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FORM PTO-1595 1-31-92		4000		S. DEPARTMENT OF COMMERCE
	06-15	-1999		EC.
To the Honorable Commissioner of Patents and Trademarks.	i lonio: Itali ontal linit daila	NIEDI MIELU DI UK III DU EEE INKI	thereof.	
1. Name of conveying party(ies):	10106	65633	.iving party(ies)	JUN
Advanced Micro Devices, Inc.		Name: DSP G	iroup, Inc.	
		Internal Address:	۹ ۲	an a
Additional name(s) of conveying party(ies) attached?	_¶No			
		Street Address:	3120 Scott Bouler	vard
		City Santa Clara	State C	A 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				
<ol> <li>Application number(s) or patent number(s):</li> <li>If this document is being filed together with a new application</li> </ol>		te of this application is:		
		B. Patent No.(s)		
A. Patent Application No.(s) 09/078,225 Filed1 05/13/98		B. Fatent No.(S)		
Additi	ional numbers attache	ed? Yes I	No	
<ol><li>Name and address of party to whom correspondence concerning document should be mailed:</li></ol>		6. Total number of app	plications and patents in	volved:
Name: Jeffrey C. Hood	_			
Internal Address: Conley, Rose & Tayon, P.C.				
Street Address: P.O. Box 398				
City <u>Austin</u> State <u>TX</u> ZIP 78767-0398				
		Enclosed	to be charged to deposit	
	-	8. Deposit account nut		
	DO NOT USE	THIS SPACE		
5/14/1999 NTHAI1 00000312 09078225				
b FGt561 nent and Signature. 40.00 OP				
		orrect and any attached	copy is a redacted true	copy of the original document. The
To the best of my knowledge and belief, the foregoing informaterial redacted from the document pertains to property other t	rmation is true and contract the the true and contract the second s	nced application.		
material reducted from the document pertains to property other t	rmation is true and co than the above-refered MM	nced application.	67	8/22
material redacted from the document pertains to property other to Jeffrey C. Hood Name of Person Signing	rmation is true and co than the above-referen Signature	nced application.	6/	8/72 Date
material redacted from the document pertains to property other to	rmation is true and co than the above-reference the second s	nced application.	,	Date Date es comprising cover sheet:7

PATENT REEL: 010015 FRAME: 0988

#### ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment"), dated as of February 16, 1999, is by and between DSP GROUP, INC., a Delaware corporation ("<u>USDSPG</u>"), DSP GROUP, LTD., an Israeli corporation (together with USDSPG, "<u>DSPO</u>"), and ADVANCED MICRO DEVICES, INC., a Delaware corporation ("<u>AMD</u>"), 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 I. Assignment.

(a) Without limiting the provisions of the Asset Purchase Agreement, the Closing Agreement of even date berewith 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)(iii) 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. <u>Prosecution</u> 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

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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. <u>Overning Law</u>. 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 S. 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. <u>Conflicts</u>. 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.

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### PATENT "REEL: 010015 FRAME: 0990

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

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Name: Title:

ADVANCED MICRO DEVICES, INC.

By

Name: CARY S. ASACRAST Title: VICE PRESMENT

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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

Title: Chairman of the board

**DSP GROUP**, LTD.

By Namer Eli Ayaton

The: President & CEO

### ADVANCED MICRO DEVICES, INC.

By

Name: Title:

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PATENT REEL: 010015 FRAME: 0992

## EXHIBIT A

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# PATENT REEL: 010015 FRAME: 0993

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09/078,225				
May 13, 1998				
Alan Hendrickson				
Symbol-Quality Evaluation in a Digital Communications Receiver				
2000-90000/TT1697				

Application Number

Date Filed

Inventors

**Title of Application** 

File Number

January 25, 1999