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PATENT & TR

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FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011
(exp. 4/94)

11-25-2003

2 SHEET

U.S. DEPARTMENT OF
COMMERCE
Patent and Trademark Office

11-11-03



To the Honorable Comr

102608469

and the attached original documents or copy thereof.

1. Name of conveying party(ies):

Keith E. Diefendorff
Thomas A. Petersen

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies)

MIPS Technologies, Inc.
1225 Charleston Road
Mountain View, CA 94043-1353

Additional name(s) & address(es) attached?

☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: 11-10-03

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)
MIPS.0186-00US
10/449818

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

James W. Huffman
Huffman Law Group, P.C.
1832 N. Cascade Ave.
Colorado Springs, CO 80907

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41)..... \$40

A check in the amount of \$40 is attached hereto

7. Deposit account number: _____

8. (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.

James W. Huffman
Name of Person Signing

Signature

11-18-03
Date

Total number of pages including cover sheet, attachments, and document: **5**

11/24/2003 REC'D PER 00000126 10449818

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40.00 UP

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

PATENT
REEL: 014716 FRAME: 0551

**ASSIGNMENT
(Joint)**

Keith E. Diefendorff, residing at 224 Jackson Street, Los Gatos, CA 95030; and
Thomas A. Petersen, residing at 75 Dolores Terrace, San Francisco, CA 94110 (each referred to as
"Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the
United States, entitled:

MICROPROCESSOR WITH IMPROVED DATA STREAM PREFETCHING

and which is a:

- (1) ☐ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. ____, and filed on ____; or
- (2) ☒ nonprovisional application
 - (a) ☐ to be filed herewith, having an oath or declaration executed on ____
prior to the filing of the application; or
 - (b) ☒ bearing Application No. **10/449,818**, and filed on **May 30, 2003**.

WHEREAS, MIPS Technologies, Inc., a corporation duly organized under and pursuant to the laws of **Delaware**, and having its principal place of business at 1225 Charleston Road, Mountain View, CA 94043 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the proceeding paragraphs (b)–(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)–(e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of **Huffman Law Group, P.C.** to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

IN WITNESS WHEREOF, executed by each Assignor and the Assignee on the date opposite his/her name.

Date: 11/10/03

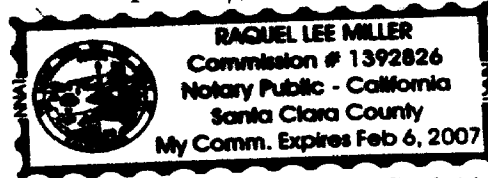
By: *J. F. Furber*
MIPS TECHNOLOGIES, INC.

State of California)
County of Santa Clara) ss.

On November 10, 2003, before me, Raquel Lee Miller, Notary Public, personally appeared James F. Kurkowski, personally known to me ~~or proved to me on the basis of satisfactory evidence~~, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Raquel Lee Miller
Signature of Notary Public



Place Notary Seal Above

Date: 10/27/03

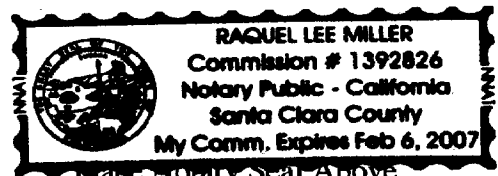
By: *Keith E. Diefendorff*
KEITH E. DIEFENDORFF

State of California)
County of Santa Clara) ss.

On October 27, 2003, before me, Raquel Lee Miller, Notary Public, personally appeared Keith E. Diefendorff, personally known to me ~~or proved to me on the basis of satisfactory evidence~~, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

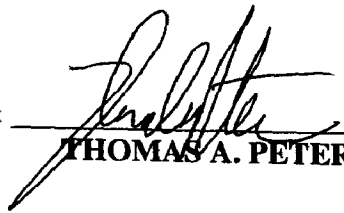
WITNESS my hand and official seal.

Raquel Lee Miller
Signature of Notary Public



Place Notary Seal Above

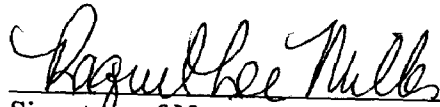
Date: 11/10/03

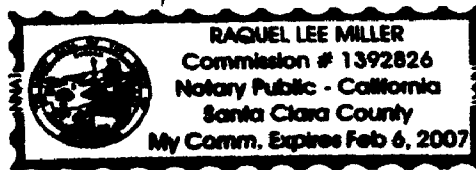
By: 
THOMAS A. PETERSEN

State of California)
County of Santa Clara) ss.

On November 10, 2003, before me, Raquel Lee Miller, Notary Public, personally appeared Thomas A. Petersen, personally known to me ~~or proved to me on the basis of satisfactory evidence~~, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public



Place Notary Seal Above