

01-31-2001

1-25-01



FORM PTO-1594 (Rev. 6-93)

RECOR

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

101600606

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 3DFX Interactive, Inc.

Individual(s) Association

General Partnership Limited Partnership

Corporation-California

Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: December 15, 2000

Name and address of receiving party(ies):

Name: Titan Acquisition Corp. No. 2

Internal Address: _____

Street Address: 3535 Monroe Street

City: Santa Clara State: CA ZIP 95051

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

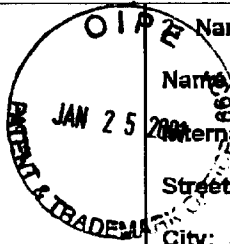
Corporation- Delaware _____

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment).

Additional name(s) & address(es) attached? Yes No



4. Application number(s) or registration number(s):			B. Trademark Registration No.(s)		
A. Trademark Application No.(s)					
75/671,697	75/697,512	75/660,228	2,391,376	2,076,764	2,083,430
75/641,172	75/660,227	75/432,892	2,157,234	2,100,112	
75/446,251	75/432,891	75/599,341			
78/027,340					

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Cooley Godward LLP

Internal Address: Victor F. DeFrancis

Street Address: One Freedom Square
11951 Freedom Drive
City: Reston State: VA ZIP 20190-5601

6. Total number of applications and registration involved: 15

7. Total fee (37 CFR 3.41):.....
\$ 390

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:
03-3118 Attn.: N0060-208
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Victor F. DeFrancis 1/25/01
Signature Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK ASSIGNMENT

WHEREAS, **3DFX INTERACTIVE, INC.**, a California corporation having its principal offices at 4435 Fortran Drive, San Jose, CA 95134 ("*Assignor*"), owns the registrations and/or pending applications for the marks identified in Exhibit A attached hereto (the "*Marks*");

WHEREAS, Assignor and **TITAN ACQUISITION CORP. NO. 2**, a Delaware corporation having its principal offices at 3535 Monroe Street, Santa Clara, California 95051 ("*Assignee*") have entered into a certain Credit Agreement (the "*Credit Agreement*") concurrently with the execution of this Agreement; and

WHEREAS, Assignee desires to acquire the Marks.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration (including the execution and delivery of the Credit Agreement and Assignee's extension of credit to Assignor thereunder), the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in the Marks in the United States and throughout the world, together with any goodwill of the business symbolized by the Marks or that portion of the business in connection with which Assignor has a bona fide intent to use the Marks; as well as any and all reports, interests, claims and demands for recovery in law or equity that Assignor has or may have in profits and damages for infringements of the Marks which may have arisen in connection with any of the foregoing prior to the effective date of this instrument, including but not limited to the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.
2. Assignee agrees to and does hereby accept the assignment as set forth above.
3. Upon execution of this Agreement, Assignor will take all steps necessary to effectuate the recordation of the assignment of the Marks with relevant foreign jurisdictions by March 30, 2001. For example, Assignor agrees to secure the appropriate legalization in the form of (1) an Apostille from the Office of the Secretary of State in the appropriate jurisdiction, or (2) legalization from the local Embassy or Consulate of the country in which the Assignment will be filed. Assignor further agrees that it will cooperate with Assignee in executing all other documents that Assignee considers necessary to further the purposes of this Agreement.
4. This assignment is made pursuant to the terms of the Credit Agreement and does not create any additional obligations, covenants, representations and warranties or alter or amend any of the obligations, covenants, representations and warranties contained in the Credit Agreement.

ASSIGNMENT OF TRADEMARKS

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- 5. All capitalized terms used herein shall have the meanings given such terms in the Credit Agreement, unless otherwise defined herein.
- 6. This assignment may be signed in one or more counterparts, and all counterparts so executed shall constitute one agreement, binding on the parties hereto, notwithstanding that the parties are not signatory to the same counterpart. Executed copies of this assignment transmitted by telecopier shall be valid and binding.

Signed at Santa Clara, California on this 15th day of December 2000

ASSIGNOR:

3DFX INTERACTIVE, INC.

By: 

Name: ALEX LEUPP

Title: PRESIDENT + CEO

ASSIGNEE:

TITAN ACQUISITION CORP. No. 2

By: _____

Name: _____

Title: _____

ASSIGNMENT OF TRADEMARKS

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- 5. All capitalized terms used herein shall have the meanings given such terms in the Credit Agreement, unless otherwise defined herein.
- 6. This assignment may be signed in one or more counterparts, and all counterparts so executed shall constitute one agreement, binding on the parties hereto, notwithstanding that the parties are not signatory to the same counterpart. Executed copies of this assignment transmitted by telecopier shall be valid and binding.

Signed at Santa Clara, California on this 15th day of December 2000

ASSIGNOR:

3DFX INTERACTIVE, INC.

