

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Avago Technologies General IP (Singapore) Pte. Ltd. (Company Registration No. 200512430D)	12/14/2005
RECEIVING PARTY DATA	
Name:	Avago Technologies Imaging IP (Singapore) Pte. Ltd. (Company Registration No. 200512334M)
Street Address:	No. 1 Yishun Avenue 7
City:	Singapore
State/Country:	SINGAPORE
Postal Code:	768923
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11300797
CORRESPONDENCE DATA	
Fax Number:	(312)321-4299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312 321-4200
Email:	asalasche@brinkshofer.com
Correspondent Name:	BRINKS HOFER GILSON & LIONE
Address Line 1:	P.O. Box 10395
Address Line 4:	Chicago, ILLINOIS 60610
ATTORNEY DOCKET NUMBER:	13036-177
NAME OF SUBMITTER:	Joseph F Hetz
Total Attachments: 5 source=Assignment R#page1.tif source=Assignment R#page2.tif source=Assignment R#page3.tif	

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### ASSIGNMENT AND ASSUMPTION AGREEMENT NO. 3

This Assignment and Assumption Agreement No. 3 (the "Agreement No. 3") is made and entered into as of December 14, 2005 (the "Effective Date"), by and between AVAGO TECHNOLOGIES GENERAL IP (SINGAPORE) PTE. LTD. (Company Registration No. 200512430D), a company incorporated under the laws of Singapore whose registered office is at No. 1 Yishun Avenue 7, Singapore 768923 ("Assignor"), and AVAGO TECHNOLOGIES IMAGING IP (SINGAPORE) PTE. LTD. (Company Registration No. 200512334M), a company incorporated under the laws of Singapore whose registered office is at No. 1 Yishun Avenue 7, Singapore 768923 ("Assignee").

WHEREAS, Avago Technologies Pte. Ltd. (f/k/a Argos Acquisition Pte. Ltd.) and Agilent Technologies, Inc. ("Agilent") are parties to that certain Asset Purchase Agreement dated as of August 14, 2005, as amended (the "Purchase Agreement"), pursuant to which Agilent has agreed to assign to Assignor the Transferred Business Intellectual Property, the Transferred Business Intellectual Property Rights, certain Business Intellectual Property Licenses, and the Assumed Liabilities directly relating to the foregoing (all as defined therein) (collectively, the "Assigned Items");

WHEREAS, pursuant to the Purchase Agreement, Agilent assigned the Assigned Items to Assignor, and Assignor agreed to assume the obligations pertaining to such Assigned Items;

WHEREAS, Assignor and Assignee are parties to that certain Consortium Agreement dated as of December 1, 2005 (the "Consortium Agreement"), pursuant to which the Assignor has agreed to assign certain rights and obligations to Assignee;

WHEREAS, pursuant to an Assignment and Assumption Agreement between Assignor and Assignee dated as of December 1, 2005, and Assignment and Assumption Agreement No. 2 between Assignor and Assignee dated as of December 1, 2005, Assignor did assign certain rights and obligations to Assignee; and

WHEREAS, Assignor now desires to assign to Assignee and Assignee is willing to accept certain additional rights and obligations pursuant to this Agreement No. 3.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained herein, and for the other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement or the Consortium Agreement.

2. Assignment and Assumption. Assignor hereby assigns, sells, transfers and sets over (collectively, the "Assignment") to Assignee (a) the patent applications set forth in the Schedule to this Agreement No. 3 (collectively, the "Acquired Items"); (b) all of the Assumed Liabilities directly relating to such Acquired Items; and (c) all of Assignor's right, title and

interest in and to any and all proceeds, causes of action and rights of recovery for past and future infringement or misappropriation of any of the Acquired Items. The Acquired Items are conveyed subject to any and all licenses, permissions, consents or other rights that may have been granted by Assignor or its predecessors-in-interest with respect thereto prior to the Effective Date. Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions, and covenants of, and to pay and discharge, all of the Assumed Liabilities directly relating to the Acquired Items (other than those Assumed Liabilities that are conveyed pursuant to the other instruments of transfer executed pursuant to the Purchase Agreement).

3. Terms of the Purchase Agreement. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement No. 3.

5. Consent to Assignment. This Agreement No. 3 shall not constitute an assignment of any claim, contract, permit, franchise, or license if the attempted assignment thereof, without the consent of the other party thereto, would constitute a breach of such claim, contract, permit, franchise, or license or in any way adversely affect the rights of the Assignor thereunder. If such consent is not obtained, or if any attempted assignment thereof would be ineffective or would adversely affect the rights of Assignor thereunder so that Assignee would not in fact receive all such rights, then Assignee may act as the attorney-in-fact of Assignor in order to obtain for Assignee the benefits thereunder.

6. No Additional Remedies. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm, or corporation other than Assignee and its successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants, or conditions hereof, and all the terms, covenants and conditions, promises, and agreements contained in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

7. Governing Law. This Agreement No. 3 shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California.

8. Counterparts. This Agreement No. 3 may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement No. 3 to be executed  
as of the Effective Date.

**ASSIGNOR**

**AVAGO TECHNOLOGIES GENERAL IP  
(SINGAPORE) PTE. LTD.**

By:   
Name: Rex Jackson  
Title: Director

**ASSIGNEE**

**AVAGO TECHNOLOGIES IMAGING IP (SINGAPORE)  
PTE. LTD.**

By: \_\_\_\_\_  
Name: Adam Clammer  
Title: Director

IN WITNESS WHEREOF, the parties have caused this Agreement No. 3 to be executed  
as of the Effective Date.

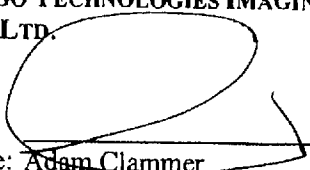
**ASSIGNOR**

**AVAGO TECHNOLOGIES GENERAL IP  
(SINGAPORE) PTE. LTD.**

By: \_\_\_\_\_  
Name: Rex Jackson  
Title: Director

**ASSIGNEE**

**AVAGO TECHNOLOGIES IMAGING IP (SINGAPORE)  
PTE. LTD.**

By:  \_\_\_\_\_  
Name: Adam Clammer  
Title: Director

## **SCHEDULE**

### **ACQUIRED ITEMS**

- **Docket number: 10050635-1**
  - Country: US
  - Application number: 11/253092
  - Filing Date: 18-Oct-2005
  - Title: System And Method For Indicating Position Of A Moveable Mechanism
- **Docket number: 10050662-1**
  - Country: US
  - Application number: 11/300797
  - Filing Date: 15-Dec-05
  - Title: Scanner Carriage Mechanism With Optical Or Wireless Interfacer