Please record the attached original document or copy thereof.
2. Name and address of receiving party:
Name: <u>METROWERKS CORPORATION</u>
Internal Address:
Street Address: <u>9801 METRIC BOULEVARD</u>
City: <u>AUSTIN</u> State <u>TX</u>
Zip: <u>78758</u>
Additional names & addresses attached?YesYo
B. Patent No(s).
 d?Yes <u>X_</u> No
6. Total number of applications and patents involved <u>1</u>
7. Total Fee (37 CFR 3.41): \$ 40
Enclosed
<u>X</u> Authorized to be charged to deposit account
8. Deposit account number:
<u>19-1090</u>
THIS SPACE
information is true and correct and any attached copy is
APRIL 28, 2003 Date
attachments, and document: 8

Page 1 of 1

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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

WHERBAS, the Assigned Assots 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, Assignce 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, reissnes, 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. <u>Further Assurances.</u> (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.

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Assignor further agrees that Assignor will, without charge to Assignee, but at ക്ര Assignce's expense: (a) cooperate with Assignce 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 Assignce 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, (c). 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, (e) perform such other acts as Assignce 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 Assignce, or Assignce's (c)

(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. <u>Assignment: Binding Effect</u>. This Assignment shall be binding upon Assignor and its successors and assigns, if any, and Assignce 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. <u>Amendment</u>. 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 Assigner and Assigner.

5. <u>Severability</u>. 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. <u>Governing Law and Jurisdiction</u>. 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

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

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

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IN WITNESS WHEREOF, authorized representatives of the partie Assignment on the date first written above.	s have executed this		
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<u>EXHIBIT A</u>

<u>Patent</u> SOURCE-LEVEL IN-CIRCUIT SOFTWARE CODE DEBUGGING INSTRUMENT	<u>Patent/Application</u> <u>No.</u> U.S. Patent No. 5,228,039	<u>File/Issue Date</u> 07/13/93	<u>Status</u> Granted	
SOURCE-LEVEL RUN-TIME SOFTWARE CODE DEBUGGING INSTRUMENT	U.S. Patent No. 5,581,695	12/03/96	Granted	
SIGNAL IDENTIFICATION	U.S. Patent No.	11/11/86	Granted	
METHOD AND APPARATUS FOR ANALYZING SOFTWARE EXECUTED IN EMBEDDED SYSTEMS	4,622,652 U.S. Patent No. 6,161,200	12/12/2000	Granted	
METHOD AND APPARATUS FOR ANALYZING SOFTWARE EXECUTED IN EMBEDDED SYSTEMS	U.S. Patent No. 5,748,878	5/05/98	Granted	
METHOD AND APPARATUS FOR TESTING SOFTWARE	U.S. Patent No. 5,911,059	06/08/99	Granted	
METHOD AND APPARATUS FOR ANALYZING SOFTWARE IN A LANGUAGE-INDEPENDENT MANNER	U.S. Patent No. 6,311,327	10/30/01	Granted	
RELOCATABLE INSTRUMENTATION	U.S. Patent No	09/07/2000		

A COMPUTER PROGRAM	6,106,571	08/22/2000	Granted	
SYSTEM AND METHOD FOR TESTING	U.S. Pateni No.	10/02/01	Granted	-

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Patent AN EMBEDDED MICROPROCESSOR SYSTEM CONTAINING PHYSICAL	<u>Patent/Application</u> <u>No.</u> 6,298,320	<u>File/Issue Date</u>	<u>Status</u>	
AND/OR SIMULATED HARDWARE 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 ("1/O") PERFORMANCE IN 1/O PROCESSORS	U.S. Patent No. 6,381,656	04/30/02	Granted	
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RECORDED: 04/28/2003