

EXHIBIT 3



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
Address: COMMISSIONER OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

APPLICATION NUMBER	FILING DATE	FIRST NAMED APPLICANT	ATTY. DOCKET NO./TITLE
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08/437,276 05/08/95 WOO

B 86-673-01

0222/0613

THOMAS E. SCHATZEL
SUITE 300
16400 LARK AVENUE
LOS GATOS CA 95032

DATE MAILED: 0000

**NOTICE TO FILE MISSING PARTS OF APPLICATION
FILING DATE GRANTED**

06/13/95

An Application Number and Filing Date have been assigned to this application. However, the items indicated below are missing. The required items and fees identified below must be timely submitted **ALONG WITH THE PAYMENT OF A SURCHARGE** for items 1 and 3-6 only of \$ 130 for large entities or \$ 65 for small entities who have filed a verified statement claiming such status. The surcharge is set forth in 37 CFR 1.16(e).

If all required items on this form are filed within the period set below, the total amount owed by applicant as a ~~large~~ entity, ☐ small entity (verified statement filed), is \$ 130.

Applicant is given **ONE MONTH FROM THE DATE OF THIS LETTER, OR TWO MONTHS FROM THE FILING DATE** of this application, **WHICHEVER IS LATER**, within which to file all required items and pay any fees required above to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

1. ☐ The statutory basic filing fee is: ☐ missing ☐ insufficient. Applicant as a ☐ large entity ☐ small entity, must submit \$ _____ to complete the basic filing fee.
2. ☐ Additional claim fees of \$ _____ as a ☐ large entity, ☐ small entity, including any required multiple dependent claim fee, are required. Applicant must submit the additional claim fees or cancel the additional claims for which fees are due.
3. ☐ The oath or declaration:
☐ is missing.
☐ does not cover the newly submitted items.

An oath or declaration in compliance with 37 CFR 1.63, identifying the application by the above Application Number and Filing Date is required.

4. ☐ The oath or declaration does not identify the application to which it applies. An oath or declaration in compliance with 37 CFR 1.63, identifying the application by the above Application Number and Filing Date, is required.
5. ☒ The signature(s) to the oath or declaration is/are: ~~missing~~; ☐ by a person other than the inventor or a person qualified under 37 CFR 1.42, 1.43, or 1.47. A properly signed oath or declaration in compliance with 37 CFR 1.63, identifying the application by the above Application Number and Filing Date, is required.
6. ☐ The signature of the following joint inventor(s) is missing from the oath or declaration:
_____. An oath or declaration listing the names of all inventors and signed by the omitted inventor(s), identifying this application by the above Application Number and Filing Date, is required.
7. ☐ The application was filed in a language other than English. Applicant must file a verified English translation of the application and a fee of \$ _____ under 37 CFR 1.17(k), unless this fee has already been paid.
8. ☐ A \$ _____ processing fee is required since your check was returned without payment. (37 CFR 1.21(m)).
9. ☐ Your filing receipt was mailed in error because your check was returned without payment.
10. ☐ The application does not comply with the Sequence Rules. See attached Notice to Comply with Sequence Rules 37 CFR 1.821-1.825.
11. ☐ Other.

AVT0000104



#130 105 A/N
UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
Address: COMMISSIONER OF PATENTS AND TRADEMARKS
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7. ☐ The application was filed in a language other than English. Applicant must file a verified English translation of the application and a fee of \$ _____ under 37 CFR 1.17(k), unless this fee has already been paid.
8. ☐ A \$ _____ processing fee is required since your check was returned without payment. (37 CFR 1.21(m)).
9. ☐ Your filing receipt was mailed in error because your check was returned without payment.

10. ☐ The application does not comply with the Sequence Rules. See attached Notice to Comply with Sequence Rules 37 CFR 1.821-1.825.

11. ☐ Other. 140 AA 09/19/95 08437276

-1 105 130.00 CK

Direct the response to Box Missing Part and refer any questions to the Customer Service Center
(800) 222-1000

AVT0000105



Attorney's Docket No. SS-673-01

PATENT #18

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Beng-yu Woo; Xiaoming Li; Vivian Hsiun

For: Full-Duplex Single-Chip Video Codec With Simultaneous Digital
Compression and Decompression
(check and complete (a), (b) or (c))

the specification of which:

- (a) ☐ is attached hereto.
- (b) ☒ was filed on 05/08/95 as Application Serial No.
08/437,276 and was amended on _____ (if applicable).
- (c) ☐ was described and claimed in International Application No. _____
filed on _____ and as amended on _____
(if any).

PETITION AND DECLARATION ESTABLISHING PROPRIETARY INTEREST
BY PERSON SIGNING ON BEHALF OF OMITTED INVENTOR
AND AS JOINT INVENTOR

I, _____

Beng-yu Woo

(Name of declarant)

13160 Avila Court

(Residing at)

Los Altos Hills, California 94022

am the person signing the declaration on the above identified application on behalf of the
omitted inventor and make this declaration as to the facts establishing my proprietary
interest.

II. As of the date I signed the declaration for this application the proprietary interest in
this invention (check one):

- ☒ belonged to me
- ☐ belonged to the following juristic person:

(Name of company or other juristic person)

(Address of company or other juristic person)

and I am authorized to sign the declaration on behalf of the juristic person, my title being

(type or print title of declarant in corporation or juristic person)

NOTE: A person with sufficient proprietary interest may authorize any person, including an attorney or agent
registered to practice before the PTO, to sign the application papers on its behalf. Where this happens
proof of this authority in the form of a statement signed by an appropriate official of the corporation
or juristic person must be submitted. MPEP § 409.03(b).

NOTE: An inventor may not authorize another individual to act as his agent to sign the declaration papers (MPEP
§ 409.03(b)) although he or she can authorize the filing of the application if he or she later makes the
declaration (37 CFR 1.41(c)).

III. I establish the proprietary interest by

(Declaration Establishing Proprietary Interest by Person Signing on Behalf of Omitted
Inventor [1-7]—page 1 of 3)

140 AA 09/19/95 08437276

1 122

130.00 CK

AVT0000106

(check and complete (d), (e) or (f))

NOTE: Documents which are not in the English language should be accompanied by an English translation.

- (d) ☐ attaching a copy of the assignment of this invention by the omitted inventor.
- (e) ☒ attaching a copy of the agreement whereby the omitted inventor agreed to assign this invention, and the documentation wherein the rights in said agreement were purchased by me.

NOTE: A typical agreement to assign includes the employment agreement whereby the omitted inventor agreed to assign all his inventions to his or her employer. If an agreement to assign is dependent on certain specified conditions being met, it must be established in this declaration that those conditions have been met. MPEP § 409.03(e).

- (f) ☐ although there is no assignment or written agreement to assign, a sufficient proprietary interest is demonstrated by the attached legal memorandum establishing that a court of competent jurisdiction would by the weight of authority in that jurisdiction award title in the invention to me or the legal entity on whose behalf I have authority to sign.

NOTE: Where items (e) or (f) are completed then there should be filed a DECLARATION BY PERSON HAVING FIRST HAND KNOWLEDGE THAT OMITTED INVENTOR WAS EMPLOYEE OR OTHERWISE OBLIGATED TO PERSON WITH SUFFICIENT PROPRIETARY INTEREST WHEN INVENTION MADE.

