

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amendment to Assignment of Trademarks and Domain Names Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Micron Technology, Inc.		10/03/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aptina Imaging Corporation		
<b>Street Address:</b>	Regatta Office Park		
<b>Internal Address:</b>	West Bay Road		
<b>City:</b>	Grand Cayman Y1-1205		
<b>State/Country:</b>	CAYMAN ISLANDS		
<b>Entity Type:</b>	CORPORATION: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2456155	BEHIND EVERY GREAT DIGITAL IMAGE	
Registration Number:	3056210	DIGITALCLARITY	
Registration Number:	3541633	APTINA IMAGING	
Registration Number:	3623907	APTINA	
Registration Number:	3617158		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(832)446-2443		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	832-446-2400		
<b>Email:</b>	WCTrademark@counselip.com		
<b>Correspondent Name:</b>	John C. Cain		
<b>Address Line 1:</b>	Wong Cabello Lutsch Rutherford & Bruccul		
<b>Address Line 2:</b>	20333 Tomball Parkway, 6th Floor		
<b>Address Line 4:</b>	Houston, TEXAS 77070		
<b>ATTORNEY DOCKET NUMBER:</b>	055-0003,4,5,9,10US		

**CH \$140.00 2456155**

DOMESTIC REPRESENTATIVE

Name: John C. Cain  
Address Line 1: Wong Cabello Lutsch Rutherford & Bruccul  
Address Line 2: 20333 Tomball Pkwy 6th Floor  
Address Line 4: Houston, TEXAS 77070

NAME OF SUBMITTER:	John C. Cain
Signature:	/John C. Cain/
Date:	07/22/2009

**Total Attachments: 10**

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**AMENDMENT TO**

**ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES AGREEMENT**

This **Amendment** ("Amendment") to the **Assignment of Trademarks and Domain Names Agreement** ("TMDNA") is entered into as of October 3, 2008 ("Amendment Effective Date") by and between **Micron Technology, Inc.** ("Micron") and **Aptina Imaging Corporation** ("Aptina").

WHEREAS, Micron and Aptina wish to amend the terms of the TMDNA as provided for within this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

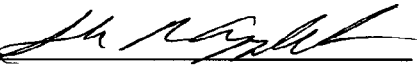
1. The terms of the TMDNA shall be amended as provided for within the version of the Assignment of Trademarks and Domain Names attached hereto as Exhibit A ("Interim Agreement").
2. The terms of the TMDNA shall remain amended as provided for within the Interim Agreement until the Transition Date (as defined below), at which time the TMDNA shall be effective in accordance with its terms without the amendments provided for within the Interim Agreement. "Transition Date" shall mean the effective date set out within the written notice provided by Micron to Aptina which is signed by a duly authorized signing officer of Micron Technology, Inc. and which expressly states that the TMDNA is effective in accordance with its terms without the amendments provided for within the Interim Agreement.
3. Without limiting the foregoing, Section 4 of the Interim Agreement is and shall be deemed to be expressly waived by Micron as of the Transition Date.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives as of the Amendment Effective Date first written above.

MICRON TECHNOLOGY, INC.

APTINA IMAGING CORPORATION

By: 

By: 

Name: Steven R. Appleton

Name: Thomas L. Lewis Jr

Title: Chairman + CEO

Title: Director

REVIEWED  
MTI LEGAL

C.S.

[Signature Page to Amendment to Assignment of Trademark and Domain Names]

TRADEMARK  
REEL: 004028 FRAME: 0828

EXHIBIT A

## ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

1. **FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Micron Technology, Inc.**, a Delaware corporation having its principal place of business at 8000 South Federal Way, Boise, Idaho, United States of America, 83716-9632 ("Assignor") does hereby, subject to the restrictions set out below, assign, transfer and set over to **Aptina Imaging Corporation**, a Cayman Islands corporation having its principal place of business at c/o Citco Trustees (Cayman) Limited, Regatta Office Park, West Bay Road, Grand Cayman, Y1-1205, Cayman Islands, its successors or assigns (hereinafter "Assignee") its entire right, title and interest in and to (a) the U.S. Registered Trademarks, U.S. Trademark Applications, Foreign Trademark Applications, and the Common Law Trademarks listed on the schedule attached hereto as Exhibit A and incorporated herein by reference (collectively, the "Trademarks"), together with the goodwill symbolized by the aforementioned Trademarks listed therein and any right to recover for past infringement thereof, and (b) the Domain Names listed on the schedule attached hereto as Exhibit B and incorporated herein by reference ("Domain Names").

