

04-10-2001



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PATENT

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Conveyance Type

☒ Assignment

☐ Security Agreement

☐ License

☐ Change of Name

☐ Merger

☐ Other

U.S. Government

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☐ Departmental File

☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1) Motorola Limited

Execution Date
Month Day Year
02/23/2001

Name (line 2) a UK company

Second Party

Name (line 1) Motorola Inc.

Execution Date
Month Day Year
02/23/2001

Name (line 2) a Delaware corporation

09029548

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Anadigm Limited

Name (line 2) a UK company

Address (line 1) Scott House

Address (line 2) Westmere Drive

Address (line 3) Crewe

Cheshire, United Kingdom

CW1 6ZG

City

State/Country

Zip Code

☐ 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.)

Domestic Representative Name and Address

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 011648 FRAME: 0267

Correspondent Name and Address

Area Code and Telephone Number **213/680-8400**

Name **Charles Pak, Esq.**

Address (line 1) **Kirkland & Ellis**

Address (line 2) **777 South Figueroa Street**

Address (line 3)

Address (line 4) **Los Angeles, California 90017**

Pages Enter the total number of pages of the attached conveyance document including any attachments. # **12**

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 Number(s)

Patent Number(s)

09/029548

5196740

5680070

5691664

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

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number

only if a U.S. Application Number
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved. # **4**

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **160**

Method of Payment:
Deposit Account

Enclosed ☒

Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

220440

Authorization to charge additional fees:

Yes

☒

No

☐

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.

Donna R. Gasiorowski, Senior
Legal Assistant to Charles Pak

Name of Person Signing

Signature

Date

3/22/01

We hereby certify that this is a true
and correct copy of the original

Dated: 09/03/2001

Hammond Suddards Edge

DATED 23 February 2001

ANADIGM LIMITED

(1)

MOTOROLA LIMITED

(2)

and

MOTOROLA INC

(3)

DEED OF ASSIGNMENT

DATE OF DEED OF ASSIGNMENT

23 February

2001

PARTIES

- (1) **ANADIGM LIMITED** (formerly Anadyne Microelectronics Limited) (Company Number 03800203) whose registered office is at Scott House, Westmere Drive, Crewe, Cheshire, CW1 6ZG ("**Anadigm**")
- (2) **MOTOROLA LIMITED** (Company Number 00912182) whose registered office is at Jays Close, Viabes Industrial Estate, Basingstoke, Hampshire, RG22 4PD ("**Motorola UK**")
- (3) **MOTOROLA INC** a Delaware corporation, having its principal place of business at 3501 William Cannon Drive West, Austin, Texas 78735 ("**Motorola US**")

INTRODUCTION:

- (A) Motorola US and Motorola UK are the proprietors of the Intellectual Property Rights (as defined below).
- (B) Pursuant to the Intellectual Property Agreement (as defined below) Motorola US and Motorola UK agreed to assign the Intellectual Property Rights to Anadigm on the terms and subject to the conditions set out in this Deed of Assignment.

IT IS AGREED as follows:

1 DEFINITIONS

"**Assignable Materials**" means the items identified in Schedule 1 to the extent they exist, can be located and can be transferred.

"**Assignable Non-Patent IPR**" means all technology and associated intellectual property rights including, without limitation, any know-how, copyright, trade secrets, design rights, semi-conductor topography rights and other proprietary rights, other than Assignable Patents or Motorola Patents, that subsist in the Assignable Materials as of 26 January 2000 and were used by Motorola and/or its Subsidiaries in the FPAA Business.

"**Assignable Patents**" means the patents and patent applications listed in Schedule 2 and any patents granted therefrom.

"**Assignable Software**" means the items listed in Schedule 3 to the extent they exist, can be located and can be transferred.

"**Motorola**" means unless the context otherwise expressly provides or requires, either or both of Motorola US and Motorola UK.

