

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	ASSIGNMENT																														
CONVEYING PARTY DATA																															
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>ZiLOG, Inc.</td><td>02/18/2009</td></tr><tr><td>ZiLOG International, Ltd.</td><td>02/18/2009</td></tr></tbody></table>		Name	Execution Date	ZiLOG, Inc.	02/18/2009	ZiLOG International, Ltd.	02/18/2009																								
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<table border="1"><tr><td>Name:</td><td>Maxim Integrated Products, Inc.</td></tr><tr><td>Street Address:</td><td>120 San Gabriel Drive</td></tr><tr><td>City:</td><td>Sunnyvale</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>94086</td></tr></table>		Name:	Maxim Integrated Products, Inc.	Street Address:	120 San Gabriel Drive	City:	Sunnyvale	State/Country:	CALIFORNIA	Postal Code:	94086																				
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PATENT  
REEL: 022892 FRAME: 0099

Application Number:	11139415
Application Number:	12074326
Application Number:	12221279
Application Number:	12217174
Application Number:	11890672
Application Number:	11800304

# CORRESPONDENCE DATA

Fax Number: (650)856-0542

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

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Address Line 4: Palo Alto, CALIFORNIA 94303

ATTORNEY DOCKET NUMBER:	20057-0000
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NAME OF SUBMITTER:	Michael V. North
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## Total Attachments: 26

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## **INTELLECTUAL PROPERTY ASSIGNMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made and entered into as of the closing date of the APA (defined below) (the "Effective Date"), by and between ZiLOG, Inc., a company organized and existing under the laws of the state of Delaware, with its principal place of business at 6800 Santa Teresa Blvd., San Jose, California 95119 and ZiLOG International, Ltd, a company organized under the Laws of the Cayman Islands and wholly-owned subsidiary of ZiLOG, Inc. (collectively referred to herein as "Assignor") and Maxim Integrated Products, Inc., a company organized and existing under the laws of the state of Delaware, with its principal place of business at 120 San Gabriel Dr., Sunnyvale, California 94086 ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the APA.

**WHEREAS**, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "APA"), pursuant to which Assignor has agreed, *inter alia*, to assign to Assignee certain assets relating to the Sale Business (as defined in the APA), including the Intellectual Property (as defined below); and

**WHEREAS**, pursuant to the APA, Assignee wishes to acquire, and Assignor wishes to assign to Assignee, all of Assignor's right, title and interest in and to the Intellectual Property.

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, warranties, covenants and agreements set forth in this Assignment and in the APA, the parties agree as follows:

1. Subject to the terms and conditions of the APA and this Assignment, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee all right, title and interest in and to the Sale Business Intellectual Property included in the P1 Transferred Assets (the "Intellectual Property"), including:

(a) the patents and patent applications (respectively issued or filed throughout the world) listed on Attachment A-1 to the Patent Assignment attached hereto as Exhibit A, and any continuations, divisionals, continuations-in-part, provisionals and other applications that claim priority from any of such patents and patent applications and any patents issuing on any of the foregoing, and any reissues, reexaminations, substitutions, renewals and extensions of any of the foregoing, and all rights, claims and privileges pertaining to any of the foregoing, including, without limitation, rights to the underlying inventions, the right to prosecute and maintain such patents and patent applications, and the right to sue and recover damages for past, present and future infringement of any of such patents (subject to the Mutual Release by and between Assignee and Purchaser 2, dated as of the date hereof (the "Release"));

(b) the trademarks, service marks, trade names, trade dress, logos, corporate names and other source or business identifiers (registered and unregistered, whether in word mark, stylized or design format) throughout the world listed on Attachment B-1 to the Trademark Assignment attached hereto as Exhibit B, and any applications, registrations, renewals and extensions of any of the foregoing, together with the goodwill associated with and symbolized by

any of the foregoing, and all rights, claims and privileges pertaining to any of the foregoing, including, without limitation, the right to prosecute and maintain registrations and applications for any of the foregoing, and the right to sue and recover damages for past, present and future infringement of any of the foregoing;

(c) the copyrights (registered and unregistered) and works of authorship included in the Intellectual Property, and any applications, registrations, renewals, extensions and reversions of any of the foregoing, and all rights, claims and privileges pertaining to any of the foregoing, including, without limitation, the right to prosecute and maintain registrations and applications for any of the foregoing, and the right to sue and recover damages for past, present and future infringement of any of the foregoing; and

(d) the mask works and mask sets listed on Attachment C-1 to the Mask Work Assignment attached hereto as Exhibit C, and any applications, registrations, renewals and extensions of any of the foregoing, and all rights, claims and privileges pertaining to any of the foregoing, including, without limitation, the right to prosecute and maintain registrations and applications for any of the foregoing, and the right to sue and recover damages for past, present and future infringement of any of the foregoing.

2. Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments and assignments, and to perform any other reasonable acts Assignee may require, in order to vest all of Assignor's right, title and interest in and to the Intellectual Property in Assignee, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office (as applicable) and, with respect to any foreign rights included in the Intellectual Property, with any other applicable foreign or international office or registrar.

3. Any assignment of copyright under this Assignment includes all rights of paternity, attribution, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively, "Moral Rights"). To the extent Moral Rights cannot be transferred or assigned under Applicable Law and to the extent allowed by Applicable Law, Assignor hereby waives all Moral Rights with respect to all copyrights and copyrightable works included in the Intellectual Property, and all uses thereof, and consents to any action of Assignee that would violate such Moral Rights in the absence of such waiver or consent.

4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. If any term, provision, covenant or restriction of this Assignment is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

6. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. To the extent any provision herein is inconsistent with the APA, the provisions of this Assignment shall control.

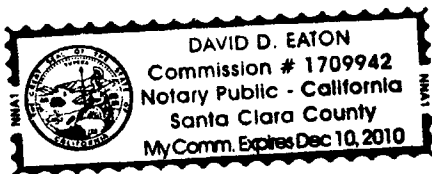
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STATE OF CA )  
COUNTY OF SANTA CLARA ) ss.

On this 18<sup>th</sup> FEBRUARY, 2009, before me, DAVID D. EATON NOTARY PUBLIC  
Date Name and Title of the Notary  
personally appeared PERRY GRACE  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

STATE OF )  
COUNTY OF ) ss.

On this \_\_\_\_\_, 2009, before me, \_\_\_\_\_  
Date Name and Title of the Notary  
personally appeared \_\_\_\_\_  
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WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

[SIGNATURE PAGE TO THE ASSIGNMENT AGREEMENT (MAXIM)]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 18<sup>th</sup> day of February, 2009.

Zilog, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ZiLOG International Ltd.

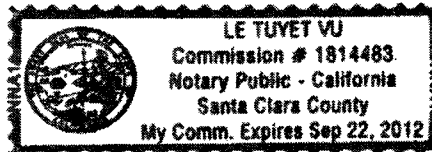
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this February 18, 2009, before me, Lo Tuyet Vu  
personally appeared Mark Casper  
Date Name and Title of the Notary



Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature] 2/18/2009  
Signature of Notary Public

[SIGNATURE PAGE TO THE ASSIGNMENT AGREEMENT (MAXIM)]

STATE OF )  
COUNTY OF ) ss.

On this \_\_\_\_\_, 2009, before me, \_\_\_\_\_  
Date Name and Title of the Notary  
personally appeared \_\_\_\_\_

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WITNESS my hand and official seal.

Signature of Notary Public

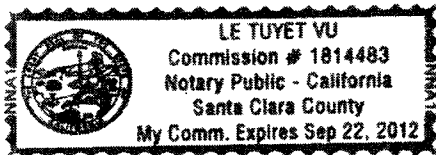
STATE OF )  
COUNTY OF ) ss.

On this February 18, 2009, before me, Le Tuyet Vu  
Date Name and Title of the Notary  
personally appeared Mark Casper

Name(s) of Signer(s)

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WITNESS my hand and official seal.

Signature of Notary Public

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 18 day of FEBRUARY, 2009.

Zilog, Inc.

By: [Signature]

Name: DARIN G. BILLERBEK

Title: PRESIDENT & CEO

Maxim Integrated Products, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ZiLOG International Ltd.

By: [Signature]

Name: PERRY J. GRACE

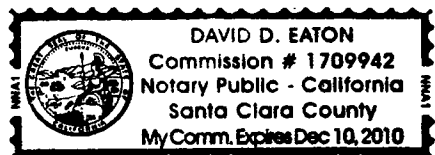
Title: CFO & EXEC VP

STATE OF CA )  
COUNTY OF SANTA CLARA ) ss.

