# PATENT ASSIGNMENT

# Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT		
CONVEYING PART	Ύ DATA				
		Name		Execution Date	٦
Avago Technologie	es Sensor IP Pte. Ltd	l.	11/	10/2006	
RECEIVING PART	/ DATA				
Name:	Avago Technolog	gies General IP (Singapore) Pte. Ltd.			
Street Address:	No. 1 Yishun Ave	enue 7			
City:	Singapore				
State/Country:	SINGAPORE				
	768923				
	ERS Total: 12	Number			 
Postal Code: PROPERTY NUMB Property	ERS Total: 12	Number			
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CORRESPONDENCE DATA

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(303)297-2266

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NAME OF SUBMITTER:		Angela Troussel		
Total Attachments: 5				
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### ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "<u>Agreement</u>") is made and entered into this 10<sup>th</sup> day of November, 2006 (the "<u>Effective Date</u>"), by and between **AVAGO TECHNOLOGIES SENSOR IP PTE. LTD.** (Company Registration No. 200602838N), a company incorporated under the laws of Singapore whose registered office is at No. 1 Yishun Avenue 7, Singapore 768923 ("<u>Assignor</u>"), and **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 ("Assignee").

WHEREAS, Micron Technology, Inc. (the "<u>Purchaser</u>") and certain affiliates of Assignor and Assignee (collectively, the "<u>Sellers</u>") intend to enter into a certain Purchase and Sale Agreement (the "<u>Purchase Agreement</u>"), pursuant to which Purchaser is acquiring, among other things, certain intellectual property assets and liabilities from Sellers; and

WHEREAS, in order to fulfill the Sellers' obligations pursuant to the Purchase Agreement, Assignor desires to retain all of its Exclusive Intellectual Property Rights (as defined in the Consortium Agreement, such agreement defined in Section 1 below) to the extent pertaining to the Business (as defined in the Purchase Agreement) and transfer all of the Shared Intellectual Property Rights (as defined in the Consortium Agreement) in its possession to Assignee.

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. <u>Capitalized Terms</u>. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement between Avago Technologies Pte. Ltd. (f/k/a Argos Acquisition Pte. Ltd.) and Agilent Technologies, Inc., dated as of August 14, 2005, as amended (the "<u>Agilent Agreement</u>"), or the Consortium Agreement dated as of December 1, 2005, by and among Assignee and certain other parties, including, by a certain Amendment No. 1 to Consortium Agreement, Assignor (the "<u>Consortium Agreement</u>").

2. <u>Assignment and Assumption</u>. Assignor hereby assigns, sells, transfers and sets over (collectively, the "<u>Assignment</u>") to Assignee effective as of the Effective Date: (a) all of the Shared Intellectual Property Rights in Assignor's possession pursuant to the Consortium Agreement (collectively, the "<u>Acquired Items</u>"), including, but not limited to, the intellectual property rights listed in Schedule 1 to this Agreement; (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 Auties, obligations, terms, provisions, and covenants of, and to pay and discharge, all of the Assumed Liabilities that are

## PATENT REEL: 018545 FRAME: 0415

conveyed pursuant to the other instruments of transfer executed pursuant to the Agilent Agreement).

3. <u>Terms of the Purchase Agreement</u>. 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. <u>Further Actions</u>. 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.

5. <u>Consent to Assignment</u>. This Agreement 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 either party 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. <u>No Additional Remedies</u>. 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. <u>Governing Law</u>. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California.

8. <u>Counterparts</u>. This Agreement 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 TO FOLLOW)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

#### ASSIGNOR

AVAGO	TECHNOLOGIES SENSOR IP PTE. LTD.
By:	- Aller
Name:	V
Title:	

#### ASSIGNEE

 Avago Technologies General IP (Singapore) PTE. LTD.

 By:

 Name:

 Title:

### **SCHEDULE 1**

### **PATENT APPLICATIONS AND ISSUED PATENTS**

Case No.	SubCase	Country	Tille	App. No.	File Date	Pat. No.	Issue Date
			Method And				
			Apparatus For	, ,			
			Preventing Or				
			Reducing Color				
			Cross-Talk Between	,			
			Adjacent Pixels In	ν			-
			An Image Sensor		21-Jul-		
10060033	01	US	Device		21-301-		
10000033	UI	03			محمد والمعاوي		
40004470		110	Gamma Correction	00/700440	31-Oct-	0700504	00 Max 04
10991476	U I	US	For Displays	09/703418	00	6700561	02-Mar-04
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			Additional Dies				
10060417			Inside The Camera				·
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			Liquid Crystal		25-Feb-		
10970967	01	US	Displays	09/030245	98	6115019	05-Sep-00
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			For Imaging	PH11-	07-Apr-		
10970982	02	JP	Sensors	100357	99	والمراجع	
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			Pixel With Memory				
1			For Imaging		08-Apr-	<b>`</b>	
10970982	01	US	Sensors	09/057429	98	6552745	22-Apr-03
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			Pixel With Memory				
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10970982	04	GB	Sensors	9907847.9	99	2336497	13-Nov-02
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10971120	02	JP	Display System	162062	99		
10371120	V2		Integrated Micro-				
10071100	01			00/00010	18-Jun-	6046006	12-Jun-01
10971120	01	US	Display System	09/099918	98	6246386	IZ-JUN-VI
40074400		50	Integrated Micro-	00000004.0	17-May-		
10971120	03	EP	Display System	99303834.8	99		

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Case No.	SubCase	Country	Title	App. No.	File Date	Pat. No.	Issue Date
		<b>.</b>	High Gain Current		19-May-		
10971863	01	US	Mode Photo-Sensor	09/080996	98	5969399	19-Oct-99
		• •	High Gain Current		27-Apr-		
10971863	03	EP	Mode Photo-Sensor	99303245.7	99		
			High Gain Current	PH11-	13-May-		
10971863	02	JP	Mode Photo-Sensor	132736	99		
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			Dispersion Curve		06-Dec-		
10020201	01	US	Shifting	10/313358	02	6934437	23-Aug-05
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			Improved Projection	P2000-	21-Jul-		
10991033	02	JP	Screen	220081	21-501-		
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