"**Security Interest**" means any encumbrance, mortgage, charge, assignment for the purpose of security, pledge, lien, right of set off, option, retention of title or other security interest of whatever kind and any agreement, whether conditional or otherwise, to create any such interest.

"**Trade Mark**" means the name "EasyAnalog"

"Intellectual Property Agreement" means the agreement made on 26 January 2000 between Motorola US, Motorola UK and Anadigm.

"Intellectual Property Rights" means the Assignable Materials, Assignable Non-Patent IPR, Assignable Patents and Assignable Software.

"FPAA Business" means the activity and process of designing, developing, manufacturing, marketing and selling field programmable analog array products.

"Motorola Patents" means the patents and patent applications listed in Schedule 4 and any patents granted therefrom.

"Subsidiary" means any holding company or subsidiary as defined by s.736 Companies Act 1985 (as supplemented by s.736A Companies Act 1985).

2 ASSIGNMENT

2.1 In pursuance of the Intellectual Property Agreement Motorola hereby assign the Intellectual Property Rights to Anadigm with full title guarantee free from all Security Interests but subject to any licences that Motorola may have granted in respect of the Intellectual Property Rights, together with all the right, title and interest of Motorola therein and all the rights, powers and benefits arising or accrued therefrom including, without limitation, the right to sue for and take all such other proceedings as may be necessary for the recovery of past, present and future damages or any other remedies in respect of any infringement of the Intellectual Property Rights (or any of them) or any acts within the scope of the Intellectual Property Rights (or any of them) (including any applications for registration of the Intellectual Property Rights (or any of them) and the benefit of any priority dates relating to such applications) whether taking place before or on or after the date of this Deed of Assignment to hold the same unto Anadigm absolutely.

2.2 In pursuance of the Intellectual Property Agreement Motorola hereby assign to Anadigm, free from all Security Interests, such rights as they may have in the Trade Mark including any associated goodwill and all statutory and common law rights attaching thereto together with all such right, title and interest as Motorola may have therein and all the rights, powers and benefits arising or accrued therefrom including, without limitation, the right to sue for and take all such other proceedings as may be necessary for the recovery of past, present and future damages or any other remedies in respect of any infringement of the Trade Mark whether taking place before or on or after the date of this Deed of Assignment to hold the same unto Anadigm absolutely.

3 COVENANTS

3.1 Motorola US and Motorola UK hereby jointly and severally covenant with Anadigm that they will:

- (a) at the request and expense of Anadigm execute, sign and do all such instruments, applications, documents, acts and things as may reasonably be required by Anadigm to enable Anadigm or its nominee to:
 - (i) enjoy the full benefit of the Intellectual Property Rights and the Trade Mark;

- (ii) enjoy the exclusive benefit of any extension, prolongation or further grant of the Assignable Patents;
 - (iii) otherwise give effect to the terms of this Deed of Assignment including to render all reasonable assistance in support of any application by Anadigm for the recordal of Anadigm as the proprietor of any or all of the Intellectual Property Rights or the Trade Mark in any jurisdiction.
- (b) at the request and expense of Anadigm, render such assistance as Motorola may deem reasonable and practicable to Anadigm in respect of legal proceedings or claims in respect of the Intellectual Property Rights (or any of them) and/or in respect of the enforcement of the Intellectual Property Rights (or any of them) and/or the Trade Mark.
- (c) not bring any action against Anadigm for use of the Trade Mark.

4 NO WAIVER

The parties agree and acknowledge that this Deed of Assignment does not constitute a waiver of any of the terms of the Intellectual Property Agreement and the provisions of the Intellectual Property Agreement shall not be affected by this Deed of Assignment, save to the extent that any undertaking, obligation and/or other provision is fulfilled by the completion of this Deed of Assignment.

