PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ESS TECHNOLOGY, INC.	06/30/2008

RECEIVING PARTY DATA

Name:	IMPERIUM (IP) HOLDINGS
Street Address:	153 EAST 53RD STREET, 29TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022-4651

PROPERTY NUMBERS Total: 82

Property Type	Number
Application Number:	11592416
Application Number:	11521883
Application Number:	10732583
Application Number:	11026460
Application Number:	11026582
Application Number:	11026278
Application Number:	09676538
Application Number:	11029102
Application Number:	11713822
Patent Number:	6153955
Patent Number:	6271884
Patent Number:	6677996
Patent Number:	6587142
Patent Number:	6911640
Patent Number:	7067786

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Patent Number:	7170555
Patent Number:	6838651
Patent Number:	6563363
Patent Number:	6762441
Patent Number:	6909126
Patent Number:	7053458
Patent Number:	7042058
Patent Number:	6838715
Patent Number:	6946635
Patent Number:	7071453
Patent Number:	7112466
Patent Number:	7109535
Patent Number:	6881941
Patent Number:	6765186
Patent Number:	6768149
Patent Number:	6902945
Patent Number:	7064313
Patent Number:	6816196
Patent Number:	6617562
Patent Number:	6639204
Patent Number:	6697111
Patent Number:	6917380
Patent Number:	6750912
Patent Number:	7092029
Patent Number:	6750876
Patent Number:	7009647
Patent Number:	6993210
Patent Number:	7194141
Patent Number:	7127121
Patent Number:	7064779
Patent Number:	7053942
Patent Number:	7039326
Patent Number:	7203379
Patent Number:	6985180
Patent Number:	7199824

Patent Number:	6507364
Patent Number:	6493030
Patent Number:	6535247
Patent Number:	6486522
Patent Number:	6534796
Patent Number:	6441453
Patent Number:	6593607
Patent Number:	6532040
Patent Number:	6498331
Patent Number:	5502299
Patent Number:	7064768
Patent Number:	6836290
Patent Number:	7068316
Patent Number:	7046864
Patent Number:	6958777
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Patent Number:	7334211
Patent Number:	6809767
Patent Number:	6305853
Patent Number:	6774943
Patent Number:	7078791
Patent Number:	7321270
Patent Number:	5929434
Patent Number:	6744032
Patent Number:	6462781
Patent Number:	5932875
Patent Number:	5892540
Patent Number:	5706369

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	043162-0000001
NAME OF SUBMITTER:	DAVID H. JAFFER/REG. NO. 32,243

Total Attachments: 23
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (including the exhibits and schedules hereto, this "Agreement") is made as of June 30, 2008 (the "Effective Date"), by and among Imperium IP Holdings (Cayman), Ltd), a Cayman Islands exempted company with limited liability ("Assignee") and ESS Technology, Inc., a Delaware corporation ("Assignor").

WHEREAS, Assignor is the owner of the entire right, title, and interest in, to, and under the patents and patent applications set forth in Exhibit A attached hereto and made a part hereof (collectively, the "Patents"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to said Patents, and in and to any patents, United States or foreign, to be obtained therefor and thereon; and

NOW THEREFORE, in consideration of $10.00, the assumption of all liabilities and obligations relating to the Patents and the Royalty Amount (which shall be calculated and paid as set forth in Exhibit B hereto), said Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the Patents, applications for Patents, provisional applications, and any and all patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, and reissues and extensions of said Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said Assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this sale and assignment not been made.

AND for the same consideration, said Assignor hereby covenants and agrees to and with said Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said Assignor is the sole and lawful owner of the entire right, title and interest in and to the above-referenced inventions, Patents, and applications for Patents, and that the same are unencumbered and that said Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth; and Assignor further hereby covenants and agrees to indemnify, defend and hold harmless Assignee, any entity controlled, controlled by or under common control with Assignee, and the officers, directors, consultants, employees, successors and permitted assigns of each from and against any third party lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, costs, expenses, including attorney's fees and costs, or other liability arising from any breach of any of the foregoing covenants.

