

TRADEMARK ASSIGNMENT

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
iWatt Inc.		04/21/2010	CORPORATION:
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: 3			
Property Type	Number	Word Mark	
Registration Number:	2915747	IKOR	
Registration Number:	3286380	IKOR	
Registration Number:	1594012	POWER BRICK	
CORRESPONDENCE DATA			
Fax Number:	(650)391-1395		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	6503911380		
Email:	Dbrodybrown@LRLaw.com		
Correspondent Name:	Dana Brody-Brown		
Address Line 1:	2440 W. El Camino Real, 6th Floor		
Address Line 4:	Mountain View, CALIFORNIA 94040		
ATTORNEY DOCKET NUMBER:	50309-00194/199/200-TB		
NAME OF SUBMITTER:	Dana Brody-Brown		
Signature:	/Dana Brody-Brown/		

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TRADEMARK
 REEL: 004418 FRAME: 0913

Date:

11/18/2010

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and entered into as of April 21, 2010 (the "Effective Date"), by and between IWATT INC., a California corporation, ("Assignor") and INTEGRATED DEVICE TECHNOLOGY, INC., a Delaware corporation ("Assignee"). Defined terms not specifically defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement, dated April 16, 2010 (the "Purchase Agreement"), by and between the parties.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee certain trademarks as listed on Exhibit A to this Assignment (the "Marks");

WHEREAS, to effect the transfer of the Marks as contemplated in the Purchase Agreement, Assignor and Assignee desire to enter into this Assignment;

NOW, THEREFORE, in consideration of the mutual promises of the parties, and for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, all right, title, and interest in and to the Marks, not only in the United States and its territorial possessions, but in all countries foreign thereto, and all goodwill associated therewith, together with all claims for damages and other remedies by reason of past infringements of the Marks, whether arising prior to or subsequent to the date of this Assignment, along with the right to sue for and collect such damages and other remedies for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and, in the case of any trademark applications filed with any office of any country or countries foreign to the United States, any officer of such country whose duty it is to issue trademark registrations or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this Assignment.

3. Conflicts. Notwithstanding any other provisions of this Assignment to the contrary, Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, conditions, indemnities, rights and remedies contained in the Purchase Agreement shall not be superseded, modified, replaced, amended, changed, rescinded, or in any way affected hereby, but shall remain in full force and effect to the full extent provided in the Purchase Agreement. This Assignment is subject to and controlled by the terms of the Purchase Agreement, and in the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Further Actions. Assignor covenants and agrees, at its own expense, to execute and deliver, at the request of Assignee, such further instruments of transfer and assignment and

to take such other actions as reasonably requested by Assignee to more effectively consummate the assignments and assumptions contemplated by this Assignment.

5. Governing Law. This Assignment and any disputes hereunder shall be governed by and construed in accordance with the domestic laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of California.

6. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, by telecopy with answer back, by express or overnight mail delivered by a nationally recognized air courier (delivery charges prepaid), by registered or certified mail (postage prepaid, return receipt requested), by facsimile with transmission confirmation or by e-mail with receipt confirmed by return e-mail to the respective parties as set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such party:

If to Assignor:

iWatt Inc.
101 Albright Way
Los Gatos, CA 95032-1827
Attention: Jim McCanna
Facsimile No.: (408) 341-0455
E-mail: jmcanna@iwatt.com

with a copy (which shall not constitute notice) to:

Manatt, Phelps & Phillips, LLP
1001 Page Mill Road, Building 2
Palo Alto, CA 94304
Attention: Jerrold Petruzzelli
Facsimile No.: (650) 213-0260
Telephone No.: (650) 812-1335
E-mail: JPetruzzelli@manatt.com

If to Assignee:

Integrated Device Technology
6024 Silver Creek Valley Road
San Jose, CA 95138
Attention: General Counsel
Facsimile No.: (408) 284-2775

with a copy (which shall not constitute notice) to:

Latham & Watkins
140 Scott Drive

Menlo Park CA 94025
Attn: Mark V. Roeder, Esq.
Facsimile No.: (650) 463-2600
E-mail: Mark.Roeder@lw.com

Any notice or communication delivered in person shall be deemed effective on delivery. Any notice or communication sent by e-mail, facsimile, telecopy or by air courier shall be deemed effective on the first business day following the day on which such notice or communication was sent. Any notice or communication sent by registered or certified mail shall be deemed effective on the third business day following the day on which such notice or communication was mailed.

7. Binding Assignment. No party may, directly or indirectly, in whole or in part, whether voluntarily or involuntarily or by operation of law or otherwise, assign or transfer this Assignment and the rights granted to it hereunder without the other party's prior written consent, which consent may be granted or refused at the other party's sole discretion. Notwithstanding the foregoing, either party may assign this Assignment and the rights granted to it hereunder, subject to its obligations, to a successor in interest without the consent of the other party upon any merger, acquisition, reorganization, change of control, or sale of all or substantially all of the assets or business of such party or the sale of all or substantially all of the assets or the business to which this Assignment relates. Any assignment or attempted assignment in violation of this Section shall be null and void from the beginning, and shall be deemed a material breach of this Assignment.