5 INTELLECTUAL PROPERTY LICENCES

5.1 Anadigm hereby warrants that it will not take any step to enforce any of the Intellectual Property Rights and/or require that any third party cease using any of the Intellectual Property Rights, in any manner, in any territory unless and until Anadigm has requested confirmation from Motorola of whether such third party is a valid licensee of the relevant Intellectual Property Rights; and

- (a) within 15 working days of such request Motorola has confirmed in writing that the third party is not a valid licensee of the Intellectual Property Rights; or
- (b) Motorola has failed to respond to Anadigm's request within such 15 working day period.

5.2 Motorola shall during the 15 working day period specified in Clause 5.1 use its reasonable endeavours to assist Anadigm to determine whether such third party is a valid licensee of the relevant Intellectual Property Rights acting within the scope of its licence, provided that, and to the extent that, Anadigm gives sufficient details to Motorola to enable it to do so, at the time Anadigm requests confirmation pursuant to Clause 5.1.

5.3 If Anadigm disposes, assigns, transfers and/or licences any of the Intellectual Property Rights to a third party (including, but not limited to, any affiliates and or Subsidiaries) then Anadigm shall ensure that all such third parties are bound by the provisions contained at Clause 5.1.

6 COUNTERPARTS

This Deed of Assignment may be entered into in two counterparts each of which when executed and delivered shall be an original.

7 GOVERNING LAW

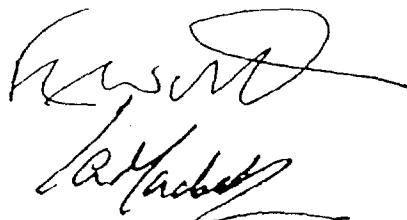
This Deed of Assignment shall be subject to and interpreted in accordance with English Law and the parties submit to the exclusive jurisdiction of the English courts.

IN WITNESS whereof the parties hereto have executed this Deed of Assignment as follows.

EXECUTED by ANADIGM LIMITED)
as a Deed by these signatures and
delivered:)

Director

Director/~~Secretary~~



EXECUTED by MOTOROLA)
LIMITED as a Deed by these
signatures and delivered:)

Director

Director Secretary

EXECUTED by MOTOROLA INC as)
a Deed by these signatures and
delivered:)

Director

Director Secretary

22:16

22:16 RAB 279

BS:ST 730241

GOVERNING LAW

This Deed of Assignment shall be subject to and interpreted in accordance with English Law and the parties submit to the exclusive jurisdiction of the English courts.

IN WITNESS whereof the parties hereto have executed this Deed of Assignment as follows.

EXECUTED by ANADIGM LIMITED)
as a Deed by these signatures and
delivered:)

Director

Director/Secretary

EXECUTED by MOTOROLA)
LIMITED as a Deed by these
signatures and delivered:)

Director

Director/Secretary

EXECUTED by MOTOROLA INC as)
a Deed by its duly authorised
signatory and delivered:)

Ray Burgess

FEB 21st 2001

Corporate Vice President and

Director, Strategy and Marketing

7 GOVERNING LAW

This Deed of Assignment shall be valid and interpreted in accordance with English Law and the parties submit to the exclusive jurisdiction of the English courts.

IN WITNESS whereof the parties hereto have executed this Deed of Assignment as follows.


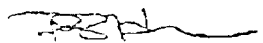
EXECUTED by ANADIGM LIMITED)
as a Deed by these signatures and
delivered:)

Director

Director/Secretary

EXECUTED by MOTOROLA)
LIMITED as a Deed by these
signatures and delivered:)

Director


D.M. BROWN

P.S. HARE

Director/Secretary

EXECUTED by MOTOROLA INC as)
a Deed by these signatures and
delivered:)

Director

Director/Secretary

SCHEDULE 1

ASSIGNABLE MATERIALS

I. FPAA development boards

Name	Description	Contact	Location (located)	Origin
MPAA3BRD PCB schematics (plot)	Printout of MPAA3BRD design from original Cadence schematics	D. Bersch	PHX (Y)	Motorola (US)
Design schematics for POD	Serial download cable interface circuit schematics	I. Macbeth	MAN (Y)	Motorola (UK)
MPAA4BRD schematics	D. Klotz eval. Board prototype schematics	D. Bersch	PHX(Y)	Motorola (US)
MPAA3DS Parts lists	List of all parts relating to the manufacturing of the MPAA3DS board	L. K'beck W. Altonen	PHX (Y)	Motorola (US)

