

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Andreas Schilling	07/27/1997
Guenter Knittel	08/04/1997
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	S3 Incorporated
<b>Street Address:</b>	2831 Mission College Boulevard
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	09708775
<b>CORRESPONDENCE DATA</b>	
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<b>NAME OF SUBMITTER:</b>	Daniel R. McClure
<b>Total Attachments: 2</b> source=01403493#page1.tif source=01403493#page2.tif	

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**ASSIGNMENT**

For good and valuable consideration, the receipt of which is hereby acknowledged, we, **Andreas Schilling and Guenter Knittel**, the person(s) named below (referred to as "INVENTOR" whether singular or plural) have sold, assigned, and transferred and do hereby sell, assign, and transfer to **S3 Incorporated**, a Delaware corporation, having a place of business at **2831 Mission College Boulevard, Santa Clara, CA 95054** ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the application for United States Letters Patent entitled: **SYSTEM AND METHOD FOR MAPPING TEXTURES ONTO SURFACES OF COMPUTER-GENERATED OBJECTS**] ("APPLICATION"), which:

is to be filed herewith

was filed on June 27, 1997, now bearing U.S. serial number 08/

and for which a Declaration was executed by INVENTOR on the date(s) below; and

2. The entire worldwide right, title, and interest in and to:

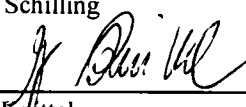
(a) the APPLICATION, including any right of priority; (b) any divisional, continuation, substitute, renewal, reissue, and other related applications which have been or may be filed in the United States or elsewhere in the world; and (c) any patents which may be granted on the applications set forth in (a) and (b) above.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has made or will make hereafter no assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
_____ Andreas Schilling	_____, 199__	_____, 199__
_____  Guenter Knittel	<u>08/04, 1997</u>	<u>08/04, 1997</u>