8. Relationship Between Parties. Assignee and Assignor shall at all times and for all purposes be deemed to be independent contractors and neither party, nor either party's employees, representatives, subcontractors or agents, shall have the right or power to bind the other party. This Assignment shall not itself create or be deemed to create a joint venture, partnership or similar association between Assignee and Assignor or either party's employees, representatives, subcontractors or agents.

9. Third Party Beneficiaries. The terms and provisions of this Assignment are intended solely for the benefit of Assignee and its affiliates (as defined in the Purchase Agreement), on the one hand, and Assignor and its affiliates, on the other hand. It is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity, and this Assignment does not (shall not be construed to) confer any right or cause of action in, upon or on behalf of any other person or entity, and no person or entity (including any of employee or former employee of any of the parties) other than Assignee or its affiliates and Assignor or its affiliates shall be entitled to rely on any provision of this Assignment in any action proceeding, hearing or other forum.

10. Severability. In the event that any clause, sub-clause or other provision contained in this Assignment shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such clause, sub-clause or other provision shall to that extent be severed from the remaining clauses and provisions, or the remaining part of the clause in question, which shall continue to be valid and enforceable to the fullest extent permitted by law.

11. No Waiver; Remedies Cumulative. Failure or neglect by a party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of such party's rights hereunder nor in any way affect the validity of the whole or any part of this Assignment nor prejudice such party's rights to take subsequent action. All rights and remedies conferred under this Assignment or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently.

12. Amendment. Any term of this Assignment may be amended, modified, rescinded, canceled or waived, in whole or in part, only by a written instrument signed by each of the parties' authorized representatives or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Section shall be binding upon the parties and their respective successors and assigns.

13. Counterparts. This Assignment may be executed in two or more counterparts, including by PDF, facsimile or other electronic means, each of which shall be deemed an original and all of which, taken together, shall be considered to be one and the same instrument.

14. Headings; Construction. The headings to the clauses, sub-clauses and parts of this Assignment are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Assignment. The terms "this Assignment," "hereof," "hereunder" and any similar expressions refer to this Assignment and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment. As used in this Assignment, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation" and "discretion" means sole discretion.

15. Entire Assignment. With the exception of the Purchase Agreement and the Transaction Documents, this Assignment supersedes any arrangements, understandings, promises or agreements made or existing between the parties hereto prior to or simultaneously with this Assignment and, together with the Purchase Agreement and the Transaction Documents, constitutes the entire understanding between the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the Effective Date.

IWATT INC.

By: *Ronald P. Edgerton*
Name: Ronald P. Edgerton
Title: President and Chief Executive Officer

ACKNOWLEDGEMENT:

STATE OF CALIFORNIA)
) SS:
COUNTY OF SANTA CLARA)

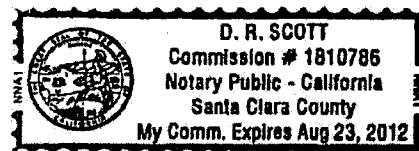
On April 21, 2010 before me D.R. Scott, personally appeared RONALD P. EDGERTON who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Signature *D.R. Scott*

(Seal)

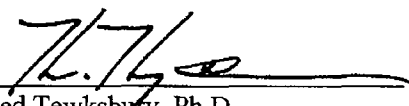


SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

TRADEMARK
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IN WITNESS WHEREOF, Assignee has caused this Assignment to be executed as of the Effective Date.

INTEGRATED DEVICE TECHNOLOGY, INC.

By: 
Name: Ted Tewksbury, Ph.D
Title: President and Chief Executive Officer

ACKNOWLEDGEMENT:

STATE OF CALIFORNIA)
) SS:
COUNTY OF)

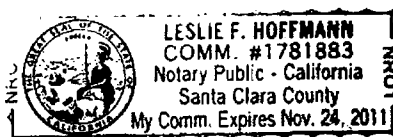
On April 20, 2010 before me Leslie Hoffmann, personally appeared Theodore Tewksbury who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Signature 

(Seal)



SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

TRADEMARK
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Exhibit A
Assigned Trademarks

Title	Country	Reg./App. No.	Filing Date	Registered Owner	Status
IKOR (words)	U.S.	78955832	8/18/2006	iWatt Inc.	Renewal due 8/28/2013
	E.U.	005,310,18	9/13/2006	iWatt Inc.	Renewal due 9/30/2016
	Korea	40-0,715,189	9/11/2006	iWatt Inc.	Renewal due 6/28/2017
	Singapore	T06/18,919C	9/8/2006	iWatt Inc.	Renewal due 9/8/2016
	Taiwan	095,051,833	10/14/2006	iWatt Inc.	Pending; status check 4/26/2010
IKOR (design)	U.S.	2,915,747	8/29/2003	iWatt Inc.	Renewal due 1/4/2015
IKOR (internet keyword)	China (People's Republic)	#32,196,4		iWatt Inc.	Renewal due 11/9/2013
Power Brick (words)	U.S.	73825282	9/14/1989	iWatt Inc.	Renewal due around 2010