

07-10-2000



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To the Honorable Commissioner of Patents &

original documents or copy thereof.

1. Name of conveying party(ies):

(a) C-Cube Microsystems Inc.

Additional name(s) of conveying party(ies) attached?

Yes No

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

Name: C-Cube Semiconductor II Inc.

Street Address: 1778 McCarthy Boulevard

City: Milpitas State: California Zip: 95035

Country: United States

3. Nature of Conveyance:

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

Execution Date: April 28, 2000

Name and address of receiving party(ies):

Name:

Street Address:

City: State:

Country:

JUN -9 PM 12:27
 OPR/TINANCE

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: _____

A. Patent Application No.(s):

07/495,583
07/669,818
08/296,777

B. Patent No.(s):

5,253,078
5,191,548
5,270,832

Additional numbers attached? Yes No

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

Name: Edward C. Kwok

Internal Address: SKJERVEN, MORRILL, MacPHERSON,
FRANKLIN & FRIEL LLP

Street Address: 25 METRO DRIVE, SUITE 700

City SAN JOSE State CA ZIP 95110

6. Total number of applications and patents involved: 37

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

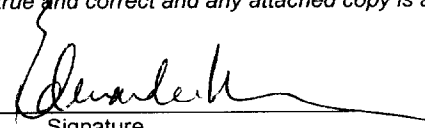
- Authorized to be charged to Deposit Account 19-2386
- Charge Deposit Account 19-2386 for any additional fees required for this conveyance and credit deposit account 19-2386 any amounts overpaid

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8. 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.

Edward C. Kwok 33,938
Name of Person Signing

 6/5/2000
Signature Date

07/10/2000 BNGUYEN 00000031 192386 07495583

Total number of pages comprising cover sheet: 19

FC:581 1480.00 CH

PATENTS ONLY

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

1. Additional name(s) of conveying party(ies):

2. Additional Names and address of receiving party(ies):

Name: _____

Internal Address: _____

Street Address: _____

City _____ State _____ ZIP _____

Name: _____

Internal Address: _____

Street Address: _____

City _____ State _____ ZIP _____

Name: _____

Internal Address: _____

Street Address: _____

City _____ State _____ ZIP _____

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

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

A. Patent Application No.(s)

07/494,607

07/890,732

08/288,652

08/420,888

08/520,319

08/520,288

08/520,353

B. Patent No.(s)

5,341,318 5,598,514 5,864,817

5,379,356 5,740,340 5,890,124

5,598,483 5,608,656 5,805,488

5,608,888 5,630,033 5,768,292

5,815,646 5,910,909

5,809,174 5,568,167

5,423,010 5,596,376

5,309,567 5,900,865

5,151,875 5,604,540

5,870,497 5,649,029

U.S. PATENT ASSIGNMENT

WHEREAS, C-Cube Microsystems Inc., a Delaware corporation ("Assignor"), owns the patent registrations and applications listed and described on Schedule A attached hereto (the "Patents"); and

WHEREAS, Assignor and C-Cube Semiconductor II, Inc., a Delaware corporation ("Assignee"), have entered into a General Assignment and Assumption Agreement dated May 1, 2000, pursuant to which Assignor has agreed, *inter alia*, to grant to Assignee all of Assignor's right title and interest in and to the Patents and Assignee desires to acquire the entire right, title and interest in and to the Patents.

NOW, THEREFOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, throughout the world and in perpetuity, the entire right, title and interest: (a) in and to the Patents and any inventions disclosed therein (the "Inventions"); (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said Inventions, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said Inventions in the United States or any other country, including each and every application filed and each and every patent granted on any applications 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; (e) in and to each any every patent claim resulting from a reexamination certificate for any and all said patents; (f) including, without limitation, the right to sue for and recover damages for any past, present or future infringement of the Patents; and (g) all other rights and licenses Assignor would have had if Assignor had not made the assignment made hereunder.

