

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Celestial Semiconductor Ltd.	03/04/2011
RECEIVING PARTY DATA	
Name:	Cavium Networks, Inc.
Street Address:	805 East Middlefield Road
Internal Address:	Attn: Vince Pangrazio
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6949423
Application Number:	11376703
CORRESPONDENCE DATA	
Fax Number:	(408)985-2823
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650-830-0529
Email:	fali@cresolegal.com
Correspondent Name:	Firasat Ali, Creso Legal
Address Line 1:	20660 Stevens Creek Blvd.
Address Line 2:	Suite 252
Address Line 4:	Cupertino, CALIFORNIA 95014
NAME OF SUBMITTER:	Firasat Ali

Total Attachments: 8

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PATENT
REEL: 026375 FRAME: 0778

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source=Venture Lending - Termination of Security Interest#page1.tif
source=Venture Lending Leasing Security Lien Termination#page1.tif

BILL OF SALE

This Bill of Sale ("**Bill of Sale**") is made and executed as of March 4, 2011 by **CELESTIAL SEMICONDUCTOR, LTD.**, a Cayman Islands company (the "**Seller**") in favor of **CAVIUM NETWORKS, INC.**, a Delaware corporation (the "**Purchaser**"). Capitalized terms used herein but not otherwise defined shall have the meanings assigned to such terms in that certain Asset Purchase Agreement, dated January 31, 2011 by and among the Purchaser, the Seller and Cavium Networks Singapore Pte. Ltd., a company organized under the laws of Singapore (the "**Asset Purchase Agreement**").

RECITALS

WHEREAS, pursuant and subject to the terms and conditions of the Asset Purchase Agreement, the Seller is causing the Assets set forth on **Exhibit A** hereto to be sold, assigned, transferred, conveyed and delivered to the Purchaser; and

WHEREAS, by this instrument the Seller is vesting in the Purchaser all right, title and interest in, to and under the Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

AGREEMENT

1. For value received, the adequacy and receipt of which is hereby acknowledged, the Seller hereby sells, transfers and assigns to the Purchaser all right, title and interest in and to the Assets free and clear of any Encumbrances (other than Permitted Encumbrances).

2. In accordance with and subject to the terms of the Asset Purchase Agreement, the Purchaser hereby accepts the sale, transfer, conveyance, assignment and delivery of the Assets.

3. This sale is in accordance with the Asset Purchase Agreement and is subject to all of the terms thereof, including, without limitation, the representations, warranties, covenants and indemnification provisions therein. Nothing in this Bill of Sale shall be deemed to limit, expand, amend or otherwise modify any term or provision of the Asset Purchase Agreement, including, without limitation, any representation, warranty, covenant or indemnification provision set forth in the Asset Purchase Agreement. In the event of any conflict between this Bill of Sale and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

4. This Bill of Sale may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Bill of Sale (in counterparts or otherwise) by electronic transmission or facsimile shall be sufficient to bind the parties to the terms and conditions of this Bill of Sale.

5. This Bill of Sale and the rights and duties of the parties under it shall in all respects be governed by and construed in accordance with the laws of the State of California, United States, without giving effect to principles of conflicts of laws.

6. This Bill of Sale shall not be assignable by the Seller without the prior written consent of the Purchaser. The Purchaser may assign this Bill of Sale without the consent of the Seller. Subject to

this Section 6, this Bill of Sale shall be binding upon and inure to the benefit of the Purchaser and the Seller and their respective successors or assigns. Except for the provisions of this Section 6, none of the provisions of this Bill of Sale is intended to provide any rights or remedies to any Person other than the parties to this Bill of Sale and their respective successors and assigns (if any).

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

In witness whereof, each of the Seller and the Purchaser has executed this Bill of Sale on the date first above written.

CELESTIAL SEMICONDUCTOR, LTD.

By: _____

Name: _____

Title: _____

CAVIUM NETWORKS, INC.

By: _____ *Arthur Chapman*

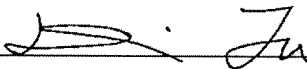
Name: _____ *ARTHUR CHAPMAN*

Title: _____ *CFO*

[SIGNATURE PAGE TO IP BILL OF SALE]

In witness whereof, each of the Seller and the Purchaser has executed this Bill of Sale on the date first above written.

CELESTIAL SEMICONDUCTOR, LTD.

By: 

Name: Daniel Fu

Title: Director

CAVIUM NETWORKS, INC.

