

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
Integrated Device Technology, Inc.		09/26/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Qualcomm Incorporated
Street Address:	5775 Morehouse Drive
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3005097	HQV
Serial Number:	77877347	HOLLYWOOD QUALITY VIDEO
Registration Number:	3864749	HQV SILICON OPTIX
Registration Number:	3948280	HQV
Serial Number:	85123964	MOTIONSMART
Registration Number:	2740834	SILICON OPTIX
Registration Number:	2773049	SILICON OPTIX
Serial Number:	78369524	REON
Serial Number:	77739722	STREAMCLEAN

CORRESPONDENCE DATA

Fax Number: (202)857-6395
 Email: mitchell.justine@arentfox.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: N. Christopher Norton

900206387

**TRADEMARK
 REEL: 004655 FRAME: 0506**

OP \$240.00 3005097

Address Line 1: 1050 Connecticut Avenue, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-5339

ATTORNEY DOCKET NUMBER: 032592.10831

NAME OF SUBMITTER: N. Christopher Norton

Signature: /N. Christopher Norton/

Date: 11/04/2011

Total Attachments: 6
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "**Assignment**"), dated as of September 26, 2011 (the "**Effective Date**"), is made by Integrated Device Technology, Inc., a Delaware corporation having its principal place of business located at 6024 Silver Creek Valley Road, San Jose, California 95138 ("**Assignor**"), in favor of QUALCOMM Incorporated, a Delaware corporation, having its principal place of business located at 5775 Morehouse Drive, San Diego, California 92121 ("**Assignee**").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated August 31, 2011 (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee all of Assignor's right, title, and interest in and to certain assets, including, without limitation, the Assigned Trademarks (defined below);

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Assigned Trademarks pertain and such business is ongoing; and

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor's right, title and interest in, to and under the trademark registrations and trademark applications listed on Schedule A, and the goodwill associated therewith and symbolized thereby, including renewals therefor (collectively, the "**Assigned Trademarks**"), together with all rights to collect royalties and proceeds in connection with any of the foregoing, and all rights to sue and bring other claims for past, present and future infringement, misappropriation or other violation of any of the foregoing and all rights to recover damages (including attorney's fees and expenses) or lost profits in connection therewith.

2. Recordation. Assignor hereby requests the United States Patent and Trademark Office Commissioner for Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the assignee and owner of the Assigned Trademarks.

3. Information and Assistance.

3.1 Upon Assignee's reasonable request and without further compensation, Assignor shall execute, acknowledge and deliver all such other instruments and documents and shall take all such other actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.

3.2 If Assignee is unable for any reason to secure Assignor's signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Assigned Trademarks as provided under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights under such Assigned Trademarks, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Assignment may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each party and delivered (by facsimile or otherwise) to the other party.

6. Section Headings. The section headings contained in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

7. Purchase Agreement Controls. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Assigned Trademarks. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge or affect the rights of any person under the Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control.

8. Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice or conflict of law provision or rule.

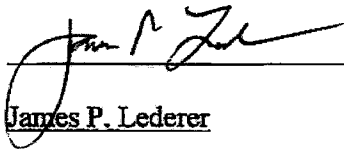
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the Effective Date.

Acknowledged and Accepted:

ASSIGNEE:

QUALCOMM INCORPORATED

By:  _____

Name: James P. Lederer

Title: Executive Vice President & General Manager, OCT

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

INTEGRATED DEVICE TECHNOLOGY, INC.

By:

A handwritten signature in black ink, appearing to read "Richard D. Crowley, Jr.", is written over a horizontal line.

Name: Richard D. Crowley, Jr.

Title: Vice President and Chief Financial Officer

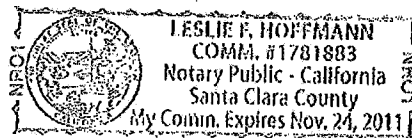
STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

On this 21 day of September, 2011, before me, Leslie Hoffmann, a Notary Public, State of California, duly commissioned and sworn, personally appeared, Richard D. Crowley, Jr., 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:

Leslie F. Hoffmann (notary seal)
Signature/Seal



SCHEDULE A TO TRADEMARK ASSIGNMENT

Mark	Jurisdiction	Registration #	Application #	Status
HQV	United States	3005097	78389150	Registered
	Brazil		827487517	Pending
	Japan	5146235	2007121498	Registered
	Mexico	902372	721852	Registered
	Taiwan	94026768	94026768	Registered
	WIPO	855773	855773	Registered
	Australia/WP	855773	855773	Registered
	China/WP		855773	Pending
	European Community/WP	855773	855773	Registered
	Korea/WP	855773	855773	Registered
Turkey/WP	855773	855773	Registered	
HOLLYWOOD QUALITY VIDEO	United States		77877347	Approved
	United States	3864749	77133649	Registered
	Australia	1166745	1166745	Registered
	Canada		1341272	Pending
	China		5971693	Pending
	European Community	5774328	5774328	Registered
	Japan	5177216	200731894	Registered
	Korea	743106	40200716403	Registered
	Russia	357828	2007709403	Registered
	Taiwan	1299459	96012172	Registered
		United States	3948280	77669161
Canada			1448086	Pending
Taiwan		1405009	98034854	Registered
WIPO		1017033	1017033	Registered
China/WP			1017033	Pending
European Community/WP		1017033	1017033	Registered
Japan/WP		1017033	1017033	Registered
Korea/WP		1017033	1017033	Registered
MOTIONS SMART SILICON OPTIX		United States		85123964
	United States	2740834	76284545	Registered
 keon STREAMCLEAN Auto HQV Vida	United States	2773049	76321272	Registered
	United States		78369524	Dropped
	United States		77739722	Dropped
				Unregistered use
				Unregistered use