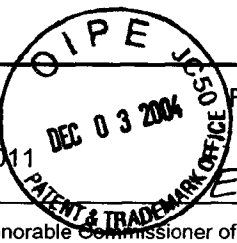


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FORM PTO-1595 (Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
RECORDATION FORM COVER
PATENTS ONLY
E0 00330398645

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Patent and Trademark Office

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

<p>1. Name of conveying party(ies):</p> <p>Adolfo M. Nemirovsky Mario D. Nemirovsky Narendra Sankar</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies)</p> <p>MIPS Technologies, Inc. 1225 Charleston Road Mountain View, CA 94043-1353</p> <p>Additional name(s) & address(es) attached?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>			
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: <u>12-17-02</u></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> <table border="1"><tr><td>A. Patent Application No.(s) MIPS.0160-02-US 10/921077</td><td>B. Patent No.(s)</td></tr></table> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				A. Patent Application No.(s) MIPS.0160-02-US 10/921077	B. Patent No.(s)
A. Patent Application No.(s) MIPS.0160-02-US 10/921077	B. Patent No.(s)				
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>James W. Huffman Huffman Law Group, P.C. 1832 N. Cascade Ave. Colorado Springs, CO 80907</p>		<p>6. Total number of applications and patents involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$40</p> <p><input checked="" type="checkbox"/> A check in the amount of \$40 is attached hereto <input type="checkbox"/> Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>			
<p align="center">DO NOT USE THIS SPACE</p>					
<p>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></p> <p><u>James W. Huffman</u> Name of Person Signing</p> <p align="center"> Signature</p> <p align="right"><u>12-3-04</u> Date</p> <p>Total number of pages including cover sheet, attachments, and document: 90</p>					

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ASSIGNMENT3800-
3803

For good and valuable consideration, receipt of which is hereby acknowledged, I, **Mario D. Nemirovsky, Adolfo M. Nemirovsky and Narendra Sankar**, do hereby sell, assign and transfer unto **XStream Logic, Inc.**, (a Corporation having its principal place of business at **750 University Avenue, Suite 270, Los Gatos CA, 95032**, hereinafter called the "Assignee"), its successors and assigns, the entire world-wide title, interest and right, including the right of priority controlled by me, in, to and under Letters Patent of the United States, the patent application, which bears the serial number **09/216,017, 09/240,012, 09/273,810 and 09/312,302**, and the inventions and any of them therein set forth and described, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefore based on the original application for said U.S. Letters Patent; **and**

For the above consideration I agree promptly upon request of the Assignee, its successors or assigns, to execute and deliver without further compensation any power of attorney, assignment, application, whether original, continuation, divisional or reissue, or other papers which may be necessary or desirable fully to secure to the Assignee, its successors and assigns, the inventions and any of them, described in said application and all patent rights therein, in the United States and in any country foreign thereto, and to cooperate and assist in the prosecution of appeal and interference proceedings involving said inventions and in the adjudication or re-examination of said Letters Patent provided the expenses which may be incurred by us in lending such cooperation and assistance be paid by the Assignee.

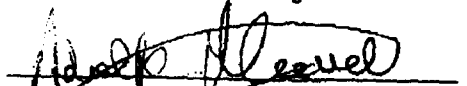
IN WITNESS WHEREOF, I hereunto set my hand and seal:



Mario D. Nemirovsky

7-1-99

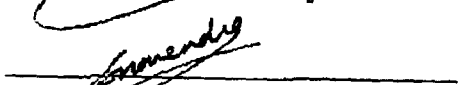
Date



Adolfo M. Nemirovsky

7/1/99

Date



Narendra Sankar

7/1/99

Date

State of (CALIFORNIA)

County of (SANTA CLARA)

ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, we, **XStream Logic, Inc.**, do hereby assign and transfer unto **Clearwater Networks, Inc.**, (a California Corporation having its principal place of business in Los Gatos, California, hereinafter called the "Assignee"), its successors and assigns, the entire world-wide title, interest and right, including the right of priority controlled by me, in, to and under Letters Patent of the United States, the applications which bear the serial numbers 09/216,017, 09/240,012, 09/273,810, 09/312,302, 09/586,115, 09/592,106, 09/595,776, 09/602,279, 09/608,750, 09/616,385, 09/629,805, 09/706,154, 09/706,157, 09/737,375, and 09/826,693, and the inventions and any of them therein set forth and described, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefore based on the original application for said U.S. Letters Patent; and

For the above consideration we agree promptly upon request of the Assignee, its successors or assigns, to execute and deliver without further compensation any power of attorney, assignment, application, whether original, continuation, divisional or reissue, or other papers which may be necessary or desirable fully to secure to the Assignee, its successors and assigns, the inventions and any of them, described in said application and all patent rights therein, in the United States and in any country foreign thereto, and to cooperate and assist in the prosecution of appeal and interference proceedings involving said inventions and in the adjudication or re-examination of said Letters Patent provided the expenses which may be incurred in lending such cooperation and assistance be paid by the Assignee.