2. At the request of the Assignee and at Assignee's expense, Assignor shall execute and deliver or cause to be delivered, any other instruments of transfer, and shall take or cause to be taken all such other actions as Assignee may reasonably deem necessary or desirable in order to carry out any assignment hereunder or perfect any rights hereunder.

3. Assignor hereby authorizes and requests the Director of the U.S. Patent and Trademark Office, and any other Official of the United States, and the relevant foreign officials, to issue the Trademarks to Assignee and to record assignment of the Trademarks to Assignee.

4. As partial consideration for the assignments provided for herein, Assignee agrees that the Trademarks and Domain Names shall be subject to the following restrictions:

(i) Assignee shall not sell, assign, transfer, grant any license or sublicense to, or otherwise dispose of or encumber, any of the Trademarks or Domain Names to any third party(ies) without Assignor's express prior written consent in each instance (which consent may be withheld or granted in Assignor's sole discretion) signed by a duly authorized signing officer of Assignor subsequent to the effective date hereof; and

(ii) prior to permitting any of the Trademarks or Domain Names to become abandoned for failure to pay maintenance fees, filing fees, prosecution fees or for any other reason, Assignee shall give Assignor at least ninety (90) days written notice before any such abandonment becomes effective, and promptly following such notice Assignee shall, for one dollar (\$1.00) consideration, assign and transfer to Assignor the Assignee's entire right, title and interest in and to the applicable Trademarks and Domain Names, including all rights to causes of action and remedies related thereto (including the right to sue for past, present or future infringement of rights related to the foregoing and the right to collect damages therefor), and Assignee shall, at the request of Assignor and at Assignee's expense, execute and deliver or cause to be delivered, any other instruments of transfer, and shall take or cause to be taken all such other actions as Assignor may reasonably deem necessary or desirable in order to carry out any such assignments or perfect any such rights.

| 5. ASSIGNOR DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER WITH RESPECT TO ANY OF THE ASSIGNED TRADEMARKS AND ASSIGNED DOMAIN NAMES. WITHOUT LIMITING THE FOREGOING, ASSIGNOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE UTILITY, VALIDITY OR ENFORCEABILITY OF ANY OF THE ASSIGNED TRADEMARKS OR ASSIGNED DOMAIN NAMES, NOR DOES ASSIGNOR MAKE ANY REPRESENTATION OR WARRANTY THAT THE COMMERCIAL EXPLOITATION THEREOF WILL NOT INFRINGE UPON THE RIGHTS OF ANY THIRD PARTY(IES).

| 6. This Assignment is effective as of October 3, 2008.

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Agreed to by:

**Micron Technology, Inc.**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_, 2008

**Notarization**

State of Idaho  
County of Ada

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared the above-named \_\_\_\_\_,  
(date) (notary name)

who executed this Assignment in my presence and acknowledged to me that he did so of his own free will and in his authorized capacity for the purposes set forth herein.

Signed: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Agreed to by:

**Aptina Imaging Corporation**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_, 2008

**Notarization**

State of Idaho  
County of Ada

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared the above-named \_\_\_\_\_,  
(date) (notary name)

who executed this Assignment in my presence and acknowledged to me that he did so of his own free will and in his authorized capacity for the purposes set forth herein.