NOTE: If the assignment being submitted is to be recorded it should be submitted with an ASSIGNMENT (DOCUMENT) COVER SHEET or Form PTO 1595.

IV. ASSIGNEE'S CERTIFICATION

In accordance with 37 CFR 3.73, the assignee hereby certifies that the evidentiary documents with respect to its ownership have been reviewed and that, to the best of assignee's knowledge and belief, title is in the assignee seeking to take this action.

V. PROOF OF NEED TO PREVENT IRREPARABLE DAMAGE OR PRESERVE THE RIGHTS OF THE PARTIES

NOTE: This proof must be presented where the declaration is signed by a person with sufficient proprietary interest for the omitted inventor (37 CFR 1.47(b)).

Irreparable damage may be established by showing that a filing date is necessary to (1) avoid a statutory bar which should identify the act or publication believed to constitute the bar or (2) make a claim for priority, which should identify the prior application(s) involved.

A diligent effort to prepare the application and obtain the inventor's signature thereon must be made even if the application is being filed to avoid a bar or to claim priority. MPEP § 409.03(g).

Preservation of the rights of the parties may be demonstrated by a showing that the omitted inventor may reasonably be expected to enter into competition with the person having a proprietary interest and signing on behalf of the omitted inventor or that a firm plan for commercialization of the subject matter of the application has been adopted. MPEP § 409.03(g).

NOTE: This section may be omitted if it is completed in the Declaration of Facts in Support of Filing on Behalf of Omitted Inventor.

(use Supplemental Page(s) if necessary)

(Declaration Establishing Proprietary Interest by Person Signing on Behalf of Omitted Inventor [1-7]—page 2 of 3)

I have read the foregoing identified specification and claims. I confirm that I have first hand knowledge that the omitted inventor made the identified invention while in the employ of Infochips Systems, Inc. and facts showing a proprietary interest in me are set forth in my accompanying Declaration establishing the chain of title from Infochips Systems, Inc. to me.

I have assigned rights to inventions in the subject patent application to AVC Technology, Inc., who will participate in the manufacture and marketing of product incorporating the invention of the subject application. A filing date is necessary to preserve potential patent rights and to preserve the right to file corresponding applications in foreign countries.

The last known address of Ms. Vivian (NMI) Hsiun is 3808 Corina Way, Palo Alto, California 94303.

Accompanying this Declaration is:

1. Declaration of Richard Cortez;
2. Supplemental Declaration of Beng-yu (NMI) Woo; and
3. Petition Fee of 130.00.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

X Date: Aug 4 / 95

X Beng-yu Woo
(Signature of declarant) Beng-yu Woo, President
AVC TECHNOLOGY, INC.

☐ Plus _____ added page(s)



Attorney's Docket No.: 88-673-01

DECLARATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name,

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

FULL DUPLEX SINGLE-CHIP VIDEO CODEC WITH SIMULTANEOUS DIGITAL
COMPRESSION AND DECOMPRESSION

the specification of which

☐ is attached hereto.

☒ was filed on May 8, 1995 as Application Serial
No. 08/437,276 and was amended on _____
(if applicable)

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37, Code of Federal Regulations, §1.56 and which is material to the examination of this application, namely, information where there is a substantial likelihood that a reasonable examiner would consider it important in deciding whether to allow the application to issue as a patent

_____ and in compliance with this duty there is attached an information disclosure statement in accordance with 37 CFR 1.98.

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate or of any PCT international application(s) designating at least one country other than the United States of America listed below and have also identified below any foreign application(s) for patent or inventor's certificate or any PCT international application(s) designating at least one country other than the United States of America filed by me on the same subject matter having a filing date before that of the application(s) of which priority is claimed;

X no such applications have been filed.

_____ such applications have been filed as follows.

A. Prior Foreign/PCT Application(s) filed within 12 months
(6 months for Design) prior to this Application
and any Priority Claims under 35 U.S.C. §119:

Priority Claimed

(Number)	(Country)	(Day/Month/Year Filed)	☐ Yes	☐ No
(Number)	(Country)	(Day/Month/Year Filed)	☐ Yes	☐ No
(Number)	(Country)	(Day/Month/Year Filed)	☐ Yes	☐ No

Continued

AVT0000109

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter to each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

(Application Serial No.)	(Filing Date)	(Status: patented, pending, abandoned)
(Application Serial No.)	(Filing Date)	(Status: patented, pending, abandoned)

Address all correspondence to:

LAW OFFICES OF THOMAS E. SCHATZEL
A Professional Corporation
16400 Lark Avenue, Suite 300
Los Gatos, California 95032-2547

Address all telephone calls to Thomas E. Schatzel at telephone No.
 (408) 358-7733.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of
 sole or first inventor: BENG-YU (NMI) WOO

Inventor's Signature: Beng-yu Woo Date: Aug 7, 1995

Residence: 13160 Avila Court
Los Altos Hills, CA 94022

Citizenship: United States

Post Office Address: 13160 Avila Court
Los Altos Hills, CA 94022

Full name of
 second joint inventor: XIAOMING (NMI) LI

Second Inventor's Signature: Xiaoming Li Date: 8/7/95

Residence: Yorkridge Apartments, No. 1C
Yorktown Heights, NY 10598 NY

Citizenship: Peoples Republic of China

Post Office Address: Yorkridge Apartments, No. 1C
Yorktown Heights, NY 10598

Full name of
third joint inventor: VIVIAN (NMT) BOSTON ³⁻⁰⁷
Third Inventor's Signature: [Signature] Date: 1-9-96
Residence: 3808 Corina Way CA
Palo Alto, CA 94303
Citizenship: United States
Post Office Address: 3808 Corina Way
Palo Alto, CA 94303

6. I am the Beng-Yu Woo named in the "Bill of Sale" enclosed herein (Exhibit 5).

7. The subject matter patent application entitled "Full-Duplex Single-Chip Video Codec With Simultaneous Digital Compression and Decompression", serial number 08/437,276, filed May 8, 1995 (subject "Application" encompasses subject matter referred to in the Bill of Sale.

8. Consequently, I owned all of such technology, including the rights in "InFochips Systems, Inc. Employee Proprietary Information Agreement" executed by Vivian Hsiun (Exhibit 2), who is a named co-inventor on the Application.

9. I have assigned all of my interest in the subject matter of the Application to AVC Technology, Inc., a Delaware corporation, of 3031 Tisch Way, 1 Plaza South, San Jose, California 95128.

10. I am a joint inventor named on the "Application".

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information or belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Dated: X Aug 4/95

X Beng-yu Woo
BENG-YU WOO, DECLARANT

This FINANCING STATEMENT is presented for filing and will remain effective for a certain number of years from the date of filing pursuant to section 9403 of the California Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) INFOCHIPS SYSTEMS, INC.		1A. SOCIAL SECURITY OR FEDERAL TAX NO. 77-0201169	
1B. MAILING ADDRESS 2840 SAN TOMAS EXPRESSWAY, SUITE 200		1C. CITY, STATE SANTA CLARA, CA	1D. ZIP CODE 95054
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME LEASE MANAGEMENT SERVICES, INC. MAILING ADDRESS 2500 SAND HILL ROAD, SUITE 101 CITY MENLO PARK STATE CA ZIP CODE 94025		4A. SOCIAL SECURITY NO., FEDERAL TAX NO., OR BANK TRANSIT AND A.T.A. NO. 94-2221046	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO., OR BANK TRANSIT AND A.T.A. NO.	

