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.	09/22/2006

RECEIVING PARTY DATA

Name:	Avago Technologies Sensor IP Pte. Ltd.
Street Address:	No. 1 Yishun Avenue 7
City:	Singapore
State/Country:	SINGAPORE
Postal Code:	768923

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11525282

CORRESPONDENCE DATA

Fax Number: (303)297-2266

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (303) 298-9888

Email: angela.troussel@klaaslaw.com

Correspondent Name: Avago Technologies, Ltd.

Address Line 1: P.O. Box 1920

Address Line 4: Denver, COLORADO 80201

NAME OF SUBMITTER:

Angela Troussel

Total Attachments: 4

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "<u>Agreement</u>") is made and entered into this 22nd day of September, 2006 (the "<u>Effective Date</u>"), 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 ("<u>Assignor</u>"), and **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>Assignee</u>").

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 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, by way of an amendment dated as of April 30, 2006, 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, Assignor now desires to assign to Assignee and Assignee is willing to accept certain rights and obligations pursuant to this Agreement.

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 or the Consortium Agreement.
- 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) the patents and/ or patent applications listed in Schedule 1 to this Agreement (collectively, the "<u>Acquired Items</u>"); (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

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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. <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 GENERAL IP (SINGAPORE) PTE. LTD.

By:

Name: Rex Jackson

Title: President

ASSIGNEE

AVAGO TECHNOLOGIES SENSOR IP PTE. LTD.

By:

Name: Rex Jackson

Title: President

SCHEDULE 1

ACQUIRED ITEMS

- Case No. 10060202-1
 - o US Patent Application Entitled: "Graphical User Interface Based Control of Imaging Parameters Including Scene Illumination Parameters"
 - o Filed 9/22/06
 - o Application serial number: 11/525282

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RECORDED: 11/22/2006

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