

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Steven M. Clark	03/01/2000
RECEIVING PARTY DATA	
Name:	Xros, Inc.
Street Address:	719 N. Shoreline Blvd.
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10031159
CORRESPONDENCE DATA	
Fax Number:	(416)216-3930
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	416-216-1906
Email:	chris.hunter@nortonrose.com
Correspondent Name:	Christopher N Hunter, Norton Rose OR LLP
Address Line 1:	200 Bay Street, Box 84
Address Line 2:	Suite 3800, Royal Bank Plaza-South Tower
Address Line 4:	Toronto, CANADA M5J 2Z4
NAME OF SUBMITTER:	Christopher N. Hunter
Total Attachments: 2 source=Clark#page1.tif source=Clark#page2.tif	

CH \$40.00 10031159



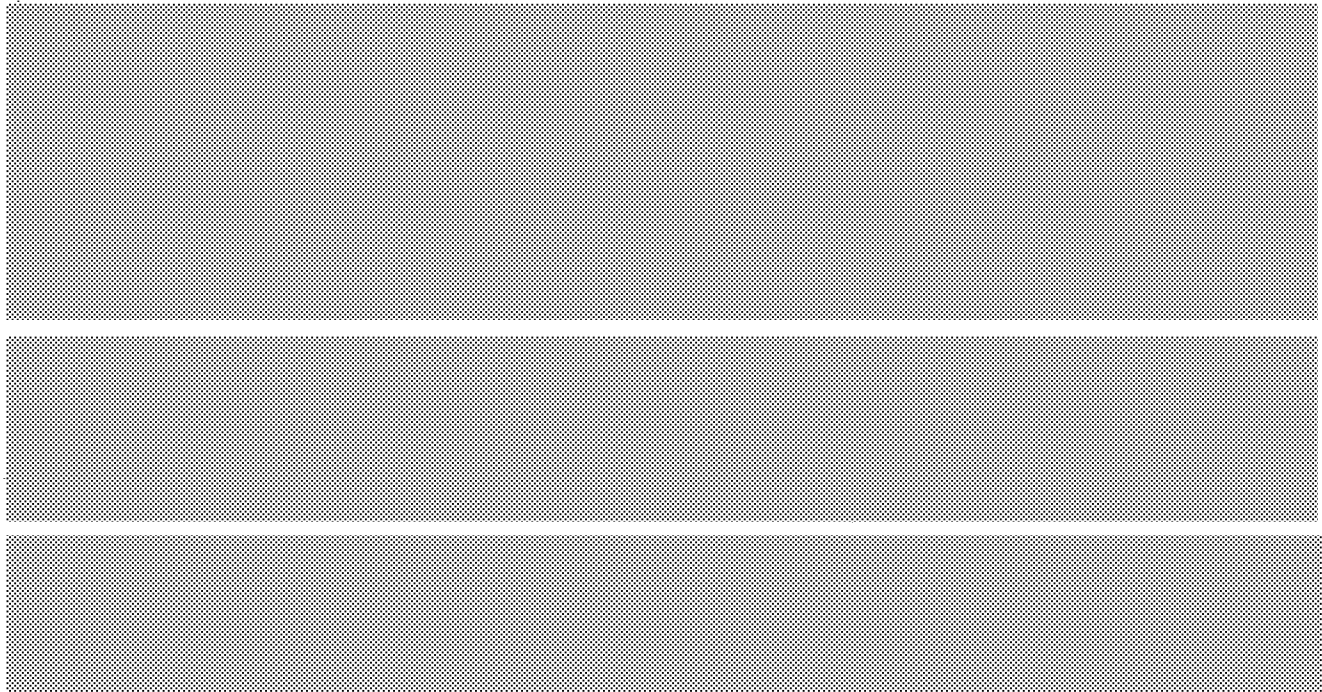
750 N. Pastoria Ave.
Sunnyvale, CA 94086

Phone: (408) 733-7331
Fax: (408) 733-7377

**PROPRIETARY INFORMATION
AND INVENTIONS AGREEMENT**

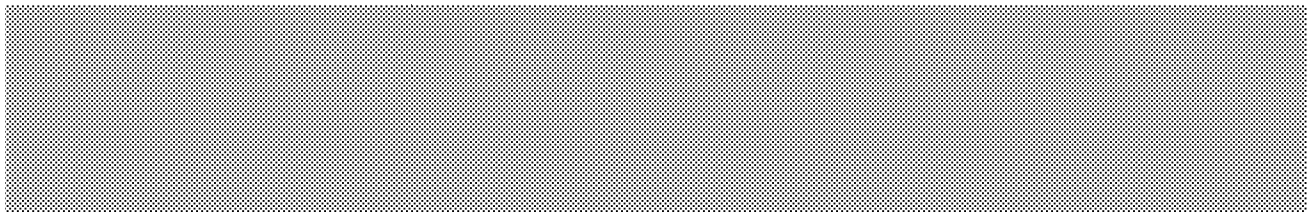
The following Proprietary Information and Inventions Agreement ("Agreement") confirms an agreement between STEVEN M. CLARK, and Xros, Inc., a Delaware corporation (the "Company"), which is a material part of the consideration for my employment by the Company:

1. The Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights and other rights throughout the world) in any inventions, works of authorship, mask works, ideas or information made or conceived or reduced to practice, in whole or in part, by me during the term of my employment with the Company to and only to the fullest extent allowed by California Labor Code Section 2870 (which is attached as Appendix A) (collectively "Inventions") and I will promptly disclose all Inventions to the Company. I will also disclose anything I believe is excluded by Section 2870 so that the Company can make an independent assessment. I hereby make all assignments necessary to accomplish the foregoing. I shall further assist the Company, at the Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint the Company and its agents and attorneys-in-fact to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. If I wish to clarify that something created by me prior to my employment that relates to the Company's actual or proposed business is not within the scope of this Agreement, I have listed it on Appendix B.



5. I agree that my obligations under paragraphs 1, 2, and 3 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such

termination is voluntary or involuntary on my part, and that the Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine. My obligations under paragraphs 1, 2 and 3 also shall be binding upon my heirs, executors, assigns, and administrators and shall inure to the benefit of the Company, its subsidiaries, successors and assigns.



I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT ONE COUNTERPART WILL BE RETAINED BY THE COMPANY AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

MAR. 1, ~~199~~ 2000

EMPLOYEE

Steven M. Clark
Signature

STEVEN M. CLARK
Name (Printed)

Accepted and Agreed to:

XROS, INC.

By:

CR
Signature

Pres (CEO)
Name and Title (Printed)