IN WITNESS WHEREOF, I hereunto set my hand and seal:

(Title and printed name of officer signing on behalf of XStream Logic, Inc.) Ass't Corporate Secretary Ron Barr

(Signature of officer signing on behalf of XStream Logic, Inc.) Ron Barr

Date 7/18/01

State of (California)

County of (Santa Clara)

EXHIBIT B
PATENT ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, CLEARWATER NETWORKS, INC., a California corporation having a place of business at 19200 Stevens Creek Boulevard, Suite 200, Cupertino, CA 95014 ("**Assignor**"), does hereby sell, grant, convey, assign and transfer unto MIPS TECHNOLOGIES, INC., a Delaware corporation having a place of business at 1225 Charleston Road, Mountain View, California 94043 ("**Assignee**"), and its Affiliates, successors, assigns, and transferees, the following:

1. All of Assignor's title, interest and right, including the right of priority (which includes all rights under the International Convention for the Protection of Industrial Property, also known as the "Paris Convention"), in, to and under the following: (i) those issued patents set forth on Schedule A attached hereto and all inventions therein set forth, described or claimed; (ii) those applications for patents set forth on Schedule A attached hereto and all inventions therein set forth, described or claimed, and any and all patents which may be granted thereon or therefor or corresponding thereto in any country, including any and all continuations, continuations-in-part, substitutions, divisionals, reissues, renewals, reexaminations, extensions, utility models, inventor's certificates or industrial designs thereof, now existing or hereafter filed, issued or acquired; and (iii) all rights to enforce the foregoing including the right to sue and recover all income, royalties, damages, and payments now or hereafter due or payable with respect to any of the foregoing rights, including, without limitation, damages for past, present or future infringement thereof, free and clear of all and any pledge, lien, collateral assignment, security interest, mortgage, title retention, conditional sale or other security arrangement, or any charge, adverse claim of title, ownership or right to use, or any other encumbrance of any kind whatsoever.

2. And for the above consideration Assignor agrees to and will promptly upon request of Assignee, and its heirs, successors or assigns: (i) communicate any facts known to Assignor respecting said patents, applications and all inventions set forth therein; (ii) execute and deliver without further compensation any power of attorney, assignment, application (including original, continuation, divisional, reissue, reexamination or extension) or other papers which may be necessary or desirable to fully secure to Assignee (and its heirs, successors and assigns) said patents and applications, all inventions set forth therein, and all related patent rights in the United States and in any country foreign thereto; and (iii) cooperate and assist in the prosecution of said

applications, in any interference proceedings involving the inventions set forth in said patents and applications, in any adjudication and reexamination of said patents, and in any other process or proceeding necessary or desirable to obtain, maintain and/or enforce said patents and applications in any and all countries throughout the world, provided the expenses which may be incurred by Assignor in lending such cooperation and assistance be paid by Assignee.

3. Assignor represents that it has not made, and covenants that it will not hereafter make, any assignment, grant, mortgage, license or other agreement affecting the rights, titles and interests herein conveyed. Assignor further covenants that it has the full right to convey the title, interest and right assigned by this Assignment.

4. Assignor hereby authorizes and requests the Commissioner of Patents of the United States and any official of any foreign country whose duty is to issue patents on applications as described above to issue any and all patents subject to this Assignment to the Assignee and its heirs, successors or assigns in accordance with the terms of this Assignment.

5. Nothing in this Assignment will, or will be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement executed contemporaneously by the parties hereto or affect or modify any of the rights or obligations of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement will govern and control.

[Signature pages follows.]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative on the date set forth below.

"ASSIGNOR"

CLEARWATER NETWORKS, INC.,
a California corporation

By: *Richard M. Brenner*

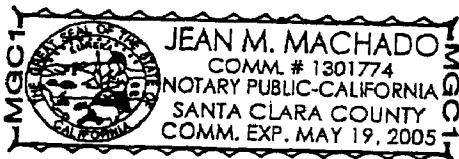
Name: Richard M. Brenner

Title: Chief Executive Officer

Dated: December 17, 2002

STATE OF CALIFORNIA)
)
COUNTY OF SANTA CLARA)

On this 17 day of December, 2002, before me appeared *Richard M. Brenner* to me known and known to me to be the person described herein, and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.



