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
TRIPATH TECHNOLOGY INC.		01/12/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ENABLE GROWTH PARTNERS, LP
Street Address:	One Ferry Building
Internal Address:	Suite 255
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2809670	CLASS-T
Registration Number:	2526206	DIGITAL POWER PROCESSING
Registration Number:	2453669	DPP
Registration Number:	2685346	TRIPATH
Registration Number:	2398029	TRIPATH

CH $140.00 2809670

CORRESPONDENCE DATA

Fax Number: (973)597-2400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 973-597-2500
Email: lstrademark@lowenstein.com
Correspondent Name: Vanessa A. Ignacio, Esq.
Address Line 1: Lowenstein Sandler PC
Address Line 2: 65 Livingston Avenue
Address Line 4: Roseland, NEW JERSEY 07068-1791

ATTORNEY DOCKET NUMBER:	18880-16
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.
Signature:	/Vanessa A. Ignacio/
Date:	01/12/2007

Total Attachments: 16
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TRADEMARK AND PATENT ASSIGNMENT

THIS TRADEMARK AND PATENT ASSIGNMENT is made by and between Tripath Technology Inc., a Delaware corporation having an address at 2560 Orchard Parkway, San Jose, California 95131 ("Assignor"), and Enable Growth Partners, LP, having an address at One Ferry Building, Suite 255, San Francisco, California 94111 ("Assignee").

WITNESSETH:

WHEREAS, pursuant to various documents, including but not limited to (i) a certain Securities Purchase Agreement dated as of November 8, 2005 among Assignor, Assignee and certain other purchasers (with the Assignee, the "Purchasers") of the Assignor's 6% Senior Secured Convertible Debentures due November 8, 2007 in the original aggregate principal amount of $5,000,000 (the "Debentures"), (ii) each writing evidencing the Debentures with an original issue date of November 8, 2005 issued by Assignor to the Purchasers and (iii) the Security Agreement dated as of November 8, 2005 (the "Security Agreement") among Assignor, all subsidiaries of the Assignor organized under the laws of the various states of the United States of America, the Purchasers and the Assignee as agent for the Purchasers, the Purchasers have extended the loans evidenced by the Debentures to the Assignor;

WHEREAS, pursuant to the Security Agreement, the Assignee perfected its security interest in the Assignor's patents set forth on Schedule A appended hereto (the "Patents") and set forth on Schedule F to the Security Agreement by filing a UCC-1 with the Delaware Department of State;

WHEREAS, Enable Capital Management, LLC ("Enable Capital Management"), is listed as the assignee of the patents of Assignor in a filing with the United States Patent and Trademark Office made on November 17, 2005 as evidenced on Reel 016793 and Frame 0178 (the "Patent Filing");

WHEREAS, Enable Capital Management is listed as the assignee of the trademarks of Assignor in a filing with the United States Patent and Trademark Office made on November 17, 2005 as evidenced on Reel 003196 and Frame 0326 (the "Trademark Filing");

WHEREAS, Enable Capital Management assigned its rights and obligations under the Patent Filing and the Trademark Filing to Assignee Enable Growth Partners, L.P. in a certain Assignment of Rights Under Filings in the United States Patent and Trademark Office dated December 1, 2005;

WHEREAS, Section 15 of the Security Agreement provides inter alia that upon a default the Assignor authorizes and appoints the Assignee its lawful attorney-in-fact to transfer and assign any of the Assignor's trademarks, patents, copyrights or other Intellectual Property (as defined in the Security Agreement);

WHEREAS, the Assignor has defaulted under the Debentures and the Security Agreement and the Assignee has demanded that Assignor assemble the collateral securing the Debentures, including but not limited to the Patents and the Trademarks, and take all steps

necessary to allow Assignee to take possession, control or exercise any other rights it may have with respect to such collateral by causing its legal representatives Lowenstein Sandler PC to deliver the demand letter attached hereto as Schedule B;

WHEREAS, the Assignee is desirous of exercising its post-default remedies with respect to the Patents append hereto; and

WHEREAS, subject to the terms and conditions of this Trademark and Patent Assignment, the Assignor desires to assign to Assignee, and Assignee desires to receive, all right, title, and interest in and to the trademark registrations set forth on Schedule A and all common law and other rights, worldwide, in and to the trademarks that are the subject of such registrations (such rights, collectively, the "Trademarks").

