

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Zenasis (Assignment for the benefit of Creditors), LLC	04/26/2007
RECEIVING PARTY DATA	
Name:	Open-Silicon, Inc.
Street Address:	490 N. McCarthy Boulevard
Internal Address:	Suite 220
City:	Milpitas
State/Country:	CALIFORNIA
Postal Code:	95035
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	09896059
Application Number:	10822158
Application Number:	10056343
Application Number:	10076809
Application Number:	09896071
Application Number:	60809132
CORRESPONDENCE DATA	
Fax Number:	(650)857-0663
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650-843-5000
Email:	dmckay@cooley.com
Correspondent Name:	Cooley Godward Kronish LLP, Patent Group
Address Line 1:	Five Palo Alto Square
Address Line 2:	3000 El Camino Real
Address Line 4:	Palo Alto, CALIFORNIA 94306-2155

CH \$240.00 09896059

ATTORNEY DOCKET NUMBER:

OPSI-CORR 303688-2000

NAME OF SUBMITTER:

William S. Galliani

Total Attachments: 8

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PATENT ASSIGNMENT AGREEMENT

WHEREAS, by unanimous written consent of the board of directors of Zenasis Technologies, Inc., a California corporation (“*Zenasis Technologies*” or the “**Company**”), and with the consent of the shareholders of Zenasis Technologies, on April 26, 2007, Zenasis Technologies, in accordance with the assignment for benefit of creditors laws of the State of California, transferred ownership of all of its right, title and interest in and to all of its assets to Zenasis (assignment for the benefit of creditors), LLC, a California limited liability company (the “*Assignor*”), and in so doing has also designated Assignee to act as the assignee for the benefit of creditors of Zenasis Technologies (the “*General Assignment*”);

WHEREAS, pursuant to the terms of the General Assignment Agreement between Zenasis Technologies and the Assignee, all of Zenasis Technologies’ rights title and interest in its assets have been assigned to the Assignee, including the Company’s patents and patent applications;

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated April 26, 2007, by and between Assignor, in its sole and limited capacity as Assignee for the Creditors of Zenasis Technologies and Open-Silicon, Inc., a Delaware Corporation (the “Assignee”), Assignee purchased all right, title and interest in and to all of the assets used in Zenasis Technologies’ business;

WHEREAS, Assignor and Assignee desire to memorialize the transfer of the Company’s patents and patent applications and related rights to Assignee.

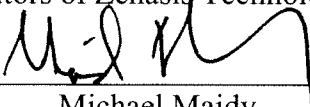
NOW, THEREFORE, BE IT KNOWN, Assignor does hereby convey, assign, transfer, deliver and set over, unto said Assignee, its successors and assigns, (1) the entire worldwide right, title and interest in and to each and all Letters Patents in the United States and in all foreign countries including, without limitation corresponding Patent Cooperation Treaty patent applications and corresponding National patent applications and all inventions, improvements and discoveries disclosed in said Letters Patents and applications which were held by the Company immediately prior to the consummation of the General Assignment, including those set forth in Schedule A hereto, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, including without limitation of generality, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Assignor has or may have for damages or profits accrued or to accrue on account of the infringement of any of said Letter Patents, patent applications, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Company if the assignment set forth in this Patent Assignment had not been made; (2) the full and complete right to file patent applications in the name of the Company or its designee, at the Assignee’s, or its designee’s election, on the aforesaid inventions, improvements, discoveries and applications in all countries of the world; and (3) the entire right, title and interest in and to any Letter Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same.

AND the Company hereby authorizes and requests the United States Patent and Trademarks Office to issue said Letter Patents in accordance with this Agreement.

IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be signed by its duly authorized officer as of April 26, 2007.

ASSIGNOR:

Zenasis (Assignment for the benefit of Creditors), LLC, in its sole and limited capacity as the assignee for the benefit of creditors of Zenasis Technologies, Inc.

By:  _____
Michael Maily

Its: Manager

ASSIGNEE:

Open-Silicon, Inc.

By: _____
Jeff Bouchard

Its: Chief Financial Officer

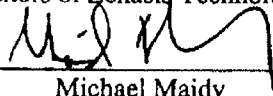
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ASSIGNOR:

Zenasis (Assignment for the benefit of Creditors), LLC, in its sole and limited capacity as the assignee for the benefit of creditors of Zenasis Technologies, Inc.

By: _____



Michael Maily

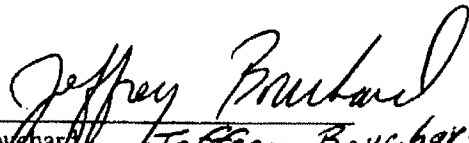
Its: _____

Manager

ASSIGNEE:

Open-Silicon, Inc.