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

ALL OF DEBTOR'S ACCOUNTS, INSTRUMENTS, DOCUMENTS, CHATTEL PAPER AND GENERAL INTANGIBLES AND ALL OTHER RIGHTS ARISING FROM THE SALE OF DEBTOR'S INVENTORY; ALL OF DEBTOR'S RIGHTS AND REMEDIES RELATING TO THE FOREGOING, INCLUDING GUARANTIES OR OTHER CONTRACT RIGHTS; ALL BOOKS AND RECORDS, INCLUDING LEDGER CARDS, RELATING TO THE FOREGOING AND ALL PROCEEDS OF THE FOREGOING PURSUANT TO A SECURITY AGREEMENT DATED Sept. 5, 1990 BETWEEN DEBTOR AND SECURED PARTY.

7. CHECK IF APPLICABLE ☒	7A. ☐ PRODUCTS OF COLLATERAL ARE ALSO COVERED	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 8 (a) ITEM: ☐ (1) ☐ (2) ☐ (3) ☐ (4)
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8. CHECK IF APPLICABLE ☒	☐ DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9106 (1) (b)
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9. SIGNATURE(S) OF DEBTOR(S) DATE: 9/5/90		10. THIS SPACE FOR USE OF FILING OFFICES (DATE, TIME, FILE NUMBER AND FILING OFFICER) 90229142 EXHIBIT
TYPE OR PRINT NAME(S) OF DEBTOR(S) INFOCHIPS SYSTEMS, INC.		
SIGNATURE(S) OF SECURED PARTY(IES) DATE: 9/5/90		
TYPE OR PRINT NAME(S) OF SECURED PARTY(IES) LEASE MANAGEMENT SERVICES, INC.		
1. Return copy to: NAME P60141 P60001 ADDRESS LEASE MANAGEMENT SERVICES, INC. CITY 2500 SAND HILL ROAD, SUITE 101 STATE MENLO PARK, CA 94025 ZIP CODE 94025		

Filing Officer is requested to note file number, date and time of filing on this copy and return to the above party. Approved by the Secretary of State

SECURITY AGREEMENT

As security for the payment and performance by INFOCHIPS SYSTEMS, INC. ("Debtor") to LEASE MANAGEMENT SERVICES, INC. ("Secured Party") under (a) the Master Equipment Lease Agreement No. 10281 and the Equipment Financing Agreement dated January 13, 1989 and all Schedules thereto (hereinafter collectively referred to as the "Agreements"), executed by Debtor and Secured Party; and (b) any and all obligations of Debtor hereunder to Secured Party, direct, indirect or contingent, joint or several, whether or not otherwise secured, and whether now existing or hereafter incurred, Debtor hereby pledges, assigns and grants to Secured Party a security interest in all of Debtor's Accounts, Instruments, Documents, Chattel Paper and General Intangibles (as defined in the Uniform Commercial Code) and all other rights arising from the sale of Debtor's Inventory; all of Debtor's rights and remedies relating to the foregoing, including guaranties or other contract rights; all books and records, including ledger cards, relating to the foregoing and all proceeds of the foregoing (collectively referred to as the "Receivables").

Debtor hereby warrants that he is the sole owner in possession of all Receivables and that the Receivables are free and clear of all liens, encumbrances and adverse claims, with the exceptions of the security interest herein created and the security interest of Bank of the West. Debtor agrees to execute and deliver to Secured Party at any time and from time to time, such other security agreement or mortgages of chattels as Secured Party may reasonably request, covering the Receivables. Debtor agrees, at his own expense, to appear in and defend any and all actions and proceedings affecting title to the Receivables or any part thereof, or affecting the security interest of Secured Party therein. Debtor agrees to execute any additional documents deemed necessary to assure the perfection of the security interest created herein and to pay any fees or charges paid by Secured Party in connection with the perfection of or continue the perfection of the security interest hereunder.

With respect to the security interest granted by Debtor to Secured Party in the Receivables:

(a) Debtor warrants and represents that (i) each Receivable shall be a valid and legally enforceable account representing an undisputed bonafide indebtedness incurred by the Customer therein named for a fixed sum as set forth in the invoice relating thereto; (ii) no Receivable is or shall be subject to any defense, offset, counterclaim, discount or allowance; (iii) no agreement under which any deduction, discount, credit or an allowance of any kind in excess of ten percent (10%) of the value of a Receivable may be granted or allowed shall have been or shall thereafter be made by Debtor with any Customer except as indicated in writing to Secured Party at or before the time such agreement is made; (iv) all statements made and all unpaid balances appearing in the invoices,

documents and agreement relating to each such Receivable shall be true and correct and in all respects what they purport to be; and (v) all signatures and endorsements that appear thereon shall be genuine and all signatories and endorers shall have full capacity to contract.

(b) Debtor shall submit to Secured Party current monthly "aging" reports of its Receivables containing the following information and such other information as Secured Party shall require to evaluate the status of the Receivables individually and in the aggregate;

(i) The name and address of the Customer with respect to each Receivable;

(ii) The invoice number or other identification of each outstanding Receivable;

(iii) The outstanding amount of each Receivable and the aggregate of the Receivables as at the end of the month; and

(iv) The "age" of each Receivable (i.e., the time which has transpired since the invoice was issued) according to the following age categories: less than or equal to 30 days; 31 through 60 days; 61 through 90 days; and over 90 days.

The monthly aging report shall be complete to the end of a month and shall be submitted to Secured Party no later than the tenth day after the end of such month covered by the aging report.

(c) Upon the demand of Secured Party, Debtor shall furnish to Secured Party all original and other documents evidencing Secured Party's right to payment, including invoices, orders, instruments and chattel paper, and to furnish such additional documents and information concerning the Receivables as Secured Party shall specify.

(d) Debtor shall keep accurate records of its Receivables and maintain such records at its address stated below.

(e) Debtor shall issue invoices and execute contracts and all other documents relating to the Receivables solely in the name of Debtor.

(f) Debtor shall mark its internal records of the Receivables in a manner satisfactory to Secured Party to indicate the interest of Secured Party.

(g) Debtor hereby assigns the Receivables to Secured Party as security for the obligations secured hereby, including its obligations under the Agreements.

4. In the event of a default by Debtor under the Agreements, Secured Party shall have all of the rights and remedies of a Secured

Party with respect to the Receivables. Secured Party shall expressly have the right to enforce payment of any Receivable, to settle, compromise or release in whole or in part any amounts owing on Receivables, to prosecute any action or proceeding with respect to Receivables, to extend the time of payment of any and all Receivables, and to make allowances and adjustments with respect thereto. To facilitate the exercise by Secured Party of the foregoing rights and remedies following default of Debtor, Debtor hereby constitutes Secured Party as Debtor's attorney-in-fact, to exercise all or any of the following powers which, being coupled with an interest, shall be irrevocable until all obligations owing by Debtor to Secured Party have been paid in full:

(i) To remove from Debtor's premises any original invoice, purchase order, note or other contract constituting a Receivable (with Secured Party being obligated to make best efforts to deliver copies of all originals removed) and copies of any and all other files and records relating to the Receivables;

(ii) To receive and dispose of all mail addressed to Debtor relating to the Receivables;

(iii) To notify Customers on Receivables to make payment directly to Secured Party;

(iv) To endorse all items of payments which may come into Secured Party's hands payable to the Debtor; and

(v) To take control of any cash or non-cash proceeds of the Receivables.

