Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Techfarm Ventures Management LLC	10/13/2005

RECEIVING PARTY DATA

Name:	QST Holdings, LLC
Street Address:	2275 East Bayshore Road
Internal Address:	Suite 150
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94303

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11803998

CORRESPONDENCE DATA

Fax Number: (202)585-8080

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

202-585-8000 Phone:

pdthomas@nixonpeabody.com Email:

Correspondent Name: Marc S. Kaufman Address Line 1: 401 9th Street Address Line 2: Ste 900, N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	046301-096100
NAME OF SUBMITTER:	Marc S. Kaufman

Total Attachments: 18

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PATENT

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PATENT ASSIGNMENT AND AGREEMENT

TECHFARM VENTURES MANAGEMENT, LLC, as Collateral Agent for TechFarm Ventures (Q), L.P., TechFarm Ventures, L.P., Sigma Partners 6, L.P., Sigma Associates 6, L.P., Sigma Investors 6, L.P., Selby Venture Partners II, L.P., Emerging Alliance Fund, L.P., and Portview Communications Partners, L.P. (collectively, the "Lenders"), for and in consideration of the sum of Ten Dollars (\$10.00), to us in hand paid by OST Holdings, LLC, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TechFarm Ventures Management, LLC (hereinafter referred to as "TechFarm Ventures Management"), a Delaware Limited Liability Company having a place of business at 200 West Evelyn Avenue, Mountain View, California, 94041 USA, has sold, assigned, transferred and conveyed and does hereby SELL, ASSIGN, TRANSFER and CONVEY, unto QST HOLDINGS, LLC, its successors, assigns and legal representatives (hereinafter referred to as "QST Holdings"), a Delaware Limited Liability Company having a place of business at 200 West Evelyn Avenue, Mountain View, California, 94041 USA, as QST Holdings' exclusive property, the entire right, title, and interest for the United States of America in and to any and all inventions, improvements, Letters Patent and applications for Letters Patent owned, acquired or assigned to TechFarm Ventures Management as Collateral Agent for Lenders under the Certificate of Turnover of Collateral in Full Satisfaction of Obligations dated October 13, 2005, in whole or in part, by operation of law or otherwise, together with the entire right, title and interest in and to any divisions, extensions, continuations, continuations-in-part, reexaminations or reissues thereof, including without limitation of the generality of the foregoing, the entire right, title and interest in and to those patents and patent applications listed on Exhibit A attached hereto and incorporated herein by this reference with the same full force and effect as if set forth in its entirety herein, and any divisions, extensions, continuations, continuations-in-part, reexaminations or reissues thereof, to have and to hold the same to the full end of the term or terms for which any and all Letters Patent may be granted, and also does hereby sell, assign, transfer and convey, any and all existing or accrued causes of action of or relating to said foregoing Letters Patent and applications for Letters Patent, including without limitation of the generality of the foregoing, any and all existing or accrued causes of action for infringement of said foregoing Letters Patent and applications for Letters Patent.

TECHFARM VENTURES MANAGEMENT hereby also sells, assigns, transfers and conveys unto QST HOLDINGS, its successors, assigns and legal representatives, the entire right, title and interest in and to said foregoing Letters Patent and applications for Letters Patent in all countries foreign to the United States of America, including any and all rights under any and all international conventions and treaties in respect of said Letters Patent in foreign countries, and TechFarm Ventures Management further authorizes QST Holdings to apply for or obtain Letters Patent in foreign countries directly in its own name, and to claim priority of the filing date of any applications for said Letters Patent of the United States of America under the provisions of any and all international conventions and treaties.

Page 1 of 3

TECHFARM VENTURES MANAGEMENT hereby authorizes and requests the Commissioner of Patents of the United States of America to issue the said any and all Letters Patent of the United States to OST HOLDINGS as the assignee of the entire right, title and interest in and to the same, and to otherwise issue Letters Patent upon the aforesaid applications, divisions, extensions, continuations, continuations-in-part, reexaminations or reissues, to QST Holdings, for the sole use and benefit of QST Holdings, its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted, the same as they would have been held and enjoyed by TechFarm Ventures Management had this assignment not been made, and TechFarm Ventures Management does hereby authorize and request the equivalent authorities in foreign countries to issue the patents of their respective countries to QST Holdings.

The undersigned represents that he is an authorized agent of TECHFARM VENTURES MANAGEMENT, LLC.

Signed at Mountain View, California,/this

day of August, 2006.

