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1. Name of conveying party(ies)/Execution Date(s):
Howard E. Rhodes

Execution Dates: October 15, 2004
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: OmniVision Technologies, Inc.
Internal Address: _____
Street Address: 1341 Orleans Drive

Sunnyvale
City: _____
California
State: _____
United States of America Zip: 94089
Country: _____
Additional name(s) & address(es) attached? Yes No

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3. Nature of Conveyance:
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4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No.(s)
This application
B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name: Chun M. Ng
PERKINS COIE LLP
Internal Address: Atty. Dkt.: 384938088US
Street Address: P.O. Box 1247

Seattle
City: _____
WA State: _____ Zip: 98111-1247
Phone Number: (206) 359-8000
Fax Number: (206) 359-9000
Email Address: _____

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information:
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9. Signature.
Chun M. Ng Signature _____ Date October 15, 2004
Chun M. Ng - 36,878 Name of Person Signing
Total number of pages including cover sheet, attachments, and documents: 2

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Dated: 10 15 - 04 Signature: Vickie Hoelt (Vickie Hoelt)

ASSIGNMENT BY INVENTOR

This Assignment is by Howard E. Rhodes (the "Assignor"), residing at 631 E. Ridgefield Dr., Boise, Idaho 83706. The Assignor has invented one or more certain inventions (the "Invention(s)") described in a Patent application for Letters Patent of the United States entitled **IMAGE SENSOR AND PIXEL THAT HAS POSITIVE TRANSFER GATE VOLTAGE DURING INTEGRATION PERIOD** (the "Application"), executed concurrently herewith and naming the Assignor as inventor. The Assignor authorizes the Assignee, identified below, or its representatives to insert the application number of the Application _____ when known.

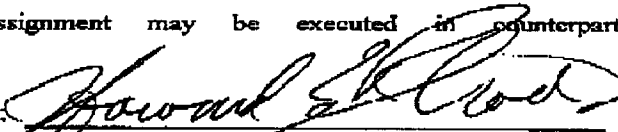
OmniVision Technologies, Inc., a Corporation of California having its principal place of business at 1341 Orleans Dr., Sunnyvale, CA 94089 ("Assignee"), desires to acquire the entire right, title and interest in and to the Invention(s) and the Application, and in and to any patents (collectively, "Patents") that may be granted for the Invention(s) in the United States or in any foreign countries.

For valuable consideration, the receipt and sufficiency of which Assignor acknowledge, Assignor hereby sells, assigns, and transfers to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to: the Invention(s), the Application, and any Patents; any divisions, continuations, and continuations-in-part of the Application and any other application claiming priority rights from the Application; any reissues, reexaminations, or extensions of any and all Patents; the right to file foreign applications directly in the name of Assignee; and the right to claim priority rights deriving from the Application (collectively, the "Rights"). Assignor warrants that Assignor owns the Rights, and that the Rights are unencumbered. Assignor also agrees to not sign any writing or do any act conflicting with this assignment, and, without further compensation, sign all documents and do such additional acts as Assignee deems necessary or desirable to: perfect Assignee's enjoyment of the Rights; conduct proceedings regarding the Rights, including any litigation or interference proceedings; or perfect or defend title to the Rights. Assignor request the Commissioner of Patents to issue any Patent of the United States that may be issued on the Invention(s) to Assignee. This Assignment may be executed in counterparts.

Date:

10/15/04

Signature:



Howard E. Rhodes