2. Assignor hereby covenants and agrees to cooperate with Assignee to enable Assignee to enjoy the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by Assignor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance and instructions all to the extent deemed necessary or desirable by 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 Inventions; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said Inventions; (g) for legal proceedings involving the Inventions, 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 that the reasonable expense incurred by Assignor in providing such cooperation shall be paid for by Assignee; (h) for aid in completing the filing and prosecution of a nonprovisional application claiming benefit of the application; and (i) for obtaining from Assignor's counsel transfer to Assignee of all relevant documents and materials related to the Inventions.

SCHEDULE A

Patent Registrations and Applications

Country	Reference	Date Filed	Serial #	Status	Responsible Firm
United States	07923/034001	2/20/97	08/803.287	Issued 3/16/99 5,883,879	Fish & Richardson (F&R)
United States	07923/045001	4/3/97	08/828.807	Pending	F&R
United States	07823/052001	6/25/97	08/882.518	Issued 2/2/99 5,867,437	F&R
United States	07923/057001	8/21/97	08/918.524	Issued 3/23/99 5,886,857	F&R
United States	07923/063001	8/26/97	08/918.344	Issued 06/01/99 5,909,187	F&R
United States	07923/067001	10/14/97	08/949.991	Allowed	F&R
United States	07923/068001			Abandoned	F&R
United States	07923/069001	10/14/97	08/950.379	Pending	F&R
United States	07923/070001	8/4/98	09/128.730	Pending	F&R
United States	07923/075001	3/19/98	09/044.493	Pending	F&R
United States	07923/076001	12/4/98	09/205.555	Pending	F&R
United States	07923/080001	7/24/98	09/122.051	Pending	F&R
United States	07923/106001	11/13/98	09/192.102	Pending	F&R
United States	07923/112001	6/29/99	09/342.842	Pending	F&R
United States	07923/113001	9/10/99	09/393.399	Pending	F&R

Country	Reference	Date Filed	Serial #	Status	Responsible Firm
United States	07923/114001	9/10/98	09/383.388	Pending	F&R
United States	07923/115001	6/7/94	08/254.992	Issued 12/5/98 5,473,385	F&R
Taiwan	07923/116TW1			Closed	F&R
United States	07923/118001	5/28/93	08/088.580	Issued 4/2/95 5,504,785	F&R
Canada	07923/116CA1	5/20/94	2161626	Abandoned	F&R
Australia	07923/116AU1	5/20/94	69169/94	Abandoned	F&R
Brazil	07923/116BR1	5/20/94	P1 9406664-7	Abandoned	F&R
South Korea	07923/116KR1	5/20/94	705030/1995	Abandoned	F&R
Wipo	07923/116W01	5/20/94	US94/05871	NAT Phase	F&R
Japan	07923/22+JP1	5/20/94	7-500818	Abandoned	F&R
Israel	07923/116IL1	5/23/94	109738	Abandoned	F&R
Philippines	07923/116PHI	5/24/94	48323	Abandoned	F&R
Austria	07923/116AT1	5/26/94	94650013.9	Abandoned	F&R
European Patent CO	07923/116EP1	5/26/94	94850013.9	Issued 4/24/96 0827830	F&R

Country	Reference	Date Filed	Serial #	Status	Responsible Firm
Belgium	07923/1168E1	5/26/94	94850013.9	Abandoned	F&R
Ireland	07923/116IE1	5/26/94	94650013.9	Abandoned	F&R
Slovenia	07923/116S11	5/26/94	94650013.9	Abandoned	F&R
Sweden	07923/116SE1	5/26/94	94650013.9	Abandoned	F&R
Portugal	07923/116PT1	5/26/94	94650013.9	Abandoned	F&R
Netherlands	07923/116NL1	5/26/94	94650013.9	Abandoned	F&R
Monaco	07923/116MC1	5/26/94	94650013.9	Abandoned	F&R
Germany	07923/116DE1	5/26/94	94650013.9	Issued 4/24/96 69400162.7	F&R
Italy	07923/116IT1	5/26/94	94650013.9	Abandoned	F&R
Switzerland	07923/116CH1	5/26/94	94650013.9	Abandoned	F&R
Hong Kong	07923/116HK1	5/26/94	94650013.9	Abandoned	F&R
Greece	07923/116GR1	5/26/94	94650013.9	Abandoned	F&R
United Kingdom	07923/116GB1	5/26/94	94650013.9	Issued 4/24/96 0627830	F&R
France	07923/115FR1	5/26/94	94650013.9	Issued 4/24/96 0627830	F&R

