

03-18-2002

FORM PTO-1595  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)



ET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102019228

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

|  |  |
|--|--|
| <p>1. Name of conveying party(ies):</p> <p>8x8, Inc.<br/>2445 Mission College Boulevard<br/>Santa Clara, CA 95054</p> <p style="text-align: center; font-size: 2em; color: blue;">3.5.02</p> | <p>2. Name and address of receiving party(ies):</p> <p>Netergy Microelectronics, Inc.<br/>2445 Mission College Boulevard<br/>Santa Clara, CA 95054</p> |
| <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>  | <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>                              |

3. Nature of conveyance:

|  |   |
|--|---|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Merger         |
| <input type="checkbox"/> Security Agreement    | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Other:                | <input type="checkbox"/> Merger         |

Execution Date: February 11, 2002

4. Patent Application Serial number(s):

|                       |            |            |            |
|-----------------------|------------|------------|------------|
| 09/098,106            | 09/923,084 | 09/033,189 | 09/668,974 |
| <del>08/741,265</del> | 09/797,035 | 09/394,453 | 08/303,973 |
| 08/757,159            | 09/030,129 | 09/740,263 | 09/885,869 |
| US97/22,924           | 09/148,367 | 09/842,567 | 09/885,298 |
| 08/987,800            | 09/739,410 | 09/086,434 | 29/104,099 |
| 08/457,516            | 09/547,528 | 09/067,244 | 09/392,124 |
| 09/326,917            | 08/984,602 | 09/114,668 | 09/513,378 |
| 09/063,080            | 60/212,221 | 09/132,300 |            |
| 09/880,582            | 08/941,975 | 09/734,280 |            |
| 09/021,746            | 09/662,077 | 09/203,311 |            |

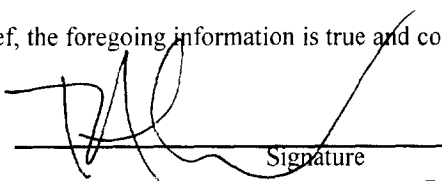
Additional numbers attached?  Yes  No

|   |   |
|---|---|
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Robert J. Crawford<br/>Address: CRAWFORD PLLC<br/>1270 Northland Drive<br/>Suite 390<br/>St. Paul, MN 55120</p> | <p>6. Total number of applications involved: 37</p> <p>7. Total fee (37 CFR 3.41): \$ 1,480.00 (\$40 x 37 applications)</p> <p><input type="checkbox"/> Enclosed<br/><input checked="" type="checkbox"/> Authorized to be charged to deposit account #50-0996 (8X8S.001)</p> <p>8. Please charge any additional fees or credit any overpayments to our Deposit account number: 50-0996 (8X8S.001)</p> |
|---|---|

DO NOT USE THIS SPACE

9. 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.

|  |  |                                   |
|--|--|-----------------------------------|
| <p>Robert J. Crawford<br/>Name of Person Signing</p> | <br>Signature | <p>February 19, 2002<br/>Date</p> |
|--|--|-----------------------------------|

Total number of pages including cover sheet, attachments, and document: 5

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Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

03/18/2002 TDI:Z1 00000005 500996 09098106

01 FC:581 1480.00 CH

**PATENT**  
**REEL: 012668 FRAME: 0984**

**Assignment**

8x8, Inc. to Netergy Microelectronics, Inc.

Page 1 of 3

**ASSIGNMENT**

WHEREAS, 8x8, Inc., a Delaware Corporation, having a principal place of business at 2445 Mission College Boulevard, Santa Clara, CA 95054, (hereinafter "Assignor") is the assignee of certain intellectual property set forth in applications for Letters Patent of the United States which are currently pending as identified in the Attachment to this Assignment.

AND WHEREAS, Netergy Microelectronics, Inc., a California Corporation, having a principal place of business at 2445 Mission College Boulevard, Santa Clara, CA 95054 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said intellectual property as listed above.

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, Assignor has sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest in the above-referenced intellectual property for which Letters Patent have been applied, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, but subject to the exceptions below, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and Assignor does hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the aforesaid consideration and other consideration that would be reasonable under the circumstances, Assignor hereby agrees that it and its executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to Assignor relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things reasonable under the circumstances which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

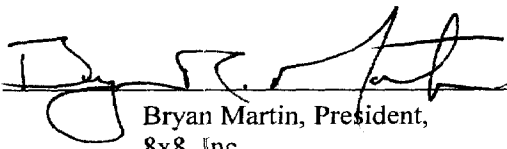
**Assignment**

8x8, Inc. to Netergy Microelectronics, Inc.

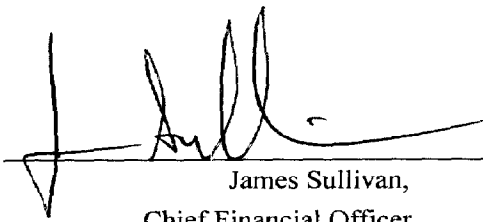
Page 2 of 3

NOTWITHSTANDING THE ABOVE, for each of the aforesaid applications for Letters Patent that refers to or otherwise incorporates one or more patent documents (*i.e.*, pending application(s) for letters patent or issued patents), this ASSIGNMENT does not in any way assign, transfer or otherwise convey any rights, title and/or interest to any inventions or improvements set forth in the referred to or incorporated patent document, to Assignee.

