

05-03-2001

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**



101700694

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

**CANCELLED**

4.4-01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

☒ New

☐ Resubmission (Non-Recordation)  
Document ID#

☐ Correction of PTO Error  
Reel #  Frame #

☐ Corrective Document  
Reel #  Frame #

**Conveyance Type**

☒ Assignment ☐ Security Agreement

☐ License ☐ Change of Name

☐ Merger ☐ Other

**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)

☐ Departmental File ☐ Secret File

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☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name (line 1)

07302000

Name (line 2)

**Second Party**

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Month Day Year

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City State/Country Zip Code

**Domestic Representative Name and Address**

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**PATENT**  
**REEL: 011743 FRAME: 0946**

**Correspondent Name and Address**

Area Code and Telephone Number (619) 692-2004

Name Karl M. Steins, Reg. No. 40,186

Address (line 1) Steins & Associates, P.C.

Address (line 2) 2333 Camino del Rio South

Address (line 3) Suite 120

Address (line 4) San Diego, CA 92108

**Pages**

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

# 8

**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)**

09113036

09285608

09128219

09131824

09131825

09143154

09143150

09212203

09175923

**Patent Number(s)**

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 US9917639

PCT US9918057

PCT US9918703

PCT US9919368

PCT US0004296

PCT US0004295

**Number of Properties**

Enter the total number of properties involved.

# 20

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 800.00

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:

#

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.

Karl M. Steins, Reg. No. 40,186

Name of Person Signing

Signature

Date

4/9/01

RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
PATENT

Conveying Party(ies)

☐

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Enter additional Conveying Parties

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party(ies)

☐

Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

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If document to be recorded  
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of a domestic representative  
is attached. (Designation  
must be a separate  
document from  
Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Name (line 1)

☐

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Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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)

09207694

09567667

09567665

09654858

09560224

Patent Number(s)

# PATENT ASSIGNMENT

THIS ASSIGNMENT is made and entered into effective as of the 27<sup>th</sup> day of July, 2000 (the "Effective Date") by and between Calibre, Inc., a California corporation (hereinafter referred to as "Assignor"), having its principal place of business at 1762 Technology Drive, Suite 226, San Jose, California 95110-1308, and ZiLOG, Inc., a Delaware corporation (hereinafter referred to as "Assignee"), having its principal place of business at 910 E. Hamilton Ave., Suite 110, Campbell, CA 95008, and is made with reference to the following facts and objectives:

## RECITALS

A. Assignor is the owner of the entire and exclusive right, title and interest in, to and under certain patents and/or patent applications and the respective inventions described and claimed therein, as set forth in Exhibit "A" attached hereto;

B. Assignee desires to acquire the entire and exclusive right, title and interest in, to and under such patent rights.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Definitions:** For purposes of this Assignment, the following terms shall have the following meanings:

- a. **U.S. Patents and Applications:** The term "U.S. Patents and Applications" means the United States patents and patent applications identified in the attached Exhibit "A," and every reissue, reexamination, extension, divisional, continuation and continuation-in-part thereof.
- b. **Foreign Counterpart Patent Application:** The term "Foreign Counterpart Patent Application" means any application for a patent in a jurisdiction other than the United States, that claims priority under 35 U.S.C. Section 119, to any of the U.S. Patents and Applications.
- c. **Foreign Counterpart Patent:** The term "Foreign Counterpart Patent" means any patent issued or issuing in a jurisdiction other than the United States from a Foreign Counterpart Patent Application.

2. **Patent Assignment:**

- a. **Assignment of Patent Rights:** For good and valuable consideration delivered by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby assigns and transfers to Assignee, its successors and assigns, the entire and exclusive right, title and interest in all U.S.

Patents and Applications; all Foreign Counterpart Patents and all Foreign Counterpart Patent Applications (hereinafter collectively referred to as the "Patent Rights").

- b. Representations, Warranties and Covenants of Assignor: Assignor hereby represents and warrants that (i) the patents and patent applications identified in the attached Exhibit "A" are the only patent rights that Assignor owns or controls; (ii) Assignor is the lawful owner of and has good and marketable title to the Patent Rights free and clear of all liens and encumbrances; (iii) Assignor has full legal right, power and authority to sell, assign and transfer the Patent Rights; (iv) to the best of Assignor's knowledge, there are no outstanding licenses or unrecorded rights in third parties to use the Patent Rights, and no assignment has been made of the rights assigned hereunder; (v) that all applicable maintenance fees pertaining to the Patent Rights due on or before the Effective Date have been paid; (vi) Assignor has full power and authority to execute, deliver and perform this Assignment in accordance with its terms; and (vii) this Assignment is a valid and binding obligation of the Assignor, enforceable in accordance with its terms. Assignor hereby agrees not to execute any agreement in conflict with this Assignment and that, at the request of Assignee, Assignor will execute and deliver all papers and take such other action as may be necessary or desirable to protect and perfect title to the Patent Rights in Assignee, its successors and assigns.
- c. Issuance of Patent: Assignor, as inventor of the inventions in the Patent Rights that are hereunder assigned to the Assignee, hereby authorizes and requests the Commissioner of Patents, or other proper governmental authority, to issue to Assignee, its successors and assigns, all patents and other patent rights included within the Patent Rights.
- d. Prosecution and Maintenance of Patent Rights: Assignor hereby agrees that Assignor will communicate to Assignee any facts known to Assignor respecting the Patent Rights, whenever requested, and will testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection under the Patent Rights in all countries.


