SILICON OPTIX INC.

Napac: Jun Blun

Title: President and CEU, Socretary

TRADEMARK

**REEL: 003907 FRAME: 0337** 

State of California County of San Mateo \_before me, Belinda Redington, Notary Public, personally who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and personally known to me to be the President, CEO + Secretary of Silicon Optix, Inc., a Delaware corporation, acknowledged that he signed the above and foregoing instrument as his free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him by the board of directors of said corporation for the uses and purposes therein set forth. S WHEREOF, I have hereunto set my hand and notarial seal this 16 day 2008. LEUNDA REDINGTO Commission # 1746600 olary Public - California San Mateo County (Comm. Biples May 22, 2011 My commission expires

IN WITNESS WHEREOF, Assignee accepts the assignment from Assignor and has caused this Trademark Assignment to be executed as of the date above first written above.

ASSIGNEE:

INTEGRATED DEVICE TECHNOLOGY, INC.

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STATE OF CALIFORNIA COUNTY OF SANTA CLARA

On this 17th day of October, 2008, before me, Leslie Hoffmann, a Notary Public, State of California, duly commissioned and sworn, personally appeared, Theodore L. Tewksbury, III, who proved to me on the basis of satisfactory evidence to be the person whose name is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on this instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal:

Zeshi G. Haff

Signature/Seal (notary seal)

LESLIE F. HOFFMANN COMM. #1781883 Notary Public - California Santa Clara County == Sonm. Expires Nov. 24, 2011

## <u>ATTACHMENT I</u>

## LIST OF TRADEMARKS

Trademark	Application Numbers	Registration Numbers
Hollywood Quality Video	78389135 (US)	N/A
HQV	78389150 (US)	3005097 (US)
	827.487.517 (BR)	N/A
	2007-121498 (JP)	5146325 (JP)
	721852 (MX)	902372 (MX)
	94026768 (TW)	94026768 (TW)
	1072635 (AU)	855773 (AÙ, CN, EC, KR,
	855773 (CN)	RU, TR)
	855773 (EC)	
	855773 (KR)	
	855773 (RU)	
	855773 (TR)	
HQV Silicon Optix	77133649 (US)	N/A
	5774328 (EC)	5774328 (EC)
	1166745 (AU)	1166745 (AU)
	5971693 (CN)	N/A
	1341272 (CA)	N/A
	2007-31894 (JP)	N/A
	40-2007-164-03 (KR)	743106
	2007709403 (RU)	357828
	96012172 (TW)	1299459
Reon	78369524 (US)	N/A
Silicon Optix	76321272 (US)	2773049 (US)
	76284545 (US)	2740834 (US)

For purposes of clarity, the unregistered mark "HQV Powered by Teranex" is not included in the Assigned IP.

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**RECORDED: 12/19/2008**