

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RapidMind Inc.	08/17/2009
RECEIVING PARTY DATA	
Name:	Intel Corporation
Street Address:	2200 Mission College Boulevard
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95052-8119
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	11739563
Application Number:	11739561
Application Number:	11777716
Application Number:	61020244
Application Number:	61057561
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	STIKEMAN
NAME OF SUBMITTER:	Gerald E. Worth

CH \$200.00 11739563

Total Attachments: 4

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U.S. PATENT AND PATENT APPLICATION ASSIGNMENT

This U.S. Patent and Patent Application Assignment (this "Assignment") is made as of August 17, 2009 by and among **RapidMind Inc.**, an Ontario corporation ("Assignor"), and **Intel Corporation**, a Delaware corporation ("Assignee").

RECITALS

A. Assignor, Assignee, Intel Of Canada, Ltd./Intel Du Canada, Ltee., a Canadian entity and BDC Capital Inc. have entered into an Asset Purchase Agreement dated as of August 14, 2009 (the "Purchase Agreement"). All capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Assignor desires to assign to the Assignee all of Assignor's right, title and interest in and to the patent and patent applications filed with the United States Patent and Trademark Office and set forth on Exhibit A hereto and in and to the inventions disclosed therein (the "Patent and Patent Applications").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement and the covenants and agreements in this Assignment and to induce the Assignee to consummate the transactions contemplated by the Purchase Agreement, Assignor agrees as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to the Assignee all of Assignor's worldwide right, title and interest in and to the Patent and Patent Applications and any patents that may issue therefrom, including any foreign counterparts, divisions, continuations, or reissues of such patents, the same to be held by Assignee for the Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for Damages by reason of past infringements of the Patent and Patent Applications, along with the right to sue for and collect such Damages for the use and benefit of the Assignee and its successors, assigns and other legal representatives.

2. Assignor hereby 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 the Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

3. Assignor does hereby covenant with the Assignee and the successors and permitted assigns of the Assignee that, from time to time after the date hereof, Assignor will promptly execute and deliver to the Assignee or shall promptly procure the execution and delivery of any and all such instruments of sale, transfer, conveyance, assignment and delivery, consents, assurances, powers of attorney and other instruments as may reasonably be requested

by Assignee in order to vest in the Assignee all of Assignor's right, title and interest in and to the Patents and Patent Applications and carry out the purpose and intent of this Assignment and the Purchase Agreement.

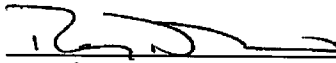
4. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, or any of the obligations and indemnifications of Assignor or the Assignee set forth in the Purchase Agreement. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

5. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, its successors and assigns, and shall be binding upon Assignor and its successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written.

RAPIDMIND INC.

By: 
Name: RAY DE PAUL
Title: PRESIDENT & CEO

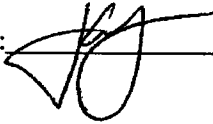
Acknowledgment by Notary Public

I, James Allan Smith, a Notary Public in and for Ontario, do hereby certify that Ray DePaul, personally known to me (or proved to me on the basis of satisfactory evidence) to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified corporation, with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 17th day of August, 2009.

Seal:

Signature:



[Signature Page to the Intel – RapidMind Inc. US Patent Assignments]

EXHIBIT A

Patent Name	Application No.	Jurisdiction	Filing Date
Methods for Type Analysis in Systems for Code Generation	11/739,563	USA	April 24, 2007
Methods and Systems for Using Type Models to Generate an Implementation of a Type	11/739,561	USA	April 24, 2007
Methods and Systems for Optimizing Data Accesses	11/777,716	USA	July 13, 2007
Methods for Indexing and Compression of Time Series Data Based on Hierarchical Non-Uniform Segmentation	Provisional Pat. App. No. 61/020,244	USA	January 10, 2008
Methods and Systems for Automatic Parallelization of a Computer Program Expressed in Low-Level Languages	Provisional Pat. App. No. 61/057,561	USA	May 30, 2008

EXHIBIT A TO THE RAPIDMIND INC. US PATENT AND PATENT APPLICATION ASSIGNMENT

PATENT

RECORDED: 08/31/2009

REEL: 023171 FRAME: 0953