

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Jaldi Semiconductor, Inc.	12/31/2002
RECEIVING PARTY DATA	
Name:	Pixelworks, Inc.
Street Address:	8100 SW Nyberg Road
City:	Tualatin
State/Country:	OREGON
Postal Code:	97062
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6757022
CORRESPONDENCE DATA	
Fax Number:	(503)274-4622
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	503-222-3613
Email:	docketing@techlaw.com
Correspondent Name:	Marger Johnson & McCollom, PC
Address Line 1:	210 SW Morrison Street
Address Line 2:	Suite 400
Address Line 4:	Portland, OREGON 97204
ATTORNEY DOCKET NUMBER:	7293-0066
NAME OF SUBMITTER:	Justin D. Wagner
Total Attachments: 22 source=Asset Purchase Agreement#page1.tif source=Asset Purchase Agreement#page2.tif source=Asset Purchase Agreement#page3.tif source=Asset Purchase Agreement#page4.tif	

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PATENT

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into as of December 31, 2002, by and between Jaldi Semiconductor, Inc. a company organized and now existing under the laws of the Province of Ontario in Canada, ("Seller") and Pixelworks, Inc., a corporation organized and now existing under the laws of the State of Oregon in the United States ("Buyer").

RECITALS

A. Seller is the owner of all right, title, and interest in certain Intangible Assets (the "Assets") identified in Exhibit A to this agreement

B. Subject to the terms and conditions contained in this Agreement, Seller desires to sell to Buyer, and Buyer agrees to purchase from Seller the Assets.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties contained in this Agreement, the parties agree as follows:

1. Purchase and Sale of Certain Intangible Assets

1.1 Purchase and Sale of Assets

Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, at Closing the Assets listed in Exhibit A and all related contracts, agreements and other rights, whether written or oral, listed in Exhibit B.

1.2 Excluded Assets

The Assets shall not include, and Buyer shall not acquire any interest in, the assets of Seller listed on Exhibit C (the "Excluded Assets").

1.3 Permitted Liens

Seller shall convey title to the Assets to Buyer free and clear of all liens, security interests, and encumbrances of any kind or nature, other than those items listed on Exhibit D (the "Permitted Liens").

2. Assumption of Liabilities

2.1 Assumption of Liabilities

Effective as of the Closing Date (as defined below), and in addition to any other liabilities expressly assumed by Buyer under this Agreement, Buyer shall assume responsibility for the performance and satisfaction of all of the executory obligations and liabilities of Seller listed on Exhibit D (the "Assumed Liabilities").

2.2 Excluded Liabilities

Except as expressly provided in this Agreement, Buyer shall not assume or become liable for any obligations, commitments, or liabilities of Seller, whether known or unknown, absolute, contingent, or otherwise, and whether or not related to the Assets, including, without limitation, any employment, business, sales, or use tax relating to Seller's operation of the Business and use and ownership of the Assets prior to the Closing.

3. Purchase Price

3.1 Purchase Price

The purchase price to be paid by Buyer to Seller for the Assets (the "Purchase Price") shall be Six Million, Six Hundred Thousand U.S. Dollars (\$6,600,000.00).

3.2 Payment of Purchase Price

Buyer shall pay the Purchase Price to Seller at Closing in cash or immediately available funds.

3.3 Allocation of Purchase Price

The Purchase Price shall be allocated among the Assets in accordance with the provisions contained in the Internal Revenue Code. The parties agree to be bound by this allocation and to report these items for federal income tax purposes as allocated. The parties agree to execute and deliver Internal Revenue Service Form 8594 ("Asset Acquisition Statement") reflecting this allocation.

3.4 Effect of Allocation

The parties agree to abide by the allocation of the Purchase Price specified in this Agreement, and agree to report the transaction as so allocated for income tax purposes.