Country	Reference	Date Filed	Serial #	Status	Responsible Firm
Spain	07923/116ES1	5/26/94	94550013.9	Abandoned	F&R
Denmark	07923/116DK1	5/26/94	94650013.9	Abandoned	F&R
Luxembourg	07923/116LUI	5/26/94	94650013.9	Abandoned	F&R
Mexico	07923/116MX1	5/26/94	944008	Abandoned	F&R
Malaysia	07923/116MY1	5/26/94	P19401344	Abandoned	F&R
Argentina	07923/116AR1	5/26/94	328,345	Abandoned	F&R
United States	07923/117001	6/16/94	08/260.889	Issued 3/18/97 5,612,975	F&R
United States	07923/120001	9/3/98	09/390.090	Pending	F&R
United States	18561-002	12/26/95	08/578,227	Issued 7/27/99 5,929,916	Proskauer Rose
United States	18561-004	12/26/95	08/578,230	Issued 2/16/99 5,872,598	PR
United States	18561-005	12/26/95	08/578,229	Issued 9/1/98 5,801,779	PR
United States	18561-006	12/26/95	08/578,228	Issued 6/23/98 5,771,316	PR
United States	18561-007	12/26/95	08/578,231	Issued 10/28/97 5,682,204	PR

Country	Reference	Date Filed	Serial #	Status	Responsible Firm
United States	18561-008	12/26/95	08/578,811	Issued 11/11/97 5,686,963	PR
United States	18561-009	7/18/97	08/896,482	Issued 12/29/98 5,854,658	PR
United States	18561-010	7/18/97	08/896,483	Issued 12/8/98 5,847,761	PR
United States	18561-011	12/8/95	08/569,782	Issued 5/26/985,757,435	PR
United States	18561-017	12/26/95	08/578,813	Issued 6/2/98 5,761,398	PR
United States	18561-018	12/26/95	08/578,814	Issued 3/2/99 5,878,166	PR
United States	18561-019	12/26/95	08/578,815	Issued 7/22/97 5,650,860	PR
United States	18561-020	12/26/95	08/578/812	Issued 6/9/98 5,764,293	PR
United States	18561-012	11/21/96	08,755,446	Pending	PR
United States	18561-013	11/21/96	08/755,445	Pending	PR
United States	18561-014	9/11/96	08/712/128	Issued 12/8/98 5,847,772	PR

Country	Reference	Date Filed	Serial #	Status	Responsible Firm
United States	18561-015	12/30/96	08/777,444 & 08/998,924	Allowed	PR
United States	18561-016	2/28/96	08/608/039	Issued 10/13/98 5,821,991	PR
United States	18561-022	2/28/96	08/608/038	Issued 7/27/99 5,929,902	PR
United States	18561-021	5/23/96	08/652/231	Issued 9/1/98 5,801,778	PR
United States	18561-024	11/21/96	08/755/447	Pending	PR
United States	18561-025	7/22/97 & 5/18/98	08/999,763	Allowed	PR
United States	18561-027	12/4/96	08/753,963	Issued 5/18/99 5,905,542	PR
United States	18561-030	12/31/97	09/001,393	Allowed	PR
United States	18561-031	6/18/97	08/878,381	Issued 7/20/99 5,926,220	PR
United States	18561-032			Second draft sent 5/8/98	PR
United States	18561-033	12/9/97	08/987,495	Pending	PR
United States	18561-034	12/19/97	08/994,978	Pending	PR

