

WBS-003

FORM PTO-1595 (Rev. 10/02) OMB No. 0651-0011 (exp. 6/30/2005)

**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):

**West Bay Semiconductor Inc.**

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

3. Nature of conveyance:

- Assignment  Merger  
 Security Agreement  Change of Name  
 Other Asset Purchase Agreement

Execution Date: July 2, 2003

2. Name and address of receiving party(ies):

Name Intel of Canada, Ltd.

Internal Address: \_\_\_\_\_

Street Address 688-1333 West Broadway

City: Vancouver, British Columbia Country: Canada Zip: V6H 4C1

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

4. Application number(s) or registration 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)

09/930,102 - Filed August 14, 2001

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Moser, Patterson & Sheridan LLP

Internal Address: \_\_\_\_\_

Street Address: 595 Shrewsbury Avenue, Suite 100

City: Shrewsbury State: NJ Zip: 07702

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. 3.41)----- \$ 40.00

Enclosed

Authorized to be charged to deposit account 20-0782

8. Deposit account number:

20-0782

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

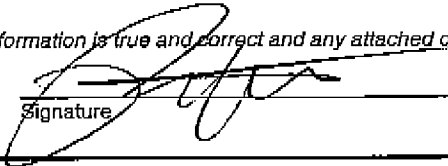
**DO NOT USE THIS SPACE**

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.*

Raymond R. Moser Jr. - Reg. No. 34,682

Name of Person Signing

Signature 

December 30, 2003

Date

Total number of pages including cover sheet, attachments and document: 13

Mail documents to be recorded with required cover sheet information to:  
**Mail Stop Assignment Recordation Services**  
**Director - US Patent and Trademark Office**  
**P.O. Box 1450,**  
**Alexandria, VA 22313-1450**

CH \$40.00 200782 09930102

**CONFIDENTIAL****ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT, dated as of July 2, 2003 (the "Agreement"), is by and between WEST BAY SEMICONDUCTOR INC., a British Columbia corporation (the "Company") and INTEL OF CANADA, LTD., an Ontario corporation ("Buyer"). All capitalized terms have the meanings ascribed to such terms in Article 1 or as otherwise defined herein.

**RECITALS**

WHEREAS, the Company desires to sell to Buyer, and Buyer desires to purchase from the Company substantially all of the assets of the Business;

WHEREAS, Buyer and the Company are entering into certain ancillary agreements simultaneously with the closing of the transactions contemplated hereby, and

NOW, THEREFORE, in consideration of the foregoing premises, the mutual representations, warranties, covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1****DEFINITIONS**

1.1 **Definitions.** The following terms, as used herein, have the following meanings:

"affiliate" means, with respect to any person, any person directly or indirectly controlling, controlled by or under direct or indirect common control with such other person.

"Applicable Law" means, with respect to any person, any federal, state, local or foreign statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any Governmental Entity applicable to such person or any of its affiliates or any of their respective properties, assets, officers, directors, employees, consultants or agents.

"Assignment and Assumption Agreement" means that certain Assignment and Assumption Agreement dated as of the Closing Date, to be entered into by Buyer and the Company, in substantially the form attached hereto as Exhibit A.

"Benefit Arrangement" means any arrangement for the provision of benefits or compensation to Business Employees, consultants or directors of the Company that is not an Employee Plan, including (i) employment, consulting or change of control agreements, (ii) arrangements providing for fringe benefits (including automobile assistance and subsidized automobile leases), insurance coverage or workers' compensation benefits, (iii) bonus, incentive, deferred bonus, incentive or performance pay arrangements, (iv) arrangements providing any

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**CONFIDENTIAL****ARTICLE 2****PURCHASE AND SALE**

**Section 2.1 Purchased Assets.** Upon the terms and subject to the conditions of this Agreement, at the Closing, Buyer agrees to purchase from the Company, and the Company agrees to sell, transfer, assign and deliver to Buyer, free and clear of all Liens, all of the assets used or useful in the Business (but not including the Excluded Assets) and all other assets and rights of the Company, including those assets described in this Section 2.1 and the Company Disclosure Schedule (collectively, the "Purchased Assets"), including all of the Company's right, title and interest in, to and under:

