

February 4, 2002

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BY ELECTRONIC MAIL

Damjan Lampret
OpenCores.org

Re: OpenCores' MIPS-related Core Offerings: "MIPS-lite" and
"Yellow Star (MIPS R3000)"

Dear Mr. Lampret:

This letter follows up on certain issues raised in an earlier letter to you from John Bourgoïn, CEO of MIPS Technologies, Inc. ("MIPS Technologies"), regarding OpenCores' offerings and the infringement of MIPS Technologies' intellectual property rights. Specifically, we are concerned by your organization's recent release of its so-called "MIPS-lite" and "Yellow Star (MIPS R3000)" cores. The descriptions of both cores, as found at OpenCores' website, violate the trademark rights of MIPS Technologies. Additionally, the MIPS-lite description violates the copyright rights of MIPS Technologies. Finally, the cores themselves, which reportedly support the MIPS I™ instruction set (MIPS-lite) and "all MIPS instructions" (Yellow Star (MIPS R3000)), appear to violate the patent rights of MIPS Technologies.

As an initial matter, OpenCores' use of the term "MIPS-lite" to designate its offering is a violation of MIPS Technologies' trademark rights. OpenCores has no authorization to create marks that are derivative of the trademarks of MIPS Technologies. "MIPS-lite" is an unauthorized derivative mark and OpenCores' use of this derivative mark violates both United States and foreign laws. Please immediately cease use of this term in connection with any OpenCores' offerings.

The OpenCores website is replete with other violations of the trademark rights of MIPS Technologies as well. As recently as two weeks ago, for example, OpenCores was using the "MIPS32" mark in connection with its MIPS-lite offering. A recent check of the OpenCores website indicates that OpenCores is now using the "MIPS" and "MIPS I" marks in connection with the same offering, and the "MIPS" and "R3000" marks with its Yellow Star offering. Moreover, the OpenCores website now also includes an unauthorized deep link to MIPS32 documentation provided on the MIPS Technologies website. Use of these marks by OpenCores is itself a violation of the

trademark rights of MIPS Technologies. But, OpenCores' failure to clearly disclaim any association with MIPS Technologies in connection with the wrongful use of the marks and its unauthorized deep link to MIPS Technologies' website also creates a false impression of association with and endorsement by MIPS Technologies. This false impression has the potential to cause significant harm to the reputation of MIPS Technologies and the company's widely-licensed families of processor cores and architectures. Hence, please immediately cease use of all trademarks of MIPS Technologies, terminate all links to MIPS Technologies' website and clearly disclaim any association with MIPS Technologies whatsoever.

In addition to creating the false impressions noted above, OpenCore's unauthorized deep link to MIPS Technologies' website facilitates unlawful distribution and reproduction of our copyrighted work entitled, MIPS32™ Architecture for Programmers Volume II: The MIPS32™ Instruction Set. By creating this link, OpenCores is in breach of the "Terms of Use" of the MIPS Technologies website (copy enclosed). Moreover, OpenCores' link results in contributory copyright infringement by facilitating unlicensed distribution and reproduction of the work. For these reasons as well, we again request that OpenCores immediately terminate all links to MIPS Technologies' website.

Unfortunately, OpenCores' violation of these trademark and copyright rights is not the only concern raised by the recent OpenCores offerings. Based upon statements on the OpenCores website, it appears that OpenCores is aware of the existence of a potential violation of other intellectual property rights of MIPS Technologies. In fact, in describing both its "MIPS-lite" and "Yellow Star (MIPS R3000)" offerings, OpenCores states: "This 'clean room' implementation of a MIPS CPU does not negate MIPS Technologies, Inc.[']s rights in] their trademark, copyrights, or patents." Despite this recognition, OpenCores seems to be under the mistaken impression that its posting of code (and making such code available for download) on its website does not cause problems with respect to the intellectual property rights of MIPS Technologies. For example, in the "FAQ" section of its website, OpenCores states that: "If at all possible, try not to violate patents or copyrights. If you are unsure, place a big warning with your core, stating which patents/copyrights it might violate. Most of the time, there is no harm done by placing a core that might violate patents/copyrights on the OpenCores web page. However, implementing such a core, might cause big trouble!" While OpenCores is correct that "implementing such a core" may cause trouble with respect to the intellectual property rights of others, OpenCores is incorrect when it states that "placing a core that might violate patents/ copyrights on the OpenCores web page" does not create the same problem. To the contrary, placing such a core on the website would violate the subject intellectual property rights just as implementing such a core would do.

As you might be aware, MIPS Technologies has several United States and International Patents which cover various aspects of the MIPS ISA along with a number

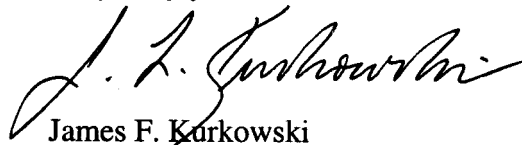
Damjan Lampret
OpenCores.org
February 4, 2002
Page 3 of 3

of implementation features that are typically employed in devices which support the MIPS ISA. In total, MIPS Technologies owns the rights to more than 60 issued United States Patents along with numerous pending patent applications. MIPS Technologies also owns the rights to numerous international counterparts to these United States Patents and applications. MIPS Technologies will aggressively protect its intellectual property rights and the valuable rights that its licensees have acquired through license agreements with MIPS Technologies. While MIPS Technologies has not yet reviewed in detail the files for the RISC cores that you and your organization are making available to the public, our initial review raises serious concerns that MIPS Technologies' patent rights are infringed by the offering.

We would welcome the opportunity to discuss this matter with you and your colleagues, Steve Rhoads and Charles Brej. Please let me know if you would like to attend a meeting at MIPS Technologies. In the interim, we would appreciate your addressing the issues raised in this letter by taking the action requested above. We would also be pleased to review any analysis you may have undertaken in connection with our patent portfolio. As you can appreciate, MIPS Technologies cannot and will not allow any organization or individual to infringe the valuable intellectual property rights of the company. That said, we prefer to resolve any potential disputes on a direct and personal level. Resolutions achieved this way are typically the most satisfying and lasting. We are hopeful that any potential dispute between OpenCores and MIPS Technologies can be resolved directly and immediately.

I look forward to your response.

Very truly yours,



James F. Kurkowski
Director of Intellectual Property
MIPS Technologies, Inc.

Encl.: As noted.

cc (w/encl.): Charles Brej
Steve Rhoads

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