

06-15-1999

6-10-99



101065629

To the Honorable Commissioner of Patents and Trademarks, or copy thereof.

1. Name of conveying party(ies):

Advanced Micro Devices, Inc.

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

2. Name and address of receiving party(ies):

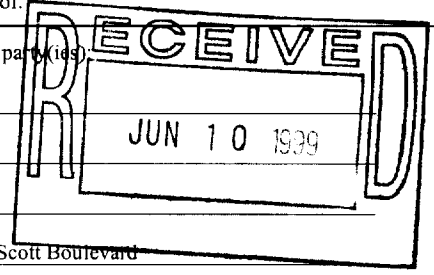
Name: DSP Group, Inc.

Internal Address:

Street Address: 3120 Scott Boulevard

City Santa Clara State CA ZIP 95054

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



3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: February 16, 1999

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of this application is:

A. Patent Application No.(s) 09/148,263 Filed 09/04/98

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Jeffrey C. Hood

Internal Address: Conley, Rose & Tayon, P.C.

Street Address: P.O. Box 398

City Austin State TX ZIP 78767-0398

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
(Attach a duplicate copy of this page if paying by deposit account)

06/15/1999 MTHAI1 00000007 09148263

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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 redacted true copy of the original document. The material redacted from the document pertains to property other than the above-referenced application.

Jeffrey C. Hood
Name of Person Signing
Reg. No. 35,198

Signature

6/8/99
Date

Total number of pages comprising cover sheet: 7

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment"), dated as of February 16, 1999, is by and between DSP GROUP, INC., a Delaware corporation ("USDSPG"), DSP GROUP, LTD., an Israeli corporation (together with USDSPG, "DSPG"), and ADVANCED MICRO DEVICES, INC., a Delaware corporation ("AMD"), pursuant to that certain Asset Purchase Agreement dated as of January 27, 1999 (the "Asset Purchase Agreement") between AMD and DSPG. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Asset Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AMD and DSPG hereby agree as follows:

Section 1. Assignment.

(a) Without limiting the provisions of the Asset Purchase Agreement, the Closing Agreement of even date herewith between AMD and DSPG, or the Bill of Sale of even date herewith executed by AMD, AMD hereby assigns, transfers and conveys to DSPG all of AMD's right, title and interest in and to the Assigned Patents (including, without limitation, the patents and patent applications set forth in Exhibit A hereto) that may now or hereafter be provided by law (by treaty, statute, common law or otherwise) anywhere in the world, together with all national, foreign, state and common law registrations thereof (and all applications for registrations thereof, and all renewals and extensions of such registrations and applications); all goodwill associated therewith; and all benefits, privileges, causes of action, and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Assigned Patents; and to settle and retain proceeds from any such actions).

(b) AMD agrees to execute such written instruments, extend such other cooperation and do such other acts as may be reasonably necessary in the opinion of DSPG to register, perfect and/or enforce DSPG's rights in the Assigned Patents; and AMD hereby irrevocably appoints DSPG and any of its officers as an attorney in fact to undertake such acts in the name of AMD.

(c) AMD hereby acknowledges and agrees that Exhibit A is not a complete list of the Transferred Assets, and that upon DSPG's approval of Schedule 2.1(a)(ii) to the Asset Purchase Agreement, AMD will execute a subsequent assignment agreement that includes the remainder of the Transferred Assets, including the items set forth on such Schedule 2.1(a)(iii).

Section 2. Prosecution. From and after the Closing Date, AMD will have no responsibility to prosecute further any of the patent applications contained in the Assigned Patents, except that AMD will provide to DSPG any cooperation and assistance reasonably requested by DSPG in prosecuting such applications or preparing, filing or prosecuting any future patent applications related to the Assigned Technology. Such cooperation and assistance will include, without limitation, (a) providing DSPG with all correspondence, documentation and

other materials relating to the preparation, filing and prosecution of the patent applications contained in the Assigned Patents, (b) instructing all patent counsel retained by AMD in connection with such applications to continue the prosecution of such applications on behalf of DSPG and to cooperate fully with DSPG in such continued prosecution, and (c) providing DSPG with reasonable access to any Persons named as inventors on any such applications who are still employed by AMD after the Closing Date.

Section 3. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 4. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of California (without giving effect to principles of conflicts of law).

Section 5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document.

Section 6. Conflicts. To the extent there is a conflict between the terms and provisions of this Assignment and the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement will govern.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first written above.

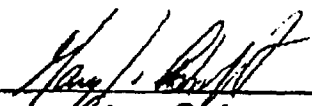
DSP GROUP, INC.

By _____
Name:
Title:

DSP GROUP, LTD.

By _____
Name:
Title:

ADVANCED MICRO DEVICES, INC.

By  _____
Name: GARY S. ASHCRAFT
Title: VICE PRESIDENT

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first written above.

DSP GROUP, INC.

By Igal Kohavi
Name: Igal Kohavi
Title: Chairman of the board

DSP GROUP, LTD.

By Eli Ayalon
Name: Eli Ayalon
Title: President & CEO

ADVANCED MICRO DEVICES, INC.

By _____
Name:
Title:

EXHIBIT A

sf-623974

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PATENT
REEL: 010015 FRAME: 0925

2,477,000

File Number	Title of Application	Inventors	Date Filed	Application Number
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5000-90200/TT1699	Verification of PN Synchronization in a Direct-Sequence Spread-Spectrum Digital Communications System	Alan Hendrickson	September 4, 1998	09/148,263
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