Country	Reference	Date Filed	Serial #	Status	Responsible Firm
United States	18561-036			Draft sent	PR
United States	18561-037			Draft Sent 11/11/97	PR
United States	18561-038			Draft Sent 11/13/97	PR
United States	18561-039			Draft Sent 11/14/97	PR
United States	18561-040			Draft Sent 11/14/97	PR
United States	18561-041	11/4/98	09/006,760	Pending	PR
United States	18561-042	1/14/98	09/006,761	Issued 10/26/99 5,973,758	PR
United States	18561-043	10/6/98	09/168,390	Pending	PR
United States	18561-044	4/20/99	09/295,609	Pending	PR
United States	18561-045	4/20/99	09/295,610	Pending	PR
United States	18561-046	10/2/98	09/166,012	Pending	PR
United States	18561-047			First draft sent 1/18/98	PR
United States	18561-048	11/20/98	09/196,812	Pending	PR

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Country	Reference	Date Filed	Serial #	Status	Responsible Firm
United States	18561-049	01/12/99	09/226,464	Pending	PR
United States	18516-051	9/24/99	09/405,901	Mailed	PR
United States	18561-53	7/7/98	09/111,406	Pending	PR
United States	18561-54	7/30/98 & 10/01/99	98116836.1 (related to 18561- 53) - China 999,014 (related to 18561-46) - Mexico	Pending	PR
United States	24763-17			Third draft sent 1/28/99	PR
United States	24763-18	10/11/96	08/729,547	Issued 7/20/99 5,926,647	PR
United States	24763-19	10/11/96	08/729,545	Issued 9/14/99 5,953,691	PR
United States	24763-20	10/11/96	08/728,678	Issued 8/4/98 5,790,842	PR
United States	24763-21	10/11/96	08/729,544	Pending	PR
United States	24763-22	10/11/96	08/731,343	Issued 3/30/99 5,889,949	PR
United States	24763-23	10/11/96	08/731,218	Issued 8/11/98 5,793,427	PR

Country	Reference	Date Filed	Serial #	Status	Responsible Firm
United States	24763-24	10/11/96	08/731,217	Issued 7/13/99 5,923,385	PR
United States	24763-25	10/11/96	08/731,285	Pending	PR
United States	24763-4	1/10/96 6/30/95	08/585,109 08/497,690	Issued 7/6/99	PR
United States	M-1142 Case Number			Dropped	Skjerven Morrill Macpherson Franklin & Friel
United States	M-1165	03/14/90	07/494242	Issued 3/23/93 5196946	SMMFF
CA	M-1165-1P	03/13/91	2038131	Abandoned	SMMFF
EP	M-1165-1P	03/14/91	91302162.2	Abandoned	SMMFF
JP	M-1165-1P	03/14/91	3-127008	Abandoned	SMMFF
US	M-1165-1P	03/16/90	07-495583	Abandoned	SMMFF
CA	M-1165-2P	03/13/91	2038163	Abandoned	SMMFF
EP		03/13/91	91302104.4	Abandoned	SMMFF
JP		03/14/91	3-154152	Abandoned	SMMFF
US	M-1165-2P	08/23/90	07/572198	Granted 10/12/93 5253078	SMMFF

Country	Reference	Date Filed	Serial #	Status	Responsible Firm
US	M-1165-3C	01/03/92	07/818403	Issued 03/02/93 5191548	SMMFF
US	M-1165-4C	04/14/92	07/870122	Issued 12/14/93 5270832	SMMFF
US	M-1165-5D	12/01/92	07/985092	Issued 8/23/94 5341318	SMMFF
CA	M-1421	03/03/92	2062200	Abandoned	SMMFF
EP		03/13/92	92302172.9	Abandoned	SMMFF
JP		03/13/92	4-55338	Abandoned	SMMFF
US		03/15/91	07/669818	Abandoned	SMMFF
United States	M-1421-1C	04/13/93	08/046474	Issued 01/03/95 5379356	SMMFF
United States	M-1421-2D	10/24/94	08/297722	Issued 01/28/97 5598483	SMMFF
United States	M-1421-3D	8/26/94	08/296943	Issued 03/04/97 5608888	SMMFF
United States	M-1421-4D	8/26/94	08/296387	Issued 9/29/98 5815646	SMMFF
United States	M-1421-5D	8/26/94	08/296777	Abandoned	SMMFF

