

FORM PTO-1596
1-31-92

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Docket No.: 60103-0014

PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereto:

1. Name of Conveying Party(ies):

FlowStorm, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes

3. Nature of Conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other Asset Purchase Agreement with attachments.

Execution Date: December 16, 2002

2. Name and address of receiving party(ies):

Name: NEC Electronics America, Inc.

Internal Address: _____

Street Address: 2880 Scott Boulevard

SC 3700

City: Santa Clara State/Country CA ZIP: 95050

Additional name(s) & address(es) attached? ☐ Yes

4. Application number(s) or patent number(s): 10/254,377

If the document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No(s).

Application Serial No. 10/254,377 filed 9/24/02

B. Patent No(s).

Additional numbers attached? ☐ Yes

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Hickman Palermo Truong & Becker LLP

Internal Address: _____

Street Address: 1600 Willow Street.

City: San Jose State: CA Zip: 95125

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)

\$40.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

50-1302

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Bobby K. Truong, Reg. No. 37,499

May 10, 2004

Name and Registration No. of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

CMB No. 0851-0011 (exp. 4/94)

CH \$40.00 601302 10264377

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PATENT
REEL: 014614 FRAME: 0956

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "*Agreement*") is made as of December 16, 2002 (the "*Effective Date*"), by and between Dreyer & Company, Inc., a California corporation ("*Seller*"), and NEC Electronics America, Inc., a California corporation ("*Buyer*").

RECITALS

Flowstorm Inc. transfers ownership of assets to Seller

WHEREAS, by resolution of its board of directors ("*Board*"), as set forth in the minutes of the November 20, 2002, meeting of the Board of FlowStorm, Inc., a Delaware corporation ("*Assignor*") attached hereto as Exhibit A, Assignor has transferred ownership of all its rights, title and interest in and to all of its tangible and intangible assets ("*Assets*") to Seller, and in so doing has also designated Seller to act, pursuant to Sections 493.010, 493.030(a), 1204, 1204.5, 1800, 1801, and 1802 of the California Code of Civil Procedure, and under other applicable law, as the Assignee for the Benefit of Creditors of Assignor. The General Assignment, dated as of November 20, 2002 ("*General Assignment*") between Assignor and Seller is attached hereto as Exhibit B.

WHEREAS, Buyer desires to purchase and Seller desires to sell to Buyer, on the terms and conditions set forth herein, those certain assets of Seller defined in Section 1.2 below (the "*Purchased Assets*").

WHEREAS, Seller and Buyer have no prior affiliation and are entering into this Agreement following arms' length negotiations conducted in good faith. Seller has conducted an evaluation of the Purchase Price (as defined in Section 2.1 herein) for the Purchased Assets and the parties hereto agree that the Purchase Price is reasonably equivalent to the fair value of the Purchased Assets.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, agreements, representations and warranties hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby agree as follows:

AGREEMENT

1. PURCHASE AND SALE OF PURCHASED ASSETS.

1.1 Agreement to Sell and Purchase Purchased Assets. Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and covenants set forth in this Agreement, Seller agrees to sell, assign, transfer and convey to Buyer at the Closing (as defined in Section 2.3 below), and Buyer agrees to purchase and acquire from Seller at the Closing, all of Seller's right, title and interest in and to all of the Purchased Assets, free and clear of all liens, claims and encumbrances (except for the Assumed Liabilities, as defined in Section 3.1).