NOW, THEREFORE, pursuant to the terms and conditions of the Security Agreement, and for good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all of its rights, title and interests in and to the Patents, including all contracts, rights and obligations relating thereto, and all continuing applications, reissues, divisions, continuations, continuations in part, extensions, renewals and reexaminations of any of the Patents, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past or future infringement of the Patents with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

2. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all of its rights, title and interests in and to the Trademarks, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew any registration therefor, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past, present or future infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

3. Assignor agrees that Assignor will, without demanding any further consideration therefore, at the request and the expense of the Assignee, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for obtaining, sustaining, or reissuing the Patents, and for maintaining and perfecting the Assignee's right to the Patents.

4. This Trademark and Patent Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving

effect to the principles of conflicts of laws thereof, and to the United States Bankruptcy Code, to the extent applicable.

5. In the event that any provision of this Trademark and Patent Assignment shall be construed to conflict with a provision of the Security Agreement, the provision in the Security Agreement shall be deemed controlling.

6. This Trademark and Patent Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement.

8. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Patents.

[signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark and Patent Assignment to be executed by its officer thereunto duly authorized, as of this 12 day of January, 2007.

ASSIGNOR

Tripath Technology Inc.

By: Enable Growth Partners, LP, its Attorney-in-Fact

By: _____
Name: Brendan O'Neil
Title: Principal & Portfolio Manager

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

On this 12th day of January, 2007, before me personally appeared, Brendan O'Neil, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument, the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

TAYLOR STAPLETON
COMM. # 1626332
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
COMM. EXPIRES DEC. 9, 2009

_____
NOTARY PUBLIC

My commission expires: 12-9-2009

[signature page to Trademark and Patent Assignment]

Schedule A
Trademarks and Patents

See the attached excerpt from Schedule F to the Security Agreement.

SCHEDULE F

Intellectual Property

Tripath Technology Inc. Patents

Title	Serial No./ Patent No.	Filing Date/ Issue Date
METHOD AND APPARATUS FOR PERFORMANCE IMPROVEMENT BY QUALIFYING PULSES IN AN OVERSAMPLED NOISE-SHAPING SIGNAL PROCESSOR	08/898,544 5,974,089	7/22/97 10/26/99
METHOD AND APPARATUS FOR PERFORMANCE IMPROVEMENT BY QUALIFYING PULSES IN AN OVERSAMPLED NOISE-SHAPING SIGNAL PROCESSOR	98937027.5	7/20/98
METHOD AND APPARATUS FOR PERFORMANCE IMPROVEMENT BY QUALIFYING PULSES IN AN OVERSAMPLED NOISE-SHAPING SIGNAL PROCESSOR	2000-504669	7/20/98
METHOD AND APPARATUS FOR PERFORMANCE IMPROVEMENT BY QUALIFYING PULSES IN AN OVERSAMPLED NOISE-SHAPING SIGNAL PROCESSOR	200000340-0 70509	7/20/98 2/7/02
METHOD AND APPARATUS FOR COMPENSATING FOR DELAYS IN MODULATOR LOOPS	09/019,217 5,909,153	2/5/98 6/1/99
METHOD AND APPARATUS FOR COMPENSATING FOR DELAYS IN MODULATOR LOOPS	88107176 135600	4/30/99 10/26/01
METHOD AND APPARATUS FOR COMPENSATING FOR DELAYS IN MODULATOR LOOPS	99905754.0	2/5/99