TECHFARM VENTURES MANAGEMENT, LLC

Senior Managing Member

TechFarm Ventures Management, LLC

STATE OF CALIFORNIA COUNTY OF SANTA CLARA

I, State aforesaid, do hereby certify Gordon Campbell, known to me to be the Senior Managing Member of TechFarm Ventures Management, LLC., appeared before me this day in person and acknowledged executing, signing, sealing and delivering the foregoing Patent Assignment and Agreement as the free and voluntary act and deed of TechFarm Ventures Management, LLC, for the uses and purposes set forth therein.

Given under my hand and notarial seal this 31 day of August, 2006.

SEAL

JENNIFER HINNEGAN Commission # 1334721 Notary Public - California 🕏 Santa Clara County My Comm. Expires Nov 17, 2000

My/commission expires: November 17, 2006

CERTIFICATE OF TURNOVER OF COLLATERAL IN FULL SATISFACTION OF OBLIGATIONS

[CALIFORNIA COMMERCIAL CODE § 9620]

On or about June 1, 2004, Quicksilver Technology, Inc. ("Quicksilver" or "Debtor") issued secured promissory notes in the aggregate principal amount of \$1,525,000.00 to TechFarm Ventures (Q), L.P., TechFarm Ventures, L.P., Sigma Partners 6, L.P., Sigma Associates 6, L.P., Sigma Investors 6, L.P., Selby Venture Partners II, L.P., Emerging Alliance Fund, L.P., and Portview Communications Partners, L.P. (collectively, the "Lenders"), pursuant to certain loan documents including Secured Convertible Promissory Notes, a Note Purchase Agreement and a Security Agreement (collectively, the "June Loan Documents").

On or about August 2, 2004 and again on or about November 2, 2004, Debtor issued additional secured promissory notes in subsequent loan closings to certain of the Lenders, in the principal amounts of \$508,000.00 and \$125,000.00 respectively. The principal amount of the notes issued to each of the Lenders is described in Schedule I of the Note Purchase Agreement and in each of the related Secured Convertible Promissory Notes. These documents, together with the June Loan Documents, are hereinafter collectively referred to as the "Loan Documents").

On or about June 1, 2004, Quicksilver together with the Lenders entered into the aforementioned Security Agreement whereby collateral agent TechFarm Ventures Management, LLC ("Collateral Agent"), on behalf of the Lenders, was granted a security interest in certain property of Quicksilver (the "Subject Assets"). A description of the Subject Assets is attached hereto as Exhibit A.

In accordance with the Loan Documents, the amount of Quicksilver's obligations to Lenders includes principal in the amount of \$2,133,000.00. In addition, unpaid interest in an amount of not less than \$165,570.00 has accrued on the outstanding principal balance under the Secured Convertible Promissory Notes (collectively, the "Notes"). In sum, the aggregate of all outstanding principal under the Notes together with accrued and unpaid interest, fees and costs thereon is in an amount of not less than \$2,298,570.00. This amount, together with any and all other amounts that may be due and owing to Lenders pursuant to the Loan Documents shall hereinafter be collectively referred to the "Quicksilver Obligation."

Debtor is in default under each of the Notes for, among other reasons, its failure to make payments when due.

To satisfy the Quicksilver Obligation, Quicksilver has agreed to transfer any and all of its interest in the Secured Assets to the Collateral Agent, except for certain Cash-On-Hand as defined below, and the Lenders, in turn, have agreed to accept the Secured Assets (excepting the Cash-On-Hand being retained by Quicksilver) by and through the Collateral Agent as full satisfaction of the Quicksilver Obligation.

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NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Pursuant to § 9620 of the California Commercial Code, and in full satisfaction of the Quicksilver Obligation, Quicksilver does hereby transfer, assign, license and deliver (collectively, "transfer") to TechFarm Ventures Management, LLC, as Collateral Agent under the Security Agreement, all of the rights, title and interest of Debtor to and in all of the Subject Assets of Debtor except as set forth below, which Subject Assets are described in Exhibit A attached hereto, which is incorporated herein by reference. Notwithstanding the foregoing, Quicksilver shall not transfer, and may retain possession of, pay retainers with, or use in its reasonable judgment for purposes of winding up the company's affairs, certain of the funds it holds in bank accounts in the amount of not more than \$40,000.00 (the "Cash-On-Hand"). The parties acknowledge the Quicksilver Obligation is in an amount of not less than TWO MILLION TWO HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED SEVENTY DOLLARS (\$2,298,570.00).