[MSH\APM\440762.1]
Gray Cary\EM\7129741.1
615771-900000

1.2 Purchased Assets Defined. As used in this Agreement, the term "***Purchased Assets***" means, collectively, all of Seller's right, title and interest in and to the following Assets including, but not limited to, those assets set forth on Schedule 1.2 hereto:

(a) All tangible assets of Assignor, including but not limited to computers and servers;

(b) All rights in and to all intellectual property of Assignor including, without limitation, trademarks and all associated good will, trade names, brand names, patents and patent applications, copyrights, process know how and trade secrets, mask work, moral and other intellectual property rights as may now and/or hereafter come into existence, and all registrations and applications therefore and renewals, continuations, divisions and extensions thereof, regardless of whether such rights arise under the laws of the United States or any other state, country, or jurisdiction (including, but not limited to, those listed on Schedule 1.2(b) attached hereto);

(c) All software of Assignor, including all rights in and to all software of Assignor, and all rights related thereto;

(d) All corporate and business names of Assignor and all assets related thereto; and

(e) All domain names of the Assignor, all rights in and to the domain names of the Assignor, and all assets related thereto.

1.3 Asset Transfer; Passage of Title; Delivery.

(a) **Title Passage.** Except as otherwise provided in this Section, upon the Closing, title to the Purchased Assets shall pass to Buyer. Upon Closing, (i) Seller shall make available to Buyer possession of all of the Purchased Assets as provided in subsection 1.3(b), provided, however, that Buyer shall bear all costs and expenses of retrieving and removing the Purchased Assets, and shall deliver to Buyer proper assignments, conveyances and bills of sale, including but not limited to, the Assignment, Bill of Sale and Assumption Agreement in the form of Exhibit C attached hereto (the "***Assignment, Bill of Sale and Assumption Agreement***"), sufficient to convey to Buyer title to all the Purchased Assets, subject to the Assumed Liabilities, in accordance with Sections 1.1 and 1.3 of this Agreement, as well as such other instruments of conveyance as counsel for Buyer may reasonably deem necessary (both at and after the Closing) to effect or evidence the transfers contemplated hereby.

(b) **Availability of Purchased Assets.** The Purchased Assets and all documents to be provided by Seller to Buyer pursuant to this Agreement shall be made available to the Buyer at the Seller's principal place of business, or at such other location as shall be mutually acceptable to the parties, for pickup by Buyer. Seller shall cooperate with all reasonable requests of Buyer regarding arrangements to pickup the Purchased Assets.

1.4 Disclaimer of Warranties. SELLER'S TRANSFER OF THE PURCHASED ASSETS IS ON AN "AS IS, WHERE IS" BASIS AND SELLER DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES WHETHER EXPRESS OR

IMPLIED. SELLER MAKES NO IMPLIED REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND NO OTHER IMPLIED WARRANTIES WHATSOEVER.

2. PURCHASE PRICE; PAYMENTS.

2.1 Purchase Price. In consideration of the sale, transfer, conveyance and assignment of all the Purchased Assets to Buyer at the Closing, Buyer shall, as of the Closing, assume the Assumed Liabilities and shall pay to Seller the aggregate sum of \$50,000.00 (the "Purchase Price"). The Purchase Price shall be payable as follows: \$50,000.00 shall be paid in cash at the Closing.

2.2 Allocation and Characterization of Purchase Price.

(a) Purchase Price. Buyer and Seller have agreed to an allocation of the Purchase Price among the Purchased Assets in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended. Such allocation shall be attached as Exhibit D to this Agreement. Seller and Buyer shall each be responsible for the preparation of its own Section 1060 statements and forms in accordance with applicable tax laws, and each shall execute and deliver to each other such statements and forms as are reasonably requested by the other party.

(b) Consistent Treatment and Characterization of Amounts. For all tax purposes, Buyer and Seller agree to report the transactions contemplated in this Agreement in a manner consistent with Exhibit D, and will not take any position inconsistent therewith in any federal, state, or local tax return, refund claim, litigation or otherwise, unless required to do so by a governmental authority. Seller and Buyer shall cooperate concerning all tax matters, including, but not limited to, the filing of tax returns and other governmental filings associated therewith.

