

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Andrew Martin Mallinson	02/19/2009
RECEIVING PARTY DATA	
Name:	ESS Technology, Inc.
Street Address:	48401 Fremont Boulevard
City:	Fremont
State/Country:	CALIFORNIA
Postal Code:	94538
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12350884
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NAME OF SUBMITTER:	Ernest J. Beffel, Jr.
Total Attachments: 2 source=00153584#page1.tif source=00153584#page2.tif	

OP \$40.00 12350884

**SOLE TO CORPORATE
ASSIGNMENT**

WHEREAS, the undersigned,

- (1) Andrew Martin Mallinson
1306 Huckleberry Road
Kelowna BC V1P 1M5
Canada

hereinafter termed "Inventor", has invented certain new and useful improvements in

**METHOD AND APPARATUS FOR DIGITAL TO ANALOG CONVERSION OF DATA
STREAM WITH RANDOM AND LOW-FREQUENCY PERIODIC JITTER**

and has filed a provisional application for a United States patent disclosing and identifying the above invention on 10 December 2008 as Application No. 61/121,516, and has filed a non-provisional application for a United States patent disclosing and identifying the above invention on 8 January 2009 as Application No. 12/350,884, OR is filing such an application herewith, and has executed an oath or declaration of inventorship for such non-provisional application on:

(1) the 19th day of February, 2009.

(hereinafter termed "Applications"); and

WHEREAS, ESS Technology, Inc., a corporation of Delaware, having a place of business at 48401 Fremont Boulevard, Fremont, CA 94538 (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said applications and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Applications and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise, including the right to claim priority from the Applications; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said Applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, the inventors' respective heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee as of the date written below.



Andrew Martin Mallinson

Date: _____

19th Feb 2009