### 3. Miscellaneous:

- a. Attorneys' Fees: In the event that any litigation, arbitration, or other proceeding is commenced between the parties hereto or their personal representatives, successors or assigns concerning the enforcement or interpretation of any provision of this Assignment or the rights and duties of any party in relation thereto, the party or parties prevailing in such litigation, arbitration or other proceeding shall be entitled, in addition to such other relief as may be granted, to all attorneys' fees and costs incurred in such litigation, arbitration or other proceeding, and in any appeal or enforcement of any judgment rendered therein.

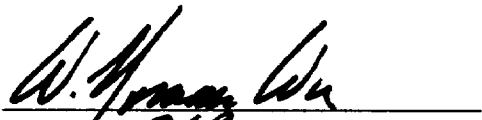
- b. Successors and Assigns: This Assignment shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
- c. Venue: Venue for suit on this Assignment shall be Santa Clara County, California, and all parties hereto agree and consent to venue being proper in such county.
- d. Exhibits: All Exhibits referred to are attached hereto and incorporated herein by this reference.
- e. Governing Law: This Assignment shall be construed and interpreted in accordance with the laws of the State of California.
- f. Integrated Agreement; Modification: This instrument, together with the Agreement, contains the entire agreement of the parties and cannot be amended or modified except by a written agreement, executed by each of the parties hereto.
- g. Severability: The unenforceability, invalidity, illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.
- h. Waiver: No consent or waiver, express or implied by either party to this Assignment of any breach or default by the other in the performance of any obligation hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such party hereunder. Failure on the part any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such part hereunder.
- i. Execution of Documents: The parties hereto hereby agree to execute and deliver such further instruments, agreement contracts and documents, as may be reasonably required to effectuate the stated and intended purposes of this Assignment.
- j. Counterparts: This Assignment may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- k. Neutral Construction: The parties hereto agree that this Assignment will be interpreted neutrally, and that it should not be construed for or against any party deemed to be the drafter thereof.

IN WITNESS WHEREOF, the undersigned have executed this Patent Assignment as of the date and year first above written.

Calibre, Inc., a California corporation

By:   
Title: President

ZiLOG, Inc., a Delaware corporation

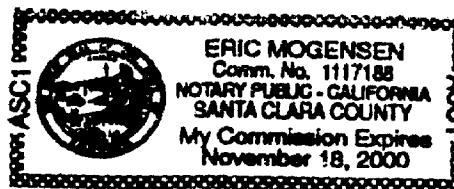
By:   
Title: SVP

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF SANTA CLARA            )

On this 27<sup>th</sup> day of July, <sup>2000</sup>~~19~~, before me, ERIC MOGENSEN, a  
Notary Public, State of CALIFORNIA, duly commissioned and sworn, personally  
appeared T. ALAN HARRIS, personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature  (Seal)

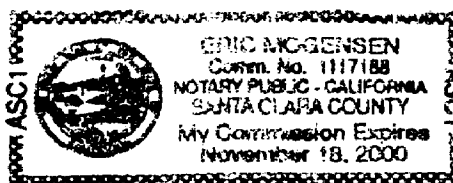


STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF SANTA CLARA            )

On this 27<sup>th</sup> day of July, <sup>2000</sup>~~19~~, before me, ERIC MOGENSEN, a  
Notary Public, State of CALIFORNIA, duly commissioned and sworn, personally  
appeared W. NORMAN WU, personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (Seal)





# **EXHIBIT “A”**

## **LISTING OF PATENT RIGHTS**

**Docket #****Serial Number**

CLB 1 - B69	09/113,036
CLB 1 - B69A	09/285,608
CLB 2 - B70	09/128,219
CLB 2P - B70	PCT/US99/17639
CLB 3 - B71	09/131,824
CLB 3P - B71	PCT/US99/18057
CLB 4 - B72	09/131,825
CLB 5 - B73	09/135,154
CLB 5P - B73	PCT/US99/18703
CLB 6P - B74	PCT/US99/19368
CLB 6 - B74	09/143,150
CLB 7 - B93	09/212,203
CLB 8 - B94	09/175,923
CLB 9 - B95	09/207,694
CLB 23 - D33	09/567,667
CLB 24 - D34	09/567,665
CLB 7P - D49	PCT/US00/04296
CLB 8P - D50	PCT/US00/04295
CLB 9P - D51	PCT/US00/04294
CLB 1P - D65	PCT/US00/08,858
CLB 25 - D71	09/654,858
CLB 1B - D76	09/560,224
CLB 4P - D83	PCT/US99/18056