On this 18<sup>th</sup> FEBRUARY, 2009, before me, DAVID D. EATON NOTARY PUBLIC  
Date Name and Title of the Notary  
personally appeared DARIN G. BILLERBEK  
Name(s) of Signer(s)

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WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

[SIGNATURE PAGE TO THE ASSIGNMENT AGREEMENT (MAXIM)]

PATENT  
REEL: 022892 FRAME: 0107

**PATENT ASSIGNMENT**

THIS PATENT ASSIGNMENT ("Patent Assignment") is made and entered into as of February 18, 2009 (the "Effective Date"), by and between ZiLOG, Inc., a company organized and existing under the laws of the state of Delaware, with its principal place of business at 6800 Santa Teresa Blvd., San Jose, California 95119 and ZiLOG International, Ltd, a company organized under the Laws of the Cayman Islands and wholly-owned subsidiary of ZiLOG, Inc. (collectively referred to herein as "Assignor"), and Maxim Integrated Products, Inc., a company organized and existing under the laws of the state of Delaware, with its principal place of business at 120 San Gabriel Dr., Sunnyvale, California 94086 ("Assignee").

**WHEREAS**, Assignor and Assignee have entered into an Intellectual Property Assignment, dated as of the date hereof, pursuant to which Assignor has agreed to assign to Assignee the Patents (as defined below).

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, warranties, covenants and agreements set forth in this Patent Assignment and in the Intellectual Property Assignment, the parties agree as follows:

1. Patents.

"Patents" means the patents and patent applications listed on Attachment A-1 hereto, and any continuations, divisionals, continuations-in-part, provisionals and other applications that claim priority from any of such patents and patent applications and any patents issuing on any of the foregoing, and any reissues, reexaminations, substitutions, renewals and extensions of any of the foregoing.

2. Assignment.

Assignor hereby assigns, transfers and conveys to Assignee all of its rights, title and interest in and to the Patents, and all rights, claims and privileges pertaining to the Patents, including, without limitation, rights to the underlying inventions, the right to prosecute and maintain the Patents, and the right to sue and recover damages for past, present and future infringement of any of the Patents (subject to the Release (as defined in the Intellectual Property Assignment)).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 18 day of FEBRUARY, 2009.

Zilog, Inc.

Maxim Integrated Products, Inc.

By: [Signature]

By: \_\_\_\_\_

Name: DARIN G. BILLERBECK

Name: \_\_\_\_\_

Title: PRESIDENT & CEO

Title: \_\_\_\_\_

ZiLOG International Ltd.

By: [Signature]

Name: PERRY J. GRACE

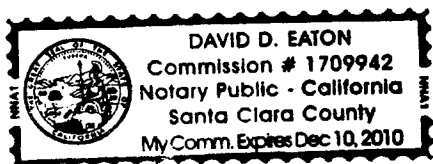
Title: \_\_\_\_\_

STATE OF CA )  
COUNTY OF SANTA CLARA ) ss.

On this 18<sup>th</sup> FEBRUARY, 2009, before me, DAVID D. EATON, NOTARY PUBLIC  
Date Name and Title of the Notary  
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

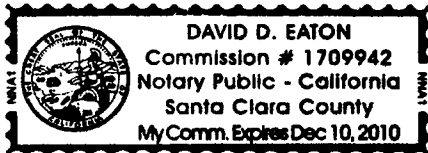
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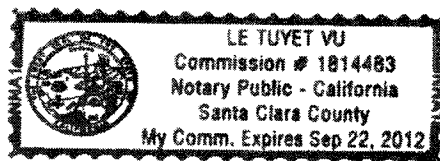
ZiLOG International Ltd.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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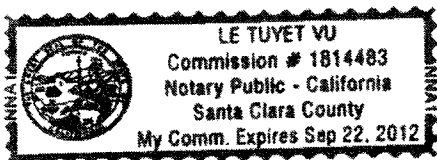
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WITNESS my hand and official seal.

[Signature] 2/18/09  
Signature of Notary Public

[SIGNATURE PAGE TO THE PATENT ASSIGNMENT (MAXIM)]

**Attachment A-1****Patents****Issued Patents**

<b>Number</b>	<b>Patent Title</b>	<b>Publication Date</b>
US7343496	Secure transaction microcontroller with secure boot loader	3/11/2008
US7269710	Program memory space expansion for particular processor instructions	9/11/2007
US6849510	Non-oxidizing spacer densification method for manufacturing semiconductor devices	2/1/2005
US6573141	In-situ etch and pre-clean for high quality thin oxides	6/3/2003