AND for the same consideration, said Assignor hereby covenants and agrees to and with said Assignee, its successors, legal representatives and assigns, that said Assignor will, whenever counsel of the said Assignee, or the counsel of its successors, legal representatives and assigns,

shall advise that any proceeding in connection with said inventions, said Patents, or said applications for Patents, or any proceeding in connection with Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Patents, or any reissue or extension of any Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Patents for said inventions, without charge to said Assignee, its successors, legal representatives and assigns, but at the cost and expense of said Assignee, its successors, legal representatives and assigns.

AND said Assignor hereby requests the Commissioner of Patents to issue said Patents of the United States to said Assignee as the Assignee of said inventions and the Patents to be issued thereon for the sole use and behoof of said Assignee, its successors, legal representatives and assigns.

AND said Assignor hereby agrees that, in the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor. Assignor hereby waives and quitclaims to Assignee any and all claims, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Patents assigned hereunder.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

By: _____

Name: _____

Title: _____

Address:

EXHIBIT A
Patents

Country	App / Patent Type & Status	Title	Docket Number	App. Number (Filing date)	Patent Number (Date of Issue)	Inventors
U.S.	Active Application	**Double Dynamic Range Image**	FF0190250	11/592,416 (11/3/06)		Richard Mann
China	Active Application	**Double Dynamic Range Image**	FF0190250CN			
U.S.	Active Application	CMOS Imager System With Interleaved Readout for Providing an Image With Increased Dynamic Range	FF0190251	11/521,883 (9/15/06)		Richard Mann, et al.
China	Active Application	CMOS Imager System With Interleaved Readout for Providing an Image With Increased Dynamic Range	FF0190251CN	200610143105.8 (10/31/2006)		

U.S.	Active Application	**Adaptive CMOS Pixel Integration in Advanced CMOS (Note: per HB "Device and Method for Image Sensing")**	HB1003-1	10/732,583 (12/10/03)		Richard Mann, Selim Bencuya, Jiafu Luo
U.S.	Active Application	**Method and Apparatus for Controlling Charge Transfer to CMOS Sensors With an Implant by the Transfer Gate**	HB1014-1	11/026,460 (12/30/04)		Zeynep Toros, Richard Mann, Selim Bencuya
Taiwan	Active Application	**Method and Apparatus for Controlling Charge Transfer to CMOS Sensors With an Implant by the Transfer Gate**	HB1014-3	94145317 (12/20/2005)		Zeynep Toros, Richard Mann, Selim Bencuya
U.S.	Active Application	**Method and Apparatus for Controlling Charge Transfer in CMOS Sensors With a Transfer Gate Work Function**	HB1015-1	11/026,582 (12/30/04)		Zeynep Toros, Richard Mann, Selim Bencuya
U.S.	Active Application	**Method and Apparatus for Controlling Charge Transfer in CMOS Sensors With a Graded Transfer Gate Work Function**	HB1016-1	11/026,278 (12/30/04)		Zeynep Toros, Richard Mann, Selim Bencuya

U.S.	Active Application	**Combined Digital Image Cross Talk Correction And Interpolation**	HB1024-1	9/676,538 (9/29/00)		Shahriar Najand
U.S.	Active Application	**Method and Apparatus for Proximate CMOS Pixels**	HB1050-1	11/029,102 (12/30/04)		Zeynep Toros, Richard Mann, Selim Bencuya
U.S.	Active Patent Issuance in Process	**Method and Apparatus for Removing Electrons From CMOS Sensor Photodectectors**	HB1013-2	11/713,822 (3/2/07)		Zeynep Toros, Richard Mann and Selim Bencuya
U.S.	Issued Patent	**Implementing Comprehensive PID Engine With Single Bit Adder**	0190179	9/283,175 (4/01/99)	6,153,955 (11/28/00)	Chong-Hing Cheung, Hua Peng
U.S.	Issued Patent	**Image Flicker Reduction With Fluorescent Lighting**	0190213	9/406,964 (9/28/99)	6,271,884 (8/07/01)	Randall Chung, Magued Bishay, Joshua Pine