The term "transfer" shall herein be deemed to include the assignment, licensing and delivery of Subject Assets, which shall further include but not be limited to the licensing of the Collateral Agent to use Subject Assets wherever required.

Any portion of the Cash-On-Hand held by Quicksilver at such time that a wind down and dissolution of the company has been completed, or remaining from retainers paid to counsel, shall be transferred (or caused to be transferred) to Collateral Agent at that time.

AS BETWEEN DEBTOR AND COLLATERAL AGENT, THE SUBJECT ASSETS ARE TRANSFERRED AND LICENSED "AS IS," "WHERE IS," AND "IF IN," WITH ALL FAULTS. EXCEPT AS EXPRESSLY HEREIN PROVIDED, DEBTOR SPECIFICALLY DISCLAIMS ALL WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, POSSESSION, QUIET ENJOYMENT OR TITLE, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, TRADE USAGE OR TRADE PRACTICE.

Debtor acknowledges that it has not relied upon any representations of Collateral Agent or Lenders, except as may specifically be provided herein, in entering into this transfer of Subject Assets. Collateral Agent and Lenders agree that they are accepting the Subject Assets in full satisfaction of the Quicksilver Obligation.

As between Debtor and Collateral Agent, in addition to any other consideration, Collateral Agent shall be liable for costs associated with the transfer of the Subject Assets, including all sales or use taxes, to the extent any may exist or be assessed, and shall hold Debtor harmless from costs relating thereto, if any.

Quicksilver agrees to cooperate with Collateral Agent in completing any documents that, in Collateral Agent's sole opinion, are necessary to give effect to this agreement.

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All aspects of this agreement, including construction, validity and performance of this agreement, shall be governed by, and construed and enforced in accordance with, the laws of the State of California. The parties agree that the state or federal courts in the County of Santa Clara, State of California shall have exclusive jurisdiction with respect to any dispute arising under this agreement.

This agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

This agreement is effective as October 13, 2005.

+1-408-379-8685

QUICKSILVER TECHNOLOGY, INC.

Name: Baran Wans

TECHFARM VENTURES MANAGEMENT, LLC

As Collateral Agent

Name: Gorden Campbell

Title: Senior Managing Member

LENDERS:

TECHPARM VENTURES, L.P.

By: TechFarm Vohtheres Management, LLC

Its: General Fartue

Name: Gordon Campbell

Title: Senior Managing Member

[Signatures are continued on the next page.]

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Page 3 of 15

By: TechFarm Ventures Management, LLC
Its: General Paramer /
X / V / A
By
Name: Gordon Campbell
Title: Senior Managing Member
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By its General Partner:
SIGMA MANAGEMENT 6, L.L.C.
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SIGMA INVESTORS 6, L.P.
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SIGMA PARTNERS 6, L.P.
By its General Partner:
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Title:
SELBY VENTURE PARTNERS II, L.P.
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By: Walley C. M. author
Name: Robert C. Marshall
Title: Managing Partner
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[Signatures are continued on the next page.]

Page 4 of 15

Name: Gordon Campbell
Title: Senior Managing Member
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By its General Partner:
SIGMA MANAGEMENT 6, L.L.C.
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4. 16 1.
By:
Name: LAWRENCE G. FINCH
Title: Mry Director
SELBY VENTURE PARTNERS II, L.P.
DIMBT VINCTORE CITETATION
By:
Name: Robert C. Marshall
Title: Managing Partner
[Signatures are continued on the next page.]
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TECHFARM VENTURES (Q), L.P.

Its: General Partner

By:_

By: TechFarm Ventures Management, LLC

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TECHFARM VENTURES (Q), L.P.
By: TechFarm Ventures Management, LLC
Its: General Partner
By:
Name: Gordon Campbell
Title: Senior Managing Member
• -
SIGMA ASSOCIATES 6, L.P.
By its General Partner:
SIGMA MANAGEMENT 6, L.L.C.
SIGMA INVESTORS 6, L.P.
By its General Partner:
SIGMA MANAGEMENT 6, L.L.C.
SIGMA PARTNERS 6, L.P.
By its General Partner:
SIGMA MANAGEMENT 6, L.L.C.
Ву:
Name:
Title:
SELBY VENTURE PARTNERS II, L.P.
SELBY VENTORE PARTINERS II, D.I.
\mathcal{O}
By: Valentz. Marbull
Name: Robert C. Marshall
Title: Managing Partner
THE Managing Launer
[Signatures are continued on the next page.]
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EMERGING ALLIANCE FUND, L.P.