2.3 Closing. The consummation of the purchase and sale of the Purchased Assets contemplated hereby will take place at a closing to be held at the offices of Seller (the "Closing"), on December 26, 2002 (the "Closing Date"), or at such other time or date, and at such place, or by such other means of exchanging documents, as may be agreed to by the parties hereto. If the Closing does not occur on or prior to December 31, 2002, or such later date upon which Buyer and Seller may agree in writing, this Agreement shall terminate upon written notice of termination given by either party hereto that is not in default of its obligations hereunder, and thereupon this Agreement shall become null and void and no party hereto will have any further rights or obligations hereunder, except that the parties' obligations under Section 6 of the Agreement shall survive such termination.

(a) Seller Actions at the Closing. At the Closing, Seller will deliver or cause to be delivered to Buyer the following instruments and documents against delivery of the instruments and documents specified in Section 2.3(b):

(i) An original Assignment, Bill of Sale and Assumption Agreement in the form of Exhibit C attached hereto, executed by an authorized officer of Seller;

(ii) Such additional duly executed documents and instruments of conveyance, assignment or transfer of title as may be necessary to transfer and assign to Buyer all right, title and interest in the Purchased Assets, to Buyer; and

(iii) All computer software included in the Purchased Assets by remote telecommunications from Seller's place of business to or through a computer designated by Buyer such that Buyer shall not obtain physical possession of any storage media or similar tangible personal property in the transaction.

(b) Buyer Actions at the Closing. At the Closing, Buyer will deliver to or cause to be delivered to Seller the following instruments and documents against delivery of the instruments and documents specified in Section 3.2(a):

(i) A cash payment of fifty thousand dollars (\$50,000).

3. LIABILITIES AND OBLIGATIONS.

3.1 Liabilities and Obligations Assumed.

(a) Buyer agrees, upon consummation of, and effective as of, the Closing, to assume only the liabilities and obligations of Seller as specifically set forth on Exhibit E hereto, arising from and after the Closing Date (the "*Assumed Liabilities*"). Buyer does not assume any liabilities, obligations or costs associated with any of the Assumed Liabilities that arose, accrued or were incurred before the Closing Date. Buyer shall have the right to object to the validity of any liability included in the Assumed Liabilities.

3.2 Liabilities and Obligations Not Assumed. Except as expressly set forth in Section 3.1 above, Buyer shall not assume or be responsible for any liabilities, debts or obligations of Seller or the Assignor's business, including but not limited to any liabilities, debts or obligations arising from Seller's or Assignor's business activities that took place prior to the Closing Date. All liabilities, debts and obligations of Seller or Assignor not expressly assumed by Buyer under Section 3.1 are hereinafter referred to as the "*Excluded Liabilities.*"

3.3 No Obligations to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon any person or entity other than the parties hereto, or make any person or entity a third party beneficiary of this Agreement, or to obligate the parties to any person or entity other than the parties to this Agreement. Assumption by Buyer of any Assumed Liabilities shall in no way expand the rights or remedies of third parties against Buyer as compared to the rights and remedies such parties would have against Seller if the Closing were not consummated.

4. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents and warrants to Buyer that, as of the Effective Date:

4.1 Assignee. All rights, title and interests of Seller with regard to the ownership and possession of the Purchased Assets are rights, title and interests held as assignee pursuant to the General Assignment made by Assignor. Pursuant to the General Assignment, Assignor has

informed Seller that it transferred all of its rights, title and interests to the Purchased Assets to Seller. Pursuant to this Agreement, Seller sells, assigns and transfers all of its rights, title and interests in and to the Purchased Assets to Buyer.

5. COVENANTS OF SELLER.

Seller covenants and agrees with Buyer as follows:

5.1 Further Assurances. From and after the Closing Date, Seller shall from time to time promptly execute and deliver to Buyer any and all such further instruments of assignment, conveyance, transfer, endorsement and other documents as Buyer may reasonably request for the purpose of effecting the transfer of Seller's title to the Purchased Assets to Buyer and/or carrying out the provisions of the Agreement.

