

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Plan of Liquidation

CONVEYING PARTY DATA

Name	Execution Date
Level One Communications, Inc.	05/01/2002

RECEIVING PARTY DATA

Name:	Intel Corporation
Street Address:	2200 Mission College Blvd.
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95052

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	5008637
Patent Number:	5028888
Patent Number:	5057794
Patent Number:	5068628
Patent Number:	5077529
Patent Number:	5162746
Patent Number:	5257286
Patent Number:	5534863
Patent Number:	5701099
Patent Number:	6198700
Patent Number:	6552580

CORRESPONDENCE DATA

Fax Number: (949)451-4220

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

Phone: 949-451-3800

PATENT

500189321

REEL: 018584 FRAME: 0560

CH \$440.00 5008637

Email:	dsegal@gibsondunn.com
Correspondent Name:	David A. Segal
Address Line 1:	4 Park Plaza, 15th Floor
Address Line 4:	Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	42376-00793
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NAME OF SUBMITTER:	David A. Segal
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Total Attachments: 3

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**PLAN OF LIQUIDATION
OF
LEVEL ONE COMMUNICATIONS, INC.**

This Plan of Liquidation of Level One Communications, Inc. (the "Agreement") is entered into on the 1st day of May, 2002 (the "Effective Date") between Level One Communications, Inc., a Delaware corporation (the "Company"), and Intel Corporation, a Delaware corporation (the "Shareholder"), with reference to the following facts:

RECITALS

- A. The Company is owned 100% by the Shareholder.
- B. The Company and the Shareholder intend and desires to liquidate the Company and in this connection to distribute all of the Company's assets, if any, promptly following the Effective Date and to complete the distribution of all assets, in accordance with and pursuant to the provisions of Section 332 of the United States Internal Revenue Code of 1986, as amended (the "Code").
- C. The Company's integrated computer systems are incompatible with Intel's integrated computer systems and the liquidation of the Company into Shareholder would constitute a timely and cost-effective resolution for eliminating such incompatibility; and

NOW, THEREFORE, in consideration of and in reliance upon the respective covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. General Plan Regarding the Division and Distribution of Assets

(a) General. Commencing on the Effective Date, the Company shall distribute to the Shareholder all of the Company's assets. Without further shareholder action, liquidating distributions shall be made in such amounts, upon such dates and in such manner, consistent with the provisions of the Plan, as the officers of the Company or their expressly authorized agents may determine. Any partial distribution of assets shall be one of a series of two or more distributions in complete liquidation of the Company. The Shareholder shall surrender all certificates representing shares of capital stock of the Company as a condition to receipt of the final liquidating distribution.

(b) Liabilities. The Shareholder shall assume the Company's liabilities that remain unpaid following the Company's liquidation, but only to the extent required under applicable law. The aggregate amount of liabilities assumed by the Shareholder pursuant to this Section 1(b) shall not exceed the aggregate fair market value of the assets distributed to the Shareholder pursuant to the Company's liquidation, unless otherwise agreed in writing by the Shareholder or as required by applicable law. This Section 1(b) shall not be deemed to enlarge

or increase the scope of the Shareholder's liability for the Company's debts and obligations beyond that required by applicable law.

2. Authorization and Direction

(a) The officers of the Company or their expressly authorized agents are authorized and directed to execute and file any and all documents and to take any other actions required by law to give final effect to the dissolution of the Company when (i) all liabilities and obligations of the Company have been paid or discharged, or adequate provision has been made therefore, or in case the property and assets of the Company are not sufficient to satisfy or discharge all its obligations, then when all the property and assets have been applied to the maximum extent possible to the just and equitable payment of the Company's liabilities and obligations and (ii) all of the remaining property and assets of the Company have been distributed or otherwise transferred to the Shareholder.

(b) The officers of the Company or an expressly authorized agent is also authorized and directed, within thirty (30) days after the Effective Date, to execute and file a United States Treasury Form 966 pursuant to Section 6043(a) of the Code, and such additional forms and reports with the Internal Revenue Service or the California Franchise Tax Board, or a similar governmental body as may be appropriate in connection with this Plan and carrying out thereof, and to perform all acts which are deemed necessary or advisable to wind up the affairs to dissolve the Company.

(c) Shareholder hereby authorizes the officers of the Company to file a Certificate of Dissolution with the Secretary of State of Delaware upon completion of the liquidation.

3. Timing

The actions in the foregoing paragraphs providing for the complete liquidation and dissolution of the Company shall be completed as soon as practicable, but in no event later than December 31, 2002.

4. Counterparts

This Agreement may be executed in several counterparts and by facsimile signatures, each one of which shall be an original and all of which shall constitute one and same document.

5. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Validity

In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

7. **Entire Agreement**

This Agreement contains the entire agreement between the parties hereto with respect to the matters contained herein, and any prior written or oral, and any contemporaneous oral, agreements, promises or representations not expressly set forth herein and dealing with the subject matter hereof shall be of no force or effect. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom any waiver, change, amendment, modification or discharge may be sought.

8. **Governing Law**

This Agreement shall be governed by, interpreted in accordance with, and construed under, the internal laws (and not the laws as to conflicts or choice of laws) of the State of Delaware.

9. **Further Assurances**

Each party hereto agrees on behalf of itself and its successors and assigns, without further consideration, to prepare, execute, acknowledge, file, record, publish and deliver such other instruments, documents and statements and to take such other actions as may be necessary or convenient to more effectively carry out the purposes of this Agreement.

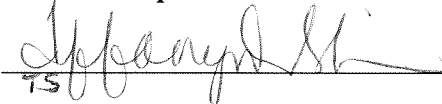
10. **Third Party Beneficiaries**

There shall be no third party beneficiaries in respect of this Agreement.

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

THE COMPANY:

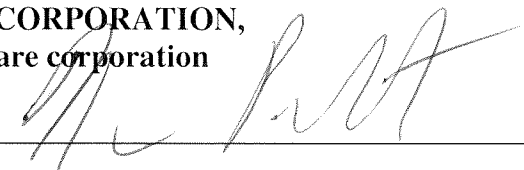
Level One Communications, Inc
a Delaware corporation

By: 

Its: Assistant Secretary

THE SHAREHOLDER:

INTEL CORPORATION,
a Delaware corporation

By: 

Its: Vice President