U.S.	Issued Patent	**Real Time Camera Exposure Control**	FF0190185	9/295,699 (4/21/99)	6,677,996 (1/13/04)	Randall Chung, Paul Kim, Wei Fung
U.S.	Issued Patent	**Low-Noise Active-Pixel Sensor for Imaging Arrays With High Speed Row Reset**	F0190183	9/164,923 (10/01/98)	6,587,142 (7/01/03)	Lester Kozlowski, David Standley
U.S.	Issued Patent	**Reducing Reset Noise in CMOS Image Sensors**	FF0190101	10/423,681 (4/25/03)	6,911,640 (6/28/05)	Selim Bencuya Richard Mann Hiok-Nam Tay
U.S.	Issued Patent	**Method and System for Resetting Image Sensors**	FF0190101C	11/083,466	7,067,786 (6/27/06)	Selim Bencuya, Richard Mann, Hiok-Nam Tay
U.S.	Issued Patent	**Cross-Talk Adjustment in Electronic Imaging Devices**	FF0190102	10/417,310 (4/15/03)	7,170,555 (1/30/07)	Brent McCleary

U.S.	Issued Patent	**High Sensitivity Snap Shot CMOS Image Sensor**	FF0190103	10/113,545 (3/28/02)	6,838,651 (1/04/05)	Ricard Mann
U.S.	Issued Patent	**Switched Capacitor Comparator Network**	FF0190105	10/004,909 (11/02/01)	6,563,363 (5/13/03)	Hiok-Nam Tay
U.S.	Issued Patent	**Imager Cell With Pinned Transfer Gate**	FF0190107	9/977,444 (10/15/01)	6,762,441 (7/13/04)	James Janesick
U.S.	Issued Patent	**Imager Cell with Pinned Transfer Gate**	FF0190107I	10/057,731 (1/24/02)	6,909,126 (6/21/05)	James Janesick
U.S.	Issued Patent	**Suppressing Radiation Charges From Reaching Dark Signal Sensor**	FF0190108	10/136,413 (4/30/02)	7,053,458 (5/30/06)	Richard Mann, Selim Bencuya

U.S.	Issued Patent	**Image Sensor With Guard Ring for Suppressing Radiation**	FF0190108C	11/031,561 (1/06/05)	7,042,058 (5/09/06)	Richard Mann, Selim Bencuya
U.S.	Issued Patent	**CMOS Image Sensor Arrangement with Reduced Pixel Light Shadowing**	FF0190110	10/425,488 (4/29/03)	6,838,715 (1/04/05)	Selim Bencuya, Richard Mann, Erik Stauber
U.S.	Issued Patent	**System for Improving the Dynamic Range of Solid-State Imaging Devices**	FF0190114	9/679,857 (10/05/00)	6,946,635 (9/20/05)	Joshua Pine
U.S.	Issued Patent	**Solid-State Imaging Devices With Improved Dynamic Range**	FF0190114D	11/158,641 (6/21/05)	7,071,453 (7/04/06)	Joshua Pine
U.S.	Issued Patent	**Semiconductor Device for Isolating a Photodiode to Reduce Junction Leakage and Method of Formation**	FF0190116D	10/293,510 (11/13/02)	7,112,466 (9/26/06)	Richard Mann