Should the proceeds from the liquidation of the Receivables be insufficient to pay all sums owing by Debtor to Secured Party, Debtor hereby covenants and agrees to pay any deficiency to the Secured Party and if the Secured Party employs counsel for the purpose of effecting collection of any monies due hereunder (whether or not the Secured Party has retaken the Receivables or any part hereof) or for the purpose of recovering the Receivables, or for the purpose of protecting Secured Party's interest because of any default of Debtor, Debtor agrees to pay reasonable attorney's fees and such attorney's fees shall be a lien on the Receivables herein and the proceeds thereof. The Secured Party may require Debtor to assemble the Receivables and make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties. Nothing in this Security Agreement shall require Secured Party to liquidate the Receivables prior to proceeding against the Debtor or any guarantor hereof. All rights and remedies hereunder are cumulative and not exclusive and a waiver by the Secured Party of any breach by Debtor of the terms, covenants, and conditions hereof shall not constitute a waiver of future breaches or defaults; and no failure or delay on the part of the Secured Party in exercising any of its options, powers, rights or remedies, or partial or single exercise thereof, shall constitute a waiver thereof.

5. Debtor hereby waives the right of a trial by jury in any action or proceeding by either party, or assigns, arising out of the subject matter of this Security Agreement, the Receivables, or the Agreements or other obligation secured hereby. This Security Agreement may not be changed, modified or discharged, in whole or in part, and no right or remedy of the Secured Party hereunder or as a secured party under the Uniform Commercial Code may be waived by the Secured Party unless such change, modification, discharge or waiver is in writing and signed on behalf of the Secured Party by one of its duly authorized officers. All prior representations and agreements are merged in this Security Agreement. The rights and benefits of the Secured Party hereunder shall inure to the benefit of its successors and assigns.

6. Forbearance or indulgence by the Secured Party in any regard whatsoever shall not constitute a waiver of the covenant and condition. In the event any portion of this Security Agreement is invalid for any reason whatsoever, the parties agree that the agreement shall remain binding between them except for such invalidated portion. This Security Agreement and the rights and obligations of the Secured Party and Debtor hereunder shall be governed by and construed in accordance with the laws of the State of California.

If the security interest has not previously been released, upon termination of the Agreements and the satisfaction of all obligations of Debtor thereunder, Secured Party shall release its security interest in the Receivables and this Security Agreement shall thereupon be without further effect.

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed as of the date written below.

Dated: 5 Sept, 1990

DEBTOR:

INFOCHIPS SYSTEMS, INC.
2840 San Tomas Expressway
Suite 200
Santa Clara, CA 95054

By: [Signature]

Title: President

SECURED PARTY:

LEASE MANAGEMENT SERVICES, INC.
2500 Sand Hill Road
Suite 101
Menlo Park, CA 94025

By: [Signature]

Title: Executive Vice President

INFOCHIPS SYSTEMS INC.

EMPLOYEE PROPRIETARY INFORMATION AGREEMENT

As an employee of Infochips Systems Inc., its subsidiary or its affiliate (together, the "Company"), and in consideration of the compensation now and hereafter paid to me, I agree to the following:

1. Maintaining Confidential Information

a. Company Information. I agree at all times during the term of my employment and thereafter to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm or corporation without written authorization of the Company, any trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its clients, consultants, or licensees.

b. Former Employer Information. I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of my former or concurrent employers or companies, or any other person, and that I will not bring onto the premises of the Company any unpublished document or any property belonging to my former or concurrent employers or companies, or any other person, unless consented to in writing by said employers, companies, or other person.

c. Third Party Information. I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that I owe the Company and such third parties, during the term of my employment and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation (except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party) or to use it for the benefit of anyone other than for the Company or such third

party (consistent with the Company's agreement with such third party) without the express written authorization of the Company.

2. Retaining and Assigning Inventions and Original Works

a. Inventions and Original Works Retained by Me. I have listed in Section 7 hereof descriptions of any and all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company, belonging to me, which relate to the Company's proposed business and products, and which are not assigned to the Company.

b. Inventions and Original Works Assigned to the Company. I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and will assign to the Company all my right, title, and interest in and to any and all inventions, original works of authorship, developments, improvements or trade secrets which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company. I recognize, however, that assignment to the Company under this provision of any invention is subject to Section 2870 of the California Labor Code which reads as follows:

"(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer.

(2) Result from any work performed by the employee for the employer.

"(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and unenforceable."

I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," as the term is defined in the United States Copyright Act (17 USCA, Section 101).

c. Maintenance of Records. I agree to keep and maintain adequate and current written records of all inventions and original works of authorship made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

d. Inventions Assigned to the United States. I agree to assign to the United States government all my right, title, and interest in and to any and all inventions, original works of authorship, developments, improvements or trade secrets whenever such full title is required to be in the United States by a contract between the Company and the United States or any of its agencies.

e. Obtaining Letters Patent, Copyrights, and Mask Work Rights. I agree that my obligation to assist the Company to obtain United States or foreign letters patent, copyrights, or mask work rights covering inventions, works of authorship, and mask works, respectively, assigned hereunder to the Company shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate for time actually spent by me at the Company's request on such assistance. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign letters patent, copyrights, or mask work rights covering inventions or other rights assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyrights, and mask work rights with the same

legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have infringement of any patents, copyrights, or mask work rights resulting from any such application assigned hereunder to the Company.

f. Exception to Assignments. I understand that the provisions of this Agreement requiring assignment to the Company do not apply to any invention which qualifies fully under the provisions of Section 2870 of the California Labor Code. I will advise the Company promptly in writing of any inventions, original works of authorship, developments, improvements or trade secrets that I believe are exempt from assignment to the Company based upon the application of Section 2870 of the California Labor Code; and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. I understand that the Company will keep in confidence and will not disclose to third parties without my consent any confidential information disclosed in writing to the Company relating to inventions that qualify fully under the provisions of Section 2870 of the California Labor Code.

3. Conflicting Employment. I agree that, during the term of my employment with the Company, I will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to the Company.

4. Company Documents and Property. I agree that, at the time of leaving the employ of the Company, I will deliver to the Company (and will not keep in my possession or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to the Company, its successors or assigns. I further agree that any property situated on the Company's premises and owned by the Company, including desks, filing cabinets, or other storage or work areas, is subject to inspection by Company personnel at any time with or without notice. In the event of termination of my employment, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit A.

5. Representations. I agree to execute any proper oath or verify any proper document required to carry out the terms of this

Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.

6. General Provisions

a. Governing Law. This Agreement will be governed by the laws of the State of California.

b. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

c. Severability. 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.

d. Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

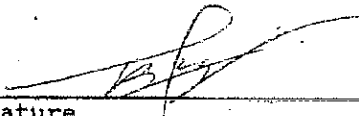
e. Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

f. Employment. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.

