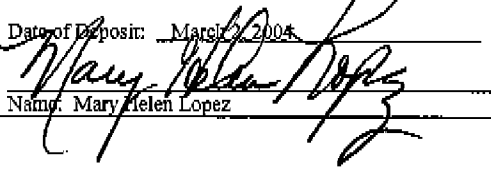
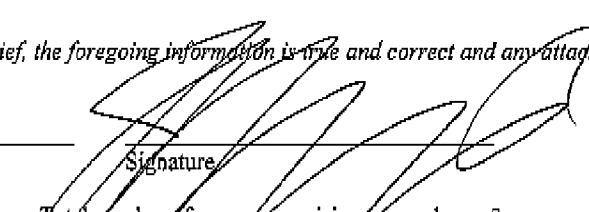


Attorney Ref. No.: 7057-0040/0200475

FORM PTO-1595  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
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**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.	
1. Name of conveying party(ies):  Mark M. Leather Eric Demers	2. Name and address of receiving party(ies):  ATI Technologies Inc. One Commerce Valley Drive East Markham, Ontario L3T 7X6 Canada
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance:  <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:	Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <b>CERTIFICATE OF MAILING/TRANSMISSION UNDER 37 C.F.R. § 1.8</b>  I hereby certify that this correspondence is, on the date shown below, is being facsimiled to the USPTO or deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to the Mail Stop Assignments, Commissioner for Patents, Box Commissioner for Patents, PO BOX 1450, Alexandria, VA 22313-1450  Date of Deposit: <u>March 2, 2004</u>  Name: <u>Mary Helen Lopez</u>
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) 10/778,782 B. Patent No.(s)  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed:  J. D. Harriman II, Esq. COUDERT BROTHERS LLP 333 South Hope Street Suite 2300 Los Angeles, California 90071	6. Total number of applications and patents involved: <u>1</u>  7. Total fee (37 CFR 1.21(h)): \$40.00  <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: <u>50-1215</u> (Attach duplicate copy of this page if paying by deposit account)
<b>DO NOT USE THIS SPACE</b>	
9. Statement and signature.  <i>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.</i>  <u>J.D. Harriman II - Reg. 31.967</u> Typed Name and Reg. No.   Signature  <u>March 2, 2004</u> Date  Total number of pages comprising cover sheet: <u>3</u>	

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7057-0040 (020047 S)

**ASSIGNMENT**

For good and valuable consideration, the receipt of which is hereby acknowledged, I/(We) the undersigned, **MARK M. LEATHER**; and **ERIC DEMERS** hereby sell(s), assign(s) and transfer(s) to **ATI TECHNOLOGIES INC.**, a corporation of Ontario, Canada, having a principal place of business at One Commerce Valley Drive East, Markham, Ontario L3T 7X6 Canada, ("Assignee"), its successors, assigns and legal representatives, my (our) entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent entitled:

**"A METHOD FOR SAMPLING ON A NON-POWER-OF-TWO PIXEL GRID"**

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application; agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has (have) been made to others by

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the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

The inventor hereby yet further agrees to, with respect to the referenced patent application, at the expense of the Assignee:

- (i) testify in any legal proceedings;
- (ii) sign all lawful papers;
- (iii) execute all divisional, continuation, continuation-in-part, reissue and substitute applications;
- (iv) make all lawful oaths, and assist in vesting title in the Assignee and to aid the Assignee to obtain and enforce proper protection for the subject matter of the Patented Invention in all countries, and
- (v) notify Assignee promptly (by facsimile or first class mail) of any subpoena or contact by any person other than Assignee or its agents regarding the Application or resultant patent(s) issuing therefrom, and in any event at least one week prior to any deposition, legal inquiry or legal proceeding relating to the above-identified invention.

Dated: 2/13/04

Mark M. Leather  
Mark M. Leather

Dated: 2/13/04

Eric Demers  
Eric Demers