U.S.	Issued Patent	**Semiconductor Device for Isolating a Photodiode to Reduce Junction Leakage**	FF0190116DC	11/102,344 (4/08/05)	7,109,535 (09/19/06)	Richard Mann
U.S.	Issued Patent	**Multi-Mode Imager with Pinned Photo Region Photoreceptors**	FF0190117	10/035,405 (11/08/01)	6,881,941 (4/19/05)	James Janesick
U.S.	Issued Patent	**Multi-Mode Imager With Pinned Photo Region Photoreceptors**	FF0190117I	10/135,708 (4/30/02)	6,765,186 (7/20/04)	James Janesick
U.S.	Issued Patent	**Tapered Threshold Reset FET for CMOS Imagers**	FF0190118	9/680,036 (10/05/00)	6,768,149 (7/27/04)	Richard Mann, Lester Kozlowski
U.S.	Issued Patent	**Tapered Threshold Reset FET for CMOS Imagers**	FF0190118D	10/119,982 (4/10/02)	6,902,945 (6/07/05)	Richard Mann, Lester Kozlowski
U.S.	Issued Patent	**Gradual Reset Voltage Reduction for Resetting An Image Sensor**	FF0190118DC	11/061,680 (2/17/05)	7,064,313 (6/20/06)	Richard Mann, Lester Kozlowski

U.S.	Issued Patent	**CMOS Imager with Quantized Correlated Double Sampling**	FF0190119	9/885,433 (6/18/01)	6,816,196 (11/09/04)	Richard Mann
U.S.	Issued Patent	**CMOS Imager With Discharge Path To Suppress Reset Noise**	FF0190120	9/680,037 (10/05/00)	6,617,562 (9/09/03)	Richard Mann
U.S.	Issued Patent	**Solid State Color Imager and Method of Manufacture**	FF0190123	9/900,732 (7/06/01)	6,639,204 (10/28/03)	Richard Mann
U.S.	Issued Patent	**Compact Low-Noise Active Pixel Sensor With Progressive Row Reset**	FF0190124	9/057,423 (8/08/98)	6,697,111 (2/24/04)	Lester Kozlowski, David Standley
U.S.	Issued Patent	**One Time Programmable Solid-State Device**	FF0190126	9/680,041 (10/05/00)	6,917,380 (7/12/05)	Hiok-Nam Tay
U.S.	Issued Patent	**Active-Passive Imager Pixel Array With Small Groups of Pixels Having Short Common Bus Lines**	FF0190127	9/408,919 (9/30/99)	6,750,912 (6/15/04)	William Tennant, Lester Kozlowski, Alfredo Tomasini

U.S.	Issued Patent	**Strobe Lighting System for Digital Images**	FF0190131	9/816,038 (3/22/01)	7,092,029 (8/15/06)	Robert Medwick, Glenn Stark
U.S.	Issued Patent	**Programmable Display Controller**	FF0190133	9/188,996 (11/09/98)	6,750,876 (6/15/04)	Sean Atsatt, William Jacobs
U.S.	Issued Patent	**CMOS Imager Having a JFET Adapted to Detect Photons and Produce an Amplified Electrical Signal**	FF0190135	9/557,454 (4/24/01)	7,009,647 (3/07/06)	Lester J. Kozlowski, Frank Chang, Wu-Jing Ho
U.S.	Issued Patent	**Imaging System Having Adaptive Clocking in Response to Processing State** (Note: Tentative "top tier" application)	FF0190138	9/815,584	6,993,210 (1/31/06)	Joshua Pine
U.S.	Issued Patent	**Image Resolution Conversion Using Pixel Dropping**	FF0190139	10/102,105	7,194,141 (3/20/07)	Yiliang Bao, et al.

U.S.	Issued Patent	**Efficient Implementation of a Noise Removal Filter**	FF0190140	10/102,042 (3/20/02)	7,127,121 (10/24/06)	Shien-Tai Pan
U.S.	Issued Patent	**Imaging System Combining Multiple Still Images for Higher Resolution Image Output**	FF0190142	10/072,345 (10/23/01)	7,064,779 (6/20/06)	Joshua Pine
U.S.	Issued Patent	**Imaging System and Method Applying Transformer Lens and Digital Image Reconstruction**	FF0190144	9/731,640 (12/07/00)	7,053,942 (5/30/06)	Joshua Pine
U.S.	Issued Patent	**Infrared Communication System Utilizing Receiver with Multiple Photo-Sensors**	FF0190145	9/408,198 (9/29/99)	7,039,326 (5/02/06)	Randall Chung

