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(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

1-29-03 RECOF



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PATENTS ONLY

J.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇌⇌⇌

To the honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereon

1. Name of conveying party(ies):

Conexant Systems, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: July 1, 2002

2. Name and address of receiving party(ies)

Name: Pictos Technologies, Inc.

Internal Address: _____

Street Address: 5000 Birch Street, Suite 7000

City: Newport Beach

State: CA

Zip: 92660

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

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

A. Patent Application No.(s)

SEE EXHIBIT A

B. Patent No.(s)

SEE EXHIBIT A

Additional numbers attached? ☐ Yes ☒ No

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

Name: Mr. Keith Bindloss

Pictos Technologies, Inc.

Internal Address: _____

Street Address: 5000 Birch Street, Suite 7000

City: Newport Beach State: California Zip: 92660

6. Total number of applications and patents involved:

8

7. Total fee (37 CFR 3.41). \$ 320.00

☒ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0731

(Attach duplicate copy of this page if paying by deposit account)

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.

Farshad Farjani, Esq.

Name of Person Signing

Signature

Date

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

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

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320.00 OP

PATENT
REEL: 013699 FRAME: 0267

EXHIBIT A

	Serial No.	Filing Date	Patent No.	Issue Date
1	08/080,805	6/21/1993	5,440,079	8/08/1995
2	08/163,315	12/07/1993	5,381,054	1/10/1995
3	456,137	5/31/1995	5,706,369	1/06/1998
4	469,989	6/06/1995	5,572,074	11/05/1996
5	354,348	12/12/1994	5,502,299	3/26/1996
6	08/662,362	6/13/1996	5,892,540	4/06/1999
7	08/888,817	7/07/1997	5,932,875	8/03/1999
8	08/910,342	8/13/1997	5,929,434	7/27/1999

The Patent Assignment Agreement, dated July 1, 2002, attached hereto, evidences assignment of the above-listed patents from Conexant Systems, Inc. to Pictos Technologies, Inc.

APPENDIX F
PATENT ASSIGNMENT
UNITED STATES PATENT ASSIGNMENT

This Assignment is made as of the ___ day of _____, 2002 by CONEXANT SYSTEMS, INC, a Delaware corporation having a principal place of business at 4311 Jamboree Road, Newport Beach, California 92660 (hereinafter referred to as the "ASSIGNOR"), to PICTOS TECHNOLOGIES, INC., a Delaware corporation having a principal place of business at _____ (hereinafter referred to as the "ASSIGNEE").

WHEREAS, the ASSIGNOR is the owner of those U.S. patents and patent applications listed on Schedule A attached hereto (hereinafter collectively referred to as the "PATENTS"); and

WHEREAS, the ASSIGNEE is desirous of acquiring the entire right, title, and interest of ASSIGNOR in and to said PATENTS.

NOW, THEREFORE, for good and valuable consideration paid by the ASSIGNEE pursuant to that certain Formation Agreement between ASSIGNOR and ASSIGNEE and third parties dated May 3, 2002, receipt of which is hereby acknowledged, the ASSIGNOR does hereby agree as follows:

1. Assignment. ASSIGNOR hereby sells, assigns, transfers, and sets over to the ASSIGNEE and its successors and assigns all of ASSIGNOR's worldwide right, title, and interest in and to the PATENTS, including, without limitation, all (i) reissues, divisions, renewals, extensions, provisionals, continuations, and continuations-in-part of the PATENTS, (ii) causes of action and enforcement rights for the PATENTS, including all rights to pursue damages, injunctive relief, and other remedies for infringement of the PATENTS, and (iii) rights to apply in any or all countries of the world for patents, certificates of invention, or other governmental grants for the PATENTS, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding. Notwithstanding the foregoing, ASSIGNOR expressly reserves and retains any rights ASSIGNOR may have to assert claims and recover damages for infringement of any of the PATENTS that occurred prior to July 1, 2002.

2. Authorization. ASSIGNOR also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the PATENTS in the name of ASSIGNEE, as the ASSIGNEE to the entire interest therein.

3. Miscellaneous. The terms and conditions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF, the ASSIGNOR has caused this Assignment to be executed by a duly authorized officer.

CONEXANT SYSTEMS, INC.

By: [Signature]

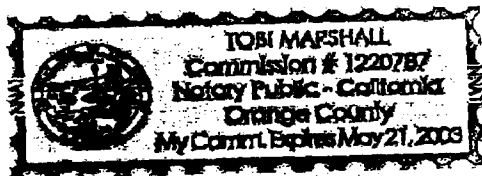
Date: July 1, 2002

ACKNOWLEDGEMENT

STATE OF California

COUNTY OF Orange) SS

Be it remembered on this 1 day of July, 2002, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared Scott Blum, to me known, who being by me duly sworn according to law, on his/her oath does depose and make proof of my satisfaction that he/she was at the time of the execution thereof the CEO of Conexant Systems, Inc., the assignor in the foregoing instrument; and that he/she signed, sealed and delivered the instrument as the voluntary act and deed of said corporation, by virtue of his/her authority.