By: _____

Name: _____

Title: _____

**EXHIBIT A
ASSETS**

Name of Registered IP		Registration Place	Patent Number/ Application Number	Notes	Owner
Method and System for Motion Estimation with Multiple Vector Candidates		United States	20070217511 (publication)	The patent application was returned, and Seller decided not to file	Seller
MOSFET-Fused Non-Volatile Read Only Memory Cell (MOFRO)		United States	6,949,423 B1	2022	Seller
No.	Name of the Trademark				
1.	Celestial Semiconductor				
No.	Domain Name	Expiration Date	Owner		
1.	celestialsemi.com	2013-06-02	Seller		
No.	Name of the Software		Owner		
1.	CSM1100 SDK		Seller		
2.	CSM1200 SDK		Seller		
3.	CSM1201 SDK		Seller		
4.	CSM2100 SDK		Seller		
No.	Name of the Know-How			Owner	
1.	10/12-bit Processing Offers Superior Image Precision De-Interlacer & Scaler			Seller	
2.	4-Field Motion-adaptive and Pixel-based De-interlacing up to 1080i Format			Seller	
3.	Ultra Low Angle De-interlacing Processing			Seller	
4.	Simple Edge-oriented Mode			Seller	
5.	Advanced Spatial-Temporal Mode			Seller	
6.	8tap-64phase Programable V/H Filter Coefficient for Scaler			Seller	
7.	Panorama/Anamorphic (non-linear) Scaling			Seller	
8.	Content Adaptive Scaler for detail enhancement			Seller	
9.	Format conversion up to 4K*4K resolutions			Seller	
10.	Directional-Smoothing Filter and Adaptive 3D/TNR noise reduction			Seller	
11.	Histogram Statistics: Analyze the Luminance Components and Multi-frames Average Mode			Seller	

12.	Dynamic Contrast Enhancement: User-defined Scaling Segments and Multi-frames Average Mode	Seller
13.	Dynamic Backlight Control: Support LED Backlight Control and Support CCFL Backlight Control	Seller
14.	Sharpness (Detail Enhancement): Non-linear Chroma and Luma Enhancement (LTI/CTI) and Programmable Spatial Band-pass/High-pass Filter with Noise Coring	Seller
15.	3D-color Management: Independent 6-Axis Color Control; Flesh-tone Compensation; Blue/Green Stretch; Contrast, Brightness, Saturate and Hue Function Supported	Seller
16.	Super Resolution: high quality SD to HD up-scaling	Seller
17.	Video encoder: Adaptive compression ratio, low latency, high efficiency for video conferencing	Seller
18.	Network Protocols: Virtual peer-to-peer technology to enable multi-stream	Seller
19.	video conf. without using a central server while managing Uplink and down link bandwidth	Seller
20.	Full application software for hybrid set top box (cable + Internet streaming)	Seller
21.	DVB-T, DVB-C, DVB-S, DVB-S2, ISDB-T, DMB-T Stacks	Seller
22.	Full Media player stacks - TS, FLV, MKV, VOB, DAT, AVI, MPG/MPEG, MOV, TP, MP4, RM, RMVB, WMV, ASF	Seller
23.	Internet Browser	Seller
24.	SIP protocol based Video Phone, with peer to peer communication traffic optimization	Seller
25.	PVR/DVR	Seller
26.	DVB UI, Media Screamer UI	Seller
27.	Transport Expertise for Communications: Built DVBS2 and EOC for connectivity	Seller
28.	Protocols: Virtual peer-to-peer technology to enable multi-stream video conf. without using a central server	Seller

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
9164481397	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
CAL TITLE-SEARCH, INC.	
1005 12TH ST.	
STE E	
SACRAMENTO CA 95814	

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 04:06 PM 05/02/2011
INITIAL FILING # 6280763 4
AMENDMENT # 2011 1636631
SRV: 110481196

1a. INITIAL FINANCING STATEMENT FILE # 6280763 4	1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
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2. <input checked="" type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.
--

5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only <u>one</u> of these two boxes. Also check <u>one</u> of the following three boxes and provide appropriate information in items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).
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6. CURRENT RECORD INFORMATION:				
6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:					
7a. ORGANIZATION'S NAME					
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

7e. TYPE OF ORGANIZATION		7f. JURISDICTION OF ORGANIZATION	
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8. AMENDMENT (COLLATERAL CHANGE): check only <u>one</u> box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.	
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9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT VENTURE LENDING & LEASING IV, INC.	
10. OPTIONAL FILER REFERENCE DATA DE-SECRETARY OF STATE	

PATENT
REEL: 026375 FRAME: 0786

UCCN 2011050318
Pages 1
05/03/2011 3:10PM
Filed & Recorded in Official Records of
WASH DC RECORDER OF DEEDS
LARRY TODD
RECORDER OF DEEDS
Fees \$ 46.50

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Cal Title-Search, Inc.
1005 12th Street
Suite E
Sacramento, CA 95814

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
2006110945 Date: 08/14/2006

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (for recorded) in the REAL ESTATE RECORDS.

2. ☒ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c, also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any ☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
VENTURE LENDING & LEASING IV, INC.

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

DC-Recorder Of Deeds Debtor: CELESTIAL SEMICONDUCTOR, LTD.

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Corporation Service Company
2711 Centerville Rd, Ste. 400
Wilmington, DE 19803

RECORDED: 06/02/2011

COPY
PATENT
REEL: 026375 FRAME: 0787