7. List of Inventions. Pursuant to Section 2(a) of this Agreement below is a list of my prior inventions and original works of authorship:

<u>Title</u>	<u>Date</u>	<u>Brief Description</u>
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IF NO PRIOR INVENTIONS OR ORIGINAL WORKS OF AUTHORSHIP ARE LISTED IN THIS SECTION 7, I HEREBY AFFIRM THAT THERE ARE NO SUCH INVENTIONS OR ORIGINAL WORKS OF AUTHORSHIP.



Signature

Vivian Hsiao

Name of Employee (typed or printed)

Dated: 1-16-92

ACCEPTED AND AGREED

INFOCHIPS SYSTEMS INC.

By: B. Hsiao

Title: Senior V.P.

Dated: Jan. 16, 1992

EXHIBIT A

TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any specifications, drawings, blueprints, reproductions, sketches, notes, reports, proposals, or copies of them, or other documents or materials, tools, equipment, or other property belonging to Infochips Systems Inc. (the "Company").

I further certify that I have complied with and will continue to comply with all of the terms of the Employee Proprietary Information Agreement signed by me with the Company, including the reporting of any inventions conceived or made by me covered by the Agreement.

I further agree that in compliance with the Employee Proprietary Information Agreement, I will preserve as confidential all proprietary, technical, and business information pertaining to the Company.

Date: _____

(Signature)

(Print Name)

NOTICE OF INTENT TO DISPOSE OF
COLLATERAL AT PRIVATE SALE

TO: Infochips Systems, Inc.
 21580 Stevens Creek Blvd. Suite 106
 Cupertino, CA 95014-1244 [Debtor]

 Infochips Systems, Inc.
 2840 San Tomas Expressway, Suite 200
 Santa Clara, CA 95054 [Debtor]

 InfoChip Incorporated
 1982 Zanker Road
 San Jose, CA 95112 [Debtor]

OBLIGATIONS: Equipment Financing Agreement dated January 13, 1989, and all loan documents, agreements, amendments, modifications, reaffirmations, and stipulations related thereto, entered into between Infochips Systems, Inc., as Debtor and Lease Management Services, Inc. as Secured Party.

 Master Equipment Lease Agreement No. 10281 dated January 13, 1989, and all lease documents, agreements, amendments, modifications, reaffirmations, and stipulations related thereto, entered into between Infochips Systems, Inc., as Lessee and Lease Management Services, Inc. as Lessor.

 Security Agreement dated September 5, 1990, executed by Infochips Systems, Inc. as Debtor, in favor of Lease Management Services, Inc. as Secured Party, and all loan documents, agreements, amendments, modifications, reaffirmations, and stipulations related thereto.

COLLATERAL: All rights to InfoChip's technology (including but not limited to IC-801, IC-106 and IC-105), including design technology, marketing rights, wafers, masks, completed chips and incomplete patent applications that pertain to the technology.

NOTICE IS HEREBY GIVEN that the above-described collateral will be sold by Lease Management Services, Inc., or its agents at a private sale held on or after April 29, 1993, to the highest bidder for cash, certified check or cashier's check, in lawful money of the United States, "as is" without representation or warranty of any kind, and without recourse, pursuant to Section 9504 of the California Uniform Commercial Code.

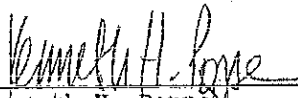
PLEASE TAKE FURTHER NOTICE that you may redeem the collateral by tendering to Lease Management Services, Inc., at the address set forth below no later than April 29, 1993, the outstanding amounts due and owing to Lease Management Services, Inc., including without limitation, late charges, attorney's fees, and costs of sale. The outstanding amounts due and owing may be ascertained by contacting Lease Management Services, Inc., at the telephone number set forth below.

PLEASE TAKE NOTICE THAT AFTER THE ABOVE-DESCRIBED COLLATERAL IS DISPOSED OF BY SALE, YOU MAY BE SUBJECT TO SUIT AND LIABILITY IF THE AMOUNT OBTAINED UPON DISPOSITION OF THE COLLATERAL IS INSUFFICIENT TO PAY ALL MONIES DUE.

Date of this Notice: April 19, 1993

Date of Mailing this Notice by regular and certified mail, return receipt requested:
April 19, 1993

By:


Kenneth H. Poppe
Credit Manager

INQUIRES CONCERNING THE CURRENT AMOUNT NECESSARY TO REDEEM THE COLLATERAL AND PAYMENTS TO REDEEM THE COLLATERAL SHOULD BE TENDERED TO :

Lease Management Services, Inc.
2500 Sand Hill Road, Suite 101
Menlo Park, California 94025
Attention: Kenneth Poppe
Telephone: (415) 854-9450



The Iremonger Company

Asset Based Consultant and Conversion Specialist

BUYER NO.

101

400A Lincoln Avenue
Alameda, California 94501

TEL. (510) 865-8661
FAX (510) 865-0905

Date 4-11-94

Name	KEN POPPY
Company Name	LEASE MANAGEMENT SERVICES, INC.
Address	2500 SAND HILL ROAD, SUITE 101
City, State, Zip	MENLO PARK, CA 94025
Phone Number	(415) 854-9450
Resale Number:	

SOFTWARE TECHNOLOGY FROM	Total sales at Auction	\$ 20,000.00
INFOCHIP, IC 801 & IC 8106	Tax	\$
WORK IN PROGRESS NOT COMPLETED	Total Due	\$ 20,000.00

CREDIT BID	Sign \$ 20,000.00	
☐ Check Number	Bank Number	\$

ALL SALES FINAL - ALL SALES "AS IS, WHERE IS"

EXHIBIT 4

AVT0000128

101

DEPOSIT ☐ Check ☐ Cash ☐ Charge



The Iremonger Company
Asset Based Consultant and Conversion Specialist

400A Lincoln Avenue
Alameda, California 94501

TEL (510) 865-8661
FAX (510) 865-0905

CALIFORNIA AUCTION LICENSE A0283

1. All bills must be paid at the conclusion of the sale.
2. No merchandise may be removed during the auction sale or prior to payment.
3. All items are sold AS IS, WHERE IS, without warranty or guarantee expressed or implied.
4. Auctioneer reserves the right to set bid increments; open, close, or reopen bidding; withdraw any item at any time; or reject any bid deemed not to be in the interest of the sale.
5. All items are to be removed by buyer or buyer's agents within 48 hours from conclusion of the sale. Buyer accepts full responsibility for damages caused by buyer or buyer's agents in removal of items.
6. All sales are deemed to be with reserve unless otherwise posted.
7. All sales are final.
8. Additional terms will be available at sale site and will be announced prior to start of sale.

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on's in Spring 1991
actual classroom teaching
exp. Filing deadline Apr 12
Send resume & transcripts
to: Henri Williston, HRSD,
753 Del Monte Ave-Rm 9,
So. S.F., CA 94080.

TEACHER/Preschool 21 ECE
FT, 510/yr - med. pension.
Start June. See Breere
Schl. Foster City 974-5437

TEACHER'S Aide Sunst-
tute needed for infant-tod-
dler cr. Morning & after-
noon shifts avail. Sat. dep.
on qualifications & exp.
349-4911 for more info.

TEACHER'S Aide. Pre-
school, some ECE units.
Afternoon, S.M. 244-8295

TEACHERS School-age (12
ECE units), 7am-4pm. Also
Infant Care incl. 3 ECE
units, 12-5pm. Quality day
care. Call Jane, 871-6534.