Title	Serial No./ Patent No.	Filing Date/ Issue Date
METHOD AND APPARATUS FOR COMPENSATING FOR DELAYS IN MODULATOR LOOPS	2000-530980	2/5/99
METHOD AND APPARATUS FOR COMPENSATING FOR DELAYS IN MODULATOR LOOPS	2000-04232-5 74974	2/5/99 8/16/02
METHODS AND APPARATUS FOR REDUCING MOSFET BODY DIODE CONDUCTION IN A HALF-BRIDGE CONFIGURATION	09/162,243 6,107,844	9/28/99 8/22/00
METHODS AND APPARATUS FOR REDUCING MOSFET BODY DIODE CONDUCTION IN A HALF-BRIDGE CONFIGURATION	88116635 129936	9/28/99 8/1/01
METHODS AND APPARATUS FOR REDUCING MOSFET BODY DIODE CONDUCTION IN A HALF-BRIDGE CONFIGURATION	99949858.7	9/24/99
METHODS AND APPARATUS FOR REDUCING MOSFET BODY DIODE CONDUCTION IN A HALF-BRIDGE CONFIGURATION	2000-572990	9/24/99
METHOD AND APPARATUS FOR CONTROLLING AN AUDIO SIGNAL LEVEL	09/156,262 6,127,893	9/18/99 10/3/00
METHOD AND APPARATUS FOR CONTROLLING AN AUDIO SIGNAL LEVEL	88116025 130682	9/16/99 8/16/01
METHOD AND APPARATUS FOR CONTROLLING AN AUDIO SIGNAL LEVEL	99948313.4	9/17/99
METHOD AND APPARATUS FOR CONTROLLING AN AUDIO SIGNAL LEVEL	2000-571560	9/17/99
POWER EFFICIENT LINE DRIVER	09/432,507 6,246,283	11/2/99 6/12/01
POWER EFFICIENT LINE DRIVER	09/769,234 6,281,747	1/24/01 8/28/01

Title	Serial No./ Patent No.	Filing Date/ Issue Date
POWER EFFICIENT LINE DRIVER	89104095	3/7/00
METHODS AND APPARATUS FOR NOISE SHAPING A MIXED SIGNAL POWER OUTPUT	09/432,296 6,229,390	11/2/99 5/8/01
METHODS AND APPARATUS FOR NOISE SHAPING A MIXED SIGNAL POWER OUTPUT	09/759,005 6,297,697	1/11/01 10/2/01
METHODS AND APPARATUS FOR NOISE SHAPING A MIXED SIGNAL POWER OUTPUT	89104092 148839	3/7/2000 5/8/02
METHODS AND APPARATUS FOR NOISE SHAPING A MIXED SIGNAL POWER OUTPUT	00915985.6	3/1/00
METHODS AND APPARATUS FOR NOISE SHAPING A MIXED SIGNAL POWER OUTPUT	2000-604520	3/1/00
NOISE REDUCTION SCHEME FOR OPERATIONAL AMPLIFIERS	09/406,319 6,329,876	9/27/99 12/11/01
NOISE REDUCTION SCHEME FOR OPERATIONAL AMPLIFIERS	99965342.1	12/28/99
NOISE REDUCTION SCHEME FOR OPERATIONAL AMPLIFIERS	2000-592932	12/28/99
NOISE REDUCTION SCHEME FOR OPERATIONAL AMPLIFIERS	88123145 148300	12/28/99 5/1/02
NOISE REDUCTION SCHEME FOR OPERATIONAL AMPLIFIERS	09/908,862 6,566,946	7/18/01 5/20/03
POWER SUPPLY TOPOLOGY TO REDUCE THE EFFECTS OF SUPPLY PUMPING	09/407,004 6,169,681	9/28/99 1/2/01
POWER SUPPLY TOPOLOGY TO REDUCE THE EFFECTS OF SUPPLY PUMPING	89104095 146798	3/2/00 4/10/02
DC OFFSET SELF-CALIBRATION SYSTEM FOR A DIGITAL SWITCHING POWER AMPLIFIER	09/624,503 6,316,992	7/24/00 11/13/01

