

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT										
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignment Recordation Coversheet of the Assignment previously recorded on Reel 017198 Frame 0070. Assignor(s) hereby confirms the coversheet erroneously listed U.S. Patent No. 6,079,026 instead of 6,079,025.										
CONVEYING PARTY DATA											
<table border="1"><tr><th>Name</th><th>Execution Date</th></tr><tr><td>Amphus, Inc.</td><td>06/16/2000</td></tr></table>		Name	Execution Date	Amphus, Inc.	06/16/2000						
Name	Execution Date										
Amphus, Inc.	06/16/2000										
RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>St. Clair Intellectual Property Consultants, Inc.</td></tr><tr><td>Street Address:</td><td>16845 Kerscheval Avenue, Suite Two</td></tr><tr><td>City:</td><td>Grosse Pointe</td></tr><tr><td>State/Country:</td><td>MICHIGAN</td></tr><tr><td>Postal Code:</td><td>48230</td></tr></table>		Name:	St. Clair Intellectual Property Consultants, Inc.	Street Address:	16845 Kerscheval Avenue, Suite Two	City:	Grosse Pointe	State/Country:	MICHIGAN	Postal Code:	48230
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PROPERTY NUMBERS Total: 1											
<table border="1"><tr><th>Property Type</th><th>Number</th></tr><tr><td>Patent Number:</td><td>6079025</td></tr></table>		Property Type	Number	Patent Number:	6079025						
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Patent Number:	6079025										
CORRESPONDENCE DATA											
Fax Number: (248)203-0763 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 248-203-0764											
Email: ipmail@dykema.com											
Correspondent Name: Adam B. Strauss											
Address Line 1: 39577 Woodward Avenue, Suite 300											
Address Line 4: Bloomfield Hills, MICHIGAN 48304											
ATTORNEY DOCKET NUMBER:	077633-0999										
NAME OF SUBMITTER:	Adam B. Strauss										
Total Attachments: 13 source=Patent_Sale_Agreement2#page1.tif source=Patent_Sale_Agreement2#page2.tif											

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PATENT SALE AGREEMENT

This Patent Sale Agreement ("Agreement") is made and effective as of June 16, 2000 ("Effective Date") by and between Amphus, Inc., a Delaware corporation having an office located at 2372 Qume Drive, Building F, San Jose, California 95131 ("AMPHUS"), and St. Clair Intellectual Property Consultants, Inc. a Michigan corporation having an office at Suite No. Two, 16845 Kercheval Avenue, Grosse Pointe, Michigan 48230 ("SCI").

Whereas AMPHUS is the owner by assignment of certain PATENTS (hereinafter defined);

Whereas SCI desires to acquire the entire right, title and interest of AMPHUS in and to the PATENTS; and

Whereas AMPHUS is willing to assign the PATENTS to SCI for good and valuable consideration on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, AMPHUS and SCI hereby agree to the following:

1. DEFINITIONS

1.1 "PATENTS" as used herein shall mean the (1) United States patents listed in Exhibit A attached hereto and made a part hereof, together with all divisions, continuations, continuations-in-part, reissues, renewals, reexaminations, and extensions thereof, and all foreign counterpart patents, utility models and patent applications of any nature of the foregoing, and (2) the pending United States patent application listed in Exhibit A and any patents issuing thereon, together with all divisions, continuations, continuations-in-part, reissues, renewals, reexaminations, and extensions thereof, and all foreign counterpart patents, utility models and patent applications of any nature of the foregoing.

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2. PATENT ASSIGNMENT

2.1 Subject to any license rights or releases granted under the PATENTS prior to the Effective Date of this Agreement, which existing license rights or releases shall not be affected by this Agreement, AMPHUS hereby sells, assigns, transfers, and conveys unto SCI, its successors and assigns, all right, title and interest in and to the PATENTS, together with all claims, demands, or causes of action that AMPHUS has or might have by reason of any infringement of the PATENTS prior to the effective date of this Agreement, including the right to sue for past infringement and the right to collect all damages for such past infringement in the name of SCI.

2.2 Concurrently with the execution of this Agreement, AMPHUS shall execute and deliver to SCI an assignment document for recording the assignment of the PATENTS in the form attached hereto as Exhibit B. AMPHUS shall further execute from time to time all other documents at no cost to SCI, when prepared and submitted to AMPHUS by SCI, which documents are necessary to effectuate fully the assignment of paragraph 2.1 above and to permit SCI to be duly recorded as the owner of the PATENTS in all countries in which the PATENTS are issued or pending. AMPHUS shall further secure the execution of all other documents by all predecessors in interest to the PATENTS, at no cost to SCI, when prepared and submitted to AMPHUS from time to time by SCI, which documents are necessary to effectuate fully the assignment of paragraph 2.1 above and to permit SCI to be duly recorded as the owner of the PATENTS in all countries in which the PATENTS are issued or pending.