- (a) all of the fixed and other tangible personal property used or useful in connection with the Business, including all computing, laboratory and other capital assets used or useful in the design and development of the Intellectual Property and the Products and all Equipment described on Section 2.1(a) of the Company Disclosure Schedule;
- (b) the Products;
- (c) all Intellectual Property used or exercised in connection with, or necessary or useful in connection with the Products or the Business (including all rights, claims, credits, causes of action or rights of set-off against third persons relating to the Purchased Assets of the Company or any affiliate of the Company), including all Intellectual Property Assets and all Intellectual Property listed on Section 2.1(c) of the Company Disclosure Schedule;
- (d) All items of all inventories of raw materials, work-in-process and finished goods ("Inventory"), including those listed on Section 2.1(d) of the Company Disclosure Schedule;
- (e) all design, development and testing tools used or useful in connection with the Business, including those listed on Section 2.1(e) of the Company Disclosure Schedule;
- (f) all information and assets, whether tangible or intangible, relating to technical or engineering know-how of the Business or the Products;
- (g) subject to Section 2.5, all Contracts listed on Section 2.1(g) of the Company Disclosure Schedule (the "Assumed Contracts");
- (h) all Company Permits that are legally capable of being transferred and are necessary, or required by Applicable Law, for the Buyer to own, lease and/or operate or use the Purchased Assets or the Business, as applicable, as previously or currently operated or conducted, including, but not limited to, the Company Permits listed on Section 3.9 of the Company Disclosure Schedule;
- (i) All prepaid expenses, credits, deposits of the Company (other than deposits of cash with banks or other financial institutions), including the claims, prepayments,

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(d) The Company has collected from each receipt from any of their past and present customers (or other persons paying amounts to the Company) the amount of all Taxes (including goods and services tax and provincial and state and local sales taxes) required to be collected and has paid and remitted such Taxes when due, in the form required under the appropriate legislation or made adequate provision for the payment of such amounts to the proper receiving authorities. The amount of Tax collected but not remitted by the Company will be retained in their respective accounts and remitted by them to the appropriate authorities when due.

(e) The Company has not been and is not currently required to file any Tax Returns in any jurisdiction outside of British Columbia, Canada.

(f) Except as set forth in Section 3.13(k) of the Company Disclosure Schedule, the Company has not received any indication from any taxation authority that an assessment, reassessment of tax or proposed deficiencies is proposed in respect of the Liability for Tax of the Company or being considered at the present time and are unaware of any fact, circumstance or event which may lead to an assessment or reassessment of tax being issued by any taxation authority.

(g) The Company has made available to Buyer or its legal counsel copies of all requested foreign, federal, provincial, state, municipal and local income and franchise and all provincial, state and local sales and use Tax Returns for the Company filed for all periods terminating on or before December 31, 2002.

(h) As of the Closing Date, there will not be any agreements, plans or arrangements, covering any employee or former employee of the Company that, individually or collectively, as they existed on or prior to the Closing Date, could give rise to the payment of any amount by Buyer that would not be deductible by Buyer as an expense under applicable Law other than reimbursements of a reasonable amount of entertainment expenses and other non-deductible expenses that are commonly paid by similarly situated businesses in reasonable amounts.

(i) Company is a registrant within the meaning of Part IX of the *Excise Tax Act* (Canada) and its registration number is as follows: 89749 8929 RC0001.

**3.14. Intellectual Property.**

(a) Generally. Section 3.14(a) of the Company Disclosure Schedule sets forth, for each of the following items of Intellectual Property (collectively, the "Scheduled Company IP") that are owned by the Company, in whole or in part, including jointly with others, (such Schedule indicating with an asterisk if such Intellectual Property jointly owned and, if so, the names of other joint owners and the nature of their ownership interest), a complete and accurate list of all (i) Patents, identifying for each (A) the patent number and issue date (if issued) or application number and filing date (if not issued), (B) its title, (C) the named inventors and (D) the owner of record and whether it is owned exclusively by the Company (such Patents that are so owned, in whole or in part, by the Company being referred to as the "Company Patents"); (ii) registered Trademarks, pending applications for registration of Trademarks and