Title	Serial No./ Patent No.	Filing Date/ Issue Date
DC OFFSET SELF-CALIBRATION SYSTEM FOR A DIGITAL SWITCHING POWER AMPLIFIER	89115266 191538	7/29/00 3/24/04
DC OFFSET SELF-CALIBRATION SYSTEM FOR A DIGITAL SWITCHING POWER AMPLIFIER	00948943.6	7/25/00
DC OFFSET SELF-CALIBRATION SYSTEM FOR A DIGITAL SWITCHING POWER AMPLIFIER	2001-514530	7/25/00
BREAK-BEFORE-MAKE DISTORTION COMPENSATION SYSTEM FOR THE DIGITAL POWER AMPLIFIER	09/624,521 6,362,683	7/24/00 3/26/02
BREAK-BEFORE-MAKE DISTORTION COMPENSATION SYSTEM FOR THE DIGITAL POWER AMPLIFIER	89115265 148952	7/29/00 5/9/02
BREAK-BEFORE-MAKE DISTORTION COMPENSATION SYSTEM FOR THE DIGITAL POWER AMPLIFIER	2001-514535	7/26/00
DYNAMIC SWITCHING FREQUENCY CONTROL METHOD FOR A DIGITAL SWITCHING POWER AMPLIFIER	09/624,506 6,351,184	7/24/00 2/26/02
DYNAMIC SWITCHING FREQUENCY CONTROL METHOD FOR A DIGITAL SWITCHING POWER AMPLIFIER	2001-514534	7/26/00
DYNAMIC SWITCHING FREQUENCY CONTROL METHOD FOR A DIGITAL SWITCHING POWER AMPLIFIER	89115264	7/25/00
DYNAMIC SWITCHING FREQUENCY CONTROL METHOD FOR A DIGITAL SWITCHING POWER AMPLIFIER	10/057,790 6,580,322	1/24/02 6/17/03
OVERVOLTAGE PROTECTION CIRCUIT	09/738,267 6,940,703	12/15/00 9/6/05

Title	Serial No./ Patent No.	Filing Date/ Issue Date
IMPROVED POWER FET DRIVER CIRCUIT	09/765,833 6,362,679	1/19/01 3/26/02
IMPROVED POWER FET DRIVER CIRCUIT	90104210 173026	2/23/01 7/2/03
METHOD AND CIRCUIT TO OBTAIN HIGH FREQUENCY SWITCHING POWER FET STAGE FOR INDUCTIVE LOADS	09/690,926 6,617,642	10/17/00 9/9/03
METHOD AND CIRCUIT TO OBTAIN HIGH FREQUENCY SWITCHING POWER FET STAGE FOR INDUCTIVE LOADS	90103276 168866	2/23/01 4/23/03
RF COMMUNICATION SYSTEM USING AN RF DIGITAL AMPLIFIER	09/796,735 6,628,166	2/28/01 9/30/03
RF COMMUNICATION SYSTEM USING AN RF DIGITAL AMPLIFIER	90105026 163502	3/5/01 2/7/03
RESONANT GATE DRIVE TECHNIQUE FOR A DIGITAL POWER AMPLIFIER	09/796,734 6,577,194	2/28/01 6/10/03
SELF-TIMED SWITCHING FOR A DIGITAL POWER AMPLIFIER	09/796,731 6,549,069	2/28/01 4/15/03
DUAL INDEPENDENTLY CLOCKED ANALOG-TO-DIGITAL CONVERSION FOR A DIGITAL POWER AMPLIFIER	09/796,845 6,348,836	2/28/01 2/19/02
LOOP DELAY COMPENSATION FOR AN RF DIGITAL POWER AMPLIFIER	09/796,634 6,414,560	2/28/01 7/2/02
DYNAMICALLY DELAY COMPENSATION VERSUS AVERAGE SWITCHING FREQUENCY IN A MODULAR LOOP	09/836,108 6,518,849	4/16/01 2/11/03
ACTIVE COMMON MODE FEEDBACK	09/836,623 6,411,165	4/16/01 6/25/02
ACTIVE COMMON MODE FEEDBACK	10/137,105 6,603,355	5/1/02 8/5/03
METHOD AND APPARATUS FOR CONTROLLING AN AUDIO SIGNAL LEVEL	09/836,154 6,693,491	4/16/01 2/17/04