5.2 Press Releases and Public Announcements. Seller shall not issue any press release or make any disclosure or public announcement relating to the terms of this Agreement without the prior written approval of Buyer. Notwithstanding the foregoing, Seller may disclose certain information relating to this Agreement if required to do so by law or applicable governmental regulation.

5.3 Distribution of Proceeds. The Purchase Price, and any portion thereof, received by Seller pursuant to this Agreement shall be distributed in accordance with the General Assignment and applicable laws and regulations governing such distribution.

6. CONDITIONS TO CLOSING.

6.1 Conditions to Buyer's Obligations. The obligations of Buyer hereunder shall be subject to the satisfaction and fulfillment, at or before Closing, of each of the following conditions, except as Buyer may expressly waive the same in writing:

(a) **Compliance.** As of the Closing Date, Seller shall have obtained all necessary corporate authorizations, and shall have complied in all material respects with, and shall have fully performed, in all material respects, all conditions, covenants and obligations of this Agreement imposed on Seller and required to be performed or complied with by Seller at, or prior to, the Closing Date.

(b) **No Prohibition.** No order shall have been entered, and not vacated, by a court or administrative agency of competent jurisdiction, in any action or proceeding which enjoins, restrains or prohibits the purchase of the Purchased Assets or the consummation of any other transaction contemplated by this Agreement or any other agreements related to the Agreement.

(c) **No Litigation.** There shall be no litigation pending or threatened by any regulatory body or private party in which (i) an injunction is or may be sought against the transactions contemplated by this Agreement or other agreements related to the Agreement or (ii) relief is or may be sought against either party hereto as a result of this Agreement or other agreements related to the Agreement and in which, in the good faith judgment of the Board of

Assignor (relying on the advice of legal counsel), such regulatory body or private party has the probability of prevailing and such relief would have a material adverse effect upon such party.

(d) Assumption of Liabilities. Seller shall have executed and delivered to Buyer the Assignment, Bill of Sale and Assumption Agreement.

6.2 Conditions to Seller's Obligations. The obligations of Seller hereunder shall be subject to the satisfaction and fulfillment, at or before Closing, of each of the following conditions, except as Seller may expressly waive the same in writing:

(a) Assumption of Liabilities. Buyer shall have executed and delivered to Seller the Assignment, Bill of Sale and Assumption Agreement.

(b) Compliance. Buyer shall have complied in all material respects with, and shall have fully performed, in all material respects, the conditions, covenants and obligations of this Agreement imposed on Buyer and required to be performed or complied with by Buyer at, or prior to, the Closing Date.

(c) No Prohibition. No order shall have been entered, and not vacated, by a court or administrative agency of competent jurisdiction, in any action or proceeding which enjoins, restrains or prohibits the purchase of the Purchased Assets or the consummation of any other transaction contemplated by this Agreement or other agreements related to the Agreement.

(d) No Litigation. There shall be no litigation pending or threatened by any regulatory body or private party in which (i) an injunction is or may be sought against the transactions contemplated by this Agreement or other agreements related to the Agreement or (ii) relief is or may be sought against either party hereto as a result of this Agreement or other agreements related to the Agreement and in which, in the good faith judgment of the Board of Buyer (relying on the advice of legal counsel), such regulatory body or private party has the probability of prevailing and such relief would have a material adverse effect upon such party.

7. TERMINATION.

7.1 Mutual Agreement. This Agreement may be terminated and abandoned at any time prior to the Closing Date by the written consent of both Seller and Buyer, in which case neither party shall have any obligation whatsoever to the other with respect to this Agreement, the transactions provided for in this Agreement, or expenses incurred in connection with or in contemplation of such transactions, except that the parties' obligations under Section 6 of this Agreement shall survive any such termination.

