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PATENTS ONLY

Docket No.: MP1089

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

1) Mainak Biswas; and
2) Nikhil Balram

2. Name and address of receiving party(ies)

Name: Marvell Semiconductor, Inc.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 1) 05/10/07; and 2) 05/05/07

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

Street Address: 5488 Marvell Lane

City: Santa Clara

State: California

Country: USA Zip: 95054

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

A. Patent Application No.(s)

MP1089
MP1089PR (60/817,061)

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? Yes NO

5. Name and address to whom correspondence concerning document should be mailed:

Name: Customer No. 45510

Internal Address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: Michael.Chasan@ropesgray.com

6. Total number of applications and patents involved: 2

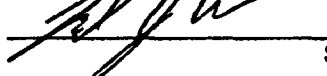
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

Total Fee authorized to be charged deposit account
 Total deficiencies authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

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 Expiration Date _____

b. Deposit Account Number 06-1075
 Authorized User Name FISH & NEAVE IP GROUP
 ROPES & GRAY LLP

9. Signature: 

Michael J. Chasan (Reg. No. 54,026)

May 14, 2007

Signature Date

Total number of pages including cover sheet, attachments, and document: **3**

5/29/2007 NJAMA1 000000

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Docket#: MP1089

PATENT

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned,

Mainak Biswas and Nikhil Balram

who have created a certain invention for which an application for United States Letters Patent was executed by us concurrently herewith and entitled:

Systems and Methods for a Motion Compensated Picture Rate Converter

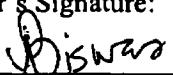
Do hereby sell, assign and transfer to Marvell Semiconductor, Inc., a corporation of California, having a place of business at 5488 Marvell Lane, Santa Clara, CA 95054, its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts; and treaties;

Do hereby further sell, assign and transfer to Marvell Semiconductor, Inc., its successors, assigns, and legal representatives, the full and exclusive right to United States Provisional Patent Applications(s) No(s). 60/817,061; filed June 27, 2006; and to any and all inventions described in said provisional patent application(s) for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be entitled to the benefit thereof in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties;

Agree that Marvell Semiconductor, Inc., hereinafter referred to as Assignee, may apply for and receive Letters Patent for said invention and said inventions, hereinafter referred to as said invention, in its own name, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignee, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, its successors, assigns, or legal representatives; and

Covenant with said Assignee, its successors, assigns, or legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

IN TESTIMONY WHEREOF we have hereunto set OUR signatures on the dates indicated below.

Full Name of First Inventor:	
Mainak Biswas	
Inventor's Signature:	Date: Month/Day/Year
	05/10/07

Full Name of Second Inventor:

Nikhil Balram

Inventor's Signature:

Nikhil Balram

Date: Month/Day/Year

5/5/07