

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Martin Mallinson	08/01/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ESS Technology, Inc.
<b>Street Address:</b>	48401 Fremont Boulevard
<b>City:</b>	Fremont
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94538
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11750959
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)712-0263
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	650-712-0340
<b>Email:</b>	BDahlberg@hmbay.com
<b>Correspondent Name:</b>	Ernest J. Beffel, Jr.
<b>Address Line 1:</b>	637 Main Street
<b>Address Line 4:</b>	Half Moon Bay, CALIFORNIA 94019
<b>ATTORNEY DOCKET NUMBER:</b>	HBES 1063-1
<b>NAME OF SUBMITTER:</b>	Ernest J. Beffel, Jr.
<b>Total Attachments: 2</b>	
source=20070803SignedAssignment#page1.tif	
source=20070803SignedAssignment#page2.tif	

OP \$40.00 11750959

Atty Dcket No.: HBES 1063-1

**ASSIGNMENT**  
**(Sole to Corporate)**

WHEREAS, the undersigned,

- (1) Martin Mallinson  
1306 Huckleberry Road  
Kelowna, British Columbia  
CANADA V1P 1M5

hereinafter termed "Inventor", has invented certain new and useful improvements in

**DIGITAL FORCED OSCILLATION BY DIRECT DIGITAL SYNTHESIS**

and has filed an application for a United States patent disclosing and identifying the above invention on 18 May 2007 as **Application No. 11/750,959**, OR \_\_\_\_\_ is filing such an application herewith, and has executed an oath or declaration of inventorship for such application on:

(1) the 1 day of August, 2007;

(hereinafter termed "applications"); and

WHEREAS, **ESS Technology, Inc.**, a corporation of California, having a place of business at 48401 Fremont Boulevard, Fremont, CA 94538 (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said applications and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby jointly and severally sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said applications and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

## Atty Dcket No.: HBES 1063-1

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

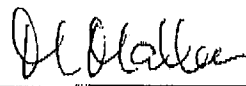
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, the inventor's respective heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventors hereby authorize any of the following attorneys:  
Mark A. Haynes, Ernest J. Beffel, Jr., Warren S. Wolfeld, James F. Hann, Bill Kennedy, Kenta Suzue, Peter J. Su and Joseph E. Root  
to (a) insert the date of execution of the oath or declaration of inventorship, and (b) insert the application number and filing date of this application when known.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the date written below.

Date: 1st August 2007

  
\_\_\_\_\_  
Martin Mallinson