TELEMARKETING Reps.
Immediate openings for
energetic individuals.
Develop skills for enter-
tainment mgmt co. Exp. a +.
55hr - comm. 365-8918

SHOP with Classified Ads.

4350 - Antiques/Art

GAS PUMPS, 2 pic 1940
Wayne's, \$200 each.
582-3887

SAN FRANCISCO

GLASS, CHINA & POTTERY
SHOW & SALE

Returns to
THE HALL OF FLOWERS
San An. & Lincoln Way

APRIL 9 & 10
SAT. & SUN. 10am-5pm
Admission \$3.00

With this Ad \$2.50
Miracle Glass Repair
Walter Larsen, Director

WHITE w/ twin bed, gar-
land and hr decal. Com-
plete \$1500. 592-0929 pm

4220 - Antiques/Art

Wanted

TOP CASH FOR JEWELRY
Silver, jewelry, art, rugs,
anything! (415) 353-0443

4230 - Auction Sales

SECURED CREDITOR ORDERS SOLD
AT PUBLIC AUCTION
MONDAY APRIL 11, 1994
SALE TIME 10:00 AM
INSPECTION 9:00 AM
SALE ADDRESS:
2500 SAND HILL ROAD
SUITE 101
MENLO PARK, CA

SOFTWARE TECHNOLOGY BELONGING TO INFOCHIP,
INC. WILL BE SOLD AT PUBLIC AUCTION. THE SOFT-
WARE PRODUCTS IC-801 AND IC 106 WILL BE
OFFERED TO THE HIGHEST BIDDER. THE SOFTWARE
IS IN THE DEVELOPMENTAL STAGE AND PERTAINS TO
DATA AND IMAGE COMPRESSION TECHNOLOGY.

FOR DETAILS PLEASE CALL
1-800-745-4TIC
THE TREMONGER COMPANY
400A LINCOLN AVENUE
ALAMEDA, CA 94501
CA BOND 7238595

4310 - Furniture and Appliances

APPLIANCES
Nicks - Dents - Scratch
SAVINGS TO 50%
Over 100 in stock
DAVIER APPLIANCE
1580 El Camino, RWC

ART Deco DR set; vanity;
cups; chns cab-B.O. Leth.
sola set \$350; leath sofa &
chr \$600. Moving. 712-1714

BED, boxspring, metal
frame, California king.
\$750/b.o. 802-0342

BEDROOM set, bunkbeds,
dresser & desk. Dark wood.
Gd cond. \$150. 574-2760

BEDS New Twin/Full 547.
Queen/King 573. Bunkbeds
\$99. 510-745-0900 EP Co.

BRASS bed, on-size, compl.
w/frm onno man set, never
used, still boxed. Must sell
\$250 cash. 343-7233

4310 - Furniture and Appliances

BUNK Bed, 1 yr. old, white
cond/modern. Excellent!
\$40.6275. Call 591-1301

CONSOLE-Radio & Record
Player, 8 track incl. \$50.
Record/TV Cabinet \$25.
Good condition. 873-5292

COUCH Like New. Black
ribbed silk material.
\$300BO. 365-9356

DAYBED w/ dresser. Compl.
w/lyng & mattress. Never
used, still boxed. Must sell
\$250 cash. 343-7233

DAYBED w/rt & drays.
Complote w/box spring &
Simmons mattress. Exc.
cond. \$150. 593-4523

DESIGN Cantier sed plush
high-sided chair & large
ottoman. \$400. 370-8200

DESKS, File Cabinets and
Receptionist Desk
All new. Call 344-0672

4350

ATHERTON 190 El Camino
Real Sat-Sun. 9-5. Multi-
tarray. Lots of good quality
items & women's clothes.

ATHERTON KSA Moving
Sale, 97 Larch, 3 st Green-
oaks. Middlefield/Jamess/
Greenoaks. Thurs 2-5, Fri
12-5. DR incl. buffet, feather
wood, china, BR, L.R. gr.

BELMONT Garage Sale.
Sat. April 9, 9-4. Refrig, 1420
bed, framed art, furn, and
lots more. 5 Julia Ct. off
Malcolm - near The Vans

BELMONT MOVING SALE:
Brass trundle bed, TV &
stereo cabinet, antique
desk, folding table & chrs,
Botan waterbed & many
more items. Sat 11-5; Sun
9-5. 2949 Monte Cressa Dr.

BURLINGAME Moving
Sale, Furn., appliances.
Sat-Sun 9-4. 1536 Caroli.

BURLINGAME moving sale,
lots of office supplies &
furniture shopping supplies,
laminates, upholstery,
assorted tools & equipment
Fri-Sat. 7:30am - 3:30pm.
257 Mainm Road.

BURLINGAME 1424 San-
cruz at El Camino. Sat 4/9
8am-10am. Furn, books,
bed, misc. Two family

BURLINGAME Estate sale.
All must go. Sat-Sun 10-4.
733 Neuchatel (Oak Grove)

BURLINGAME 481 Rollins.
Moving Sale, Everything
must go. Sat-Sun 9-4

DAILY CITY 4342-4362 Cal-
tan Bl. 4/9, 10-4pm. 5 Fair-
ly Never used items, etc.

EL GRANADA Sat. 4:30-2
Antiques, table saw & misc.
400 San Juan Street.

FOSTER CITY Moving Sale
1674 El. Kings Ln. Sat Apr 9,
9-2. 1 cav only. Much stuff!

FOSTER CITY Moving Sale,
53 yrs. accumulation a la C.
Can't take it all so let's
deal. Sat-Sun. April 10,
9-4. 1723 Sutton Park Blvd.

HILLSBOROUGH Sat-Sun
4/9-10, 9-3. Home furn-
ish 20 Loma-x. Toon Clark

MENLO PARK Sat 4/9, 9-4
2054 Borden. Sports equip,
jewelry, wicker, tools-etc

MILLBRAE 1180 Glenwood
Dr. Fri/Sat Apr 8 & 9, 9-4.
auto stuff/free! saw-mach
10-402 bike - much more.

MILLBRAE 655 Piedrastr-
ion Sat-Sun 4/9 & 10, 10-3.
2 twin BR sets, king BR set,
complate; oak stereo/TV
cab, clothes, jewelry, misc.

MILLBRAE Just married -
Just moved. Too much stuff
Furn/crystal/fish tanks/etc
Crafts too. 50 Hermosa Ave
off El Camino. Sat-Sun 9-4

MILLBRAE Multi fam: Avon,
clothes, emptied storage unit
Fri/Sat 8-3, 1145 Glenwood
(52 bag sale 4/9 at 12:30)

MILLBRAE Multi-family.
Furn., Avon, knick-knacks.
Apr. 8-9, 9-4, 80 Dumont.

MILLBRAE Multi Family
Yard Sale, Sat only 9-5.
1005 Magnolia Ave.

MILLBRAE Sat. 8-4.
BIG GARAGE SALE!
1300 El Camino.

MILLBRAE Three Family
Yard Sale, April 9 & 10, 9-4.
462 Bayview, South of San
Bruno Park. Collectibles,
sports cards, kids clothes
HOVS. No 03rv birds

4350

ATHERTON 190 El Camino
Real Sat-Sun. 9-5. Multi-
tarray. Lots of good quality
items & women's clothes.