Country	Reference	Date Filed	Serial #	Status	Responsible Firm
United States	M-1421-6C	10/15/96	08/730252	Issued 9/15/98 5809174	SMMFF
United States	M-1446	1/24/92	07/826312	Issued 6/6/95 5423010	SMMFF
United States	M-1447	1/24/92	07/826327	Issued 05/03/94 5309567	SMMFF
CA	M-1556			Dropped	SMMFF
EP				Dropped	SMMFF
JP				Dropped	SMMFF
CA	M-1574	03/15/91	2038422	Abandoned	SMMFF
EP		06/15/91	91302224.0	Abandoned	SMMFF
JP		03/15/91	3-128805	Abandoned	SMMFF
US		03/16/90	07/494607	Abandoned	SMMFF
US	M-1574-1C	10/02/91	07/770738	Issued 9/29/92 5151875	SMMFF
CA	M-2016	05/19/93	2096585	Abandoned	SMMFF
EP		05/27/93	93304151.9	Abandoned	SMMFF
JP		05/28/93	5-151594	Abandoned	SMMFF

Country	Reference	Date Filed	Serial #	Status	Responsible Firm
KR		05/27/93	93-9288	Abandoned	SMMFF
US	M-2016	05/28/92	07/891507	Issued 2/09/99 5870497	SMMFF
CA	M-2033	05/19/93	20966584	Abandoned	SMMFF
EP		05/27/93	93304152.7	Abandoned	SMMFF
JP		05/28/93	5-151595	Abandoned	SMMFF
ER		05/27/93	93-9289	Abandoned	SMMFF
US		05/28/92	07/890732	Abandoned	SMMFF
US	M-2033-1C	8/10/94	08/288652	Abandoned	SMMFF
US	M-2033-2C	04/10/95	08/420888	Abandoned	SMMFF
US	M-2097			Dropped	SMMFF
US	M-2319			Dropped	SMMFF
EP	M-2320	07/18/94	94202096.7	Abandoned	SMMFF
US	M-2320	08/09/93	08/105253	Issued 01/28/97 5598514	SMMFF
US	M-2320-1D	08/28/95	08/520286	Issued 04/14/98 5740340	SMMFF

Country	Reference	Date Filed	Serial #	Status	Responsible Firm
US	M-2320-2D	08/28/95	08/520319	Allowed	SMMFF
US	M-2320-3D	08/28/95	08/520288	Abandoned	
US	M-2320-4D	08/28/95	08/520353	Allowed	SMMFF
US	M-2320-5D	08/28/95	08/520318	Issued 03/04/97 5608656	SMMFF
US	M-2320-6D	08/28/95	08/520287	Issued 05/13/97 5630033	SMMFF
US	M-2320-7D	06/23/97	08/880357	Issued 06/08/99 5910909	SMMFF
US	M-2633	09/23/94	08/311670	Issued 10/22/96 5568167	SMMFF
US	M-2653			Dropped	SMMFF
US	M-2679	02/16/95	08/389661	Issued 01/21/97 5596376	SMMFF
US	M-2679-1D	10/24/95	08/547177	Issued 05/04/99 5900865	SMMFF
US	M-2679-2D	10/24/95	08/547166	Issued 02/18/97 5604540	SMMFF
EP	M-2987	09/20/95	95114785.9	Abandoned	SMMFF

Country	Reference	Date Filed	Serial #	Status	Responsible Firm
IN		10/04/94	961/MAS/94	Abandoned	SMMFF
JP		09/25/95	7-270508	Abandoned	SMMFF
KR		09/23/95	32035-1995	Abandoned	SMMFF
SG		09/23/95	9501416-3	Abandoned	SMMFF
TW		10/04/94	83109183	Abandoned	SMMFF
US		09/23/94	08/311659	Issued 7/15/97 5649029	SMMFF
US	M-2987-ID	10/26/95	08/548895	Issued 01/26/99 5864817	SMMFF
US	M-2987-2D	10/26/95	08/548889	Issued 03/30/99 5890124	SMMFF
US	M-2987-3D	10/26/95	08/548930	Issued 09/08/98 5805488	SMMFF
US	M-2987-4D	10/26/95	08/548768	Issued 06/16/98 5768292	SMMFF