4. Closing

4.1 Time and Place of Closing

The closing for the purchase and sale of the Assets (the "Closing") shall be held at the offices of Ater Wynne LLP, 222 SW Columbia Street, Suite 1800, Portland, Oregon 97204 at 10:00 a.m. on March 28, 2003, or at such other time and place as the parties may mutually agree in writing (the "Closing Date"). At Closing, Seller shall transfer and convey title to the Assets to Buyer as provided in this Agreement, subject only to the Permitted Liens.

4.2 Seller's Closing Obligations

At the Closing, Seller shall execute, acknowledge, and deliver, as appropriate, each of the following items:

(a) A duly executed bill of sale (the "Bill of Sale"), in substantially the form attached as Exhibit F and incorporated by reference, conveying all of Seller's right, title, and interest in and to the Assets listed in Exhibits A and B.

(b) A duly executed assignment of contracts (the "Assignment of Contracts") in substantially the form attached as Exhibit G and incorporated by reference, pursuant to which Seller shall assign to Buyer all of its right, title and interest in and to, and Buyer shall accept and assume all of Seller's obligations in respect of, the Contracts.

(c) All other deeds, bills of sale, warranty deeds, assignments, endorsements, licenses, and other good and sufficient instruments and documents of conveyance and transfer as shall be necessary and effective to transfer, convey, and assign to Buyer at the Closing all of Seller's right, title, and interest in and to the Assets, free and clear of any liens or encumbrances other than the Permitted Liens, as required by the terms of this Agreement.

4.3 Buyer's Closing Obligations

At the Closing, Buyer shall execute, acknowledge, and deliver, as appropriate, each of the following items:

(a) The amount of the Purchase Price in cash or immediately available funds, together with any funds as may be necessary to comply with Buyer's obligations regarding the payment of prorations, costs, and expenses under this Agreement.

(b) Executed counterparts of any documents required to be signed by Buyer pursuant to this Agreement, including, but not limited to, the Assignment of Contracts.

(c) All other instruments and documents necessary to consummate the transactions contemplated by this Agreement as follows:

4.4 Expenses of Closing

The expenses of Closing shall be paid as follows:

(a) Seller shall pay all necessary transfer taxes, if any, arising out of the transfer of the Assets, if any.

(b) Except as otherwise expressly provided in this Agreement, all other Closing fees and costs, including, but not limited to, legal fees, accounting fees, consulting fees, and other incidental expenses in connection with the transactions contemplated by this Agreement shall be borne by the party that incurs the expenses.

4.5 Proration of Expenses

Except as otherwise expressly provided in this Agreement, all expenses associated with the Assets being conveyed to Buyer, including, but not limited to, taxes, rent, insurance premiums, and utility charges, shall be apportioned ratably between the parties as of the Closing

Date on the basis of a 30-day month. This obligation to make apportionments shall survive the Closing.

5. Representations and Warranties of Seller

5.1 Seller's Representations and Warranties

Seller makes the following representations and warranties to Buyer, each of which is true and correct as of the date of this Agreement, and will be true and correct as of the Closing Date:

(a) Seller is a corporation, duly organized, validly existing, and in good standing under the laws of Canada and is qualified to transact business in Canada.

(b) Seller has full legal power and authority to enter into and perform this Agreement, and this Agreement constitutes the valid and binding obligation of Seller, enforceable in accordance with its terms.

(c) The execution and delivery of this Agreement does not conflict with, violate, or constitute a default under the terms, conditions, or provisions of any agreement or instrument to which Seller is a party, or any law, judgment, or order of which Seller is aware, and will not result in the creation of any lien, security interest, or encumbrance on any of the Assets.

(d) There are no actions, suits, proceedings, or claims now pending, or, to the best of Seller's knowledge, threatened against Seller or the Assets that would affect Seller's ability to fulfill its obligations under this Agreement or that would impair the value of the Assets.

(e) Seller has, and will have at Closing, good and marketable title to the Assets free and clear of all liens, charges, and encumbrances other than the Permitted Liens.