ATHERTON KSA Moving
Sale, 97 Larch, 3 st Green-
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Greenoaks. Thurs 2-5, Fri
12-5. DR incl. buffet, feather
wood, china, BR, L.R. gr.

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lots more. 5 Julia Ct. off
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stereo cabinet, antique
desk, folding table & chrs,
Botan waterbed & many
more items. Sat 11-5; Sun
9-5. 2949 Monte Cressa Dr.

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lots of office supplies &
furniture shopping supplies,
laminates, upholstery,
assorted tools & equipment
Fri-Sat. 7:30am - 3:30pm.
257 Mainm Road.

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8am-10am. Furn, books,
bed, misc. Two family

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All must go. Sat-Sun 10-4.
733 Neuchatel (Oak Grove)

BURLINGAME 481 Rollins.
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9-2. 1 cav only. Much stuff!

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53 yrs. accumulation a la C.
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HILLSBOROUGH Sat-Sun
4/9-10, 9-3. Home furn-
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2054 Borden. Sports equip,
jewelry, wicker, tools-etc

MILLBRAE 1180 Glenwood
Dr. Fri/Sat Apr 8 & 9, 9-4.
auto stuff/free! saw-mach
10-402 bike - much more.

MILLBRAE 655 Piedrastr-
ion Sat-Sun 4/9 & 10, 10-3.
2 twin BR sets, king BR set,
complate; oak stereo/TV
cab, clothes, jewelry, misc.

MILLBRAE Just married -
Just moved. Too much stuff
Furn/crystal/fish tanks/etc
Crafts too. 50 Hermosa Ave
off El Camino. Sat-Sun 9-4

MILLBRAE Multi fam: Avon,
clothes, emptied storage unit
Fri/Sat 8-3, 1145 Glenwood
(52 bag sale 4/9 at 12:30)

MILLBRAE Multi-family.
Furn., Avon, knick-knacks.
Apr. 8-9, 9-4, 80 Dumont.

MILLBRAE Multi Family
Yard Sale, Sat only 9-5.
1005 Magnolia Ave.

MILLBRAE Sat. 8-4.
BIG GARAGE SALE!
1300 El Camino.

MILLBRAE Three Family
Yard Sale, April 9 & 10, 9-4.
462 Bayview, South of San
Bruno Park. Collectibles,
sports cards, kids clothes
HOVS. No 03rv birds

WHEN you have sent
to sell, dial 343-44
place a quick ad;
cost Times Classified

Mr. Ke
1070

BILL OF SALE

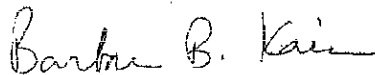
FOR VALUE RECEIVED, Lease Management Services, Inc. hereby transfers, sells and assigns to Beng-Yu (Bob) Woo ("Purchaser"), all of its right, title, and interest in and to the following assets, free and clear of any liens and interests:

1. The IC801, IC106 technologies and related patent applications.
2. All designs, inventions, patent applications, proprietary intellectual rights and trade secrets which are the basis for or incorporated in the IC801 and IC106 technologies.
3. All records containing or pertaining to the IC801, IC106 technologies and related patent applications, on any media, including, but not limited to, all prints, drawings, engineering specifications, engineering notebooks, and project books and records.

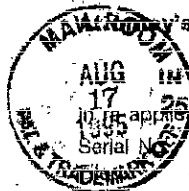
The assets transferred hereunder are transferred "AS IS, WHERE IS, and WITH ALL FAULTS".

Date: 3/6/95

Lease Management Services, Inc.



By: Barbara B. Kaiser
Executive Vice President & General Manager
Lease Management Services, Inc.
2500 Sand Hills Road, Suite 101
Menlo Park, CA 94025



Application's Docket No. SS-673-01

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: Beng-yu Woo, et al.

Serial No. 0 8/437,276

Group No.:

May 8, 1995

Examiner:

For: Full-Duplex Single-Chip Video Codec with Simultaneous Digital Compression and Decompression

Commissioner of Patents and Trademarks
Washington, D.C. 20231

PETITION AND FEE FOR EXTENSION OF TIME (37 CFR 1.136(a))

- This is a petition for an extension of the time for a total period of one months to
 10 Notice to File Missing Parts of Application
 Filing Date Granted

(indicate matter being extended)

NOTE: "Extensions of Time in Patent Cases (Supplement Amendments)--If a timely and complete response has been filed after a Non-Final Office Action, an extension of time is not required to permit filing and/or entry of an additional amendment after expiration of the shortened statutory period.

If a timely response has been filed after a Final Office Action, an extension of time is required to permit filing and/or entry of a Notice of Appeal or filing and/or entry of an additional amendment after expiration of the shortened statutory period unless the timely-filed response placed the application in condition for allowance. Of course, if a Notice of Appeal has been filed within the shortened statutory period, the period has ceased to run." Notice of December 10, 1985 (1061 O.G. 34-35).

NOTE: See 37 CFR 1.645 for extensions of time in interference proceedings and 37 CFR 1.550(c) for extensions of time in reexamination proceedings.

- A response in connection with the matter for which this extension is requested:

- ☒ is filed herewith.
☐ has been filed.

CERTIFICATE OF MAILING/TRANSMISSION (37 CFR 1.8(a))

I hereby certify that this correspondence is, on the date shown below, being:

MAILING

☒ deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231

FACSIMILE

☐ transmitted by facsimile to the Patent and Trademark Office

Date: 8-14-95

Signature
Debra L. Czapski
(type or print name of person certifying)

(Petition and Fee for Extension of Time (37 CFR 1.136(a)) [11-2]—page 1 of 3)

(complete the following, if applicable)

NOTE: The PTO accepts the filing of a continuing application as a response under 37 CFR 1.136 and 1.137. To facilitate processing in such a case the petition for extension of time should specifically refer to the filing of a continuing application and also include an express abandonment of the prior application conditioned upon the granting of the petition and the granting of a filing date to the continuing application. Notice of May 13, 1983, 1031 O.G. 11-12.

- ☐ The response is the filing of a continuation application having an express abandonment conditioned on the granting of a filing date to the continuing application.

3. Applicant is

- ☐ a small entity. A verified statement:
- ☐ is attached.
 - ☐ was already filed.
- ☒ other than a small entity.

4. Calculation of extension fee (37 CFR 1.17(a)-(d)):

Extension (months)	Fee for other than small entity	Fee for small entity
☒ one month	\$ 110.00	\$ 55.00
☐ two months	\$ 370.00	\$185.00
☐ three months	\$ 870.00	\$435.00
☐ four months	\$ 1,360.00	\$680.00
	Fee	\$110.00
		Fee \$ 110.00

If an additional extension of time is required please consider this a petition therefor.

(check and complete the next item, if applicable)

- ☐ An extension for _____ months has already been secured and the fee paid therefor of \$ _____ is deducted from the total fee due for the total months of extension now requested.

