

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Yunjie Xu	02/14/2008
RECEIVING PARTY DATA	
Name:	VIA Technologies, Inc.
Street Address:	535 Chung-Cheng Rd.
City:	Hsin-Tien, Taipei
State/Country:	TAIWAN
Postal Code:	231
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12044554
CORRESPONDENCE DATA	
Fax Number:	(770)951-0933
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	dan.mcclure@tkhr.com
Correspondent Name:	Daniel R. McClure
Address Line 1:	600 Galleria Pkwy
Address Line 2:	Suite 1500
Address Line 4:	Atlanta, GEORGIA 30339
ATTORNEY DOCKET NUMBER:	252209-1510
NAME OF SUBMITTER:	Daniel R. McClure
Total Attachments: 3 source=00727440#page1.tif source=00727440#page2.tif source=00727440#page3.tif	

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**ASSIGNMENT
OF UTILITY PATENT APPLICATION**

WHEREAS, the following parties:

<u>Name</u>	<u>Address</u>
Yunjie Xu	Room 501, Bldg. 14, No. 111, Fushan Road Pudong District, Shanghai China
Arthur Weng	385 Singley Dr., Milpitas, CA 95035

hereinafter referred to as ASSIGNOR, has/have invented certain new and useful improvements ("invention(s)") as described and set forth in the below-identified utility application for United States Letters Patent entitled:

GUARD BAND CLIPPING SYSTEMS AND METHODS

which was:

- executed on even date herewith,
- filed with the United States Patent and Trademark Office (USPTO) on _____, and assigned Serial No., and
- further described in U.S. Provisional application entitled _____, filed with the USPTO on _____, and assigned Serial No. _____.

Note: Only one of the first two checkboxes will be checked. The third checkbox will be checked, only if appropriate.

WHEREAS, VIA Technologies, Inc., having a place of business at 535 Chung-Cheng Rd., Hsin-Tien, Taipei 231, Taiwan, R.O.C., hereinafter referred to as ASSIGNEE, is desirous of acquiring ASSIGNOR'S interest in and to said invention(s), said utility application, said provisional application, and any U.S. and foreign patents which are related to the same.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by ASSIGNOR, ASSIGNOR has sold, assigned and transferred and does hereby sell, assign and transfer unto ASSIGNEE, and ASSIGNEE'S successors and assigns, (a) the entire right, title and interest, for the United States of America, in and to said invention(s), said utility application, and said Provisional application and all the rights and privileges in any application and under **PATENT** and all patents that may be granted in the U.S. for said inventions, including all

corresponding provisional, continuation, continuation-in-part, divisional, reissue, and reexamination applications; and (b) the entire right, title and interest in and to said invention(s), said utility application, and said provisional application for all countries foreign to the U.S., including all rights of priority arising from them, and all the rights and privileges under any and all forms of protection, including patents, that may be granted in said countries foreign to the U.S. for them.

ASSIGNOR authorizes ASSIGNEE to make application for such protection in its own name and maintain such protection in any and all countries foreign to the U.S., and to invoke and claim for any application for patent or other form of protection for said Inventions, without further authorization from ASSIGNOR, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

ASSIGNOR hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of ASSIGNEE to apply for patent or other form of protection for said Inventions, said utility application, or said provisional application and to claim the aforesaid benefit of the right of priority.

ASSIGNOR requests that any and all patents for said inventions be issued to ASSIGNEE in the U.S. and to ASSIGNEE in all countries foreign to the U.S., or to such nominee as ASSIGNEE may designate.

ASSIGNOR covenants and agrees that, when requested, ASSIGNOR shall, without charge to ASSIGNEE but at ASSIGNEE'S expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable, or convenient in connection with the patent applications, patents, or other forms of protection of said invention(s), and for the defense and protection thereof if challenged in the court of law.

ASSIGNOR authorizes ASSIGNEE or its agents to insert, on ASSIGNOR'S behalf, the filing date and/or serial number above pertaining to the utility application and/or the provisional application, if not known as of the date of execution of this document.

I/we hereby declare that all statements made herein of my/our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statement and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full Name of First Inventor: Yunjie Xu

Residence: Room 501, Bldg. 14, No. 111, Fushan Road, Pudong District, Shanghai, China

Citizenship: CN

Post Office Address: Same as above

Inventor's Signature: _____

Yunjie Xu

Date: _____

Feb 14~~th~~, 2008