Date: February 11, 2002

x   
Bryan Martin, President,  
8x8, Inc.

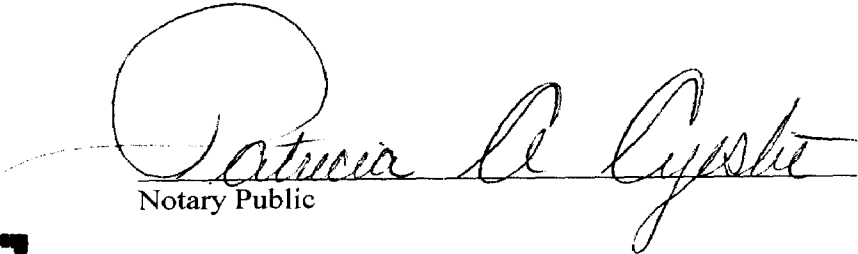
Date: February 11, 2002

x   
James Sullivan,  
Chief Financial Officer  
Netergy Microelectronics, Inc.

On this 11 day of Feb, 2002 before me personally appeared Bryan Martin and James Sullivan, known to me to be the persons described in and who executed the foregoing instrument, and who have duly acknowledged to me that they executed the same for the uses and purposes therein set forth.

STATE OF Cal  
COUNTY OF Santa Clara

[SEAL]

  
Notary Public



**Assignment — Attachment A**

8x8, Inc. to Netergy Microelectronics, Inc.

Page 3 of 3

| Attorney Docket #                      | Filing Date | Serial No. |
|--|-------------|------------|
| 8X8S.004US01 (11611.04)                | 10/30/1996  | 08/741,265 |
| 8X8S.006US01 (11611.06)                | 11/27/1996  | 08/757,159 |
| 8X8S.014WO01 (11611.14<br>EU/JP/KR/TW) | 12/12/1997  | US97/22924 |
| 8X8S.015USII (11611.15II)              | 12/10/1997  | 08/987,800 |
| 8X8S.016US01                           | 5/31/1995   | 08/457,516 |
| 8X8S.018C1 (11611.18C1)                | 6/07/1999   | 09/326,917 |
| 8X8S.049US01                           | 4/21/1998   | 09/063,080 |
| 8X8S.051C1                             | 6/16/1998   | 09/098,106 |
| 8X8S.051C3                             | 3/01/2001   | 09/797,035 |
| 8X8S.057US01 (11611.57)                | 2/25/1998   | 09/030,129 |
| 8X8S.068C2                             | 6/13/2001   | 09/880,582 |
| 8X8S.068CIP1                           | 9/04/1998   | 09/148,367 |
| 8X8S.071C1                             | 4/12/2000   | 09/547,528 |
| 8X8S.078US01                           | 12/03/1997  | 08/984,602 |
| 8X8S.088US01 (11611.88)                | 10/01/1997  | 08/941,975 |
| 8X8S.088USII<br>(11611.88II)           | 2/11/1998   | 09/021,746 |
| 8X8S.093US01 (11611.93)                | 3/02/1998   | 09/033,189 |
| 8X8S.125C1                             | 8/06/2001   | 09/923,084 |
| 8X8S.200PA                             | 5/28/1998   | 09/086,434 |
| 8X8S.201PA                             | 4/27/1998   | 09/067,244 |
| 8X8S.203PA                             | 7/13/1998   | 09/114,668 |
| 8X8S.205PA                             | 8/11/1998   | 09/132,300 |
| 8X8S.208C1                             | 12/11/2000  | 09/734,280 |
| 8X8S.211C1                             | 4/25/2001   | 09/842,567 |
| 8X8S.217PA                             | 12/01/1998  | 09/203,311 |
| 8X8S.219PA                             | 9/25/2000   | 09/668,974 |
| 8X8S.222PA                             | 9/10/1999   | 09/394,453 |
| 8X8S.223PA                             | 12/18/2000  | 09/740,263 |
| 8X8S.225PA                             | 6/20/2001   | 09/885,869 |
| 8X8S.234DE                             | 4/28/1999   | 29/104,099 |
| 8X8S.239PA                             | 9/08/1999   | 09/392,124 |
| 8X8S.240PA                             | 2/25/2000   | 09/513,378 |
| 8X8S.243PA                             | 9/14/2000   | 09/662,077 |
| 8X8S.244PA                             | 6/20/2001   | 09/885,298 |
| 8X8S.248P1                             | 6/16/2000   | 60/212,221 |
| 8X8S.250PA                             | 12/18/2000  | 09/739,410 |
| 8X8S.M15321C C                         | 9/09/1994   | 08/303,973 |

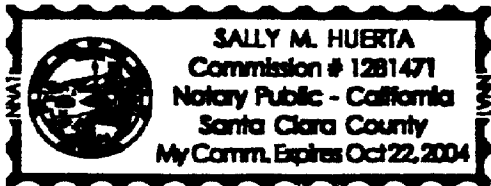
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Santa Clara } ss.

On May 4, 2001, before me, Sally M. Huerta, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Bryan Martin and James Sullivan,  
Name(s) of Signer(s)

- personally known to me
- 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.

Sally M. Huerta  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Assignment

Document Date: May 4, 2001 Number of Pages: 4

Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer**

Signer's Name: Bryan Martin and James Sullivan

- Individual
- Corporate Officer — Title(s): Martin (President), Sullivan (CFO)
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