II. Original document sources (electronic format):

Name	Description	Contact	Location (located)	Origin
MPAA3UM/D source	EasyAnalog™ Design Manuals	L. K'beck	PHX (Y)	Motorola (US)
MPAA020/D source	MPAA020 data sheets	L. K'beck	PHX (Y)	Motorola (US)
MPAA3DS/D source	MPAA3DS data sheet	L. K'beck	PHX (Y)	Motorola (US)
BR1500/D source	BR1500/D glossy colour data sheet	L. K'beck	PHX (Y)	Motorola (US)
EasyAnalog™ Help Info	Source data for EasyAnalog™ Help	I. Macbeth H. Anderson	PHX (Y)	Motorola (US)
EasyAnalog™ User Manual	'HelpBreeze' format source data for EasyAnalog™ user	I. Macbeth	PHX (Y)	Motorola

Name	Description	Contact	Location (located)	Origin
source	manuals	H. Anderson		(US)

III. Test:

Name	Description	Contact	Location (located)	Origin
Documentation for Credence automatic test program	All source code documentation for Credence automatic test program	D. Bersch W. Altonen I. Macbeth	PHX, Credence (Y)	Credence Motorola
Specification for Credence automatic test program	Specification for MPAA020 production test on Credence testers	I. Macbeth	MAN (Y)	Motorola (US)

IV. Customer Information:

Name	Description	Contact	Location (located)	Origin
FPAA Customer Contracts	Most recent lists of all customers who registered to Motorola's FP products web site or contacted Motorola in response to published articles or advertisements, tradeshow in connection with FPAA products.	L. K'beck C. Gehman I. Macbeth	MUC, PHX (Y) MAN (Y)	Motorola (US/UK)
Wyle Roadshow Feedback	Customer feedback from the Wyle/Motorola MPAA020 roadshow	D. Bersch	PHX (Y)	Wyle, Motorola (US)
University of Arizona Report	Results of analysis commissioned by Motorola, Contract located	D. Bersch	PHX (Y)	U of Az, Motorola (US)
University of Alberta Report	Results of product design-in commissioned by Motorola, contract located.	D. Bersch	PHX (Y)	U of Ab, Motorola (US)

V. Development Plans:

Name		Description	Date	Format	Origin
EasyAnalog CF.MPP	Feb98	Current-funded gantt for EasyAnalog development	Feb 98	Electr.	Motorola (US/UK)
EasyAnalog FF.MPP	Feb98	Fully-funded gantt for EasyAnalog development	Feb 98	Electr.	Motorola (US/UK)
MPAA108 Development Plan.doc		Development plan	Feb 98	Electr.	Motorola (US/UK)
MPAA108 CF.MPP	Feb98	Current-funded gantt for MPAA108 development	Feb 98	Electr.	Motorola (US/UK)
MPAA108 FF.MPP	Feb98	Fully-funded gantt for MPAA108 development	Feb 98	Electr.	Motorola (US/UK)

VI. MPAA020 Architecture:

Name	Description	Date	Format	Origin
SECT0.DOC SECT1.DOC SECT2.DOC SECT3.DOC SECT4.DOC SECTA.DOC SECTB.DOC SECTC.DOC	Original specification for DPAD2 product architecture	Feb 96	Electr.	Motorola (UK), PMeL

VII. EasyAnalog Development Documentation:

Name	Description	Date	Format	Origin
Easyad.doc	EasyAnalog v2.0 draft specification	May 98	Electr.	Motorola (US)
Macro editor bug list		Jan 98	Paper	Motorola (US/UK)

