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OMB No. 0651-0027 (exp. 6/30/2005)

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

1. Name of conveying party(ies):

Carl W. Werner
Andrew Ho

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: January 13, 2005

2. Name and address of receiving party(ies)

Name: Rambus Inc.

Internal Address: _____

Street Address: 4440 El Camino Real

City: Los Altos State: CA Zip: 94022

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

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) 11/022,292

B. Patent No.(s) _____

Additional numbers attached? Yes No

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

Name: Shemwell Gregory & Courtney LLP

Internal Address: _____

Street Address: 4880 Stevens Creek Boulevard
Suite 201

City: San Jose State: CA Zip: 95129

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501914

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9. Signature.

Charles E. Shemwell
Name of Person Signing



March 31, 2005
Date

Total number of pages including cover sheet, attachments, and documents: 4

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

PATENT

REEL: 015976 FRAME: 0749

700166389

CH \$40.00 501914 11022292

Attorney Docket No.: RBS2.P019

PATENT

ASSIGNMENT

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We, Carl W. Werner and Andrew Ho, the undersigned Assignor(s), believing to be the original, first and sole or joint inventor(s) of any and all new and useful improvements disclosed in the application for the United States patent entitled

SIGNALING SYSTEM WITH SELECTIVELY-INHIBITED ADAPTIVE EQUALIZATION

hereby sell, assign, and transfer to Rambus Inc., a Delaware Corporation having a principal place of business at 4440 El Camino Real, Los Altos, California 94022, ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all improvements that are disclosed in the same patent application

X which was filed with the United States Patent and Trademark Office on December 24, 2004 and which was assigned Application Number 11/022,292.

_____ which has been executed by the undersigned prior hereto or concurrently herewith on the dates indicated below.

The undersigned further sell, assign, and transfer to Assignee said application and all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications, utility models and the like that 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 patents, reissued patents, reexamination certificates, and extensions, that 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; and the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise.

The undersigned further agree that said Assignee may apply for and receive a patent or patents 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 applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions 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 assist said Assignee, its successors, assigns, or representatives 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.

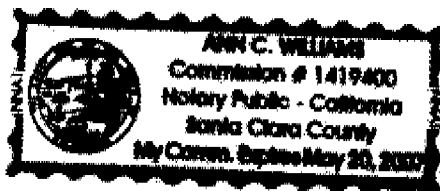
The undersigned covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

The undersigned hereby authorize and request the Officials of the United States Patent and Trademark Office and any and all foreign Patent Offices to issue any and all Letters Patents, when granted, to said Assignee as the assignee of the entire right, title and interest in and to the same, for the sole use of said Assignee, its successors and assigns, to the full end of the term for which said Letters Patents may be granted.

The undersigned hereby grant to Charles E. Shemwell (Reg. No. 40,171), located at 4880 Stevens Creek Blvd., Suite 201, San Jose, California 95129-1034, the power to insert on this document any further identification necessary or desirable to comply with the rules of the United States Patent and Trademark Office for recordation of this Assignment.

Each Inventor/Assignor: Please Sign and Date Below:

<u>1-13</u> , 2005	<u>Carl W. Werner</u>
Date	Name: Carl W. Werner
State of California)	
County of Santa Clara)	ss
I certify that I know/ have satisfactory evidence that <u>Carl W. Werner</u> is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.	
WITNESS my hand and official seal.	
<u>[Signature]</u>	Date: <u>1/13/05</u>
Notary Public Signature	



Jan. 13, 2005 *Andrew Ho*
 Date Name: Andrew Ho

State of California)
) ss
 County of Santa Clara)

I certify that I know ~~have satisfactory evidence~~ that Andrew Ho is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal.
Ann C. Williams Date: 1/13/05
 Notary Public Signature

