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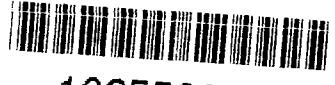
FORM PTO-159



09-15-2003

Docket No. 48024/MJM/A717

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Mail Stop Assignment - Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450
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Post Office Box 7068
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Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

<p>1. Name of conveying party(ies): TRIQUINT TECHNOLOGY HOLDING CO.</p> <p>Additional name(s) of conveying party(ies) attached: NO</p>	<p>2. Name and address of receiving party(ies): Name: AGERE SYSTEMS INC.</p> <p>Street Address: 1119 American Parkway NE, Allentown, Pennsylvania 18109</p>
<p>3. Name of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Patent Application Assignment of Joint Ownership</p> <p>Execution Date: March 17, 2003 & March 25, 2003</p>	<p>Additional name(s) & address(es) attached? NO</p>
<p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date of the application is:</p> <p>A. Patent Application No.(s) 09/501,199</p> <p>B. Patent No.(s)</p> <p>09/12/2003 ECOMPER 00000125 09501199 01 EC:ADPT 40.00 EP</p> <p>Additional numbers attached? NO</p>	
<p>5. Please return the recorded document and address all correspondence to:</p> <p>CHRISTIE, PARKER & HALE, LLP P.O. Box 7068 Pasadena, CA 91109-7068 Attention: Mark J. Marcelli</p>	<p>6. Total number of applications and patents involved 1</p> <p>7. <input checked="" type="checkbox"/> Total fee enclosed (37 CFR 3.41): \$ 40</p> <p>8. <input checked="" type="checkbox"/> Any deficiency or overpayment of fees should be charged or credited to Deposit Account No. 03-1728, except for payment of issue fees required under 37 CFR § 1.18. Please show our docket number with any credit or charge to our Deposit Account.</p>
<p>10. <input checked="" type="checkbox"/> Explanatory letter is enclosed.</p>	
<p>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.</p> <p>Date: September 5, 2003</p> <p>By <u>Mark J. Marcelli</u> Name: Mark J. Marcelli 626/795-9900</p> <p>Flurly certify that this correspondence is being deposited with the U.S. Postal Service as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on 9-5-03 (Date of Deposit) <u>Margaret B. Sullivan</u></p> <p>Total number of pages including cover sheet, attachments, and document: 5</p>	

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PATENT CO-OWNERSHIP AGREEMENT

This Agreement, is made and entered into by and between TriQuint Technology Holding Co., a Delaware corporation having an office at 2300 NE Brookwood Parkway, Hillsboro, Oregon 97124 ("TriQuint") and Agere Systems Inc., a Delaware corporation having an office at 1110 American Parkway NE, Allentown, Pennsylvania 18109 ("Agere"), each a "Party" and collectively the "Parties."

Whereas TriQuint is the owner of certain patent applications;

Whereas Agere wishes to become a joint owner of the certain patent applications;

Therefore, the Parties agree as follows:

In consideration of Agere assuming the ongoing prosecution of and payment of any fees that come due on those patent applications identified in Schedule A, as amended from time to time, TriQuint shall assign joint ownership to Agere the applications identified in Schedule A, and any resulting patents that may issue therefrom.

As joint owners, both TriQuint and Agere will have the right to license the application and any resulting patents, without an obligation of accounting.


Agere will pay all prosecution, issue, and maintenance fees, if any, that come due on the application and any resulting patents without TriQuint's involvement. However, Agere shall have the right to allow any application to abandon or patent to lapse for any reason.

Agere agrees to give TriQuint at least 30 days notice prior to the expiration of an extension fee-free period for payment of any maintenance fee on the applications or resulting patents that Agere decides not to pay. If Agere elects not to pay these maintenance fees, TriQuint may elect to do so, in which case both Parties will continue to have the right to license such applications or patents. If Agere elects not to pay these fees, however, TriQuint is not obligated to do so, and may in its discretion allow the application or patent to lapse.

