

FORM PTO-1595
(Rev. 6-93)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

PATENTS ONLY

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

1. Names of conveying parties:

- 1) APPLIED MICROSYSTEMS CORPORATION
- 2)
- 3)
- 4)
- 5)
- 6)

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party:

Name: METROWERKS CORPORATION

Internal Address: _____

Street Address: 9801 METRIC BOULEVARDCity: AUSTIN State: TXZip: 78758Additional names & addresses attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Dates:

- 1) NOVEMBER 1, 2002 4) _____
- 2) _____ 5) _____
- 3) _____ 6) _____

4. Application number(s) or registration number(s):

If this document is being filed together with a new application,
the filing date of the application is _____

A. Patent Application No(s).

09/916,148

B. Patent No(s).

Additional numbers attached? ☐ Yes ☒ No

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

Name: Seed Intellectual Property Law Group PLLCInternal Address: TIMOTHY L. BOLLERStreet Address: 701 Fifth Avenue, Suite 6300City: Seattle State: WA ZIP: 98104-70926. Total number of applications and patents involved.....17. Total Fee (37 CFR 3.41):\$ 40☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

19-1090

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.*TIMOTHY L. BOLLER

Name of Person Signing



Signature

APRIL 28, 2003

Date

Total number of pages including cover sheet, attachments, and document: 8

APR. 14. 2003 1:10PM CORPLAW 512 996 6853

NO. 792 P.2

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "Assignment") is made as of the 1st day of November, 2002, by and between Applied Microsystems Corporation, a Washington corporation ("Assignor"), and Metrowerks Corporation, a Texas corporation and wholly-owned subsidiary of Motorola, Inc., a Delaware corporation, ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated September 3, 2002, whereby Assignor has agreed to sell and Assignee has agreed to purchase substantially all of Assignor's assets ("Assigned Assets") related to Assignor's embedded systems development tools business (the "Business"); and

WHEREAS, the Assigned Assets include the U.S. patents and patent applications set forth in Exhibit A hereto and all corresponding foreign patents and patent applications including, but not limited to those set forth in Exhibit B hereto (collectively, the "Patent Rights"); and

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Patent Rights and the underlying inventions described therein, in the United States and throughout the world; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest in and to the Patent Rights in the United States and throughout the world;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged by Assignor, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest throughout the world in and to the Patent Rights, the underlying inventions described therein and all existing and future design modifications and improvements thereon, and any and all Letters Patent whether U.S. or foreign that are or may be granted therefrom including without limitation any extensions, continuations, continuations-in-part, divisions, reissues, reexaminations, and renewals thereof, or other equivalents thereof, and further, all rights and privileges pertaining to the Patent Rights and any and all Letters Patent whether U.S. or foreign that are or may be granted therefrom including, without limitation, the right, if any, to all income, royalties, damages, and payments due or payable to Assignor with respect to any Patent Rights and to sue or bring other actions for past, present and future infringement thereof.

2. Further Assurances. (a) Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said inventions, design modifications and improvements and to prosecute such applications as well as to claim and receive the benefit of the right of priority provided by any applicable law in any country, and the right to invoke and claim such right of priority without further written or oral authorization.

APR. 14. 2003 1:11PM CORPLAW 512 996 6853

NO. 792 P.3

(b) Assignor further agrees that Assignor will, without charge to Assignee, but at Assignee's expense: (a) cooperate with Assignee in the prosecution of U.S. patent applications and foreign counterparts on the inventions and any design modifications and improvements; (b) execute, verify, acknowledge and deliver all such further papers and authorizations, including patent applications and instruments of transfer, that may be reasonably necessary for securing, completing, or vesting in Assignee all right, title, and interest in and to all Patent Rights; (c) provide originals of all file histories of all Patent Rights, U.S. and foreign counterparts, currently pending before a patent office within 60 days of execution of this Assignment; (d) notify Assignee immediately upon execution of this agreement of any responses for any pending patent applications which are to become due within 60 days of execution of this Assignment, and to promptly provide all necessary documents for Assignee to timely and adequately respond; (e) provide copies of all existing documentation and instruments relating to the assignment and ownership of all Patent Rights, including U.S. and foreign counterparts, and granted patents and pending applications; (f) perform such other acts as Assignee lawfully may request to obtain, maintain, defend or enforce Letters Patent for the inventions, design modifications and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

(c) In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under the preceding paragraph, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as his agents and attorneys-in-fact to act for and on his behalf and instead of him, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignee.