Jean M. Machado
Notary Public

[SEAL]

[SIGNATURE PAGE 1 FOR PATENT ASSIGNMENT]

This Assignment of Patents acknowledged and agreed to by:

"ASSIGNEE"

MIPS TECHNOLOGIES, INC.,
a Delaware corporation

By: *John Bourgois*

Name: John Bourgois

Title: Chairman and CEO

December 17, 2002

STATE OF CALIFORNIA)

)

COUNTY OF SANTA CLARA)

On this 17th day of December, 2002, before me appeared John Bourgois
to me known and known to me to be the person described herein, and who executed the
foregoing instrument and he acknowledged the same to be his free act and deed.

Diane L. Palmer
Notary Public

[SEAL]



[SIGNATURE PAGE 2 FOR PATENT ASSIGNMENT]

SCHEDULE A

PATENTS

<u>Docket No.</u>	<u>Patent No.</u>	<u>Issue Date</u>
P3800	6477562 B2	11/05/2002
P3801	6292888 B1	09/18/2001
P3802	6389449 B1	05/14/2002

SCHEDULE A
(continued)

PATENT APPLICATIONS (Table 1 of 2)

<u>Docket No.</u>	<u>Case Type</u> (US = US Pat. App.) (PCT = PCT Pat. App.)	<u>Application Number</u>	<u>Filing Date</u>	<u>Status</u>
P3800	US	09/216,017	12/16/1998	Issued
P3801	US	09/240,012	1/27/1999	Issued
P3802	US	09/273,810	3/22/1999	Issued
P3803	US	09/312,302	5/14/1999	Pending
P3806	US	09/629,805	07/31/2000	Pending
P3807	US	09/586,115	06/02/2000	Pending
P3808	US	09/737,375	12/14/2000	Pending
P3809	US	09/616,385	07/14/2000	Pending
P3810	US	09/595,776	06/16/2000	Pending
P3813	US	09/592,106	06/12/2000	Pending
P3814	US	09/602,279	06/23/2000	Pending
P3815	US	09/608,750	06/30/2000	Pending
P3816	US	09/706,154	11/03/2000	Pending
P3817	US	09/706,157	11/03/2000	Pending
P3819	US	09/826,693	04/04/2001	Pending
P3824	US	09/881,934	06/14/2001	Pending
P3825	US	09/881,628	06/13/2001	Pending
P3826	US	09/900,393	07/05/2001	Pending
P3827	US	09/924,755	08/07/2001	Pending
P3828	US	09/927,129	08/10/2001	Pending
P3829	US	09/933,934	08/20/2001	Pending
P3830	US	09/954,290	09/11/2001	Pending
P3837	US	60/297,107	06/07/2001	Dropped
P3840	US	09/935,446	08/22/2001	Pending
P3841	US	09/948,919	09/07/2001	Pending
P3842	US	09/964,827	09/25/2001	Pending
P3802D1	US	10/071,547	02/08/2002	Pending
P3806	US	60/176,937	01/18/2000	Expired (Priority app. for P3806)
P3807	US	60/180,998	02/08/2000	Expired (Priority app. for P3807)
P3808	US	60/181,364	02/08/2000	Expired (Priority app. for P3808)

SCHEDULE A

(continued)

PATENT APPLICATIONS (Table 2 of 2)

<u>Docket No.</u>	<u>Case Type</u> (US = US Pat. App.) (PCT = PCT Pat. App.)	<u>International</u> <u>Application</u> <u>Number</u>	<u>International</u> <u>Filing Date</u>	<u>Status</u>
P3800PCT	PCT	PCT/US99/29645	12/13/1999	Expired
P3801PCT	PCT	PCT/US99/29646	12/13/1999	Expired
P3802PCT	PCT	PCT/US00/06615	03/14/2000	Expired
P3803PCT	PCT	PCT/US00/06621	03/14/2000	Expired
P3806PCT	PCT	PCT/US01/00413	01/03/2001	Expired
P3807PCT	PCT	PCT/US01/00414	01/03/2001	Expired
P3808PCT	PCT	PCT/US01/00587	01/08/2001	Expired
P3809PCT	PCT	PCT/US01/21372	07/05/2001	Pending
P3813PCT	PCT	PCT/US01/40900	06/07/2001	Expired
P3819PCT	PCT	PCT/US02/06682	03/05/2002	Pending
P3824PCT	PCT	PCT/US02/12474	04/18/2002	Pending
P3825PCT	PCT	PCT/US02/12469	04/18/2002	Pending
P3826PCT	PCT	PCT/US02/20316	06/25/2002	Pending
P3841PCT	PCT	PCT/US02/26474	08/19/2002	Pending
P3816PCT	PCT	PCT/US01/29800	09/21/2001	Pending