**Patent Applications**

<b>Docket Number</b>	<b>App. Number</b>	<b>Filing Date</b>	<b>Patent Application Title</b>	<b>Country</b>
ZILG828	12/231,379	8/29/2008	Mobile Personal Point of Sale Terminal	USA
ZILG775	12/221,289	7/31/2008	Secure Processor for Extreme Outdoor Temperature Conditions	USA
ZILG759	12/156,290	5/30/2008	Integrated Circuit Package Having Surface-Mount Blocking Elements	USA
ZILG748	11/897,569	8/31/2007	Secure Package with Anti-Tamper Peripheral Guard Ring	USA
ZILG742-1P-PCT	PCT/US07/17755	8/10/2007	Package on Package Secure Module Having BGA Mesh Cap	PCT
ZILG742-1P	11/800,175	5/3/2007	Package on Package Secure Module Having BGA Mesh Cap	USA
ZILG742	11/786,871	4/13/2007	Package on Package Secure Module Having Anti Tamper Mesh in the Substrate of the Upper Package	USA
ZILG714	11/881,269	7/26/2007	Overwriting Memory Cells Using Low Instantaneous Current	USA
ZILG684	11/731,423	3/30/2007	Intrusion Detection Using A Conductive Material	USA
ZILG612 1D	11/139,418	5/28/2005	Point of Sale Terminal Improvements; former title: Secure SRAM With Fast Bulk Erase	USA
ZILG612 2D	11/139,415	5/28/2005	Point of Sale Terminal Improvements; former title: Secure SRAM With Fast Bulk Erase	USA

<b>Docket Number</b>	<b>App. Number</b>	<b>Filing Date</b>	<b>Patent Application Title</b>	<b>Country</b>
ZILG585-1C	12/074,326	3/3/2008	Secure Transaction Microcontroller with Tamper Control Circuitry	USA
ZILG784	12/221,279	7/31/2008	Secure Keypad Scanning	USA
ZILG779	12/217,174	7/1/2008	Encrypting an Address-Dependent Value Along With Code to Prevent Execution or Use of Moved Code	USA
ZILG745	11/890,672	8/7/2007	Power Conservation in an Intrusion Detection System	USA
ZILG674	11/800,304	5/3/2007	Preventing Access to Stub Traces on an Integrated Circuit Package	USA

WIPO Publication

<b>Publication Number</b>	<b>WIPO Publication Title</b>	<b>Publication Date</b>
WO2008127267A1	PACKAGE-ON-PACKAGE SECURE MODULE HAVING BGA MESH CAP	10/23/2008



**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Trademark Assignment") is made and entered into as of February 18, 2009 (the "Effective Date"), by and between ZiLOG, Inc., a company organized and existing under the laws of the state of Delaware, with its principal place of business at 6800 Santa Teresa Blvd., San Jose, California 95119 and ZiLOG International, Ltd, a company organized under the Laws of the Cayman Islands and wholly-owned subsidiary of ZiLOG, Inc. (collectively referred to herein as "Assignor"), and Maxim Integrated Products, Inc., a company organized and existing under the laws of the state of Delaware, with its principal place of business at 120 San Gabriel Dr., Sunnyvale, California 94086 ("Assignee").

**WHEREAS**, Assignor and Assignee have entered into an Intellectual Property Assignment, dated as of the date hereof, pursuant to which Assignor has agreed to assign to Assignee the Marks (as defined below).

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, warranties, covenants and agreements set forth in this Trademark Assignment and in the Intellectual Property Assignment, the parties agree as follows:

1. Marks.

"Marks" means the trademarks, service marks, trade names, trade dress, logos, corporate names and other source or business identifiers, in word mark, stylized or design format, that are the subject of the registrations and applications listed on Attachment B-1 hereto.

2. Assignment.

Assignor hereby assigns, transfers, sells and conveys to Assignee all of its rights, title and interest throughout the world in and to the Marks, and the registrations and applications relating thereto, together with the goodwill associated with and symbolized by the Marks, and all rights, claims and privileges pertaining to the Marks, including, without limitation, the right to prosecute and maintain registrations and applications for any of the Marks, and the right to sue and recover damages for past, present and future infringement of any of the Marks.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 18 day of FEBRUARY, 2009.

Zilog, Inc.

Maxim Integrated Products, Inc.

By: [Signature]

By: \_\_\_\_\_

Name: DARIN G. BILLERBECK

Name: \_\_\_\_\_

Title: PRESIDENT & CEO

Title: \_\_\_\_\_

ZiLOG International Ltd.

