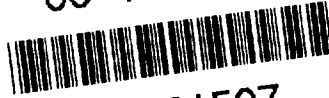


MRO 6-1-99

06-11-1999



101061597

Attorney Docket No. 0744-LOOKER

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

10535 U.S. PATENT
09/32/99
06/01/99

1. Name of conveying party(ies):
Robert E. Cousins, Steven A. Shaw

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name

Other:

Execution Date: 6/1/99

2. Name and address of receiving party(ies):
Name: CIRRUS LOGIC, INC.
Address: 3100 West Warren Avenue M/S 521
Fremont, CA 94538-6419

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

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: June 1, 1999 and the title is: System for a Multi-Purpose Portable Imaging Device

A. Patent Application No.(s)
09 324068

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Legal Department, M/S 521
Address: CIRRUS LOGIC, INC.
3100 W. Warren Avenue
Fremont, California 94538-6419

6. Total number of applications and patents involved: ONE

Total fee (37 CFR 3.41):\$ 40.00

Enclosed
 Authorized to be charged to deposit account, if necessary

8. Deposit account number:
03-2028

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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.

Steven A. Shaw
Name of Person Signing
Registration No. 39,368

Signature

6/1/99
Date

Total number of pages including cover sheet, attachments, and document: 4

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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 Inventors hereby jointly and severally covenant and agree 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 Inventors 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 Inventors 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 Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

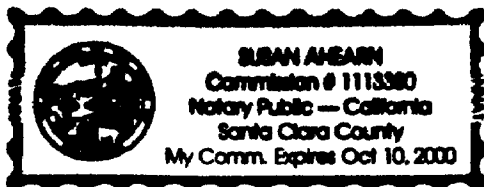
IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee on the date of acknowledgment before the Notary Public as given below.

(1) *Robert Cousins*
Robert E. Cousins

(2) State of California)
County of Alameda)

On June 1, 1999 before me, Susan Ahearn, personally appeared Robert E. Cousins, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal. *Susan Ahearn*
Signature



(2) *Steven A. Shaw*
Steven A. Shaw

(2) State of California)
County of Alameda)

On June 1, 1999 before me, Susan Ahearn, personally appeared Steven A. Shaw, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal. *Susan Ahearn*
Signature

