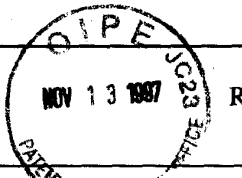


MRD 11-13-97

08-17-1998



100794710

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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

<p>1. Name of conveying party(ies): Donald A. Bradley</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>November 6, 1997</u></p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Wiltron Company</u></p> <p>Address: <u>490 Jarvis Drive</u> <u>Morgan Hill, CA 95037-2809</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>4. Application number(s) or patent number(s):</p> <p>A. Patent Application No.: 08/847,672</p> <p>Title: PROGRAMMABLE FREQUENCY DIVIDER</p> <p>Filed Date: <u>April 24, 1997</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If this document is being filed together with a new application, the execution date of the application is: _____</p>	<p>B. Patent No(s):</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Martin C. Fliesler, Esq.</u></p> <p>Address: <u>Fliesler, Dubb. Meyer & Lovejoy</u> <u>Four Embarcadero Center, Suite 400</u> <u>San Francisco, CA 94111</u></p> <p>Telephone: <u>(415) 362-3800</u></p>	<p>6. Total Number of applications and patents involved: <u>1</u> <input checked="" type="checkbox"/> \$40.00 each</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Check Enclosed</p> <p>8. Fee Authorization. Authorization is given to charge any additional fees or credit any overpayment to Deposit Account No. 06-1325. Copy. (A duplicate copy of this authorization is not enclosed.)</p>
<p>9. Statement and signature. <i>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.</i></p> <p><u>William J. Harmon, III</u> <u>William J. Harmon</u> <u>November 11, 1997</u> (Reg. No.: 40,635) Signature Date</p> <p>10. Total number of pages to be recorded: <u>3</u> (1 page cover sheet and <u>2</u> page document).</p>	

12/09/1997 SBL/ZZR 0800064 08847672 40,000

SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, Donald A. Bradley, a resident of California (hereinafter termed "Inventor"), has invented certain new and useful improvements in:

PROGRAMMABLE FREQUENCY DIVIDER

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

1. ___ On the ___ day of _____, 19___;

Or

2. X Said application having SC/Serial Number 08/847,672 and filed on the 24th day of April, 1997.

WHEREAS Wiltron Company (hereinafter termed "Assignee"), a corporation of the State of California, having a place of business at Morgan Hill, State of California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any

duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee on the date of acknowledgement before the Notary Public as given below.

Date: DAO Nov 6, 1997
Donald A. Bradley

State of CALIFORNIA)
County of SANTA CLARA)

On 06 November 1997 before me, Colleen M. Sanchez, Notary Public
(name and title of officer)

personally appeared Donald A. Bradley, personally known to me (or 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.

WITNESS my hand and official seal.

Signature Colleen M. Sanchez

