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U.S. DEPARTMENT OF COMMERCE
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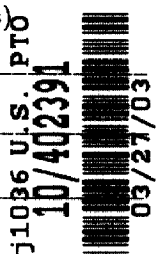
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Andrew Martin Mallinson **3-27-03**

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

2. Name and address of receiving party(ies)
Name: ESS Technology, Inc.
Internal Address: _____
Street Address: 48401 Fremont Boulevard
City: Fremont State: CA Zip: 94538

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



3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 03/27/2003

4. Application number(s) or patent number(s): **10402391**

If this document is being filed together with a new application, the execution date of the application is: 03/27/2003

A. Patent Application No.(s) _____
B. Patent No.(s) _____

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: David R. Stevens
Internal Address: Stevens Law Group
Street Address: P.O. Box 1667
City: San Jose State: CA Zip: 95109

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-2421

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9. Signature.
David R. Stevens _____ 03/27/2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 3

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

PATENT
REEL: 013916 FRAME: 0863

Attorney Docket No. ESST-04000

ASSIGNMENT

WHEREAS, Andrew Martin Mallinson, made certain inventions or discoveries (or both) set forth in an Application for Letters Patent of the United States of America, serial number TBD, entitled HIGH SPEED HIGH GAIN AMPLIFIER, filed on March 27, 2003.

WHEREAS, ESS Technology, Inc., a corporation of the state of California, and whose address is 48401 Fremont Boulevard, Fremont, California 94538 and who, together with its successors and assigns, ("Assignee"), is desirous of acquiring the right, title and interest together with the benefits and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which I hereby acknowledge, on behalf of Assignor, I hereby, without reservation;

1. Assign, transfer and convey to Assignee any right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said Application for Letters Patent or similar forms of protection of the United States of America, and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries, or upon said application, and any and all Letters Patent, reissues and extensions of Letters Patent or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or any other relevant convention or treaty or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any rights in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonable serving to assure that said inventions and discoveries, said patent applications and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing any facts of our conceptions, disclosures, and reduction to practice of said inventions or discoveries.

J. L. Allen
27th March 03

Attorney Docket No. ESST-04000



Andrew Martin Mallinson

27th March '03

Date