

Client Code: SOROK16.001APC
SOROK16.002APC

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party: NXP B.V.</p> <p>Additional name(s) of conveying party(ies) attached? () Yes (X) No</p>	<p>2. Name and address of receiving party:</p> <p>Name: DSP GROUP SWITZERLAND AG</p> <p>Internal Address:</p> <p>Street Address: Binzstasse. 38, CH-8045 Zurich, Switzerland</p> <p>Additional name(s) of receiving party(ies) attached? () Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment () Security Agreement () Merger () Change of Name () Other:</p> <p>Execution Date: September 4, 2007</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>1. Patent Application No.: 10/551,324 Filing Date: October 18, 2005</p> <p>2. Patent Application No.: 10/576,553 Filing Date: April 19, 2006</p> <p>Additional numbers attached? () Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995</p> <p>Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614</p> <p>Return Fax: (949) 760-9502</p> <p>Attorney's Docket No.: SOROK.001APC SOROK.002APC</p>	<p>6. Total number of applications and patents involved: 2</p>
<p>7. Total fee (37 CFR 1.21(h)): \$80</p> <p>(X) Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <p><u>Christian A. Fox</u> Name of Person Signing</p> <p><u>58,507</u> Registration No.</p> <p><u>cut a. f</u> Signature</p> <p><u>12/20/2007</u> Date</p> <p>Total number of pages including cover sheet, attachments and document: 9</p>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

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PATENT
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DEED OF TRANSFER OF PATENTS**THE UNDERSIGNED:**

1. **NXP B.V.**, a limited liability company incorporated in the Netherlands, with corporate seat in Eindhoven, the Netherlands, and address at High Tech Campus 60, Eindhoven, the Netherlands ("**NXP**");

and

2. **DSP GROUP SWITZERLAND AG**, a company incorporated under the laws of Switzerland, with corporate seat at Binzstasse. 38, CH-8045, Zurich, Switzerland ("**DSPG**").

hereinafter also collectively referred to as the "**Parties**",

HAVE AGREED AS FOLLOWS:**1. Definitions**

When used in this Deed, the following capitalised terms shall have the meaning set forth below:

"**Schedule**" shall mean the schedule to this Deed.

"**Affiliate**" means any and all Persons in which NXP or DSPG, as the case may be, directly or indirectly, holds more than fifty percent (50%) of the nominal value of the share capital issued, or more than fifty percent (50%) of the voting power at general meetings, or has the power to appoint and to dismiss a majority of the directors or otherwise to direct the activities of such Person.

"**Deed**" shall mean this deed of transfer of the Patents listed in the Schedule.

"**Patents**" shall mean any patents, petty patents, utility models and applications (including provisional applications) for any of the foregoing, including any divisionals, continuations, continuations-in-part, re-examinations, renewals and re-issues, in any country of the world.

"**Person**" means an individual, a company or corporation, a partnership, a limited liability company, a trust or other entity, organization or unincorporated association, including any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local, domestic or foreign.

2. Transfer of ownership Patents; license to NXP

On certain terms and conditions as specified in an intellectual property transfer and license agreement concluded between NXP and DSPG Ltd., NXP has, on behalf of itself and its Affiliates, in short, assigned and transferred all right, title and interest in and to the Patents listed in the Schedule to DSPG, and DSPG has accepted such assignment and transfer and has granted a license on such Patents to NXP and its Affiliates on certain terms and conditions as specified in such agreement.

3. Variation to Deed

No variation, extension, cancellation or translation of any expressed terms of this Deed (including the Schedule) shall be binding upon NXP unless made in writing and signed by a duly authorised representative of NXP.

4. Additional assignment documents; further assurance

In the event that in addition to this Deed DSPG or any of its Affiliates has to submit other documents to patent authorities in order to effectuate the recordal of the assignment and transfer of the Patents listed in the Schedule, DSPG hereby warrants and guarantees that such other documents will not contain language that in any way prejudices the provisions of this Deed. NXP and DSPG shall, at each other's request, execute and do (or procure to be executed and done by any of their respective Affiliates) all such deeds, documents, acts and things as the requesting party may from time to time reasonably require in order to effectuate or to formalise the transfer of the Patents to DSPG on a jurisdiction by jurisdiction basis and to cause the Patents to be recorded at the relevant patent registers around the world in the name of DSPG or any other Affiliate designated by DSPG.

5. Observance legal requirements

DSPG and its Affiliates undertakes to observe and act in accordance with all applicable legal conditions and terms required in order to effectuate the recordal of the assignment and transfer of the Patents listed in the Schedule.

6. Power of Attorney

NXP hereby grants full and irrevocable power of attorney to DSPG and its Affiliates, to submit this Deed and the Schedule thereto (and, where necessary, a translation thereof) to the patent authorities of the territories in which the Patents listed in the Schedule are registered or applied for, and to request those authorities to record in the appropriate registers the transfer of the legal title to the Patents listed in the Schedule from NXP or any of its Affiliates to DSPG or the relevant Affiliate indicated by DSPG.

7. Costs for recordal

The costs for the recordal of the assignment and transfer of the Patents in the relevant registers will be borne by DSPG.

8. Applicable law and jurisdiction

This Deed shall be governed by and construed in accordance with the laws of Switzerland (excluding the conflict of law provisions of the Swiss Federal Act on International Private Law and international treaties, in particular the Vienna Convention on the International Sale of Goods dated 11 April 1980). Any action or proceeding in respect of any claim arising out of or related to this Deed shall be solely conducted by NXP and DSPG in accordance with the procedure provided in clause 18 of the share and business sale agreement concluded between the Parties.

IN EVIDENCE WHEREOF, the Parties have caused this Deed to be signed by their duly authorised representatives on [] 2007.

NXP B.V.

DSP GROUP, LTD.

(signature)

(signature)

Name:
Title:

Name:
Title:

IN EVIDENCE WHEREOF, the Parties have caused this Deed to be signed by their duly authorized representatives on [4] 2007.

4 September

NXP B.V.

DBP GROUP SWITZERLAND AG

(signature)

(signature)

Name:

Title:

Name:

Title:

Dir. Legal
Director

IN EVIDENCE WHEREOF, the Parties have caused this Deed to be signed by their duly authorized representatives on [] 2007.

NXP S.V.



(signature)

Name: Theo Claasen
Title: Executive Vice President
Business Development

DSP GROUP, LTD. SWITZERLAND AG



(signature)

Name:
Title:

[illegible]