U.S.	Issued Patent	**Digital Image Cross Talk Correction**	FF0190148	9/677,227 (9/29/00)	7,203,379 (4/10/07)	Shahriar Najand
U.S.	Issued Patent	**Intelligent Blemish Control Algorithm and Apparatus**	FF0190160	9/884,284 (6/19/01)	6,985,180 (1/10/06)	Michael Chang, Allen Yeh, Kou-hu Tzou
U.S.	Issued Patent	**Intelligent Blemish Control Algorithm and Apparatus**	FF0190160C	11/212,372 (8/25/05)	7,199,824 (4/3/07)	Michael Chang, Allan Yeh, Kou-Hu Tzou
U.S.	Issued Patent	**Edge-Dependent Interpolation Method for Color Reconstruction in Image Processing Devices**	FF0190180	9/042,142 (3/13/98)	6,507,364 (1/14/03)	Magued Bishay, Randall Chung
U.S.	Issued Patent	**Low-Noise Active Pixel Sensor for Imaging Arrays With Global Reset**	FF0190181	9/057,202 (4/08/98)	6,493,030 (12/10/02)	Lester Kozlowski, David Standley

U.S.	Issued Patent	**Active Pixel Sensor With Capacitorless Correlated Double Sampling**	FF0190184	9/081,541 (5/19/98)	6,535,247 (3/18/03)	Lester Kozlowski, David Standley
U.S.	Issued Patent	**Light Sensing System With High Pixel Fill Factor**	FF0190186	9/407,741 (9/28/99)	6,486,522 (11/26/02)	Magued Bishay, et al.
U.S.	Issued Patent	**Integrated Circuit Optics Assembly Unit**	FF0190188	9/408,810 (9/29/99)	6,534,796 (3/18/03)	Magued Bishay, Randall Chung, et al.
U.S.	Issued Patent	**Clear Coating for Digital and Anolog Imagers**	FF0190189	9/852,525 (5/09/01)	6,441,453 (8/27/02)	Gary Tindle
U.S.	Issued Patent	**Image Sensor With Enhanced Blue Response and Signal Cross-Talk Suppression**	FF0190190	9/408,454 (9/30/99)	6,593,607 (7/15/03)	Biay-Cheng Hseih

U.S.	Issued Patent	**Low-Noise Active-Pixel Sensor for Imaging Arrays With High Speed Row Reset**	FF0190192	9/149,937 (9/09/98)	6,532,040 (3/11/03)	Lester Kozlowski, David Standley
U.S.	Issued Patent	**Method and System for Achieving Uniform Low Dark Current With CMOS Photodiodes**	FF0190214	9/468,696 (12/21/99)	6,498,331 (12/24/02)	Lester Kozlowski, Richard Mann
U.S.	Issued Patent	**Current Ratio Circuit for Multi-Color Imaging**	FF0190217	8/354,348	5,502,299 (3/26/96)	David Standley
U.S.	Issued Patent	**Bad Pixel Correction While Preserving Features**	FF0190221	10/102,410 (3/20/02)	7,064,768 (6/20/06)	Yilliang Bao

