

# PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Marvell International Technology Ltd.	06/05/2009
RECEIVING PARTY DATA	
Name:	Avago Technologies Enterprise IP (Singapore) Pte. Ltd.
Street Address:	No. 1 Yishun Avenue 7
City:	Singapore
State/Country:	SINGAPORE
Postal Code:	768923
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11599237
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ATTORNEY DOCKET NUMBER:	10060279-01
NAME OF SUBMITTER:	Kathy Manke
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

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**PATENT**  
**REEL: 023105 FRAME: 0625**

## **PATENT ASSIGNMENT AND COVENANT AGREEMENT**

This Patent Assignment and Covenant Agreement (this "Agreement") is made as of June 5, 2009 (the "Effective Date") by and between **AVAGO TECHNOLOGIES ENTERPRISE IP (SINGAPORE) PTE. LTD.**, with offices at No. 1 Yishun Avenue 7 Singapore 768923 (Company Registration No. 200512336N) a company incorporated under the laws of Singapore ("Avago") AND **MARVELL INTERNATIONAL TECHNOLOGY LTD.**, a Bermuda corporation ("Marvell").

### **RECITALS**

WHEREAS, Marvell acquired, amongst other things, a set of patents and patent applications pursuant to Marvell's acquisition of Avago's affiliated imaging business, "AVAGO TECHNOLOGIES IMAGING IP (SINGAPORE) PTE. LTD." ("Imaging");

WHEREAS, the Patent Application (defined herein) was unintentionally included in the set of patents and patent applications assigned to Imaging, through no fault or deceptive intent of Imaging or Marvell or any agent or employee thereof;

WHEREAS, Imaging has been liquidated and transferred all its assets including the Patent Application to Marvell;

WHEREAS, Avago desires to re-acquire from Marvell the Patent Application and any and all Marvell rights related thereto;

WHEREAS, Marvell desires to assign, and Avago desires to accept, any and all Marvell rights in and to the Patent Application; and

WHEREAS, a signatory is not available for Imaging, which is or will become, dissolved;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Marvell and Avago agree as follows:

### **DEFINITION**

1. "Patent Application" shall mean US Patent Application number 11/599,237 entitled "Variable Delay Element," invented by Michael Martin Farmer and published on May 15, 2008 as US Publication number 2008/0111608 and shall further include all patents, continuations, continuations-in-part, divisionals, re-examinations, reissues, extensions, and foreign filings derived therefrom.

### **ASSIGNMENT**

2. Marvell forever conveys and irrevocably quit claims to Avago, its successors and assigns, the patent right in the Patent Application, together with all title, rights and interest (including any and all after acquired title, rights and interest and further including any right to sue and collect past and future damages) of Marvell in such patent right, the same to be held by Avago for Avago's own use and enjoyment, and for the use and enjoyment of Avago's successors, assigns and other legal representatives, to the full end term for which any patents are granted, as fully and entirely as the same would have been held and enjoyed by Marvell if this Agreement had not been made.

3. Marvell authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Avago and/or its successors, assigns and other legal representatives in accordance with the terms of this Agreement.

#### COVENANT NOT TO SUE

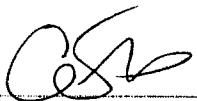
4. Avago forever covenants not to sue (and Avago shall ensure any and all assignees of any or all such Patent Application rights covenant not to sue) Marvell and its affiliates (an affiliate meaning a corporation or other entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a party hereto (with "control" meaning ownership of more than fifty percent (50%) of the voting stock of the entity or, in the case of a non-corporate entity, an equivalent interest)) (or its assignees) for its use, manufacture, sale, offer for sale, or importation of products or services that infringe, directly or through inducement, any claim or right of the Patent Application.

#### WARRANTY

5. Each party warrants that it has the right to enter into this Agreement. **NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY RIGHTS, TITLE, OR INTEREST EXCHANGED UNDER THIS AGREEMENT ARE PROVIDED "AS IS".**

For Marvell:

By



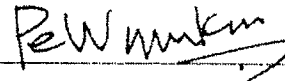
Printed Name CAROL FEATHERS

Title GENERAL MANAGER

Dated 14 August 2009

For Avago:

By



Printed Name Pe-Wynn Kin

Title Corporate Secretary

Dated 4 AUGUST 2009

**REVIEWED**



MARVELL SEMICONDUCTOR, INC.  
LEGAL DEPARTMENT