(f) Seller has provided Buyer with true and correct copies of all Contracts. To Seller's knowledge, all of the Contracts are in full force and effect, have been duly executed by the parties, and neither Seller nor any other party is in default under any Contract.

(g) Seller has provided Buyer with true and correct copies of all documents evidencing Seller's rights in the Intangible Property. To Seller's knowledge, each agreement, instrument, or license with respect to the Intangible Property is in full force and effect, and neither Seller nor any other party is in default under any such agreements.

5.2 Correctness of Representations

No representation or warranty of Seller in this Agreement or any other information furnished by Seller pursuant to this Agreement contains any untrue statement of material fact or fails to state any fact necessary in order to make the statements not misleading in any material respect. All statements, representations, and other information provided by Seller to Buyer shall be true and correct on and as of the Closing Date as though made on that date.

6. Representations and Warranties of Buyer

6.1 Buyer's Representations and Warranties

Buyer makes the following representations and warranties to Seller, each of which is true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date:

(a) Buyer is a corporation,, duly organized, validly existing, and in good standing under the laws of the state of its organization, and is qualified to transact business in the State of Oregon .

(b) Buyer has full legal power and authority to enter into and perform this Agreement, and this Agreement constitutes the valid and binding obligation of Buyer, enforceable in accordance with its terms.

(c) The execution and delivery of this Agreement does not conflict with, violate, or constitute a default under the terms, conditions, or provisions of any agreement or instrument to which Buyer is a party, or any law, judgment, or order of which Buyer is aware, and will not result in the creation of any lien, security interest, or encumbrance on any of the Assets.

(d) There is no action, proceeding, or claim pending, or, to Buyer's knowledge, threatened, against Buyer that would affect Buyer's ability to consummate the transactions contemplated by this Agreement.

(e) No consent, approval, or authorization of or declaration, filing, or registration with any governmental or regulatory authority is required in connection with the execution, delivery, and performance by Buyer of this Agreement or the consummation of the transactions contemplated by the Agreement.

6.2 Correctness of Representations

No representation or warranty of Buyer in this Agreement or any other information furnished by Buyer pursuant to this Agreement contains any untrue statement of material fact or fails to state any fact necessary in order to make the statements not misleading in any material respect. All statements, representations, exhibits, and other information provided by Buyer to Seller shall be true and correct on and as of the Closing Date as though made on that date.

7. Seller's Pre-Closing Obligations

7.1 Maintenance of Property Pending Closing

At all times prior to the Closing Date, Seller shall continue to maintain the Assets and conduct its operation of the Business in the same manner as they have been maintained and operated by Seller prior to the execution of this Agreement.

7.2 Access and Information

Seller shall promptly provide Buyer with all information concerning the Business and the Assets that Buyer may reasonably request, and Buyer and its accountants and other representatives shall have access during normal business hours to all of the Assets and to the books and records of the Business.

7.3 Consents

On or before the Closing Date, Seller, at its expense, shall obtain all necessary consents required to assign Seller's interest in any of the Assets to Buyer as contemplated by this Agreement. In the event Seller is unable to obtain any such consent on or before the Closing Date, Buyer may terminate this Agreement as provided in Article 12.

7.4 Discharge of Liens

All liens, claims, charges, security interests, pledges, assignments, or encumbrances relating to the Assets that are not Permitted Liens shall be satisfied, terminated, and discharged by Seller on or prior to the Closing Date and evidence reasonably satisfactory to Buyer and its counsel of the satisfaction, termination, and discharge shall be delivered to Buyer at or prior to the Closing.

8. Mutual Covenants

8.1 Further Assurances Prior to Closing

Seller and Buyer shall, prior to Closing, execute any and all documents and perform any and all acts reasonably necessary, incidental, or appropriate to effect the transactions contemplated by this Agreement.

