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CONVEYANCE TYPE

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

CONVEYING PARTY(IES)

Name (line 1): James W. Cady
 Execution Date: March 20, 1998

Name (line 2): Russell Rapport
 Execution Date: March 20, 1998

Mark if additional names of conveying parties attached.

RECEIVING PARTY(IES):

Name: Staktek Corporation
 Address: 8900 Shoal Creek Blvd
Suite 125
 City: Austin
 State: TX Zip: 78701

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (*Designation must be a separate document from Assignment.*)

PAGES Enter the total number of pages of the attached conveyance document, including any attachments. 2

APPLICATION NUMBER(S) OR PATENT NUMBER(S) Mark if additional numbers attached.
Enter either the Patent application number or the patent number (DO NOT ENTER BOTH numbers for the same property)

Patent Application No(s).: PCT/US98/27873 Patent No(s).: _____

If this document is being filed together with a new patent application, enter the date the application was signed by the first named executing inventor: _____

CORRESPONDENT NAME AND ADDRESS

Name: J. Scott Denko
 Internal address: George & Donalson, L.L.P.
1100 Norwood Tower, 114 West 7th Street,
 Street address: Same

City: Austin
 State: Texas Zip: 78701

05/31/2000 DNGUYEN 00000141 US9827873

01 FC:581

40.00 DP

PATENT COOPERATION TREATY (PCT)

Enter PCT application number
only if a U.S. application number
has not been assigned.

PCT US98/27873
PCT _____
PCT _____

PCT _____
PCT _____
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PCT _____
PCT _____
PCT _____

NUMBER OF PROPERTIES

Enter the total number of properties involved: One (1)

FEE AMOUNT

For Amount for Properties Listed (37 CFR 3.41): \$40.00

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Deposit Account

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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. Charges to deposit account are authorized, as indicated herein.

J. Scott Denko
Name of Person Signing

J. Scott Denko
Signature

May 8, 2000
Date

ASSIGNMENT

WHEREAS, James W. Cady, a citizen of the United States of America and a resident of Austin, Texas, and Russell Rapport, a citizen of the United States of American and a resident of Austin, Texas (hereinafter called the "Assignors"), have invented a certain new and useful invention entitled "**Rambus Stakpak**," for which an application for a patent under the PCT was executed on March 20, 1998, and;

WHEREAS, Staktek Corporation, a corporation, having its principal place of business at 8900 Shoal Creek Blvd., Suite 125, Austin, Texas 78758 (hereinafter called the "Assignee"), is desirous of acquiring and Assignors are desirous of assigning to Staktek Corporation all right, title and interest in and to said Invention, patents and patent applications on said Invention;

NOW, THEREFORE, Assignors, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby SELL, ASSIGN and CONVEY unto Assignee all right, title and interest throughout the world in and to said invention, this assignment including, but not being limited to:

1. All applications for patent or like protection on said Invention made by Assignor or his legal representatives, whether in the United States of America or any other country or place anywhere in the world;
2. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extension, and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future laws or statutes;
3. All rights of action on account of past, present and future unauthorized use of said Invention and for infringement of said patents and like protection;
4. The right to Assignee to file in its name applications for patents and like protection for said Invention in any country or countries foreign to the United States; and
5. All international rights or priority associated with said Invention, applications for patents, patents and like protection.

Assignors covenant that Assignors, their heirs, legal representatives, assigns, administrators, and executors will execute all papers and perform such other acts, with expenses if any to be paid by Assignee, as may be reasonably necessary to give Assignee, its successors

and assigns, the full benefit of this Assignment. This Assignment shall be binding upon and shall inure to the benefit of the successors, assigns and legal representatives of the parties hereto.

EXECUTED on the date indicated below.

Assignor:

Date: 8 May 2000

By: *James W. Cady*
James W. Cady

THE STATE OF TEXAS

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§

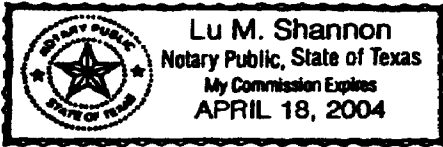
COUNTY OF TRAVIS

This instrument was acknowledged by James W. Cady on this the 8th day of May, 2000.

(Seal)

Lu M. Shannon
Notary Public in and for the State of Texas

My commission expires: 4/18/2004



Assignor:

Date: May 8, 2000

By: *Russell Rapport*
Russell Rapport

THE STATE OF TEXAS

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§
§

COUNTY OF TRAVIS

This instrument was acknowledged by Russell Rapport on this the 8th day of May, 2000.

(Seal)

Lu M. Shannon
Notary Public in and for the State of Texas

My commission expires: 4/18/2004