8. MISCELLANEOUS.

8.1 Assignment. Neither party shall directly or indirectly sell, assign, subcontract or otherwise transfer this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of the other parties, except as permitted in this Section, and any such sale, assignment, subcontract or other transfer shall be null and void. Either party may, without the prior notice to or written consent of the other parties, assign or transfer this Agreement as part of a corporate reorganization, consolidation, merger, change of control or sale

of substantially all of its assets, provided that the successor entity assumes all of the assigning party's obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties.

8.2 Expenses. Each of the parties hereto shall bear its own expenses (including, without limitation, attorneys' fees) in connection with the negotiation and consummation of the transaction contemplated hereby. Each party agrees to pay (and to indemnify and to hold harmless the other parties from) any liability for any commission or compensation in the nature of an advisor's or finder's fee to any person or firm for which such party, or any of its employees or representatives, is responsible.

8.3 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered personally or sent by certified or registered United States mail, postage prepaid, or sent by nationally recognized overnight express courier and addressed as follows:

(a) If to Seller:

Donald H Dreyer
Dreyer & Company, Inc.
7700 Edgewater Drive, Suite 649
Oakland, California 94621
Phone: (510) 639-2190
Fax: (510) 639-2199

With copy to:

Al Erkel, Jr. Esq.
3300 Douglas Boulevard, Suite 125
Roseville, California 95661
Phone: (916) 772-8700
Fax: (916) 772-5357

(b) If to Buyer:

Toshio Nakajima
NEC Electronics America, Inc.
2880 Scott Boulevard, SC 3700
Santa Clara, California 95050
Phone: (408) 588-5775
Fax: (408) 588-6275

With copy to:

Lillian G. Stenfeldt
Gray Cary Ware & Freidenrich, LLP
1755 Embarcadero Road
Palo Alto, CA 94303
Phone: (650) 833-2000
Fax: (650) 320-7401

8.4 Entire Agreement; Captions. This Agreement, the Exhibits hereto (which are incorporated herein by reference) and the agreements to be executed and delivered in connection herewith, together constitute the entire agreement and understanding between the parties and there are no agreements or commitments with respect to the transactions contemplated herein except as set forth in this Agreement. This Agreement supersedes any prior offer, agreement or understanding between the parties with respect to the transactions contemplated hereby. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

8.5 Amendment; Waiver. Any term or provision of this Agreement may be amended only by a writing signed by each of Seller and Buyer. The observance of any term or provision of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Agreement will be deemed to constitute a waiver of any other breach or any succeeding breach.

8.6 No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or to give any person, firm or corporation, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

8.7 Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8.8 Construction of Agreement. This Agreement has been negotiated by the respective parties and their attorneys, and its language shall not be construed for or against any party.

8.9 Relationship of Parties. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties shall at all times be that of independent contractors. Neither party shall have authority to contract for or bind the other in any manner whatsoever. This Agreement confers no rights upon either party except those expressly granted herein.

8.10 Benefit and Burden. This Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by and against, the parties hereto and their respective successors and permitted assignus.

8.11 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California (excluding application of any choice of law doctrines that would make applicable the law of any other state or jurisdiction) and, where appropriate, applicable federal law. Any suit or action at law or in equity initiated by either party to enforce or interpret this Agreement will be brought in a court of competent jurisdiction in Santa Clara County, California.

8.12 Severability. If any provision of this Agreement is for any reason and to any extent deemed to be invalid or unenforceable, then such provision shall not be voided but rather shall be enforced to the maximum extent then permissible under then applicable law and so as to reasonably effect the intent of the parties hereto, and the remainder of this Agreement will remain in full force and effect.

8.13 Attorneys' Fees. Should a suit or arbitration be brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees to be fixed in amount by the Court or the Arbitrator(s) (including without limitation costs, expenses and fees on any appeal). The prevailing party will be entitled to recover its costs of suit or arbitration, as applicable, regardless of whether such suit or arbitration proceeds to a final judgment or award.

IN WITNESS WHEREOF, Buyer and Seller executed and delivered this Asset Purchase Agreement by their duly authorized representatives as of the Effective Date.