[Signature]
Notary Public

SCHEDULE A
PATENTS

Docket No.	Patent No. / Serial No.	Filing/Issue Date
97RSS423	[09/042,124] 6,256,350	3/13/1998 7/3/2001
92SC044	5,440,079 (08/080,805)	6/21/1993 8/8/1995
93SC029	5,381,054 [08/163,315]	12/7/1993 1/10/1995
94E078	5,706,369 (456,137)	5/31/1995 1/6/1998
94SC003	5,572,074 (469,989)	06/06/1995 11/05/1996
94SC082	5,502,299 [354,348]	12/12/1994 03/26/1996
95SC097	5,892,540 [08/662,362]	06/13/1996 04/06/1999
96E083	5,932,875 [08/888,817]	07/07/1997 08/03/1999
96SC028 98RSS221	5,929,434 [08/910,342]	08/13/1997 07/27/1999
98RSS353	6,153,955 [09/283,175]	4/1/1999 11/28/2000
97SC088	09/081,541	5/19/1998
00CXT0653I PRO	[60/159,000]	10/7/1999
00CXT0653I	[09/679,854]	10/5/2000
00CXT0652I	[09/188,831]	11/3/1998
00CXT0651I	[09/188,871]	11/9/1998
00CXT0650I	[09/267,337]	3/12/1999
00CXT0649I	[09/188,996]	11/9/1998
00CXT0648I PRO	[60/192,008]	3/24/2000
00CXT0648I	09/816,038	3/22/2001
00CXT0520I	[09/680,041]	10/5/2000
00CXT0456I	[09/679,857]	10/5/2000
00CXT0442I	09/904,980	7/12/2001

Docket No.	Patent No. / Serial No.	Filing/Issue Date
00CXT0441I	09/823,882	3/31/2001
00CXT0435I	09/795,033	2/26/2001
00CXT0433I	[09/733,788]	12/7/2000
00CXT0429I	[09/731,640]	12/7/2000
00CXT0427I	09/801,401	3/7/2001
00CXT0426I	09/815,584	3/23/2001
00CXT0422I	[09/672,987]	9/29/2000
00CXT0355T	09/885,433	6/18/2001
00CXT0340I	[09/677,227]	9/29/2000
00CXT0320T	[09/680,037]	10/5/2000
00CXT0319T	[09/680,036]	10/5/2000
00CXT0318I	[09/676,538]	9/29/2000
00CXT0299T	(09/823,941)	3/31/2001
00CXT0248T	09/900,732	6/6/2001
00CXT0209I	09/882,576	6/14/2001
99SC027	[09/468,696]	12/21/1999
99RSS495	09/742,786	12/20/2000
99RSS250	[09/408,454]	9/30/1999
99RSS249	[09/410,210]	9/30/1999
99RSS178	09/852,397	5/9/2001
99RSS168	09/239,925	5/9/2001
99RSS060	[09/295,699]	4/21/1999
98SC106	[09/408,919]	9/30/1999
98RSS367	[09/557,454]	4/24/2001

Docket No.	Patent No. / Serial No.	Filing/Issue Date
98RSS148	[09/407,501]	9/28/1999
98RSS147	[09/407,556]	9/28/1999
98RSS146	[09/407,741]	9/28/1999
98RSS144	[09/409,525]	9/30/1999
98RSS142	[09/407,395]	9/28/1999
98RSS139	[09/408,810]	9/29/1999
98RSS133	[09/371,491]	8/10/1999
98RSS100	[09/110,812]	7/6/1998
97SC089	[09/149,937]	9/9/1998
97SC089 CIP	[09/164,923]	10/1/1998
97SC087	[09/057,423]	4/8/1998
97SC033	[09/057,202]	4/8/1998
97SC033	[09/268,913]	3/16/1999
97RSS521	[09/676,551]	9/29/2000
97RSS519	[09/676,998]	9/29/2000
97RSS517	[09/062,343]	4/17/1998
97RSS476	[09/538,889]	3/30/2000
97RSS467	[09/408,198]	9/29/1999
97RSS320	[09/056,573]	4/7/1998
97RSS305	[09/042,142]	3/13/1998

Docket No.	Patent No. / Serial No.	Filing/Issue Date
97RSS184	[09/034,819]	3/4/1998
96E096	[09/406,964]	9/28/1999
01CXT0217I	09/977,444	10/15/2001
00CXT0610I	10/004,909	11/2/2001
00CXT0467I	09/944,938	8/30/2001
00CXT0465I	09/982,540	10/17/2001
00CXT0450I	09/935,231	10/22/2001
00CXT0415I	09/949,688	9/5/2001

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