By: VENTURETECH ALLIANCE, L.L.C.

Its General Partner

Name: Ronald C. Norris Title: Managing Member

PORTVIEW COMMUNICATIONS PARTNERS, L.P.

By:_ Name: Shawna Morehouse and Scott Somerville

Title: Authorized Signatories

For and on Behalf of CIBC Bank and Trust Company (Cayman) Limited in its Capacity as Administrator of Portview Communications Management LLC, the

General Partner of Portview Communications Partners LP

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Page 7 of 15

PATENT

EMERGING ALLIANCE FUND, L.P.

By: VENTURETECH ALLIANCE, L.L.C. Its General Partner

By:__

Name: Ronald C. Norris

Title: Managing Member

PORTVIEW COMMUNICATIONS PARTNERS, L.P.

By:__

Name: Shawna Morchouse and Scott Somerville

Title: Authorized Signatories

For and on Behalf of CIBC Bank and Trust Company (Cayman) Limited in its Capacity as Administrator of Portview Communications Management LLC, the

General Partner of Portview Communications Partners LP

ROMAN GUILFOJLE Administration Ltd.

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EXHIBIT A TO CERTIFICATE OF TURNOVER OF COLLATERAL IN FULL SATISFACTION OF OBLIGATIONS

The Subject Assets are as follows:

All right, title, interest, claims and demands of Company is and to the following property:

- (i) All goods and equipment now owned or hereafter acquired, including, without limitation, all laboratory equipment, computer equipment, office equipment, machinery, fixtures, vehicles, and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;
- (ii) All inventory now owned or hereafter acquired, including, without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of Company's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above, and Company's books relating to any of the foregoing;
- (iii) All contract rights, general intangibles, health care insurance receivables, payment intangibles and commercial tort claims, now owned or hereafter acquired, including, without limitation, all patents, patent rights (and applications and registrations therefor), trademarks and service marks (and applications and registrations therefor), trade names, trade styles, software and computer programs, trade secrets, methods, processes, know how, drawings, specifications, descriptions, and all memorands, notes, and records with respect to any research and development, goodwill, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, computer programs, computer disks, computer tapes, literature, reports, ostalogs, design rights, income tax refunds, payments of insurance and rights to payment of any kind and whether in tangible or intangible form or contained on magnetic media readable by machine together with all such magnetic media;
- (iv) All now existing and hereafter arising accounts, contract rights, royalties, license rights and all other forms of obligations owing to Company arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Company (subject, in each case, to the contractual rights of third parties to require funds received by Company to be expended in a particular manner), whether or not cannot by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reciaimed by Company and Company's books relating to any of the foregoing:
- (v) All documents, cash, deposit accounts, letters of credit, letter of credit rights, supporting obligations, certificates of deposit, instruments, chattel paper, electronic chattel paper, tangible chattel paper and investment property, including, without limitation, all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts and commodity accounts, and all financial assets held in any securities account or otherwise, wherever located, now owned or hereafter acquired and Company's books relating to the foregoing; and

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(vi) Any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof, including, without limitation, insurance, condemnation, requisition or similar payments and the proceeds thereof.

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SCHEDULE A TO SECURITY AGREEMENT

COPYRIGHTS

None

PATENTS

Title	Date Issued	Patent No.
Method and System for Reconfigurable Channel Coding	May 10, 2003	6577678
Adaptive and Reconfigurable Integrated Circuitry for Multimode Rake Reception For Dynamic Search and Multipath Resolution	Sept 9, 2003	6618434
High Performance Memory Rfficient Variable-Length Coding Decoder	July 1, 2003	6587057
Method, System And Language Structure For Programming	May 4, 2004	6732354

PATENT APPLICATIONS

See attached list "Patent Applications Filed"

TRADEMARKS

None

TRADEMARK APPLICATIONS

None

MASK WORKS

None

[LICENSES OF PATENTS, TRADEMARKS, COPYRIGHTS OR MASK WORKS]
(other than non-exclusive licenses to end-users)

See attached list

"Patent Licenses (exclusive)"

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ckSilver Technology, Inc. Patent License Agreements 7/29/2005

Exclusive	Exclusive	Exclusive	Exclusive	Type of Agreement	
5,828,858	5,603,043	5,652,875	5,857,109	Patent Number	•
Wonn-bole Rus-time Reconfigurable Processor Field Programmable Cate Array (FPGA)	System for compiling algorithmic lenguage source code for implementation in programmable hardware.	implementation of a selected instruction set CPU in programmable hardware.	Programmable logic device for real time video processing.	Patent Title	
Signed agreement in place.		A second	Patents assigned to and owned by QuickSilver	Comments/Status	*

Giga Operations, Inc.

