

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CONEXANT SYSTEMS, INC.	09/29/2011
RECEIVING PARTY DATA	
Name:	ESS TECHNOLOGY, INC.
Street Address:	48401 Fremont Blvd.
City:	Fremont
State/Country:	CALIFORNIA
Postal Code:	94538
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7053458
Patent Number:	7042058
CORRESPONDENCE DATA	
Fax Number:	(949)567-6710
Phone:	949-852-7792
Email:	ipprosecution@orrick.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Victor Santos
Address Line 1:	2050 Main Street, Suite 1100
Address Line 4:	Irvine, CALIFORNIA 92614-8255
ATTORNEY DOCKET NUMBER:	10967.1
NAME OF SUBMITTER:	Victor Santos
Total Attachments: 4 source=Conexant to ESS combo#page1.tif source=Conexant to ESS combo#page2.tif source=Conexant to ESS combo#page3.tif source=Conexant to ESS combo#page4.tif	

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Assignment is made as of the 27th day of September 2011 or the date of the last signature (whichever is later) by CONEXANT SYSTEMS, INC. a corporation organized under the laws of the State of Delaware having a place of business at 4000 MacArthur Blvd., Newport Beach, CA 92660 (hereinafter "Assignor") and ESS TECHNOLOGY, INC. a corporation organized under the laws of the State of Delaware with a principle place of business at 48401 Fremont Blvd., Fremont CA 94538 (hereinafter "Assignee").

WHEREAS, Assignor was formerly in the business of developing and selling digital image processors, system on chip devices, CMOS image sensors and VGA camera modules for use in digital cameras and similar electronic devices such as PC cameras and wireless handsets (the "Business");

WHEREAS, pursuant to a Formation Agreement entered into on or about May 7, 2002, and an Intellectual Property Agreement effective July 1, 2002 Assignor transferred certain assets of the Business to PICTOS TECHNOLOGIES, INC. ("Pictos");

WHEREAS, pursuant to an Agreement and Plan of Merger entered into on or about June 9, 2003, Assignee acquired Pictos which became a wholly-owned subsidiary of Assignee;

WHEREAS, the invention disclosure having Conexant Docket No. 00CXT0455I, entitled "N-Well Guard Ring to Protect Light Leakage Into Light Shielded Rows" and naming as inventors Richard A. Mann (Torrance, CA) and Fadel A. Selim (Malvern, PA) was used in the Business as of the effective date of the Formation Agreement and was assigned to Pictos under the terms thereof; and

WHEREAS, Assignee wishes to clarify its rights in and to the 00CXT0455I invention disclosure and any letters patent issuing therefrom (the "Patent Rights");

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and the extent not previously assigned, Assignor hereby sells, assigns and transfers to Assignee, its successors, legal representatives and assigns the full and exclusive right, title and interest to the Patent Rights, including all patents, patent applications, provisional applications, and any and all patents in the United States and all foreign countries that may be granted therefor and thereon, and in and to any and all divisions, continuations, continuations-in-part, reissues, reexaminations and extensions, and all rights under the International Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding, the same to be held and enjoyed by said Assignee, for its own used and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this assignment not been made including, but not limited to, all rights to profits and damages by reason of past infringement by any person with the right to sue and collect the same for its own use and benefit, and for the use and benefit of its successors, legal representatives and assigns.

The assignment herein is subject to all prior liens and encumbrances on the Patent Rights, including all rights retained by Conexant, or granted to Conexant by Pictos, pursuant to the Formation Agreement, the Intellectual Property Agreement and all other related agreements.

Assignor also hereby authorizes the respective patent office or government agency in each jurisdiction to issue any all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the Assignee to the entire interest therein.

Assignee hereby represents and warrants that the Patent Rights constituted copyrights, mask work rights and/or trade secrets used in the Business at the time the Business was transferred to Pictos.

The term and conditions of this assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives and shall be binding upon Assignor, its successor, assigns and other legal representatives.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute a single instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed by a duly authorized officer.

Conexant Systems, Inc.

By: Dennis R. Gallagher
Dennis R. Gallagher, VP, Legal and General Counsel

Dated: Sept 29, 2011

ESS Technology, Inc

By: Robert L. Blair
Robert L. Blair, CEO and President

Dated: September 29, 2011

PATENT ASSIGNMENT AGREEMENT

This Assignment is made as of the 20th day of October, 2011 by ESS TECHNOLOGY, INC., a corporation organized under the laws of the Cayman Islands with a place of business at 48401 Fremont Blvd., Fremont CA 94538 (hereinafter "Assignor") and IMPERIUM (IP) HOLDINGS, INC., a corporation organized under the laws of the Cayman Islands with a place of business at 515 Madison Avenue, New York, NY 10022 (hereinafter "Assignee").

WHEREAS, pursuant to an Intellectual Property Assignment Agreement dated on or about September 27, 2011 CONEXANT SYSTEMS, INC. clarified its rights in invention disclosure 00CXT0455I, and any patents issuing therefrom, and assigned all right, title and interest therein to Assignor;

WHEREAS, US Patent Nos. 7,053,458 and 7,042,058 issued from invention disclosure 00CXT0455I (the "Patent Rights");

WHEREAS, Assignor wishes to ensure that Assignee has, and has had, the entire right, title and interest in and to the Patent Rights;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors, legal representatives and assigns the full and exclusive right, title and interest to the Patent Rights and Additional Patent Rights that Assignor possesses, including all patents, patent applications, provisional applications, and any and all patents in the United States and all foreign countries that may be granted therefor and thereon, and in and to any and all divisions, continuations, continuations-in-part, reissues, reexaminations and extensions, and all rights under the International Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding, the same to be held and enjoyed by said Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this assignment not been made including, but not limited to, all rights to profits and damages by reason of past infringement by any person, with the right to sue and collect the same for its own use and benefit, and for the use and benefit of its successors, legal representatives and assigns.

Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will, whenever counsel of Assignee, or its successors, legal representatives and assigns, shall advise that any proceeding in connection with the Patent Rights and Additional Patent Rights is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of the Patent Rights and Additional Patent Rights, without charge to Assignee, its successors, legal representatives and assigns.

Assignor also hereby authorizes the respective patent office or government agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the Assignee to the entire interest therein.

Assignor hereby agrees that, in the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney-in-fact, which appoint is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor.

The term and conditions of this assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives and shall be binding upon Assignor, its successor, assigns and other legal representatives.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute a single instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed by a duly authorized officer.

ESS Technology, Inc.

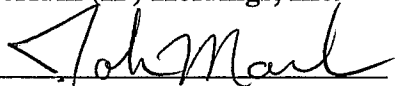
By: 

Robert L. Blair, CEO and President

Dated: October 20, 2011

Acknowledged by Assignee:

Imperium (IP) Holdings, Inc.

By: 

John A. Marsh, Chief Financial Officer

Dated: October 20, 2011