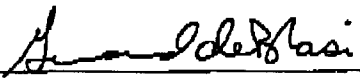
The Parties may by mutual agreement amend Schedule A from time to time to add additional patent applications to be jointly owned, and the Parties will execute the necessary patent assignment documents(s).

Each Party will give the other prompt notice of any suit involving the patent applications identified in Schedule A of which it becomes aware, identifying the parties and products involved. The Party not controlling the litigation will hold the information in confidence. Further, the Party involved in any suit will have sole control over the litigation and will cover all costs thereof, including the other Party's costs associated with the suit that are incurred at the controlling Party's request. The other Party may hire its own counsel at its sole expense.

**TRIQUINT TECHNOLOGY
HOLDING CO.**

By: 
Name: Stephanie Welty
Title: VP, Finance
Date: 3/17/03

AGERE SYSTEMS INC.

By: 
Name: Gerard deBlasi
Title: Vice President
Date: 3/25/03

Schedule A

PATENT APPLICATIONS WITH JOINT OWNERSHIP

Name	Serial Number	Filing Date	
[REDACTED]			
[REDACTED]			
[REDACTED]			
Ford 47	09/501,199	02/10/2000	
[REDACTED]			
[REDACTED]			
[REDACTED]			
[REDACTED]			

PATENT APPLICATION ASSIGNMENT OF JOINT OWNERSHIP

THIS PATENT APPLICATION ASSIGNMENT OF JOINT OWNERSHIP is made as of March 17, 2003, by TRIQUINT TECHNOLOGY HOLDING CO., a Delaware corporation with offices at 2300 NE Brookwood Parkway, Hillsboro, OR 97124, hereinafter referred to as the ASSIGNOR, and AGERE SYSTEMS INC., a Delaware corporation having a principal place of business at 1110 American Parkway, NE, Allentown, Pennsylvania 18109, hereinafter referred to as the ASSIGNEE.

ASSIGNOR is the owner of certain patent applications identified on Schedule "A" attached hereto (the "PATENT APPLICATIONS WITH JOINT OWNERSHIP").


ASSIGNEE desires to acquire joint ownership of the entire right, title and interest of ASSIGNOR in and to said PATENT APPLICATIONS WITH JOINT OWNERSHIP, without right of accounting.

For good and valuable consideration by the ASSIGNEE, the receipt of which is hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer to the ASSIGNEE, at ASSIGNEE's sole expense, joint ownership in ASSIGNOR's entire right, title and interest in and to the ASSIGNED PATENT APPLICATIONS, in the U.S. and every foreign country, and all patent rights, including extensions or derivations thereof, both foreign and domestic, that may issue on the PATENT APPLICATIONS WITH JOINT OWNERSHIP. ASSIGNEE hereby authorizes and requests the Commissioner of Patents that all U.S. patents that issue on the PATENT APPLICATIONS WITH JOINT OWNERSHIP shall issue to both ASSIGNOR and ASSIGNEE. This assignment includes assignment to ASSIGNEE of the right to make application in its own behalf for protection of the PATENT APPLICATIONS WITH JOINT OWNERSHIP and any patents issued on the PATENT APPLICATIONS WITH JOINT OWNERSHIP, in the U.S. and countries foreign to the U.S., and to claim under the Patent Cooperation Treaty, the International Convention and/or other international arrangement for any such application the date of any earlier U.S. application (or any other application on the invention) to gain priority with respect to other applications. The PATENT APPLICATIONS WITH JOINT OWNERSHIP and all patents that issue on the PATENT APPLICATIONS WITH JOINT OWNERSHIP shall be held and enjoyed by both the ASSIGNOR and ASSIGNEE, their successors and assigns as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR had this assignment not been made.

ASSIGNOR covenants and agrees to execute such further and confirmatory assignments in recordable form as the ASSIGNEE may require to vest joint ownership in the recorded title of said PATENT APPLICATIONS WITH JOINT OWNERSHIP in ASSIGNEE.

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

TriQuint Technology Holding Co.

By: 
Name: Stephanie Welty
Title: VP, Finance