U.S.	Issued Patent	**Combined Single-Ended and Differential Signaling Interface**	FF0190225	9/302,090 (4/29/99)	6,836,290 (12/28/04)	Randy Chung, Ferry Gunawan, Dino Trotta
U.S.	Issued Patent	**Selectable Resolution Image Capture System**	FF0190227	9/672,987 (9/29/00)	7,068,316 (6/27/06)	Joshua Pine
U.S.	Issued Patent	**Image System Having an Image Memory Between the Functional Processing Systems**	FF0190229	9/801,401 (3/07/01)	7,046,864 (5/16/06)	Joshua Pine
U.S.	Issued Patent	**Exposure Control in Electromechanical Imaging Devices**	FF0190230	9/676,998 (9/29/00)	6,958,777 (10/25/05)	Joshua Pine
U.S.	Issued Patent	**Self-Calibrating Anti-Blooming Control Circuit for CMOS Image Sensors**	FF0190231	10/975,474	7,381,936 (06/03/2008)	Mehmet Ali Tan Jiafu Luo
U.S.	Issued Patent	**Compact Photosensor Circuit Having Automatic Intensity Range Control**	FF190235	8/469,989 (6/06/95)	5,572,074 (11/05/96)	David Standley

U.S.	Issued Patent	**Multi-Stage Amplifier With Switching Circuitry**	HB1006-1	11/155,296 (6/17/05)	7,199,654 (4/3/07)	Jiafu Luo, Raj Sundararaman, Mehmet Ali Tan
U.S.	Issued Patent	**Method and Apparatus for Varying a CMOS Sensor Control Voltage**	HB1012-1	11/029,103 (12/30/04)	7,323,671 (1/29/2008)	Zeynep Toros, Richard Mann, Selim Bencuya, Sergi Lin, Jiafu Luo
U.S.	Issued Patent	**Method and Apparatus for Removing Electrons From CMOS Sensor Photodectectors**	HB1013-1	11/029,100 (12/30/04)	7,250,665 (7/31/07)	Zeynep Toros, Richard Mann, Selim Bencuya
U.S.	Issued Patent	**Method for Designing a CMOS Sensor**	HB1017-1	11/029,101 (12/30/04)	7,334,211 (2/19/2008)	Zeynep Toros, Richard Mann, Selim Bencuya
U.S.	Issued Patent	**Low-Noise CMOS Active Pixel Sensor for Imaging Arrays with High Speed Global or Row Reset.**	HB1019-1	9/268,913 (3/16/99)	6,809,767 (10/26/04)	Lester Kozlowski, David Standley
U.S.	Issued Patent	**Camera Utilizing Film and Reflective Imager**	HB1022-1	9/409,525 (9/30/99)	6,305,853 (10/23/01)	Magued Bishay, Randall Chung, et al.

U.S.	Issued Patent	**Method and Apparatus for Edge Enhancement In Digital Images**	HB1074-1	9/386,256 (8/31/99)	6,774,943 (8/10/04)	Sophia Wei-Chun Kao, Der-Ren Chu, Ren-Yuh Wang
U.S.	Issued Patent	**Chip On Board Package for Imager**	HB1110-1	9/852,397 (5/09/2001)	7,078,791 (7/18/2006)	
U.S.	Issued Patent	**Current Controlled CMOS Ring Oscillator Circuit** (Previously: CMOS Current-Controlled Oscillator On a Single Chip)	HB1116-1	11/404,443 (4/13/06)	7,321,270 (1/22/08)	Khalid Ouici, Stepan Iliasevitch
U.S.	Issued Patent	**Ultra-Low Noise High Bandwidth Interface Circuit for Single Photon Readout of Photodetectors**	HB1125-1	8/910,342 (8/13/97)	5,929,434 (7/27/99)	Lester Kozlowski, William Kleinhans
U.S.	Issued Patent	**Arrangement of Microlenses In A Solid-State Image Sensor For Improving Signal To Noise Ratio**		9/982,540 (10/17/01)	6,744,032 (6/01/04)	Hiok-Nam Tay

U.S.	Issued Patent	**Foldable Teleconferencing Camera**		9/056,573 (4/07/98)	6,462,781 (10/08/02)	Thomas Arnold
U.S.	Issued Patent	**Single Piece Integrated Package and Optical Lid**		8/888,817 (7/0797)	5,932,875 (8/03/99)	Randall Chung, Robert Mifflin
U.S.	Issued Patent	**Low Noise Amplifier for Passive Pixel CMOS Imager**		8/662,382 (6/13/96)	5,892,540 (4/06/99)	Lester Kozlowski, William Kleinhans
U.S.	Issued Patent	**Base-N Resolution Converter**		8/456,137 (5/31/95)	5,706,369 (1/06/98)	Angela Wang, David Colwell, Dianne Steiger

