# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

| Name       | Formerly | Execution Date | Entity Type             |
|------------|----------|----------------|-------------------------|
| DVDO, Inc. |          | 10/31/2007     | CORPORATION: CALIFORNIA |

#### **RECEIVING PARTY DATA**

| Name:             | Anchor Bay Technologies, Inc. |  |
|-------------------|-------------------------------|--|
| Street Address:   | 983 University Avenue         |  |
| Internal Address: | Building A                    |  |
| City:             | Los Gatos                     |  |
| State/Country:    | CALIFORNIA                    |  |
| Postal Code:      | 95032                         |  |
| Entity Type:      | CORPORATION: DELAWARE         |  |

#### PROPERTY NUMBERS Total: 3

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2348649 | DVDO      |
| Registration Number: | 2791621 | ISCAN     |
| Registration Number: | 2859167 | ISCAN     |

### CORRESPONDENCE DATA

Fax Number: (650)324-0638

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 650-324-7000

Email: sv-trademark@hellerehrman.com

Correspondent Name: Harold J. Milstein, Heller Ehrman LLP

Address Line 1: 275 Middlefield Road

Address Line 4: Menlo Park, CALIFORNIA 94025-3506

ATTORNEY DOCKET NUMBER: 07479-1000

NAME OF SUBMITTER: Harold J. Milstein

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| Signature:   | /HaroldMilstein/ |  |
|--|------------------|--|
| Date:  | 01/17/2008       |  |
| Total Attachments: 3 source=DVDO Trade Mark Assignment (2)#page1.tif source=DVDO Trade Mark Assignment (2)#page2.tif source=DVDO Trade Mark Assignment (2)#page3.tif |                  |  |

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### DVDO TRADE MARK ASSIGNMENT

This Agreement, effective as of the 10th day of October, 2007, is entered into by and between Silicon Image, Inc., a Delaware corporation, 1060 East Arques Avenue, Sunnyvale California 94085 ("Silicon Image"), and DVDO, Inc., a California corporation, 1060 East Arques Avenue, Sunnyvale, California 94085 ("DVDO, Inc.") on the one hand (collectively "Assignor") and Anchor Bay Technologies, Inc., a Delaware corporation, 983 University Avenue, Building A, Los Gatos, California 95032 ("Assignee") on the other, either or both of which may also be referred to as "Party" or "Parties".

Silicon Image, through its wholly owned subsidiary DVDO, Inc., owns the marks DVDO, DVDO and Design, iScan, and iScan and Design, as set forth in the attached Attachment A (collectively "the Marks"). Assignee has indicated its desire to obtain Assignor's ownership rights and interest in the Marks.

Accordingly and in consideration of the premises and the mutual promises and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## 1. Assignment.

Subject to the foregoing, and in consideration of payment received from Assignee of Twenty Five Thousand Five Hundred dollars (US \$25,500.00), Assignor assigns and transfers to Assignee all of its rights, including common law rights, title, and interest in and to the Marks and the registrations thereof, together with the goodwill of the business symbolized by the Marks, and any and all claims that it might have, at law or in equity, for past infringement in said trademarks.

# 2. <u>Disclaimer of Representations</u>.

Assignor assigns the Marks to Assignee on an "as is" basis. Assignor makes no representations or warranties of any kind with respect to the Marks, including Assignee's use of, or the validity of Assignee's rights in the Marks in any country, and disclaims any and all representations and warranties that might otherwise be implied by applicable law, including any implied warranty of merchantability, fitness for a particular purpose, or against infringement of third-party trademarks or similar rights.

## 3. <u>Limitation of Liability</u>.

Assignee shall not be liable for any indirect, incidental, special, consequential or punitive damages in connection with or arising out of this assignment (including without limitation loss of profits, use, data, or other economic advantage), incurred by Assignee or any third party whether in an action in contract or tort, or any other legal theory, even if Assignee has been advised of the possibility of such damages. Not withstanding any other provision in this Agreement, Assignor's liability for damages under this Agreement shall in no event exceed Twenty Five Thousand Five Hundred dollars (US \$25,500.00).

### 4. Miscellaneous Provisions.

a. Assignor also hereby covenants and agrees that it will cooperate with Assignee to execute and deliver such other documents, and to do such further acts, as may be reasonably

requested by Assignee to record Assignee's ownership of the Marks. Assignee shall reimburse Assignor for its reasonable costs to record Assignee's ownership of the Marks.

- b. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective affiliates, divisions, agents, parents or entities over whom they exercise control or by whom they are controlled, and their respective successors, assigns, and the respective legal representatives of each of them.
- c. This Agreement shall be construed and enforced in accordance with the applicable laws of the state of California, without regard to choice of law.

## 5. <u>Severability</u>.

If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

6. Entire Agreement.

The Parties acknowledge that this Agreement supersedes the iScan Trademark License and the DVDO Trademark License as set forth in a certain Technology License And Consignment Agreement and amendments thereto, attached hereto as Attachment B. Further, the Parties acknowledge that this Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, and that there are no other agreements or understandings, written or oral, between the Parties with respect to its subject matter; nor have there been any representations, express or implied, as to the subject matter herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the date first written above.

| SILICON IMAGE, INC.    | ANCHOR BAY TECHNOLOIES, INC.  |
|------------------------|-------------------------------|
| Signature:             | Signature: Charge Jorden juit |
| Name: Edward Luber     | Name: <u>CRAIGUSOUROUIST</u>  |
| Title: CLO             | Title: CEO                    |
| Date: 10 29 07         | Date: 10/10/07                |
| DVDO, INC Signature:   |                               |
| Name: Notand Granberry |                               |
| Title: Offeeton        |                               |
| Date: 10/31/17         |                               |

# Attachment A

| <u>Mark</u>        | Country       | Registration No. | Registration Date |
|--------------------|---------------|------------------|-------------------|
| DVDO (and design)  | Japan         | 4,463,897        | March 30, 2001    |
| ISCAN              | Japan         | 4,469,004        | April 20, 2001    |
| ISCAN (and design) | Japan         | 4,474,303        | May 11, 2001      |
| PUREPROGRESSIVE    | Japan         | 4,394,568        | June 23, 2000     |
| DVDO (and design)  | Taiwan        | 933,030          | March 1, 2001     |
| ISCAN              | Taiwan        | 932,952          | March 1, 2001     |
| ISCAN (and design) | Taiwan        | 954,812          | August 16, 2001   |
| PUREPROGRESSIVE    | Taiwan        | 935,601          | March 16, 2001    |
| DVDO (and design)  | United States | 2,348,649        | May 9, 2000       |
| ISCAN              | United States | 2,791,621        | December 9, 2003  |
| ISCAN (and design) | United States | 2,859,167        | July 6, 2004      |

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