

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Oleksandr KHODORKOVSKY	01/10/2010
RECEIVING PARTY DATA	
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12695863
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ATTORNEY DOCKET NUMBER:	1972.1450001
NAME OF SUBMITTER:	/Theodore A. Wood, Reg No. 52,374/
Total Attachments: 2 source=19721450001ATIASSIGNMENT#page1.tif source=19721450001ATIASSIGNMENT#page2.tif	

OP \$40.00 12695863

PATENT APPLICATION

ASSIGNMENT OF U.S. PATENT APPLICATION

This is an assignment of patent rights between inventor Oleksandr KHODORKOVSKY (hereinafter referred to as "Inventor") and ATI Technologies ULC, having a place of business at One Commerce Valley Drive East, Markham, Ontario L3T 7N6 Canada (hereinafter referred to as "Assignee").

WHEREAS, Inventor has cause to prepare a United States Patent Application in the Inventors' name entitled **Managing Resources to Facilitate Altering the Number of Active Processors**, having application no. To Be Assigned, filed Herewith, having a docket number of 1972.1450001 (hereinafter referred to as the "Invention"); and

WHEREAS, Assignee has a desire to acquire all rights, title, and interest in the Invention.

NOW, THEREFORE, the parties agree as follows:

1. Inventor hereby sells, assigns, and transfers their entire right, title, and interest in the Invention and all patents that may be granted therefrom due to divisions, reissue, substitutions, extensions, continuations, and continuations-in-part to the Assignee.

2. Inventor hereby sells, assigns, and transfers their entire right, title, and interest in any foreign (non-U.S.) national patent application, invention registration, or equivalent (Foreign Applications) claiming approximately the same subject matter of the Invention to the Assignee.

3. The transfer set forth in Paragraph (2) is in consideration for the sum of one U.S. dollar (US\$1) (or its equivalent) and/or other consideration for which both parties acknowledge to be valuable, having been conveyed to the Inventors by the Assignee. Consideration may include at least one of the following: employment, an independent contractor agreement, monetary payment, or other benefit hereby acknowledged as received.

4. Inventor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue the patent for the Invention, and all resulting patents therefrom, insofar as Inventor's interest is concerned, to the Assignee.

5. Inventor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interest in the Assignee.

6. Inventor hereby yet further agrees to, with respect to the referenced patent application, at the expense of the Assignee:

- i) testify in any legal proceedings,
- ii) sign all lawful papers,
- iii) execute all divisional, continuation, continuation-in-part, reissue and substitute applications,

iv) make all lawful oaths, and assist in vesting title in the Assignee and to aid the Assignee to obtain and enforce proper protection for the subject matter of the Invention in all countries, and

v) notify Assignee promptly (by facsimile or first class mail) of any subpoena or contact by any person other than Assignee or its agents regarding the Invention or resultant patent(s) issuing therefrom, and in any event at least one week prior to any deposition, legal inquiry or legal proceeding relating to the above identified invention.

This assignment is executed on the date(s) of which the Inventors have signed.

Inventor Signature:

O. Khodorkovsky
Oleksandr KHODORKOVSKY

Date: Jan. 10, 2010

State/Province of: Ontario

Regional Municipality of: York

Before me personally appeared said **Oleksandr KHODORKOVSKY** and acknowledge the foregoing instrument to be his free act and deed this _____ day of _____ 200__.

Seal

_____(Notary)

OR

Witness # 1 *Antonio Rosciano* (Signature)
ANTONIO ROSCIANO (Print Name)
ANTONIO ROSCIANO

Witness # 2 *Dmitri Tikhonov* (Signature)
DMITRI TIKHOV (Print Name)