8.2 Notification of Changed Circumstances

At any time after the Execution Date and prior to the Closing, if either party becomes aware of any fact or circumstance that would materially change a representation or warranty made under this Agreement, the party with knowledge of those facts shall notify the other in writing as soon as possible after the discovery of the changed circumstances.

8.3 Broker's Fees

Each party represents and warrants that no broker, finder, or any other person or entity has any claim for any brokerage commissions or fees in connection with any of the transactions contemplated by this Agreement. Each party shall indemnify the other against any claim or loss suffered as a result of any claim for brokerage commissions or fees payable, or claimed to be payable, on the basis of any actions in connection with this Agreement.

8.4 Broker's Fees

Each party represents and warrants that no broker, finder, or any other person or entity has any claim for any brokerage commissions or fees in connection with any of the transactions contemplated by this Agreement. Each party shall indemnify the other against any claim or loss suffered as a result of any claim for brokerage commissions or fees payable, or claimed to be payable, on the basis of any actions in connection with this Agreement.

9. Conditions Precedent to Obligations of Buyer

9.1 Buyer's Conditions

The obligation of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction, on or before the Closing Date, of each of the following conditions:

(a) The representations and warranties of Seller set forth in Article 5 shall be true and correct as of the Closing Date.

(b) Seller shall have performed and complied with all of the agreements, covenants, and conditions required of Seller by this Agreement on or before the Closing Date.

(c) No action, suit, or proceeding before any court or any governmental body or authority that would in any way affect the Assets or the ability of the parties to consummate the transactions contemplated by this Agreement shall have been instituted or threatened on or before the Closing Date.

(d) The Assets shall be in substantially the same condition on the Closing Date as on the Execution Date, and there shall be no loss or damage to the property prior to the Closing.

(e) Seller shall have obtained all necessary agreements and consents of any parties required to consummate the transactions contemplated by this Agreement.

(f) Buyer shall have obtained any and all necessary approvals and clearances from the State of Oregon required to consummate the transactions contemplated by this Agreement.

9.2 Failure to Satisfy Buyer's Conditions

Any of Buyer's conditions precedent may be waived in whole or in part by Buyer in writing at any time on or before the Closing Date. In the event all Buyer's conditions precedent have not been waived by Buyer or satisfied in full on or before the Closing Date, Buyer may elect to terminate this Agreement as provided in Article 12.

10. Conditions Precedent to Obligations of Seller

10.1 Seller's Conditions

The obligation of Seller to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction, on or before the Closing Date, of each of the following conditions:

(a) Seller shall have received the amount of the Purchase Price in cash or immediately available funds at Closing.

(b) The representations and warranties of Buyer set forth in Article 6 shall be true and correct as of the Closing Date.

(c) Buyer shall have performed and complied with all of the agreements, covenants, and conditions required of Buyer by this Agreement on or before the Closing Date.

10.2 Failure to Satisfy Seller's Conditions

Any of Seller's conditions precedent may be waived in whole or in part by Seller in writing at any time on or before the Closing Date. In the event all Seller's conditions precedent have not been waived by Seller or satisfied in full on or before the Closing Date, Seller may elect to terminate this Agreement as provided in Article 12.

11. Post-Closing Obligations

11.1 Additional Assurances

Each party agrees to do all acts and things and to make, execute, and deliver such written instruments as shall be reasonably necessary to carry out the terms and provisions of this Agreement. This covenant of further assurances shall survive the Closing.

12. Termination

12.1 Termination

This Agreement may be terminated as follows:

(a) By the mutual consent of Buyer and Seller at any time prior to the Closing.

(b) By Buyer at any time prior to the Closing as expressly provided in this Agreement, or if any condition precedent to Buyer's obligations set forth in Article 9 has not been satisfied in full or previously waived by Buyer in writing, at or prior to the Closing.