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material unregistered Trademarks, identifying for each (A) its registration (as applicable) and application numbers, (B) the owner of record and whether it is owned exclusively by the Company, (C) its current status and (D) if registered or if an application for registration has been filed, the class(es) of goods or services to which it relates (such Trademarks that are so owned, in whole or in part, by the Company being referred to as the "Company Trademarks"); and (iii) Copyrights, indicating for each (A) the applicable jurisdiction, (B) registration number (or application number), (C) the date issued (or filed) and (D) the owner of record and whether it is owned exclusively by the Company (such Copyrights that are so owned, in whole or in part, by the Company being referred to as the "Company Copyrights") and (iv) items of Other Intellectual Property Rights. For purposes of this Agreement, "Intellectual Property" means all rights arising from or associated with the following, whether protected, created or arising under the laws of the United States or any other jurisdiction: (A) trademarks and service marks (whether registered or unregistered), trade names, internet domain names, logos, designs and general intangibles of like nature (collectively, "Trademarks"); (B) patents and patent applications, including any continuation, continuation-in-part, divisional, reissue, renewal, provisional patent applications, and any patents issuing therefrom, and rights in respect of utility models and industrial designs (collectively, "Patents"); (C) copyrights (including any registrations and applications therefor and whether registered or unregistered) (collectively, "Copyrights"); (D) trade secrets and other confidential information, know-how, technical data, technology, research and development information, product roadmaps, board layouts, ASIC designs, net lists, RTL and high level definition language descriptions of the Company's current and contemplated products, bills of materials, proprietary processes, formulae, algorithms, models, user interfaces, customer lists, inventions, discoveries, concepts, ideas, techniques, methods, source codes, object codes, methodologies and, with respect to all of the foregoing, related confidential data, information or documentation, in each case to the extent that any of the foregoing derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use, excluding any Copyrights or Patents that may cover or protect any of the foregoing (all of the foregoing in clause (D) collectively, "Trade Secrets") and (E) mask work rights and other rights protecting integrated circuit or chip topographies or designs and any and all other proprietary, intellectual or industrial property rights of any kind or nature other than Trademarks, Patents, Copyrights or Trade Secrets (collectively, "Other Intellectual Property Rights").


(b) Trademarks.

(i) All registered Company Trademarks are in compliance in all material respects with all legal requirements (including the timely post-registration filing of affidavits of use and incontestability and renewal applications) other than any requirement that, if not satisfied, would not result in a cancellation of any such registration or otherwise materially affect the use, priority or enforceability of the Company Trademark in question.

(ii) No registered Company Trademark or, to the knowledge of Company, any Trademark that is exclusively licensed to the Company ("Exclusively Licensed Trademark"), has been or is now involved in any opposition or cancellation proceeding in the United States Patent and Trademark Office or with any non-U.S.

IN WITNESS WHEREOF, each of the parties has caused this Asset Purchase Agreement to be duly executed on its behalf as of the day and year first above written.

**WEST BAY SEMICONDUCTOR INC.**

By:   
Name: TINO VARELANS  
Title: PRES + CEO

**INTEL OF CANADA, LTD.**

By: \_\_\_\_\_  
Name: Arvind Sodhani  
Title: Vice President and Treasurer

[Signature page to Intel of Canada/West Bay Semiconductor Asset Purchase Agreement]

IN WITNESS WHEREOF, each of the parties has caused this Asset Purchase Agreement to be duly executed on its behalf as of the day and year first above written.

**WEST BAY SEMICONDUCTOR INC.**

By: \_\_\_\_\_  
Name:  
Title:

**INTEL OF CANADA, LTD.**

LEGAL OK  
PPG 7/1/03

By: \_\_\_\_\_  
Name: Arvind Sodhani  
Title: Vice President and Treasurer

[Signature page to Intel of Canada/West Bay Semiconductor Asset Purchase Agreement]



Section 3.14(a) Scheduled Intellectual Property

A. PATENTS

No patent applications have been granted or disclosed by the PTO or any other patent authority.

B. PATENT APPLICATIONS

#1 Method and apparatus for frame-based protocol processing

20020172227

A1

November 21, 2002

United States Patent Application

Kind Code

Varelas, Oreste B.; et al.

Abstract

A method and apparatus for an overhead processing system is described. More particularly, frame latency is used to process less time-critical overhead with the overhead processing system. Such a system uses less semiconductor wafer area and consumes less power than processing all overhead in a time-critical manner using flip-flops and the like.

Inventors: Varelas, Oreste B.; (Vancouver, CA); Tsujii, Barry K.; (Durham, CA)

Correspondence: THOMASON, MOSER & PATTERSON, LLP

Name and Sulte B,

Address: 4149 El Camino Way

Palo Alto

CA 94306-4036, US

Serial No.: 862141

Series Code: 09

Filed: May 21, 2001

U.S. Current Class:

370/514; 370/419; 370/535; 170/907

3706514; 3706535; 3706419; 3706907  
104J 00366

20020172225  
A1  
November 21, 2002

U.S. Class at Publication:  
Intern'l Class:  
  
United States Patent Application  
Kind Code  
Ang, Oon-Sim ; et al.