Title	Serial No./ Patent No.	Filing Date/ Issue Date
DIGITAL SIGNAL PROCESSING UNIT WITH IMPROVED DISTORTION AND NOISE	09/836,622 6,515,654	4/16/01 2/4/03
A MUTE-IN-SILENCE SCHEME FOR AUDIO AMPLIFIERS	09/759,044 6,785,392	1/11/01 8/31/04
METHODS AND APPARATUS FOR ADAPTIVE EQUALIZATION	10/084,580	2/27/02
SCHEME FOR REDUCING TRANSMIT-BAND NOISE FLOOR AND ADJACENT CHANNEL POWER WITH POWER BACKOFF	09/908,967 6,577,189	7/18/01 6/10/03
SCHEME FOR MAXIMIZING EFFICIENCY OF POWER AMPLIFIER UNDER POWER BACKOFF CONDITIONS	09/908,879 6,630,899	7/18/01 10/7/03
METHOD FOR OPTIMAL OPERATION OF LOOP STRUCTURE OF CLASS-T AMPLIFIERS FOR FDD SYSTEMS	09/963,874 6,798,288	9/25/01 9/28/04
AN IMPROVED DC OFFSET SELF-CALIBRATION SYSTEM FOR A DIGITAL SWITCHING AMPLIFIER	10/127,357 6,724,248	4/19/02 4/20/04
AN IMPROVED DC OFFSET SELF-CALIBRATION SYSTEM FOR A DIGITAL SWITCHING AMPLIFIER	2002-584470	4/19/02
SUBSTRATE CONNECTION IN INTEGRATED POWER CIRCUIT	10/189,284 6,737,713	7/2/02 5/18/04
METHODS AND APPARATUS FOR FACILITATING NEGATIVE FEEDBACK, PROVIDING LOOP STABILITY, AND IMPROVING AMPLIFIER EFFICIENCY	10/107,524 6,621,339	3/26/02 9/16/03
PROVIDING DC ISOLATION IN SWITCHING AMPLIFIERS	10/454,789 6,781,458	6/3/03 8/24/04
PROVIDING DC ISOLATION IN SWITCHING AMPLIFIERS	PCT/US03/ 25153	8/12/03

Title	Serial No./ Patent No.	Filing Date/ Issue Date
PROVIDING DC ISOLATION IN SWITCHING AMPLIFIERS	03824347.4	8/12/03
A DC OFFSET SELF-CALIBRATION SYSTEM FOR A SWITCHING POWER AMPLIFIER	10/807,903	3/24/04
DIGITAL-TO-ANALOG CONVERTER WITH LEVEL CONTROL	10/900,500	7/28/04
INDUCTOR-BASED CURRENT SENSING	10/990,287	11/15/04
INDUCTOR-BASED CURRENT SENSING	PCT/US2004/038358	11/16/04
OVERCURRENT PROTECTION IN AMPLIFIER TOPOLOGIES EMPLOYING DC ISOLATION	10/990,288	11/15/04
OVERCURRENT PROTECTION IN AMPLIFIER TOPOLOGIES EMPLOYING DC ISOLATION	PCT/US04/38359	11/16/04
OFFSET CANCELLATION IN A SWITCHING AMPLIFIER	11/000,215	11/29/04
INDUCTORLESS ARCHITECTURE FOR A SWITCHING AMPLIFIER	11/004,396	12/2/04
MODIFIED SIGMA-DELTA ARCHITECTURE WITH FREQUENCY LOCK	60/681,062	5/12/05
WIRELESS TRANSMITTER FRONT-END TOPOLOGY EMPLOYING AUXILIARY TRANSMIT-PATH FOR LOWER-POWERED SIGNALS TO ENHANCE RF POWER AMPLIFIER EFFICIENCY	60/683,123	5/17/05