(c) By Seller at any time prior to the Closing as expressly provided in this Agreement, or if any condition precedent to Seller's obligations set forth in Article 10 has not been satisfied in full or previously waived by Buyer in writing, at or prior to the Closing.

12.2 Effect of Termination

In the event of the termination of this Agreement pursuant to the provisions of this Article 12, this Agreement shall become void and have no effect, without any liability on the part of any of the parties.

12.3 Remedies Cumulative

The remedies set forth in this Agreement are cumulative and not exclusive of any other legal or equitable remedy otherwise available to any party.

13. Indemnification

13.1 Seller's Indemnification

In addition to any other agreement on the part of Seller to indemnify Buyer set forth in this Agreement, Seller shall indemnify and hold Buyer harmless from and against any and all loss, cost, damage, claim, liability, or expense, including reasonable attorney fees and costs, in any way arising from or related to (a) Seller's ownership or use of the Assets, or Seller's operation of the Business, prior to the Closing Date, (b) the failure or falsity of any representation or warranty of Seller contained in this Agreement, or (c) the failure by Seller to observe or perform any other covenant or agreement to be observed or performed by Seller under this Agreement.

13.2 Buyer's Indemnification

In addition to any other agreement on the part of Buyer to indemnify Seller set forth in this Agreement, Buyer shall indemnify and hold Seller harmless from and against any and all loss, cost, damage, claim, liability, or expense, including reasonable attorney fees and costs, in any way arising from or related to Buyer's ownership or use of the Assets from and after the Closing Date.

13.3 Survival of Indemnities

The mutual agreements to indemnify set forth in this Article 13 shall survive the Closing.

14. General Provisions

14.1 Assignment

The respective rights and obligations of the parties to this Agreement may not be assigned by any party without the prior written consent of the other, which consent may not be unreasonably withheld or delayed.

14.2 Successors and Assigns

The terms and provisions of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

14.3 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, oral and written, between the parties hereto with respect to the subject matter of this Agreement.

14.4 Modification and Waiver

This Agreement may not be amended, modified, or supplemented except by written agreement signed by the party against which the enforcement of the amendment, modification, or supplement is sought. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision. No waiver shall be binding unless executed in writing by the party making the waiver.

14.5 Attorney Fees

If any legal action or other proceeding is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in the action or proceeding, in addition to any other relief to which the prevailing party may be entitled.

14.6 Fees and Expenses

Except as otherwise specifically provided in this Agreement, Seller and Buyer shall pay their own fees and expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

14.7 Notices

All notices, requests, demands, and other communications required by this Agreement shall be in writing and shall be (a) delivered in person or by courier, (b) mailed by first class registered or certified mail, or (c) delivered by facsimile transmission, as follows, or to such other address as a party may designate to the other in writing:

If to Seller: 40 Vogell Road, Unit 26
 Richmond Hill
 Ontario, Canada

If to Buyer: 8100 SW Nyberg Road
 Tualatin, Oregon 97062
 USA
 Attn: Jeff Bouchard

If delivered personally or by courier, the date on which the notice, request, instruction, or document is delivered shall be the date on which the delivery is made, and if delivered by facsimile transmission or mail as aforesaid, the date on which the notice, request, instruction, or document is received shall be the date of delivery.

14.8 Headings

All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement.

14.9 Counterparts

This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one counterpart has been signed by each party and delivered to the other party hereto.

14.10 Time of Essence

Time shall be of the essence with respect to the obligations of the parties to this Agreement.

14.11 Governing Law

This Agreement shall be governed by and construed under the laws of the State of Oregon.

14.12 Severability

In the event any provision of this Agreement is deemed to be invalid, illegal, or unenforceable, all other provisions of the Agreement that are not affected by the invalidity, illegality, or unenforceability shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of this Agreement.

JALDI SEMICONDUCTOR CORPORATION

By: 

Name: Lance Breggair

Title: General Manager

PIXELWORKS, INC.

