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):PATTERSON & SHERIDAN LLP COMPANY:3040 POST OAK BLVD.

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.101/30/2007
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SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Doc Date: 02/19/2006 previously recorded on Reel 018711 Frame 0587. Assignor(s) hereby confirms the Doc Date: 09/19/2006.

CONVEYING PARTY DATA

Name	Execution Date
QST Holdings, LLC	09/19/2006

RECEIVING PARTY DATA

Name:	NVIDIA Corporation
Street Address:	2701 San Tomas Expressway
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95050

PROPERTY NUMBERS Total: 39

Property Type	Number
Patent Number:	6785686
Application Number:	09974521
Application Number:	10863663
Application Number:	10286633
Application Number:	10188923
Patent Number:	6947916
Application Number:	10459859
Application Number:	10189791
Application Number:	10844621
Application Number:	10182391
Application Number:	10136055
Patent Number:	7093266
Application Number:	11473340
Application Number:	10342868

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):PATTERSON & SHERIDAN LLP COMPANY:3040 POST OAK BLVD.

Application Number:	10223205
Application Number:	10223256
Application Number:	10443596
Application Number:	10443554
Application Number:	10356871
Application Number:	10284485
Application Number:	10386896
Application Number:	10626479
Application Number:	10828083
Application Number:	10828036
Application Number:	10765556
Application Number:	10873678
Application Number:	10263941
Application Number:	10340060
Application Number:	10387188
Application Number:	10719408
Application Number:	10841976
Application Number:	10937728
Application Number:	10812202
Application Number:	10784484
Application Number:	10889530
Application Number:	11125854
Application Number:	11125852
PCT Number:	US0516367
Patent Number:	6587067

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:

NVDA/001

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): PATTERSON & SHERIDAN LLP COMPANY: 3040 POST OAK BLVD.

NAME OF SUBMITTER:

Frederick D. Kim

Total Attachments: 15

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PATENT PURCHASE AGREEMENT

This PATENT PURCHASE AGREEMENT ("Agreement") is entered into on September 15, 2006 ("Effective Date") by and between NVIDIA Corporation, a Delaware Company, with an office at 2701 San Tomas Expressway, Santa Clara CA 95050 (collectively "Purchaser"), and QST Holdings, LLC a Delaware Company, with an office at 2275 E. Bayshore Road, Suite 150, Palo Alto, CA 94303 ("Seller"). In consideration for the mutual covenants contained herein and other good consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

4. DELIVERY AND PAYMENT

- 4.1 Delivery. On the Effective Date, Seller shall execute a Patent Assignment Agreement attached hereto as Exhibit B. On or within one (1) business day of the Closing Date (as defined below), Seller shall send, via Federal Express or other reliable overnight delivery service, to Purchaser the executed original of this Patent Assignment Agreement along with all files and original documents owned or controlled by Seller regarding the Patents including, without limitation, all prosecution files for all issued and all pending patent applications included in the Patents, and its own files regarding the issued Patents.

In witness whereof, the parties have executed this Patent Purchase Agreement as of the Effective Date:

Seller

QST Holdings, LLC

Signature

Printed Name

Title

Date

Purchaser

NVIDIA Corporation

Signature

Printed Name

Title

Date

GORDON CAMPBELL
President & CEO
QST HOLDINGS

DAVID M. SHANNON
Ex. V.P., General Counsel
9-15-06

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Exhibit B**ASSIGNMENT OF PATENT RIGHTS**

For good and valuable consideration, the receipt of which is hereby acknowledged, Seller, having offices at 2275 B. Bayshore Road, Suite 150, Palo Alto, CA 94303 ("**Assignor**"), does hereby sell, assign, transfer and convey unto NVIDIA Corporation, having an office at 2701 San Tomas Expressway Santa Clara, CA 95050 ("**Assignee**") or its designees, all of Assignor's right, title and interest in and to the patents listed below, any and all counterpart foreign patents, applications and certificates of invention, and all reissues, re-examinations, renewals, extensions and of any of the foregoing (collectively "**Patent Rights**");

Application and Patent Number	Country	Filing Date	Title
6,795,686 (10/010,59)	US	12/5/2001	Method and System for Increasing Availability and Proximity of Base Stations for Cellular Communications Via Mobile Base Stations
09/974,521	US	10/9/2001	Predictive Resource Allocation in Computing Systems
6,587,057 (09/916,161)	US	7/25/2001	High Performance Memory Efficient Variable-Length Coding Decoder
10/683,563	US	10/10/2003	Reconfigurable Bit-Manipulation Node
10/286,633	US	11/1/2003	Secure Storage of Program Code for an Embedded System
10/199,923	US	7/18/2002	Consumer Product Distribution in the Embedded System Market
6,947,916 (10/021,602)	US	12/21/2001	IC for Universal Computing with Near Zero Programming Complexity
10/459,859	US	6/12/2003	Method and System for Reducing the Time-to-Market Concerns for Embedded System Design
10/189,791	US	7/3/2002	Method and System for Real-time Multitasking