2.3 SCI shall bear sole responsibility for properly filing the documents provided to SCI pursuant to paragraph 2.2 above, and for recording SCI as the owner of the PATENTS under the laws of the United States and any applicable foreign governments.

3. CONSIDERATION; REPURCHASE RIGHT

3.1 In consideration of the sale and assignment of paragraph 2.1 above and the other obligations of AMPHUS under this Agreement, SCI agrees to pay AMPHUS the sum of

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3.2 In further consideration of the sale and assignment of paragraph 2.1 above and the other obligations of AMPHUS under this Agreement, SCI agrees to pay AMPHUS the following

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5. MARKETING AND SUPPORT

5.1 SCI shall maintain, prosecute, license, sell, assign, enforce or otherwise market any part or all of the PATENTS to the extent SCI deems appropriate in SCI's sole discretion. Subject to the provisions of paragraphs 1.2 and 3.1 through 3.7, SCI shall pay all costs, fees and expenses incurred by SCI in association with such maintenance, licensing, sales, assignment, enforcement and other marketing activities.

5.2 AMPHUS shall obtain, preserve and make available to SCI all documents, notes, notebooks, files and records memorializing or evidencing the details of or dates of conception of the PATENTS.

5.3 AMPHUS agrees to provide, at SCI's request, reasonable assistance to SCI in investigating the PATENTS, including, without limitation, allowing SCI to interview inventors who are, at the time of any such investigation, employees of AMPHUS.

6. WARRANTIES AND DISCLAIMERS

6.1 AMPHUS represents and warrants that it is the sole and exclusive owner of the entire right, title and interest in and to the PATENTS, including the right to sue for past infringement, and AMPHUS has the right to assign, sell and convey to SCI such entire right, title and interest therein, including the right to sue for past infringement.

6.2 AMPHUS represents and warrants that the issued United States Letters Patents listed in Exhibit A are in full force and effect as of the Effective Date of this Agreement and have not been abandoned for failure to pay any maintenance fees required

by the United States Patent and Trademark Office, and further that the pending United States patent application listed in Exhibit A is pending before the United States Patent and Trademark Office and has not been abandoned for failure to respond to an Official Office Action or to pay any fee required to maintain such listed United States patent application.

6.3 AMPHUS represents and warrants that:

A. As of the Effective Date of this Agreement, there are no license rights, licenses or releases granted under the PATENTS to any third parties, other than as described in attached Exhibit C;

B. AMPHUS, and its predecessors in interest to the PATENTS, have never notified any third party of infringement with respect to any one or more of the PATENTS, other than as described in attached Exhibit C;

C. AMPHUS, and its predecessors in interest to the PATENTS, have never stated or represented, by action or other conduct, to any third party that AMPHUS will not enforce the PATENTS or that said third party is free to practice the inventions of the PATENTS without fear of recourse, other than as described in attached Exhibit C.

D. AMPHUS has no knowledge that the PATENTS are invalid, expired, withdrawn, abandoned, subject to reissue or reexamination, subject to an interference, subject to litigation, or otherwise unenforceable, other than as described in attached Exhibit C.

6.4 Except as provided in paragraphs 6.1, 6.2 and 6.3 above, the PATENTS are being sold to SCI "AS IS" and with all faults, and AMPHUS makes no warranty or representation, express or implied, with respect to the validity, enforceability or infringement of the PATENTS.

7. NOTICES

7.1 All notices, requests, demands and other communications under this Agreement or in connection herewith shall be given to the respective parties hereto in writing, shall be served by facsimile transmission confirmed by mail or served by mail alone, and shall be deemed to have been given when deposited in the mail with postage prepaid and addressed as follows:

If to AMPHUS:

Mr. Henry Fung
Amphus, Inc.
2372 Qume Drive
Building F
San Jose, CA 95131

Tel: (408) 383-3788
Fax: (408) 383-3781

If to SCI:

Mr. Thomas W. Baumgarten, Jr.
St. Clair Intellectual
Property Consultants, Inc.
Suite No. Two
16845 Kercheval Ave.
Grosse Pointe, MI 48230

Tel: (313) 884-8427
Fax: (313) 884-8457

Either party may change the above designated recipients and addresses for such notice by providing the appropriate information in writing to the other party.

8. MISCELLANEOUS

8.1 This Agreement sets forth the entire agreement and understanding by and between the parties hereto and merges all prior discussions and agreements previously entered into regarding the subject matter hereof, and neither party shall be bound by any addition to or modification of this Agreement with respect to the subject matter of this Agreement or waiver of any provision of this Agreement, other than as is expressly provided in writing and signed by a duly authorized representative of the party to be bound thereby.

8.2 The headings and captions of this Agreement are for convenience only and are not to be used in the interpretation of this Agreement.

8.3 If any provision of this Agreement is held by an arbitrator or a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

8.4 Notwithstanding anything to the contrary in this Agreement, the filing of any patent application, the issuance,

maintenance, reissue, reexamination or renewal of any patent, or the abandonment of any patent or patent application included in the PATENTS shall be within the sole discretion and control of SCI.