By: _____

Name: _____

Title: _____

ASSIGNEE:

TITAN ACQUISITION CORP. NO. 2

By:  _____

Name: JEN-HEIN HUANG

Title: PRESIDENT & CEO

ASSIGNMENT OF TRADEMARKS

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EXHIBIT A

The Seller either has been granted, or has applied for, registration for the following trademarks:

Mark/ Country	Filed	Appl. #	Reg. Date	Reg. #	Status	Classes
3DFX						
United States	3/30/99	75/671,697			Pending	9, 28
3DFX and design						
Argentina	10/6/99	2.245.161			Pending	09
Brazil	11/3/99	822167557			Pending	09
Mexico	4/26/00	422616			Pending	09
United States	6/28/99	75/738,025	10/3/00	2,391,376	Registered	9
3DFX INTER-ACTIVE						
Argentina	10/6/99	2.245.162			Pending	09
Argentina	10/6/99	2.245.163			Pending	28
Australia	6/26/98	765854	3/12/99	765854	Registered	9, 28
Benelux	6/26/98	918514	2/2/99	634209	Registered	9, 28
Brazil	11/12/99	822188473			Pending	09
Brazil	11/12/99	822188481			Pending	28
France	7/9/98	98741164	12/18/98	98741164	Registered	9, 28
Germany	12/1/95	395491258	7/22/96	39549125	Registered	9
Italy	8/28/98	TO98COO 2587			Pending	9, 28
Japan	12/1/95	12526795	12/5/97	4089737	Registered	9
Mexico	10/13/99	394931			Pending	09
Mexico	10/13/99	394932			Pending	28
Singapore	7/6/98	T99/ 067181			Pending	28
Singapore	7/6/98	T98/ 06717J			Pending	9
Taiwan	7/23/98	87035885	9/16/99	00868596	Registered	28
Taiwan	7/23/98	87035884			Pending	9
United Kingdom	12/1/98	2183408			Pending	9
United States	6/1/95	74/683,246	7/8/97	2,076,764	Registered	9, 28
GAME-FRAME						
United States	4/17/96	75/089,746	7/29/97	2,083,430	Registered	28

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GLIDE						
United States	12/6/95	75/028,228	5/12/98	2,157,234	Registered	9
LCDfx						
United States	5/3/99	75/697,512			Pending	9
M-BUFFER						
United States	3/15/99	75/660,228			Allowed	9
RAM-PAGE						
United States	8/3/98	75/533,230			Abandoned	9
SLI						
United States	3/15/99	75/660,721			Abandoned	9
SO POWERFUL, IT'S KIND OF RIDICULOUS						
United States	2/16/99	75/641,172			Allowed	9, 28
T-BUFFER						
United States	3/15/99	75/660,227			Allowed	9
VOODOO						
Australia	8/11/98	769931	1/15/99	769931	Registered	9
European Union	8/11/98	907600			Pending	9
Japan	8/12/98	98-68509	3/17/00	4,368,015	Registered	9
Singapore	8/12/98	T98/ 08048G			Pending	9
Taiwan	8/12/98	87039378	1/1/00	00878273	Registered	9
United States	2/12/98	75/432,892			Allowed	9
VOODOO BANSHEE						
Australia	8/17/98	770543	1/15/99	770543	Registered	9
European Union	8/18/98	912477			Pending	9
Japan	8/18/98	98-69760	12/17/99	4,344,599	Registered	9
Singapore	8/21/98	S840498			Pending	9
Taiwan	8/19/98	87-040642	9/1/00	00903131	Registered	9

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United States	3/6/98	75/446,251			Allowed	9
VOODOO GRAPHICS						
United States	12/6/95	75/028,229	9/23/97	2,100,112	Registered	9
VOODOO 2						
Australia	8/11/98	769932	1/15/99	769932	Registered	9
European Union	8/11/98	907675			Pending	9
Japan	8/12/98	98-68510	4/17/00	4,368,016	Registered	9
Singapore	8/12/98	S804798			Pending	9
Taiwan	8/12/98	87039379	2/1/00	00881525	Registered	9
VOODOO 2 (stylized)						
United States	2/12/98	75/432,891			Pending	9
VOODOO 3						
Argentina	10/6/99	2,245,160			Pending	09
Brazil	11/12/99	822188490			Pending	09
Mexico	10/13/99	394933			Pending	09
United States	12/3/98	75/599,341			Pending	9
VOODOO CREW						
United States	9/22/00	78/027,340			Pending	41

The Seller also has common law rights to various trademarks and service marks relating to its products.

In addition, the Seller has acquired the following trademarks from Gigapixel:

- A mark referred to as "GIGA3D" in the form of a drawing, filed February 18, 2000, for computer software and hardware for use in designing three dimensional computer graphic displays; International Class 9.
- A mark referred to as "GIGADUDE" in the form of a drawing, filed February 18, 2000, computer software and hardware for use in designing three dimensional computer graphic displays; International Class 9.
- Gigapixel (common law; unregistered)
- Gigapixel Corp. (common law; unregistered)

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- Gigapixel Corporation (common law; unregistered)
- 3D Are Us (common law; unregistered)
- SmartTile (common law; unregistered)
- GP-1 3D Core (common law; unregistered)
- Gigapixel (Logo) (common law; unregistered)

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