Extension fee due with this request \$ 110.00

5. Extended period for response

Based on the extension requested in this petition (and that for which a previous petition has been filed, if any) the extended period for response will expire on 8-13-95
(date)

6. Fee Payment

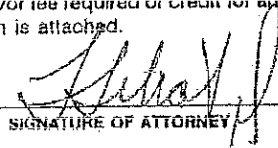
NOTE: If there is a fee deficiency and there is no authorization to charge an account, additional fees are necessary to cover the additional time consumed in making up the original deficiency. If the maximum, six-month period has expired before the deficiency is noted and corrected, the application is held abandoned. In those instances where authorization to charge is included, processing delays are encountered in returning the papers to the PTO Finance Branch in order to apply these charges prior to action on the cases. Authorization to charge the deposit account for any fee deficiency should be checked. See the Notice of April 7, 1986; 1065 O.G. 31-33.

- ☒ Attached is a check in the sum of \$110.00.
- ☒ Charge Account 19-0310 for any additional extension and/or fee required or credit for any excess fee paid.
- ☐ Charge fee to Account No. _____ and this is a request to charge for any additional extension and/or fee required or credit for any excess fee paid. A triplicate copy of this petition is attached.

Dated: 8-14-95

Reg. No.: 22,611

Tel. No.: (408) 358-7733
Fax No.: (408) 358-7720


SIGNATURE OF ATTORNEY

THOMAS E. SCHATZEL

(type or print name of attorney)

LAW OFFICES OF
THOMAS E. SCHATZEL
A PROFESSIONAL CORPORATION
16400 LARK AVENUE, SUITE 300
LOS GATOS, CA 95032

DECLARATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name,

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

FULL DUPLEX SINGLE-CHIP VIDEO CODEC WITH SIMULTANEOUS DIGITAL
COMPRESSION AND DECOMPRESSION

the specification of which

☐ is attached hereto.

☒ was filed on May 8, 1995 as Application Serial
No. 08/437,276 and was amended on _____
(if applicable)

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37, Code of Federal Regulations, §1.56 and which is material to the examination of this application, namely, information where there is a substantial likelihood that a reasonable examiner would consider it important in deciding whether to allow the application to issue as a patent

_____ and in compliance with this duty there is attached an information disclosure statement in accordance with 37 CFR 1.98.

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate or of any PCT international application(s) designating at least one country other than the United States of America listed below and have also identified below any foreign application(s) for patent or inventor's certificate or any PCT international application(s) designating at least one country other than the United States of America filed by me on the same subject matter having a filing date before that of the application(s) of which priority is claimed;

☒ no such applications have been filed.

_____ such applications have been filed as follows.

A. Prior Foreign/PCT Application(s) filed within 12 months
(6 months for Design) prior to this Application
and, any Priority Claims under 35 U.S.C. §119:

Priority Claimed

_____ (Number)	_____ (Country)	_____ (Day/Month/Year Filed)	☐ Yes	☐ No
_____ (Number)	_____ (Country)	_____ (Day/Month/Year Filed)	☐ Yes	☐ No
_____ (Number)	_____ (Country)	_____ (Day/Month/Year Filed)	☐ Yes	☐ No

Continued

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter to each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

(Application Serial No.)	(Filing Date)	(Status: patented, pending, abandoned)
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(Application Serial No.)	(Filing Date)	(Status: patented, pending, abandoned)
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Address all correspondence to:

LAW OFFICES OF THOMAS E. SCHATZEL
A Professional Corporation
16400 Lark Avenue, Suite 300
Los Gatos, California 95032-2547

Address all telephone calls to Thomas E. Schatzel at telephone No.
(408) 358-7733.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of
sole or first inventor: BENG-YU (NMI) WOO

Inventor's Signature: Beng-Yu Woo Date: Aug 7, 1995

Residence: 13160 Avila Court
Los Altos Hills, CA 94022

Citizenship: United States

Post Office Address: 13160 Avila Court
Los Altos Hills, CA 94022

Full name of
second joint inventor: XIAOMING (NMI) LI

Second Inventor's Signature: Xiaoming Li Date: 8/7/95

Residence: Yorkridge Apartments, No. 1C
Yorktown Heights, NY 10598

Citizenship: Peoples Republic of China

Post Office Address: Yorkridge Apartments, No. 1C
Yorktown Heights, NY 10598

Full name of
third joint inventor: VIVIAN (NMI) RSIUN
Third Inventor's Signature: Vivian (NMI) RSIUN by co-inventor Date: Aug 9, 1995
Aug 9, 1995 (NMI) (NMI)
Residence: 3808 Corina Way
Palo Alto, CA 94303
Citizenship: United States
Post Office Address: 3808 Corina Way
Palo Alto, CA 94303



PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : B. WOO, ET AL.

Group Art Unit:

Serial No.: 08/437,276

Examiner :

Filed: : 05/08/95

Attorneys Docket No.:
SS-673-01

For : FULL-DUPLEX SINGLE-CHIP VIDEO CODEC WITH
SIMULTANEOUS DIGITAL COMPRESSION AND DECOMPRESSION

COMMISSIONER OF PATENTS
AND TRADEMARKS
Washington, D.C. 20231

Date of this Paper:
August 14, 1995

DECLARATION IN SUPPORT OF PETITION
PURSUANT TO 37 C.F.R. 1.47(a)

I, Richard Cortez, declare as follows:

1. I am Office Manager of AVC Technology, Inc.
2. On Friday, July 7, 1995, I contacted Vivian Hsiun by telephone and advised her that I had a patent application for her to review and execute and an assignment of her interests in the patent application. We agreed that I would call her on Monday, July 10, 1995, a.m., to set up a specific time and place to meet.
3. On Monday, July 10, 1995, at approximately 8:30 a.m., I attempted to contact Ms. Hsiun by telephone at both her residence and employer. I left a message at both places that we would meet at Mail Boxes Etc., 1030 El Camino Real, at noon. At 11:15 a.m., I left

messages on Ms. Hsiun's voice mail and answering machine confirming the meeting. At noon I appeared at Mail Boxes Etc. and waited approximately twenty minutes, but Ms. Hsiun did not appear. At approximately 1:00 p.m. I placed calls for her at both her residence and employer stating the desire to have the patent application documents signed. At 4:45 p.m., I left another message on her voice mail asking Ms. Hsiun to call me at home so that I could reschedule a meeting to receive the executed patent application documents. At 8:15 p.m., I called again. At 9:30 p.m., I called again and she agreed that if I met her at 10:30 p.m. at her employer, she would sign the documents and provide them to me. I and a Notary Public, then met with Ms. Hsiun at her employer. Ms. Hsiun was delivered a ~~complete~~ ^{declaration and assignment re} copy of the patent application, including drawings, written ~~specification, claims and declaration~~ as had been sent to the U.S. Patent and Trademark Office and awarded serial number 08/437,276, and filing date of May 8, 1995. Ms. Hsiun was also provided with a copy of the assignment. Ms. Hsiun reviewed the documents in my presence. Ms. Hsiun refused to execute the declaration or assignment and requested that all the documents be left with her. I complied. Ms. Hsiun and I agreed to meet on Tuesday, July 11, 1995 at noon so I could receive the executed documents. ^{And let her review the complete patent application that I would bring to the July 11th meeting. re}

4. On July 11, 1995, at approximately 9:45 a.m., I received a voice mail from Ms. Hsiun that she was refusing to sign any of the documents associated with the application. I called her and asked her to reconsider. At approximately 10:10 a.m., I received another message from her that she would not execute any of the documents.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information or belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Dated X August 4, 1995

X RLC
RICHARD CORTEZ, DECLARANT