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APPLICATIONS FILED WITH USPTO

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30.00	-	\$ 50 PM	10/200 824
	Two Versions of a method for Watermarking Stream Computer Code are described	18-Aug-82	10/223,256
	ening on a	29-Aug-02	10/233,175
SI 913	Method and system for an interconnection hallwork to support construntications among a plurality of hadenormous processing elements	10-Sep-02	10/241,511
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E 2	RETARGETABLE COMPLER FOR MALTPLE AND OFFERENT HARDWARE PLATFORMS	04-Oct-02	10/264,485
85 US	Device Log of explications by type and frequency of usage	10-0ct-02	10/268,872
SJ US	An operating system service to record and called computer/processor resource usage and utilization.	10-Od-02	10/268,434
PRUS	Recording to the Action No.	11-00-02	50/418,019 54/21 54/3
	METHOD AND SYSTEM FOR PROVIDING A DEVICE WHICH CAN BE ADAPTED ON AN	25-0el-02	10/280,496
10		28-0ct-02	80/422,063
200	A Mechanism for Securety Storing AGE Code Off Chip	01-NOV-02	60423.010
i	APPARATUS, METHOD AND SYSTEM FOR DEVELOPING AND SCHEDULING ADAPTIVE RECONFIGURABLE HARDWARE AND SOFTWARE	07-Nov-02	10/289,635
SO BCC	PROFILING DE SOFTIVARE ÁND CIRCUIT DESISNS UTILIZING DATA OPERATION ANALYSES. FOR ADAPTIVE AND RECONFIGURÁBLE COMPUTING	07-Nov-02	10/289,644
T TO US	A method to detect 8 scrambling excles in a group using a single code generator in stage 3 of the occupied WCDMA downlink sondhould from a localitim	14-Nov-02	10/295,632
2-(PUS	A low VO bandwidth method to desed 8 scrambling codes in a group using a single code generator in stage 3 of the 3GPP WODMA downlink exhabitivities and province.	14-Hov-02	10/295,682
3 3 5 5	ARC - NEW MARK	13-10-12	60/428,597
8 8	Method and System For Providing An Excitation-Pattern Resed Audio Coding Soberne RAPTOR PATENTI II. Node: correct instructions / Reside authoratio memory commercions / fixed	10-Jan-03	10/340,080
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SOLAT-	Attensis Nose injustra General Digital Signal Processing Functions For An ACM ALPAPTINE INTEGERATED CIRCULTRY WITH HETEROGENEOUS AND RECOVERSURABLE MATERICES OF INVERSE AND ADAPTIVE COMPUTATIONAL UNITS HAVING FIXED, ADDE MATERICE CONTROL OF ATTIONAL OF REPORTS ADDE MATERIAL CONTROL OF ATTIONAL OF	13-Feb-03 07-Jkar-03	10/387,184
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H CV US	ROVE RUNGING RECORDING THE CONTROL OF THE PROPERTY OF THE PROP	24.5	10/626,83
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Q\$1-119 PR US		SU-450-150	SU 3417 FF 180	OST-100 CV US	30 A3 960-150	STAM CARS	CST-089 CV US		OST-114 US		CST-OBI US	OST-102 US	
QST-119 PR US NEW NODE - DVN - Motion Estimation Node	Mely Ned	PSN - Programmatte Scalar Node (RISC)	Adaptive Computing Silverstration Design Method, System and Software	=	XXXC NODE plus New Aspect of XXIC being incorporated	RBN - Reconfigurable Bit Manipulation Note (originally: Patent for Bit Node, Arithmetic Node)	PSN - Prodramable Scale: Note (RISC)	CONFIGURATION OF AN ADAPTIVE COMPUTING DEVICE	PROGRAMMING LANGUAGE CONSTRUCTS SUPPORTING STATIC AND DYNAMIC	efficient asynchronous FIFO's	System for communication between a lost and a heterogeneous multiprocessor environment using	Control-flow methodologies in ACM	
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