By: 

Name: Allen H. Alley

Title: PRESIDENT & CEO

LIST OF EXHIBITS

- Exhibit A – List of Intangible Property**
- Exhibit B – List of Contracts**
- Exhibit C – List of Excluded Assets**
- Exhibit D – List of Permitted Liens**
- Exhibit E – List of Assumed Liabilities**
- Exhibit F – Bill of Sale**
- Exhibit G – Assignment of Contracts**

EXHIBIT A

INTANGIBLE PROPERTY

I. DSP algorithms, C-Models and VHDL source code for the following:

A. Image/Video processing technology.

1. Reconfigurable DSP core.
2. Low-angle jaggie reduction
3. Motion adaptive vertical temporal filterin
4. Film detection
5. Adaptive Control
6. Temporal Boost

B. NTSC/PAL/SECAM Color Decoder

1. 2-D comb filter
2. 3-D comb filter
3. Oversampling color processing

II. Source code and ATE final test program for products developed.

III. Patents

Patent Applications:

Title: Method and System for Image Warping

Inventors: Lance Greggain

Initial Canadian Filing Date: Feb. 4, 2000 (withdrawn)

Canadian Filing Date: Oct. 26, 2001 (Application no. 2360295)

USA Filing Date: Oct. 26, 2001 (Application no. 09/984001)

Title: System and Method for Interpolating a Target Image from a Source Image

Inventors: G. F. Wredenhagen, Gary Cheng, Ming Tse

Canadian Filing Date: Aug. 21, 2000 (Application no. 2,316,610)

USA Filing Date: August 15, 2001 (Application no. 09/929,282)

Title: System and Method for Scaling Images

Inventors: G. F. Wredenhagen, Gary Cheng, Lance Greggain, Soo Jang

Canadian Filing Date: Sept. 8, 2000 (Application no. 2,317,870)

USA Filing Date: September 10, 2001 (Application no. 09/948,819)

Title: A System and Method for Detecting a Non-Video Source in Video Signals

Inventors: G. F. Wredenhagen, Gary Cheng, Kevin Ng

Canadian Filing Date: January 12, 2001 (Application no. 2,330,854)

USA Filing Date: Not yet filed (Application no. 2,330,854)

Title: A Method and Apparatus for Motion Adaptive Deinterlacing

Inventors: G. F. Wredenhagen, Gary Cheng, Soo Jang, Lance Greggain.

Canadian Filing Date: April 16, 2001 (Application no. 2,344,615)

USA Filing Date: September 10, 2001 (Application no. 09/948,721)

Title: System and Method for Dynamically Enhanced Colour Space
Inventors: G. F. Wredenhagen, Peter Ang.
Canadian Filing Date: December 21, 2001 (Application no. 2,365,893)
USA Filing Date: Soon to be filed.

Title: System and Method of Scaling Images Using Adaptive Nearest Neighbour
Inventors: G. F. Wredenhagen, Sam Leung, Lance Greggain
Canadian Filing Date: March 27, 2002 (Application no. 2379309)
USA Filing Date: March 27, 2002 (Application no. 10/106060)

Title: System and Method for Reducing Noise in Images
Inventors: G. F. Wredenhagen, Andrew Elias
Canadian Filing Date: May 27, 2002 (Application no. TBD)
USA Filing Date: May 28, 2002 (Application no. TBD)

In progress

Title: A System and Method of Functional Integration for a Reconfigurable Digital Signal Processor for Format Conversion
Inventors: [TBD]
Canadian Filing Date: Not yet filed
USA Filing Date: Not yet filed
Status: Being written

Title: A System and Method for Frame Locking Control Circuit
Inventors: Lance Greggain, Drake Hirasawa, Warren Synnott, Kevin Ng, Ahmad Ahdab, Thomas Nasralla
Canadian Filing Date: Not yet filed
USA Filing Date: Not yet filed
Status: Being written