REDACTED

8.6 This Agreement shall be subject to and governed by the laws of the State of Michigan. The parties submit to the exclusive venue and personal jurisdiction of the State and Federal Courts of Michigan for all actions arising under this Agreement.

8.7 While principals and employees of SCI are attorneys, no legal services have or will be rendered by them or by SCI as part of this Agreement. The parties further acknowledge that they have consulted independent legal counsel for advice or opinions on which the respective party will rely regarding any concerns about a legal matter or issue, or the legal effect of any document, including this Agreement.

REDACTED

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IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the parties on the dates stated below.

AMPHUS Corporation
(AMPHUS)

St. Clair Intellectual
Property Consultants, Inc.
(SCI)

By: 

Henry Fung
President

By: 

Thomas W. Baumgarten, Jr.
Vice President

Date: 6/16/00

Date: 6/15/00

EXHIBIT A

"PATENTS"

Docket No.	Serial No.	Filed	Title	Patent No/Issue Date
A-67159 RMA CIP of A-64121	09/326,271	8/18/99	System and Method for Task Performance Based Dynamic Distributed Power Management In A Computer System and Design Method	Notice of Allowance
A-63856-11 Divisional of 08/767,821 (A-63856-8) RMA	09/121,352	7/22/98	System and Method of Computer Operating Mode Control for Power Consumption System	U.S. Patent No. 6,079,025 issued 20 June 2000
A-64121 RMA CIP A-67159	08/877,140	6/17/97	Distributed Power Management System and Method for Computer	U.S. Patent No. 5,987,614 issued 16 November, 1999
A-64173 RMA	08/914,846	8/18/97	System and Technique for Reducing Power Consumed By Data Transfer Operations During Periods of Update Inactivity	U.S. Patent No. 5,961,617 issued 5 October, 1999
A-63856-8 RMA	08/767,821	12/17/96	Computer Activity Monitor Providing Idle Thread and Other Event Sensitive Clock and Power Control	U.S. Patent No. 5,892,959 issued 6 April, 1999
	08/754,842	11/12/96	Mappable Function for Single Chip/Multi-Chip Processors for Computers	U.S. Patent No. 5,822,610 issued 13 October, 1998
A-63856-6	08/460,078	6/2/985	Activity Monitor for Computer Systems Power Management	U.S. Patent No. 5,799,198 issued 25 August, 1998
A-63856-9	08/768,331	12/17/96	Multi-mode Power Switching for Computer Systems	U.S. Patent No. 5,758,175 issued 26 May 1998
A-63856-4	08/458,189	6/2/95	Multi-State Power Management For Computer System	U.S. Patent No. 5,710,929 issued 20 January, 1998
A-65312-1 (VADE1-005)	08/478,313	6/7/95	Mappable Function for Single Chip/Multi-Chip Processors for Computers	U.S. Patent No. 5,671,433 issued 23 September, 1997
A-65446-1 (replaced A-64843) (VADE1-003)	08/452,246	6/7/95	Computer Having A Single Bus Supporting Multiple Bus Architecture Operation with Different Parameters	U.S. Patent No. 5,630,163 issued 13 May, 1997
A-63863	08/337,302	11/10/94	Card Voltage Switching and Protection	U.S. Patent No. 5,613,130 issued 18 March, 1997
A-63856-2	08/017,975	2/12/93	Power Conservation Apparatus Having Multiple Power Reduction Levels Dependent Upon the Activity of a Computer System	U.S. Patent No. 5,396,635 issued 7 March, 1995
A-63861	07/815,928	12/30/91	Multi-level Display Controller	U.S. Patent No. 5,337,408 issued 9 August, 1994
A-63862	06/641,785	8/16/84	Direct Memory Access and Display System	U.S. Patent No. 4,811,204 issued 7 March, 1989

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EXHIBIT B
U.S. PATENT ASSIGNMENT

WHEREAS, Amphus, Inc., a California corporation having an office at 2372 Qume Drive, Building F, San Jose, CA 95131 ("AMPHUS") is the owner of the entire right, title and interest in and to the United States patents and patent applications listed on the attached Exhibit A ("PATENTS"); and

WHEREAS, St. Clair Intellectual Property Consultants, Inc., a Michigan Corporation having offices at 16845 Kercheval Ave., Suite Two, Grosse Pointe, Michigan 48230 ("SCI") is desirous of acquiring the entire right, title and interest in and to the PATENTS.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, AMPHUS hereby sells, assigns, transfers and conveys to SCI, its successors and assigns, all right, title and interest in and to the PATENTS, together with all claims, demands, or causes of action that AMPHUS has or might have by reason of any infringement of the PATENTS prior to the effective date of this assignment, including the right to collect damages for such past infringement in the name of SCI.

Amphus, Inc.

By: _____
Henry Fung
President

State of California)
County of _____)

Signed before me this _____ of _____, 2000.

Notary Public

EXHIBIT C
WARRANTY EXCLUSIONS

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