

Form PTO-1595 (Rev. 07/05)  
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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies)

AGERE SYSTEMS INC.

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

### 2. Name and address of receiving party(ies)

Name: NOBLE DEVICE TECHNOLOGIES CORPORATION

Internal Address: \_\_\_\_\_

Street Address: 211 Warren Street

City: Newark

State: New Jersey

Country: U.S.A.

Zip: 07103

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

### 3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 13, 2005

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

### 4. Application or patent number(s):

A. Patent Application No.(s)

10/453,037

11/269,017

☐ This document is being filed together with a new application.  
B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Docket Administrator (16746-1)

Internal Address: Lowenstein Sandler PC

Street Address: 65 Livingston Avenue

City: Roseland

State: New Jersey

Zip: 07068

Phone Number: 973.597.2500

Fax Number: 973.597.2400

Email Address: \_\_\_\_\_

### 6. Total number of applications and patents involved: 2

### 7. Total fee (37 CFR 1.21(h) & 3.41) \$80.00

- ☐ 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

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 501358

Authorized User Name Daniel D. Sierchio

9. Signature: Daniel D. Sierchio  
Signature

February 8, 2006  
Date

Daniel D. Sierchio, Reg. No. 53,591

Name of Person Signing

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

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

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PATENT

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## PATENT ASSIGNMENT

This ASSIGNMENT (the "Assignment") from Agere Systems Inc., a Delaware corporation ("Assignor"), to Noble Device Technologies Corporation ("Assignee"), is entered into and effective as of this 13<sup>th</sup> day of December, 2005 in accordance with that certain Technology and Patent License Agreement by and between Agere Systems Inc. and Noble Device Technologies LLC ("LLC"), effective as of February 3, 2003 (the "Agreement").

**WHEREAS**, Assignor is the sole owner of the entire right, title and interest in and to United States Patent applications 10/453037, 11/269,017, and in and to any corresponding foreign patent applications and foreign patents of such U.S. Patent Applications including, without limitation, patents and patent applications in France, Germany and Great Brittan (application serial number 03808419.0), Japan (application serial number 2005-508542), Taiwan Patent (I232544) and Korea (application serial number 2005-7011353), as filed (collectively, the "Agere Patents");

**WHEREAS**, Assignee desires to acquire from Assignor, and Assignor desires to assign to Assignee, any and all of Assignor's right, title and interest in and to the Agere Patents and Agere Technology in accordance Section 6.01, and subject to Section 3.02 and Article IV as amended herein, of the Agreement, together with the right to recover for the past, present and future infringements and violations thereof;

**NOW, THEREFORE**, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment**. In accordance Section 6.01, and subject to Section 3.02 and Article IV as amended herein, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to, including without limitation the right to make, to use and to vend, the Agere Patents and Agere Technology (as defined in the Agreement) in the invention disclosure of Agere's Patents, at Assignee's expense (including all costs associated therewith, including but not limited to taxes, fees, and agent's expenses), in the United States and for all foreign countries, including any reissues, continuations, continuations-in-part, or reexaminations, and foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including, without limitation, (a) all rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages by reason of past, present or future infringement or other unauthorized use of the Agere Patents or Agere Technology, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives and (b) all rights to apply for registrations in foreign countries that Assignor has or may have with respect to any of the foregoing with full benefit of such priorities as may now or hereafter be granted to it by law or treaty, including any international convention.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Patents, including any reissues, continuations, continuations-in-part, revisions, extensions or reexaminations thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of its entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

At any time or from time to time after the date hereof, Assignor shall, at the request of Assignee and at Assignee's expense, execute and deliver any further instruments or documents and take all such further action as Assignee may reasonably request in order to evidence the consummation of the transactions contemplated by this Assignment.

Further, Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, it and its legal representatives and assigns shall do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for maintaining, reissuing or enforcing the Agere Patents.

Assignor represents and warrants that it has not granted and will not grant to others any rights inconsistent with the rights granted herein.

2. **Related Companies Consent.** Assignor and LLC hereby acknowledge and agree that Noble Device Technologies Corporation is included in the definition of "Related Companies" in the Agreement and in connection therewith the Assignee hereby assumes any and all right, title and interest of LLC in the Agreement in connection with this Assignment.

3. **Amendment to Section 4.02 of the Agreement.** The parties hereto acknowledge and agree that the last sentence of Section 4.02 of the Agreement shall be deleted in its entirety and replaced with the following: "The grant back license may continue for so long as the divested business remains a separately identifiable legal entity and shall extend only to the divested business as of the date of divestiture for making or using subject matter disclosed in the Agere Patent Application (as defined in the Agreement) and/or Agere Technology."

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this instrument as  
the date first written above.

**AGERE SYSTEMS INC.**

By: \_\_\_\_\_  
John P. Veschi  
Vice President

**NOBLE DEVICE TECHNOLOGIES  
CORPORATION**

By: Clifford King  
Name: Clifford King  
Title: President

**NOBLE DEVICE TECHNOLOGIES LLC**

By: Clifford A. King  
Name: CLIFFORD A. KING  
Title: CEO

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

AGERE SYSTEMS INC.

By: John P. Veschi

John P. Veschi  
Vice President

NOBLE DEVICE TECHNOLOGIES  
CORPORATION

By: \_\_\_\_\_

Name: Clifford King  
Title: President

NOBLE DEVICE TECHNOLOGIES LLC

By: \_\_\_\_\_

Name:  
Title:

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