# PATENT ASSIGNMENT

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SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: **ASSIGNMENT** 

#### **CONVEYING PARTY DATA**

Name	Execution Date
Warren F. KRUGER	10/10/2006
Wade K. SMITH	10/10/2006

#### **RECEIVING PARTY DATA**

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City:	Markham
State/Country:	CANADA
Postal Code:	L3T 7X6

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11549570

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NAME OF SUBMITTER: Michele A. Cimbala, Reg. No. 33,851

Total Attachments: 3

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PATENT 500164538

Atty. Docket No.: 1972.0320000 ATI File No.: 060104

## ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: Warren F. KRUGER and Wade K. SMITH, hereby sell and assign to ATI Technologies Inc., a corporation formed under the laws of Canada, whose mailing address is 1 Commerce Valley Drive East, Markham, CANADA L3T 7X6 (hereafter referred to as the Assignee), his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

- (a) in the invention(s) known as Virtual Memory Fragment Aware Cache for which application(s) for patent in the United States of America has a filing date or a 371(c) date of \_\_\_\_\_\_ (also known as United States Application No. To Be Assigned), in any and all applications thereon, in any and all Letters Patent(s) therefor, and
- (b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and
- (c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventors agree to execute all papers necessary in connection with the application(s) and any non-provisional, continuing (continuation, divisional, or

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continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventors hereby represent that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant the patent practitioners associated with CUSTOMER NUMBER 26111 the power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

	IN WITNESS WHEREOF, executed by the undersigned inventors on the date
opposi	e his/her name.
Date:_	10/10/2006 Signature of Inventor:
	Warren F. KRUGER
State of	,
State of	)ss.
County o	
On	, before me, a notary public in and for said country, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the
person w as his/her	ose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed said instrument free and voluntary act for the uses and purposes therein set forth.
	Signature of Notary Public
(Seal)	My Commission Expires:

Date: ( ) ( ) ( ) ( ) 6	Signature of Inventor: Wade K. SM	ATI File No.: 0601
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person whose name is subscribe	ersonally known to me or proved to me on the basis of satisfac to the foregoing instrument, and acknowledged to me that he/she or the uses and purposes therein set forth.	tory evidence to be the
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