Tripath Technology Inc. Trademarks

COUNTRY	MARK	APPL. NO.	FILING DATE	REG. NO.	REG. DATE
Canada	COMBINANT DIGITAL	1,006,798	25-Feb-1999		
Canada	DESIGN (T)	1,006,800	25-Feb-1999		
Canada	TRIPATH	1,006,801	25-Feb-1999		
China	COMBINANT	9900019747	01-Mar-1999	1513827	28-Jan-2001
China	COMBINANT	9900019749	01-Mar-1999	1445662	14-Sep-2000
China	DESIGN (T)	9900019748	01-Mar-1999	1505735	14-Jan-2001
China	DESIGN (T)	9900019750	01-Mar-1999	1436813	21-Aug-2000
China	TRIPATH	2000132579	29-Aug-2000	1654287	21-Oct-2001
China	TRIPATH TECHNOLOGY	9900020211	03-Mar-1999		
China	TRIPATH TECHNOLOGY	9900020210	03-Mar-1999		
China	TRIPATH TECHNOLOGY	9900120569	12-Oct-1999	1538082	14-Mar-2001
European Union	TRIPATH	1812890	17-Aug-2000	1812890	17-Dec-2001
European Union	TRIPATH TECHNOLOGY	1089028	26-Feb-1999	1089028	06-Jun-2000
Europen Union	COMBINANT DIGITAL	1089366	26-Feb-1999	1089366	26-Feb-1999
Europen Union	DESIGN (T)	1089663	26-Feb-1999	001089663	21-Dec-2001
Hong Kong	COMBINANT DIGITAL	2313/1999	26-Feb-1999	2011/2001	31-Aug-1998
Hong Kong	COMBINANT DIGITAL	2314/1999	26-Feb-1999		
Hong Kong	DESIGN (T)	2317/1999	26-Feb-1999	200016783	31-Aug-1998
Hong Kong	DESIGN (T)	2318/1999	26-Feb-1999	4304/2002	31-Aug-1998
Hong Kong	TRIPATH	2315/1999	26-Feb-1999		
Hong Kong	TRIPATH	2316/1999	26-Feb-1999		
Japan	COMBINANT DIGITAL	017318/1999	25-Feb-1999	4426096	20-Oct-2000
Japan	DESIGN (T)	017317/1999	25-Feb-1999	4426095	20-Oct-2000
Japan	TRIPATH	90580/2000	17-Aug-2000	4532845	28-Dec-2001
Japan	TRIPATH TECHNOLOGY	017316/1999	25-Feb-1999	4434289	24-Nov-2000
Korea	COMBINANT DIGITAL	1999-409	25-Feb-1999	1293	02-Jun-2000
Korea	DESIGN (T)	1999-408	25-Feb-1999	1292	02-Jun-2000
Korea	TRIPATH TECHNOLOGY	1999-410	25-Feb-1999	1176	01-May-2000
Singapore	COMBINANT DIGITAL	1774/99	25-Feb-1999		
Singapore	COMBINANT DIGITAL	1775/99	25-Feb-1999	T99/01775D	31-Aug-1998
Singapore	DESIGN (T)	1772/99	25-Feb-1999	T99/01772Z	31-Aug-1998
Singapore	DESIGN (T)	1773/99	25-Feb-1999	T99/01773H	31-Aug-1998
Singapore	TRIPATH	T00/08697Z	24-May-2000	T00/08697Z	06-Dec-1999
Singapore	TRIPATH TECHNOLOGY	1776/99	25-Feb-1999		