By: [Signature]

Name: PERRY J. EMALL

Title: CFO, EXEC VP

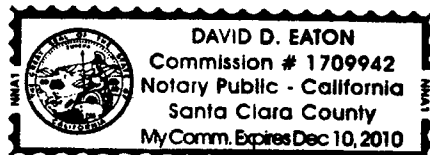
STATE OF CA )  
COUNTY OF SANTA CLARA ) ss.

On this 18<sup>th</sup> FEBRUARY, 2009, before me, DAVID D. EATON  
Date Name and Title of the Notary

personally appeared DARIN G. BILLERBECK  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

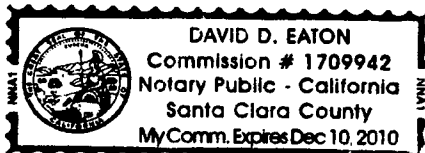
[SIGNATURE PAGE TO THE TRADEMARK ASSIGNMENT (MAXIM)]

STATE OF CA )  
COUNTY OF SANTA CLARA ) ss.

On this 18<sup>th</sup> FEBRUARY, 2009, before me, DAVID D. EATON, NOTARY PUBLIC  
Date Name and Title of the Notary  
personally appeared PERRY J. GRACE  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

STATE OF )  
COUNTY OF ) ss.

On this \_\_\_\_\_, 2009, before me, \_\_\_\_\_  
Date Name and Title of the Notary  
personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

[SIGNATURE PAGE TO THE TRADEMARK ASSIGNMENT (MAXIM)]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 18th day of February, 2009.

Zilog, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ZiLOG International Ltd.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

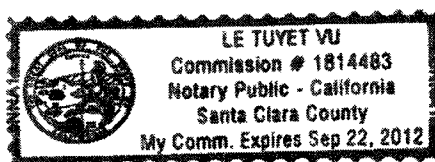
STATE OF )  
COUNTY OF ) ss.

Maxim Integrated Products, Inc.

By: Mark Casper

Name: MARK CASPER

Title: Associate General Counsel, Secretary



On this February 18, 2009, before me, Le Tuyet Vu  
Date Name and Title of the Notary  
personally appeared Mark Casper

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature] 2/18/2009  
Signature of Notary Public

STATE OF )  
COUNTY OF ) ss.

On this \_\_\_\_\_, 2009, before me, \_\_\_\_\_  
Date Name and Title of the Notary  
personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

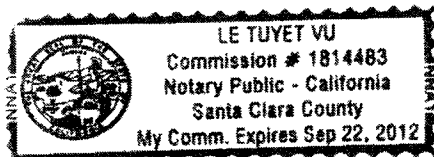
STATE OF )  
COUNTY OF ) ss.

On this February 19, 2009, before me, Le Tuyet Vu  
Date Name and Title of the Notary  
personally appeared Mark Cuiper  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



\_\_\_\_\_  
Signature of Notary Public

[SIGNATURE PAGE TO THE TRADEMARK ASSIGNMENT (MAXIM)]

**Attachment B-1**

**Marks**

Serial Number	Registration Number	Mark	Countries
77238964	3489876	ZATARA	USA

**MASK WORK ASSIGNMENT**

THIS MASK WORK ASSIGNMENT ("Mask Work Assignment") is made and entered into as of February 18, 2009 (the "Effective Date"), by and between ZiLOG, Inc., a company organized and existing under the laws of the state of Delaware, with its principal place of business at 6800 Santa Teresa Blvd., San Jose, California 95119 and ZiLOG International, Ltd, a company organized under the Laws of the Cayman Islands and wholly-owned subsidiary of ZiLOG, Inc. (collectively referred to herein as "Assignor"), and Maxim Integrated Products, Inc., a company organized and existing under the laws of the state of Delaware, with its principal place of business at 120 San Gabriel Dr., Sunnyvale, California 94086 ("Assignee").

**WHEREAS**, Assignor and Assignee have entered into an Intellectual Property Assignment, dated as of the date hereof, pursuant to which Assignor has agreed to assign to Assignee the Mask Works (as defined below).

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, warranties, covenants and agreements set forth in this Mask Work Assignment and in the Intellectual Property Assignment, the parties agree as follows:

1. Mask Works.

"Mask Works" means the mask works that are the subject of the registrations and applications listed on Attachment C-1 hereto.

2. Assignment.

Assignor hereby assigns, transfers, sells and conveys to Assignee all of its rights, title and interest throughout the world in and to the Mask Works, and the registrations and applications relating thereto, and all rights, claims and privileges pertaining to the Mask Works, including, without limitation, the right to prosecute and maintain registrations and applications for any of the Mask Works, and the right to sue and recover damages for past, present and future infringement of any of the Mask Works.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Mask Work Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 18 day of FEBRUARY, 2009.