3. Assignment Binding Effect. This Assignment shall be binding upon Assignor and its successors and assigns, if any, and Assignee and its successors and assigns, if any. This Assignment shall inure to the benefit of Assignor and Assignee, and their respective successors and assigns, if any.

4. Amendment. This Assignment may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Assignee and Assignor.

5. Severability. In the event that any provision of this Assignment, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Assignment, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

6. Governing Law and Jurisdiction. This Assignment shall be construed in accordance with, and governed by, the laws of the State of Washington without regard to its rules regarding conflicts of law. The parties agree that venue for any dispute arising under this Assignment will lie exclusively in the state or federal courts located in Cook County, Illinois, and the parties irrevocably waive any right to raise *forum non conveniens* or any other argument

APR. 14. 2003 1:12PM CORPLAW 512 996 6853

NO. 792 P. 4

that Illinois is not the proper venue. The parties irrevocably consent to personal jurisdiction in the state and federal courts of the state of Illinois.

7. Counterparts. This Assignment may be executed in several counterparts, including counterparts transmitted via facsimile or electronic mail, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

(This space intentionally left blank)

APR.14.2003 1:12PM CORPLAW 512 996 6858

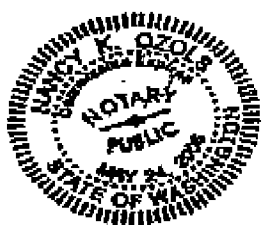
NO.792 P.5

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Assignment on the date first written above.

Assignor:

APPLIED MICROSYSTEMS CORPORATION

By: Robert C. Bateman
Date: _____
Its: VP + CEO



STATE OF Washington
COUNTY OF King

Before me, a Notary Public in and for the County and State aforesaid, appeared Robert C. Bateman, to me personally known to be the signer of the foregoing instrument, and acknowledged execution of said instrument as a free and voluntary act for the uses and purposes therein expressed.

Assignee: Nancy K. Ozols
NOTARY PUBLIC

METROWERKS

By: _____
Date: _____
Its: _____

STATE OF _____
COUNTY OF _____

Before me, a Notary Public in and for the County and State aforesaid, appeared _____ to me personally known to be the signer of the foregoing instrument, and acknowledged execution of said instrument as a free and voluntary act for the uses and purposes therein expressed.

Notary Public

Best Available Document Property Mark
Best Available Document Property Mark

APR. 14. 2003 1:12PM CORPLAW 512 996 6853

NO. 792 P. 6

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Assignment on the date first written above.

Assignor:

APPLIED MICROSYSTEMS CORPORATION

By: _____
Date: _____
Its: _____

Before me, a Notary Public in and for the County and State aforesaid, appeared _____ to me personally known to be the signer of the foregoing instrument, and acknowledged execution of said instrument as a free and voluntary act for the uses and purposes therein expressed.

Assignee:

METROWERKS
By: [Signature]
Date: _____
Its: CEO

STATE OF Texas

COUNTY OF Travis

Before me, a Notary Public in and for the County and State aforesaid, appeared Jim Welch to me personally known to be the signer of the foregoing instrument, and acknowledged execution of said instrument as a free and voluntary act for the uses and purposes therein expressed.

[Signature]
Notary Public



NO. 792 P. 7

PATENT
REEL: 013609 FRAME: 0428

APR. 14, 2003 1:13PM CORPLAW 512 996 6853

NO. 792 P. 8

<u>Patent</u>	<u>Patent/Application</u> <u>No.</u>	<u>File/Issue Date</u>	<u>Status</u>
AN EMBEDDED MICROPROCESSOR SYSTEM CONTAINING PHYSICAL AND/OR SIMULATED HARDWARE	6,298,320		
SYSTEM AND METHOD FOR TESTING AN EMBEDDED MICROPROCESSOR SYSTEM CONTAINING PHYSICAL AND/OR SIMULATED HARDWARE	U.S. Patent App. No. 09/916,148	7/25/01	Published
METHOD AND APPARATUS FOR MONITORING INPUT/OUTPUT ("I/O") PERFORMANCE IN I/O PROCESSORS	U.S. Patent No. 6,381,656	04/30/02	Granted