

TRADEMARK ASSIGNMENT

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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
Amphion Semiconductor Limited		07/13/2009	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	NXP B.V.		
Street Address:	High Tech Campus 60		
City:	Eindhoven		
State/Country:	NETHERLANDS		
Postal Code:	5656 AG		
Entity Type:	CORPORATION: NETHERLANDS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2833573	AMPHION	
Registration Number:	2833574	AMPHION	
Registration Number:	2835748	AMPHION	
Registration Number:	2855484	AMPHION	
CORRESPONDENCE DATA			
Fax Number:	(202)339-6052		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-625-3649		
Email:	valerie.purdy@kattenlaw.com		
Correspondent Name:	Valerie A. Purdy		
Address Line 1:	2900 K Street, N.W.		
Address Line 2:	Suite 200		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007-5118		
ATTORNEY DOCKET NUMBER:	320535.00032		

CH \$115.00 2833573

DOMESTIC REPRESENTATIVE

900142853

**TRADEMARK
 REEL: 004058 FRAME: 0973**

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Valerie A. Purdy, Trademark Paralegal

Signature:

/valerie purdy/

Date:

09/09/2009

Total Attachments: 2

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TRADEMARK ASSIGNMENT

WHEREAS Amphion Semiconductor Limited, a limited company organized and existing under the laws of the Northern Ireland and having its principal office at 50 Malone Road, Belfast BT9 5BS Northern Ireland, United Kingdom ("Assignor"), is the sole owner of the entire right, title and interest in the trademark applications and registrations listed in Exhibit A, attached hereto ("the Marks"); and

WHEREAS, NXP B.V., a Dutch corporation and having its principal office at High Tech Campus 60, 5656 AG, Eindhoven, The Netherlands ("Assignee"), is desirous of acquiring the entire right, title and interest in and to the said Marks, throughout the world, including the good will represented by the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto the Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in and to said Marks, together with the entire goodwill associated with and symbolized by the Marks, together with all common law rights, together with all rights and privileges granted and secured thereby, including the right to sue for all causes of action related to the Marks, and the right to sue in Assignee's own name and to recover for any damages and profits for past infringement, unfair competition or passing off, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made;

Assignor also hereby agrees with the said Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with these covenants and agreements, and that it will, at any time upon request without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writing and do such additional acts as said Assignee may deem necessary or desirable to perfect, secure, record, and register said Assignee's enjoyment of this grant, it being understood that the foregoing covenant and agreement shall bind assigns and legal representatives of Assignor and inure to the benefit of the assigns and legal representatives of Assignee;

IN TESTIMONY WHEREOF, We have hereunto set our hands.



AMPHION SEMICONDUCTOR LIMITED

Date: 7/13/09

By: 

Title: Director

EXHIBIT A

Trademark	U.S. Registration No.
	2,833,573
	2,833,574
AMPHION	2,835,748
AMPHION	2,855,484