VIII. Product Marketing Documentation:

Name	Description	Date	Format	Origin
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Name	Description	Date	Format	Origin
97GenMPAAPres.ppt FPAA R&D Needs.ppt FPAM-GenPres.ppt MPAA Market Response.ppt MPAA Strategy.ppt	MPAA market forecasts & strategy documents.	98	Electr.	Motorola (US)
IMPMemo.doc	Competitor analysis	Jun 96	Electr.	Motorola (US)
FPAA market survey	Booz-Allen & Hamilton FPAA market survey results & report, 1995	W. Altonen	Paper	B-A & H (US)

IX. Manufacturing & Production:

Name	Description	Date	Format	Origin
DIBfix.report	Report on fixes to MPAA020 digital interface	April 97	Electr.	Motorola (US)
DPAD3Bits.fm	Programming guide for DPAD3	March 97	Electr.	Motorola (US)

X. Training:

Name	Description	Date	Format	Origin
Analog1.ppt easy1.ppt filter1.ppt intro1.ppt macro1.ppt sample1.ppt sample1_orig.ppt training1r1a.ppt	Training materials for MPAA products	Oct 97	Electr.	Motorola (US)

XI. Laboratory Notebooks:

Name	Description	Format	Origin
PMEL Notebook 1 '90-93 PMEL Notebook 2 '90-92 PMEL Notebook 2 '92-95 PMEL Notebook 2 '95-96	Ian Macbeth PMEL Meeting / Lab Notebooks But only relating to FPAA Technology	notebook	Motorola (UK)
PMEL/Motorola Notebook 1 '97-98	Matt Collins Meeting / Lab	notebook	Motorola

Name	Description	Format	Origin
Motorola Notebook 1 '98	Notebooks But only relating to FPAA Technology		(UK)
Book 2 '95 silicon design notebook 1 '97 silicon design notebook 2 '97-98 silicon design notebook a '95-96	Adrian Bratt Lab Notebooks (FPAA) But only relating to FPAA Technology	notebook	Motorola (UK)

XII. Other:

Name	Description	Date	Format	Origin
Dload4.doc dload4.pdf	MPA Serial download POD host protocol	Feb 98	Electr.	Motorola (UK)
Download cable.doc	Connecting the Download Cable to the MPA via the 16-pin Header	Mar 98	Electr.	Motorola (UK)
Download pod schematic			Paper	Motorola (US)

SCHEDULE 2

Assignable Patents

Docket #	Title	Patent/Application No.
SC0709EN	Linear Array	US 5,196,740 AU 74051/91 AT 91302724.9 CA 2039424 CN 91102044.6 DK 91302724.9 EP 91302724.9 FR 91302724.9 GB 9106562.3 DE 91302724.9 IT 91302724.9 JP 3-71198 KR 91-5268 SG 9791431-1 ES 91302724.9 TW 80105527
SC09547C	Programmable Analog Array and Method of Configuring Same	US 5,680,070
SC0716EN	Double Differential Pair	GB 9518306.7 AU 68861/96 CA 2231789 CN 96197465.6 EP 96929451.1 JP 9-511000 SG 9802162-9 US 09/029548
SC09548C	Programmable Analog Array and Method for Establishing a Feedback Loop Therein	US 5,691,664

SCHEDULE 3
Assignable Software

Name	Description	Contact	Location (located)	Origin
EasyAnalog™ source code (version 1.XX)	Software source code	I. Macbeth H. Anderson W. Altonen	PHX (Y)	Motorola (US)
EasyAnalog™ source code (version 2.XX)	Software source code	I. Macbeth H. Anderson W. Altonen	PHX (Y)	Motorola (US)
EasyAnalog™ Macro Editor source code	Software source code	I. Macbeth H. Anderson W. Altonen	PHX (Y)	Motorola (US)
EasyAnalog™ Filter Synthesis source code	Software source code	I. Macbeth H. Anderson W. Altonen	PHX (Y)	Motorola (US)