By: _____



~~Jeff Bouchard~~
Jeffrey Bouchard

Its: _____

Chief Financial Officer

Schedule A

TO PATENT ASSIGNMENT AGREEMENT¹

The Patents that that are transferred and assigned from Seller to Buyer are comprised of all of the Seller's right, title and interest in the and to the following:

- 1) **Patents.** All Patents. "Patents" shall mean all patents and applications of the Assignor, including, but not limited to those identified on this Exhibit C and (a) all U.S. and foreign patents and patent applications that claim priority to such identified patents and applications and all U.S. and foreign patents and applications to which such identified patents and applications relate or claim priority, directly or indirectly, (b) any provisionals, continuations, continuations-in-part, divisionals, reissue applications, re-examinations, substitutions, extensions, foreign counterparts, Patent Cooperation Treaty applications, or derivatives of any of the foregoing, both foreign and domestic, and (c) all patentable inventions, in the U.S. and every foreign country, described or embodied in any of the foregoing. At Closing Seller also hereby agrees to assign and transfer to Buyer and its representatives, successors and assigns, all protectable (e.g., as by patenting) inventions, in the U.S. and every foreign country, described or embodied in the Patents

Zenasis Technologies, Inc. – Patent Schedule

	Application No.	Publication No.	Patent No.	Title	Filing Date
1.	09/896,059	US20020069396		Method for Automated Design of Integrated Circuits with Targeted Quality Objectives Using Dynamically Generated Building Blocks	06/29/2001
2.	10/822,158	US20050229142		System and Method for Automated Accurate Pre-layout Estimation of Standard Cell Characteristics	04/09/2004
3.	10/056,343	US20030140319	6,782,514	Context-sensitive Constraint Driven Uniquification and Characterization of Standard Cells	01/24/2002
4.	10/076,809	US20020162078	6,938,223	Logic Circuit having a Functionally Redundant Transistor Network	02/15/2002
5.	09/896,071	US20020053063	7,003,738	Process for Automated Generation of Design-specific Complex Functional Blocks to Improve Quality of Synthesized Digital Integrated Circuits in CMOS Using Altering Process	06/29/2001
6.	60/80,9132			Method, system and apparatus of IC design optimization via creation of design-specific cells from post-layout patterns	05/26/2006

¹ All capitalized terms not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement by and between Seller and Buyer dated April 26, 2007

- 2) Right to sue upon and otherwise enforce the Patents and to recover all past, present and future damages and other potential relief arising from infringement of the Patents assigned by the Agreement.

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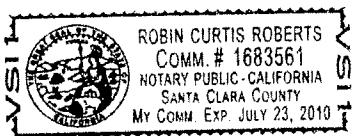
ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Santa Clara } SS.

On 4-26-07, before me, Robin Curtis Roberts, Notary Public, Notary Public,
DATE

personally appeared Michael MAIDY, personally known to me (or
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]
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

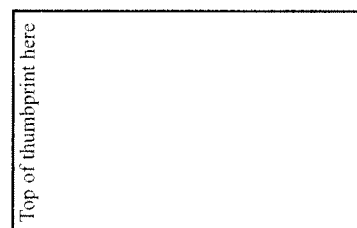
DATE OF DOCUMENT

OTHER

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY (IES)

RIGHT
THUMBPRINT
OF
SIGNER



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

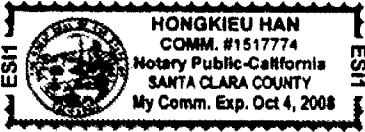
State of CALIFORNIA

County of SANTA CLARA

On 4/30/07 before me, Hongkieu Han, Notary public,

personally appeared JEFFREY BOUCHARD,

personally known to me -OR- 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]
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: PATENT ASSIGNMENT AGREEMENT

Document Date: 4/26/07 Number of Pages: 2

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jeffrey Bouchard

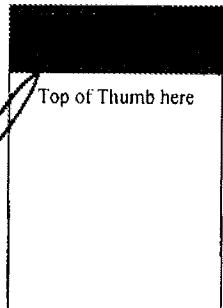
- Individual
- Corporate Officer
- Title(s):
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other:

Signer's Name: _____

- Individual
- Corporate Officer
- Title(s):
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other:

Signer Is Representing:

[Signature]



Signer Is Representing:

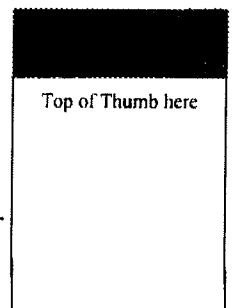


EXHIBIT F

[Trademark Assignment]