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3. Nature of conveyance:	Hastings C	hrist Church
	Merger Barbados,	West Indies
Security Agreement	Change of Name Additional name	(s) & address(es) attached? Yes No
Execution Date: 5.14.99 . 5.18.99	(lesp)	
4. Application number(s) or registration number(s):	: ; Attomey Docket No: 0100.9900540	7/316,458
If this document is being filed together with a ne	w application, the execution date of the application is:	
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Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks, Office of Public Records, Crystal Gateway 4, Room 335, Washington, D.C. 20231

ASSIGNMENT OF U.S. PATENT APPLICATION

This is an assignment of patent rights between the inventor(s) Christian J. Wiesner and Collis Quinn Carter (herein after referred to as the Inventor) and ATI International, SRL having a place of business at Beaumont House, Hastings Christ Church, Barbados, West Indies (herein after referred to as the Assignee).

WHEREAS, Inventor has caused to be prepared a United States Patent Application in the Inventor's name entitled METHOD AND APPARATUS FOR ASYNCHRONOUS FRAME SYNCHRONIZATION having a docket number of 0100.9900540 (herein after referred to as the Patented Invention); and

WHEREAS, Assignee has a desire to acquire all rights, title, and interest in the Patented Invention.

NOW, THEREFORE, the parties agree as follows:

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1. The Inventor hereby sells, assigns, and transfers its entire rights, title, and interest in the Patented Invention and all patents that may be granted therefrom due to divisions, reissue, substitutions, extensions, continuations, and continuations-in-part to the Assignee.

2. The Inventor hereby sells, assigns, and transfers its entire rights, title, and interest in any foreign (non U.S.) national patent application, invention registration, or equivalent (Foreign Applications), claiming approximately the same subject matter of the Patented Invention to the Assignee.

3. The transfer set forth in Paragraph (2.) is in consideration for the sum of one dollar (\$1) U.S. (or its equivalent) and/or other consideration for which both parties acknowledge to be valuable, having been conveyed to the Inventor by the Assignee. Consideration may include at least one of: employment, an independent contractor agreement, monetary payment, or other benefit hereby acknowledged as received.

4. Inventor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue the patent for the Patented Invention, and all resulting patents therefrom, insofar as Inventor's interest is concerned, to the Assignee.

5. The Inventor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interest in the Assignee.

6. The Inventor hereby further agrees to communicate with the Assignee any facts its knows regarding any improvements of the Patented Invention while employed by Assignee and for one year thereafter.

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7. The Inventor hereby yet further agrees to, at the expense of the Assignee:

- i) testify in any legal proceedings,
- ii) sign all lawful papers,
- iii) execute all divisional, continuation, continuation-in-part, reissue and substitute applications,
- iv) make all lawful oaths, and assist in vesting title in the Assignee and to aid the Assignee to obtain and enforce proper protection for the subject matter of the Patented Invention in all countries, and
- \underline{v}) notify Assignee promptly (by facsimile or first class mail) of any subpoena or contact by any person other than Assignee or its agents regarding the Application or resultant patent(s) issuing therefrom, and in any event at least one week prior to any deposition, legal inquiry or legal proceeding relating to the above identified invention.

This assignment is executed on the date(s) of which the Inventor has signed.

Inventor: SS: State/Province of banty of Ticsalit J. Wiesper and acknowledge the an Before me personally appeared said 1 dr foregoing instrument to be his/her free act and deed this dawof Seai 10 LISA LORRAINE RICE, Notary Public, Regional Municipality of York, limited to the attestation of instruments (Notary) and the taking of affidavits, for ATI Technologies inc. and its subsidiary companies. Expires February 5, 2002. 2 May 18, 1999 Collis Quinn Carter State/Province o SS: Reguna Municalit unnlarter Before me personally appeared said and acknowledge the Can foregoing instrument to be his/her free act and deed this day of Seal (Notary) LISA LORRAINE RICE, Notary Public, Regional Municip of York, limited to the attestation of instruments and the taking of affidavits. for ATI Technologies inc. and its subsidiary companies. Expires February 5, 2002.

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