#2 Clock signal decoupling for synchronous operation

Abstract

Method and apparatus is described for decoupling data from a clock signal and recoupling the data to a different clock signal for subsequent synchronous processing by a pointer processor. More particularly, on a receive or drop side, one buffer is configured to store payload pointers and a synchronous payload envelope arriving clocked by a line clock signal, while another buffer is configured to store TOH or SOH arriving clocked by the line clock signal. Each buffer clocks out such stored information off of a same system clock signal, such as a drop-clock signal. On a transmit or add side, a buffer is configured to store payload pointers and a synchronous payload envelope. This buffer clocks in such stored information off of a system clock signal, such as an add clock signal, and clocks out such stored information off of a transmit reference clock signal. Output of such buffers, whether on a drop or add side, is provided to a pointer processor buffer, where both an input side and an output side of the pointer processor buffer are operated off of a system clock signal or a signal synchronized with the system clock signal.

Inventors: Ang, Oon-Sim; (Vanconver, CA) ; Tsuji, Barry Kazuto; (Birmahy, CA) ; Varelas, Oreste Basil; (Vanconver, CA)  
Correspondence: THOMASON, MOSER & PATTERSON, LLP  
Name and Address: 4149 El Camino Way, Suite B  
Palo Alto, CA 94306-4036, US  
Serial No.: 930102  
Series Code: 09

VAN-SD1.Library:320606.1

370/503; 370/411  
370/503; 370/411  
1003/003/006

Filed: August 14, 2001  
U.S. Current Class:  
U.S. Class at Publication:  
Intern'l Class:

#3 Method and apparatus for encoding information

United States Patent Application 20030031204  
Kind Code A1  
Ho, Michael Yo-Yun; et al. February 13, 2003

Abstract

Method and apparatus for encoding overhead is described. More particularly, on a receive side channels are multiplexed, and a channel is selected for overhead to process. Transport Overhead are parsed out and provided to an overhead extractor for encoding. Overhead is encoded according to channel number, frame number, row location and column location ("encoded information"), where either row location or column location is dependent on frame number. On the transmit side, encoded overhead is received at an overhead inserter and parsed back for line output by decoding the encoded information.

Inventors: Ho, Michael Yo-Yun; (Barnaby, CA); Ang, Oan-Sih; (Vancouver, CA); Tsuji, Barry Kazuo; (Barnaby, CA); Vazelas, Oreste Dasil; (Vancouver, CA)

Correspondence MOSER, PATTERSON & SHERIDAN, LLP

Name and Address: Suite II  
4149 El Camino Way  
Palo Alto  
CA  
94306-4036  
US

Serial No.: 965419  
Series Code: 09  
Filed: September 27, 2001  
U.S. Current Class:

370/471

VANSOL Library 530636J

370471  
 1104J 003/16; 1104J 003/22; 1104J 003/04

U.S. Class at Publication:  
 Intern'l Class:

#4: PCT application: Title: Method and apparatus for frame-based protocol processing

Applicant: West Bay Semiconductor  
 Applicant's file reference: 3562/0902  
 International application # PCT/CA01/01105  
 Date of mailing: 17 November 2001  
 International Filing date: July 31, 2001  
 Inventors: Varelas, Oreste Basil, Tsuji, Bary Kazuo  
 Our reference: 612-0002-PCT  
 Priority date: May 21, 2001  
 Priority application #: 09/862,141  
 Date of receipt of priority document: 19 October 2001  
 PCT receiving office: United States

C. REGISTERED TRADEMARKS

COUNTRY	REG. No.	APP. No.	MARK	OWNER	EXCLUSIVE/JOINT	STATUS	CLASSES
Republic of Korea	6787	2001-2684	WEST BAY SEMICONDUCTOR & Design	West Bay Semiconductor	Exclusive	first renewal December 31, 2012	9,35,42

VANSON Library:520636.3

D. TRADEMARK APPLICATIONS

COUNTRY	APP. NO.	MARK	OWNER	EXCLUSIVE/JOINT	STATUS	CLASSES
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1. Canada 1,109,282 West Bay Semiconductor West Bay Semiconductor Exclusive Pending Declaration of Use July 11, 2004

2. Canada 1,109,283 WEST BAY SEMICONDUCTOR & Design West Bay Semiconductor Exclusive Pending Declaration of Use July 11, 2004

Classes for the Canadian applications: Wares: integrated circuits and semiconductors; printed circuit boards  
 Services: designing, developing, marketing and selling integrated circuits, semiconductors; consulting services relating to the design and development of integrated circuits, semiconductors, and optical networks

3. Republic of Korea West Bay Semiconductor West Bay Semiconductor Exclusive Publication pending. Response to office action filed December 12, 2002

Classes for the Korean application: 9, 35, 42

Website domain name of the Company: www.westbaysemi.com

InterNIC registration #20571992

Additional domain names:  
 - westbaysemi.ca  
 - westbaysemiconductor.ca

Registered through CanReg, InterNIC registration #368057.

VANS01.1:brary:320636.J