10/644,621	US	8/19/2003	Asynchronous, Independent and Multiple Process Shared Memory
10/192,391	US	7/9/2002	Method and System for a Floating Point Multiply-Accumulator
10/136,055	US	4/29/2002	Scripting Language for Processing Typed Structured Data
7,093,255 (10/160,665)	US	5/31/2002	Method for Estimating Cost When Placing Instructions within a Module Scheduler When Scheduling for Processors with a Large Number of Function Units or Reconfigurable Data Paths
11/473,340	US	6/21/2006	Method for Estimating Cost When Placing Instructions within a Module Scheduler When Scheduling for Processors with a Large Number of Function Units or Reconfigurable Data Paths
10/342,888	US	1/14/2003	Digital Processing Architecture Using Compiled Dataflow Definition
10/223,205	US	8/16/2002	Method and Apparatus for Watermarking Binary Computer Code with Modified Compiler Optimizations
10/223,256	US	8/16/2002	Method and Apparatus for Watermarking Binary Computer Code
10/443,596	US	5/21/2003	Processing Architecture for a Reconfigurable Arithmetic Node
10/443,554	US	5/21/2003	Uniform Interface for a Functional Node In an Adaptive Computing Engine
10/386,671	US	1/31/2003	System for Hardware Assisted Price List Management
10/264,485	US	10/4/2002	Retargetable Compiler for Multiple and Different Hardware Platforms
10/386,896	US	3/11/2003	Reconfigurable Filter Node for an Adaptive Computing Machine

10/626,479	US	7/23/2003	Input Pipeline Registers for a Node In an ACM
10/628,083	US	7/24/2003	Cache for Instruction Set Architecture Using Indexes To Achieve Compression
10/628,036	US	7/24/2003	Cache for Instruction Set Architecture
10/765,556	US	1/26/2004	System and Method Using Embedded Microprocessor as a Node In an Adaptive Computing Machine
10/673,678	US	9/29/2003	System and Method Using Embedded Microprocessor as a Node in an Adaptive Computing Machine
10/263,941	US	10/2/2002	Method and System for Implementing a Low-Complexity Scheme In Color Conversion and Down-Sampling of Image Coders
10/340,060	US	1/10/2003	Method and System For Providing An Excitation-Pattern Based Audio Coding Scheme
10/367,188	US	2/13/2003	Arithmetic Node Including General Digital Signal Processing Functions for an Adaptive Computing Machine
10/719,409	US	11/23/2003	Input/Output Controller Node In an Adaptable Computing Environment
10/641,976	US	8/14/2003	Data Flow Control for Adaptive Integrated Circuitry
10/947,728	US	9/9/2004	Internal Synchronization Control for Adaptive Integrated Circuitry
10/612,202	US	7/1/2003	System for Frequency-Domain Scaled Scheme for Discrete Cosine Transform
10/784,484	US	2/18/2004	Viterbi Decoder with Survivor Bits Stored to Support Look-Ahead Addressing

10/889,530	US	7/12/2004	Equalization for DMT and OFDM Communication Systems
11/125,854	US	5/9/2005	Processor for Video Data Encoding/Decoding
11/125,852	US	5/9/2005	Processor for Video Data
PCT/US2005/ 016367	PCT	5/10/2005	Processor for Video Data

In addition, Assignor agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) the right to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding.

Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at San Jose, CA on September 19, 2006
Palo Alto, CA 94303
3:45 PM

ASSIGNOR

By:

Name:

Title:

(Signature MUST be notarized)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Clara

SS.

On September 19, 2006

before me,

Jennifer Hinnegan, Notary Public,

personally appeared

Gordon Campbell

Name and Title of Officer (e.g., Jane Doe, Notary Public)

Name(s) of Signer(s)

☒ personally known to me☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in (his/her/their) authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Assignment of Patent Rights

Document Date:

September 15, 2006

Number of Pages:

4

Signer(s) Other Than Named Above:

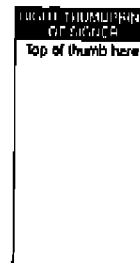
N/A

Capacity(ies) Claimed by Signer

Signer's Name:

Gordon Campbell☐ Individual☒ Corporate Officer — Title(s):President & CEO☐ Partner — ☐ Limited ☐ General☐ Attorney-in-Fact☐ Trustee☐ Guardian or Conservator☐ Other:

Signer Is Representing:

QST Holdings, LLC

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