Signed: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[Signature page to the Assignment of Trademarks and Domain Names]



**EXHIBIT A****TRADEMARKS:**

<b>U.S. REGISTERED TRADEMARKS</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NO.</b>
BEHIND EVERY GREAT DIGITAL IMAGE (words)	05/29/2001	2,456,155
DIGITALCLARITY (word)	01/31/2006	3,056,210

<b>U.S. TRADEMARK APPLICATIONS</b>	<b>FILING DATE</b>	<b>SERIAL NO.</b>
APTINA IMAGING (words and design)	02/28/2008	77405224
APTINA (word)	11/20/2007	77334687
APTINA (design)	02/25/2008	77405167

<b>FOREIGN TRADEMARK APPLICATIONS</b>	<b>FILING DATE</b>	<b>SERIAL NO.</b>
APTINA (word) - Brazil	05/19/2008	829741526
APTINA (word) - Canada	05/15/2008	1395822
APTINA (word) - Hong Kong	05/15/2008	301116486
APTINA (word) - Israel	05/15/2008	211576
APTINA (word) - India	05/16/2008	1688234
APTINA (word) - South Korea	05/19/2008	40-2008-24099
APTINA (word) - Mexico	05/15/2008	934315
APTINA (word) - Malaysia	05/16/2008	08009756
APTINA (word) - Taiwan	05/15/2008	097023005
APTINA (word) - Int'l Register	05/14/2008	A0012439
APTINA (Simplified Chinese) - China	05/30/2008	6755418
APTINA (Traditional Chinese) - Taiwan	06/03/2008	097026291
APTINA (design) - Brazil	06/20/2008	900998377
APTINA (design) - Canada	06/05/2008	1398356
APTINA (design) - Hong Kong	06/05/2008	301132857
APTINA (design) - Israel	06/05/2008	212,199
APTINA (design) - India	06/10/2008	1697377
APTINA (design) - Mexico	06/05/2008	939025
APTINA (design) - Malaysia	06/09/2008	08011183
APTINA (design) - Taiwan	06/06/2008	097026985
APTINA (design) - Int'l Register	06/02/2008	A0012639

**COMMON LAW TRADEMARKS:**

TrueColor  
TrueSNAP

**EXHIBIT B****DOMAIN NAMES:**

<b>DOMAIN NAME</b>	<b>EXPIRATION DATE</b>
altaimaging.com	11/8/08
Aptinaimaging.com	11/15/08
Aptinaimaging.net	11/15/08
Aptinaimaging.org	11/15/08
aptina.com	7/12/09
aptina.net	11/15/08
aptina.org	11/15/08
aptina-imaging.com	11/15/08
aptina-imaging.net	11/15/08
aptina-imaging.org	11/15/08
aptina-imaging.cn	2/28/10
aptina-imaging.de	3/05/10
aptina-imaging.eu	2/28/10
aptina-imaging.us	2/28/10
aptina.cn	2/28/10
aptina.de	3/05/10
aptina.us	2/28/10
Aptinaimaging.cn	2/20/10
Aptinaimaging.de	3/05/10
Aptinaimaging.eu	2/28/10
Aptinaimaging.us	2/28/10
aptina-imaging.mobi	2/28/09
aptina-sucks.com	2/27/09
aptina.co.uk	2/27/10
aptina.mobi	2/28/09
Aptinaimaging.co.uk	2/27/10
Aptinaimaging.mobi	2/28/09
aptinasucks.com	2/27/09
automotiveimagers.com	4/10/10
camerachip.eu	4/7/10
Cameraonachip.eu	4/7/10
cmos.eu	4/7/10

<b>DOMAIN NAME</b>	<b>EXPIRATION DATE</b>
cmosbeatsccd.com	7/25/09
cmos-image-sensor.com	4/10/10
cmos-image-sensors.com	4/10/10
cmosimagingolutions.com	4/10/10
cmossensor.eu	4/7/10
digitalclarity.com	9/30/09
DigitalClarity.eu	4/7/10
dscimagers.com	4/10/10
iconimaging.com	2/25/09
iconimaging.info	10/4/09
iconimaging.mobi	10/4/09
iconimaging.us	10/4/09
imager.eu	4/7/10
imagers.eu	4/7/10
imagesensor.eu	4/7/10
imagesensors.eu	4/7/10
imagingchip.eu	4/7/10
imagingproducts.eu	4/7/10
imgensors.com	4/10/10
Mobileimagers.com	4/10/10
photobit.com	4/27/10
photobit.us	4/23/09
securityimagers.com	4/10/10
TrueBit.eu	4/7/10
TrueColor.eu	4/7/10
Truesnap.eu	4/7/10