Zilog, Inc.

Maxim Integrated Products, Inc.

By: [Signature]

By: \_\_\_\_\_

Name: DARIN G. BILLERBECK

Name: \_\_\_\_\_

Title: PRESIDENT & CEO

Title: \_\_\_\_\_

ZiLOG International Ltd.

By: [Signature]

Name: PERRY J. GRACE

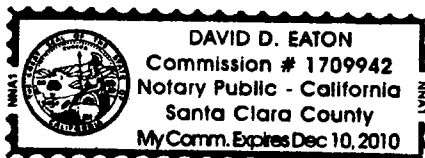
Title: CEO, EXEC VP

STATE OF CA )  
COUNTY OF SANTA CLARA ) ss.

On this 18<sup>th</sup> FEBRUARY, 2009, before me, DAVID D. EATON NOTARY PUBLIC  
Date Name and Title of the Notary  
personally appeared DARIN G. BILLERBECK  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

[SIGNATURE PAGE TO THE MASK WORK ASSIGNMENT (MAXIM)]

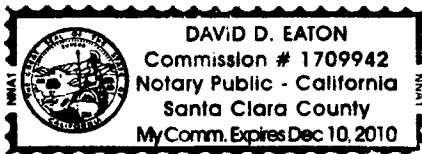


STATE OF CA )  
COUNTY OF SANTA CLARA ) ss.

On this 18<sup>th</sup> FEBRUARY, 2009, before me, DAVID D. EATON NOTARY PUBLIC  
Date Name and Title of the Notary  
personally appeared PERRY J. GRACE  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

STATE OF )  
COUNTY OF ) ss.

On this \_\_\_\_\_, 2009, before me, \_\_\_\_\_  
Date Name and Title of the Notary  
personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

[SIGNATURE PAGE TO THE MASK WORK ASSIGNMENT (MAXIM)]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Mask Work Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 18<sup>th</sup> day of February, 2009.

Zilog, Inc.

Maxim Integrated Products, Inc.

By: \_\_\_\_\_

By: Mark Cooper

Name: \_\_\_\_\_

Name: Mark Cooper

Title: \_\_\_\_\_

Title: Associate General Counsel, Secretary

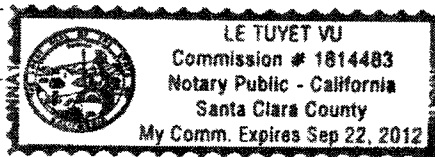
ZiLOG International Ltd.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF )  
COUNTY OF ) ss.



On this February 18, 2009, before me, Le Tuyet Vu  
Date Name and Title of the Notary  
personally appeared Mark Cooper  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Le Tuyet Vu 2/18/2009  
Signature of Notary Public

[SIGNATURE PAGE TO THE MASK WORK ASSIGNMENT (MAXIM)]

STATE OF )  
COUNTY OF ) ss.

On this \_\_\_\_\_, 2009, before me, \_\_\_\_\_  
Date Name and Title of the Notary  
personally appeared \_\_\_\_\_

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

STATE OF )  
COUNTY OF ) ss.

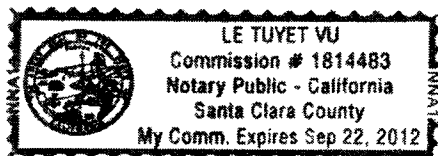
On this February 18, 2009, before me, Le Tuyet Vu  
Date Name and Title of the Notary  
personally appeared Mark Capper

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



\_\_\_\_\_  
Signature of Notary Public

[SIGNATURE PAGE TO THE MASK WORK ASSIGNMENT (MAXIM)]

**Attachment C-1**

**Mask Works**

Full Title of Copyright/Mask Work	Copyright Number
Z86L73A for 86L73 devices.	MW0000013300
Z86L73B for 86L73 devices.	MW0000013356
Z86L88B for 86L88 devices.	MW0000013503
Z86L88DE for 86L88 devices.	MW0000014318
Z86L88FA for 86L88 devices.	MW0000015529
Z86L88GB for 86L88 devices.	MW0000016472
Z86L98BA for 86L98 devices.	MW0000015363
Z86L98CB for 86L98 devices.	MW0000016459
Z86L99DC for 86L99 devices.	MW0000016704
ZLR16300AC for LR16300 devices.	MW0000017164
ZLR32300AC for LR32300 devices.	MW0000017166