Envisioned Patents

Title: The TBC: A deterministic approach to time base correction without the use of feedback.
Inventors: Neil Woodall
Canadian Filing Date:
USA Filing Date:
Status: Provision is being written

Title: The SECAM decoder: FM demodulation of a SECAM video signal using zero crossing detection.
Inventors: Neil Woodall
Canadian Filing Date:
USA Filing Date:
Status: Provision is being written

Title: The multi-standard decoder: A DSP approach to multi-standard video decoding.
Inventors: Neil Woodall
Canadian Filing Date:
USA Filing Date:
Status: Provision is being written

Title: The input sampling: Use of Low precision high speed ADCs for studio quality video decoding.

Inventors: Neil Woodall, Finn Wredenhagen

Canadian Filing Date:

USA Filing Date:

Status: Provision is being written

Title: The Comb filter: Multi-standard 2D adaptive decision algorithm based on comparing multiple comb and bandpass Y/C separator results.

Inventors: Neil Woodall

Canadian Filing Date:

USA Filing Date:

Status: Provision is being written

EXHIBIT B
LIST OF CONTRACTS

- A. Cadence
- B. VAutomation
- C. Syntest
- D. Verplex
- E. Model Technologies

EXHIBIT C
EXCLUDED ASSETS

Not Applicable

EXHIBIT D
LIST OF PERMITTED LIENS

Not Applicable

EXHIBIT E
LIST OF ASSUMED LIABILITIES

Not Applicable

EXHIBIT F

BILL OF SALE

For valuable consideration, the receipt of which is acknowledged, Jaldi Semiconductor Corporation ("Seller"), hereby conveys, remises, releases, and quitclaims to Pixelworks, Inc. ("Buyer"), all of Seller's right, title, and interest in and to all that personal property described in Exhibit A.

JALDI SEMICONDUCTOR CORPORATION


By: 
Name: Lance Greggain
Title: General Manager

EXHIBIT G

ASSIGNMENT OF CONTRACTS

This ASSIGNMENT OF CONTRACTS ("Assignment") is made and entered into as of December 31, 2002 (the "Effective Date"), by and between Jaldi Semiconductor Corporation ("Assignor"), and Pixelworks, Inc. ("Assignee").

RECITALS

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement dated December 31, 2002 (the "Agreement"), pursuant to which Assignor is selling to Assignee the Assets more particularly described in the Agreement. Unless otherwise defined in this Agreement, capitalized terms shall have the meanings given to them in the Agreement.

B. Assignor is a party to certain contracts, agreements, equipment leases, warranties, and other rights and agreements (the "Contracts") that are listed on Exhibit A, attached to this Assignment and incorporated by reference.

C. Pursuant to the terms of the Agreement, Assignor desires to assign Assignor's rights, title, and interest in the Contracts to Assignee, and Assignee desires to accept the assignment and assume all of the obligations associated with the Contracts.

NOW, THEREFORE, in consideration of the payment and delivery to Assignor of all monies and instruments to be paid and delivered to Assignor by Assignee pursuant to the terms of the Agreement, the receipt of which Assignor acknowledges, Assignor and Assignee agree as follows:

1. Assignment of Contracts Rights. Assignor assigns and transfers to Assignee all of its right, title, and interest in and to the Contracts as of the Effective Date, subject to, in the case of any Contract that requires consent to assignment, the receipt of the required consent.
2. Acceptance of Assignment and Obligations. Assignee agrees to and accepts the assignment of the Contracts, and assumes and covenants to keep, perform, and fulfill, except as expressly provided in the Agreement, the executory portion of the terms, covenants, conditions, and obligations of each of the Contracts required to be kept, performed, and fulfilled by Assignor under the Contracts from and after the Effective Date.
3. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding on, successors and assigns of the parties.

4. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNOR

By: _____
Name: _____
Title: _____

ASSIGNOR

By: _____
Name: _____
Title: _____