Exhibit B

Royalty Amount

A. Royalty Amount During the Royalty Period, Assignee shall pay to Assignor the Royalty Amount.

B. Definitions. For purposes of this Exhibit B and this Agreement:

"**Affiliate**" of a specified entity means any other entity that directly or indirectly (through one or more intermediaries) controls or is controlled by or is under common control with the specified entity. For purposes of this definition, control of an entity means the ownership (either direct or indirect) of fifty percent (50%) or more of the voting stock or equity shares of such entity.

"**Eligible Profits**" means (i) the proceeds received by Assignee or any of its Affiliates upon the sale, exclusive license or other transfer of any of the Patents (other than any transfer to an Affiliate of Assignee) and (ii) the Net Profits Assignee or any of its Affiliates receives with respect to the sale or license of any Patent or any product or service incorporating any Patent or any technology covered by one or more Valid Claims of any Patent; *provided, however*, that any such Net Profits shall not be considered Eligible Profits until the date Assignee has received Net Profits equal to the sum of all amounts Assignor spends to maintain, prosecute and defend the Patents plus 25% of such aggregate amount of expenses.

"**Net Profits**" means net profits as determined in accordance with generally accepted accounting principles applied on a consistent basis.

"**Royalty Amount**" means a Royalty equal to 10% of Eligible Profits.

"**Royalty Period**" means the period from the date of this Agreement until the date the last Valid Claim of the Patents ceases to exist.

"**Valid Claim**" means a claim of an issued Patent that has not expired, which has not been held invalid or unenforceable by decision of a court or other governmental agency of competent jurisdiction.

C. Information Rights.

(1) Assignee shall provide Assignor with quarterly statements of amounts expended on the Patents, and on Eligible Profits (excluding for purposes of this Paragraph C the proviso in the definition of Eligible Profits) within 30 days after the end of each such quarter.

(2) Assignor shall have the right, at any time during normal business hours, upon reasonable notice to Assignee, to have its employees, consultants or representatives review, audit, make copies of and otherwise examine all books and records of Assignee relating to the Patents. In addition, Assignee shall make available for questions (either by email, telephone or in person) its employees and consultants having knowledge of or information relating to the Patents.

D. Payment Terms. Royalty payments, if any, shall be due thirty (30) days after the last day of the calendar quarter to which the payment applies, and shall be accompanied by a statement setting forth the Net Profits and underlying support therefor in reasonable detail and providing a calculation of the Royalties, if any, payable for said quarter.

E. Dispute Resolution/Arbitration. Acquirer and Assignor agree to attempt to negotiate a resolution to any dispute with respect to the matters in this Exhibit B, and if not successful, to submit to arbitration any dispute relating to payments under this Exhibit B as provided below.

(1) A representative of Acquirer and a representative of Assignor shall, for a period of not less than 10 business days, attempt to resolve any dispute under this Exhibit B.

(2) Any dispute not resolved as provided in Paragraph D(1) above shall be resolved solely and exclusively by confidential binding arbitration to be governed by JAMS' Commercial Rules of Arbitration (the "JAMS Rules").

(3) The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules.

(4) The arbitrator(s) shall decide on the subject remuneration issue in writing within ten (10) business days following such hearing. The decision of the arbitrators shall be final and binding on the parties and enforceable in any court of competent jurisdiction.

(5) Arbitration shall take place in Santa Clara County, California. Each party shall have the right to be represented by counsel of its choice. The fees and expenses of the arbitrators shall be shared equally by the parties, and any arbitrator shall have the right to award to the any party, the costs and expenses of the other party in connection with such arbitration.