COUNTRY	MARK	APPL. NO.	FILING DATE	REG. NO.	REG. DATE
Singapore	TRIPATH TECHNOLOGY	1777/99	25-Feb-1999		
Taiwan	COMBINANT DIGITAL	88008013	26-Feb-1999		16-Jun-2000
Taiwan	COMBINANT DIGITAL	88008012	26-Feb-1999	00133792	01-Dec-2000
Taiwan	DESIGN (T)	88008011	26-Feb-1999	00903068	01-Sep-2000
Taiwan	DESIGN (T)	88008010	26-Feb-1999	00130297	01-Oct-2000
Taiwan	TRIPATH	89048652	21-Aug-2000	984786	16-Feb-2002
Taiwan	TRIPATH TECHNOLOGY	88008014	26-Feb-1999	00915918	01-Dec-2000
Taiwan	TRIPATH TECHNOLOGY	88008015	26-Feb-1999	00127054	01-Aug-2000
U.S.	CLASS-T	76/073,920	20-Jun-2000	2,809,670	03-Feb-2004
U.S.	COMBINANT DIGITAL	75/545,470	31-Aug-1998		
U.S.	DESIGN (T)	75/545,868	31-Aug-1998		
U.S.	DIGITAL POWER PROCESSING	75/586,992	12-Nov-1998	2,526,206	01-Jan-2002
U.S.	DPP	75/587,539	12-Nov-1998	2,453,669	22-May-2001
U.S.	TIO	76/096,294	24-Jul-2000		
U.S.	TIO AND DESIGN	76/096,234	24-Jul-2000		
U.S.	T-PATH				
U.S.	TRIPATH	75/866,037	06-Dec-1999	2,398,029	24-Oct-2000
U.S.	TRIPATH AND DESIGN (T)	76/157,810	31-Oct-2000	2,685,346	11-Feb-2003
U.S.	TRIPATH TECHNOLOGY	75/501,525	12-Jun-1998		

Schedule B
Demand Letter

Lowenstein Sandler

Theodore [illegible]
[illegible]
[illegible]
[illegible]

[illegible] 8, 2006

VIA FACSIMILE AND
FIRST-CLASS MAIL

Mr. [illegible] Tripathi
Chief Executive Officer
Tripath Technology Inc.
[illegible] Orchard Parkway
San Jose, CA [illegible]

Re: 6% Senior Secured Debentures, original issue date November 8, 2005 (the "Debentures") of Tripath Technology, Inc. ("Tripath") in favor of Bushido Capital Master Fund, LP ($1,000,000), Enable Growth Partners, LP ($1,3000,000), Enable Opportunity Partners, LP ($350,000), Gamma Opportunity Capital Partners, LP ($250,000) Class A, Gamma Opportunity Capital Partners, LP ($250,000) Class C, Gryphon Master Fund, L.P. ($1,000,000), GSSF Master Fund, LP, ($500,000), and SRG Capital, LLC ($350,000) (collectively, the "Secured Parties") and Security Agreement, dated as of November 8, 2005 (the "Security Agreement"), between Tripath and the Secured Parties (the Debentures and Security Agreement are collectively referred to as the "Loan Documents").

Dear Mr. Tripathi:

The undersigned Law Firm represents Enable Growth Partners, LP, agent for the Secured Parties, with respect to the above referenced transaction. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Loan Documents. As a result of Tripath's continuing default under the Loan Documents including but not limited to its failure to pay the required principal and interest due on [illegible] 1, 2006, demand is hereby made upon Tripath for the immediate payment of the Mandatory Default Amount of $[illegible] together with interest at 18% per annum (the "Default Interest"), costs, and expenses. The Default Interest will continue to accrue until all outstanding Obligations are paid in full.

Tripath is hereby directed pursuant to Section 8 of the Security Agreement to immediately assemble the Collateral including but not limited to all Intellectual Property, dyes, components and work in process and to take all steps necessary to allow the Agent to take possession, control, or exercise any other rights it may have to the Collateral wherever the same may be located. Accordingly upon receipt of this demand you are directed to immediately contact the Agent c/o Brendan O'Neil, CFA, Enable Growth Partners, LP, Enable Capital Management, One Ferry Building, Suite 255, San Francisco, CA [illegible], [illegible] to make arrangements for the removal of the collateral.

Lowenstein Sandler PC
www.lowenstein.com
[illegible]

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