SELLER:

Drayer & Co. Inc.
Assignee for FlowStorm Inc.
By: *Donald H. Drayer*

Its: *President*

BUYER:

By: *Venka Nalajam*

Its: *CEO*

EXHIBIT A

(November 20, 2002 Minutes of Board of Directors of FlowStorm, Inc.)

CONSENT OF DIRECTORS TO HOLD MEETING

San Jose, California
11/20/, 2002

We, the undersigned, being all of the directors of the Flow Storm Inc., a

Corporation organized under the laws of the State of Delaware assembled this day at the office of the Corporation at 650 Saratoga Ave San Jose, California, do hereby consent that a meeting of said directors be held at this time and place for the transaction of such business as may come

before the meeting, and waive any notice of said meeting.

MINUTES OF THE MEETING

San Jose, California, November 20, 2002

At a meeting of the directors of Flow Storm ~~AMIENT~~ INCORPORATED, a corporation, held at the offices of the

Company, at 650 Saratoga Ave San Jose, California, at

2:00 o'clock PM m., the following directors were present:

Mario Nemirovsky

Absent:

The President announced that the purpose of the meeting was to consider the financial condition of the company and the advisability of making a general assignment for the benefit of creditors.

On motion by MARIO, and seconded by MARIO

The following resolution was adopted to wit:

BE IT RESOLVED:

That any ~~one~~ ^{ONE MAN} of the officers of this corporation be, and are, hereby authorized and directed by the directors of this company, in meeting assembled, to make an assignment of all assets of the

corporation to Dreyer & Company Inc., a California corporation, of Oakland, California, doing business as Dreyer & Co. for the pro rata benefit of all creditors of this corporation, and that any officers be, and they are hereby authorized and directed to execute said assignment containing such provisions as may be agreed upon between them and Dreyer & Co., a California corporation, doing business as Dreyer & Company Inc. (Assignee), and they are also authorized and directed to execute and deliver to said Dreyer & Co. Inc., a California corporation doing business as Dreyer & Company Inc.(Assignee), such other deeds, assignments, and agreements as may be necessary to carry this resolution into effect. *OPE MDN*

BE IT FURTHER RESOLVED:

That said Assignee for the benefit of creditors be and it hereby is, authorized to execute and file and prosecute on behalf of this corporation all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from this corporation and any one officer of this corporation be and it is, hereby authorized and directed to make, execute and deliver in favor of such person as may be designated by the assignee for the benefit of creditors, a power of attorney on the regular printed form thereof used by the United States Treasury Department so as to authorize said attorney-in-fact to process any tax claims for it on behalf of this corporation.

There being no further business to come before the directors, the meeting adjourned subject to the call of the President or Vice President.

[Signature] President *MDN*
1. *Mario Alexioudakis* President of *Amient* *Flake Storm Inc*, a Corporation, do hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of directors held in *San Jose*, California, at the place and hour stated and that the resolution contained in said minutes was adopted by the directors at said meeting and the same has not been modified or rescinded.

Dated *11-20* 2002
[Signature] President


CONSENT TO ASSIGNMENT BY STOCKHOLDERS

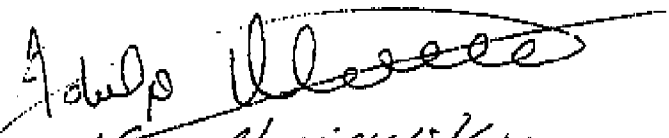
We, the undersigned, being owners and holders of _____ shares of stock, being more than 50% of the subscribed and issued stock of Amient Incorporated, a corporation, do hereby give our consent to the within assignment and transfer of property of said corporation.

NAME	SHARES HELD
<i>see attached Handwritten List & Signatures</i>	

Mario Nemirovsky	4,400,000	
Rodolfo Mito	1,000,000	
Adolfo Nemirovsky	1,000,000	
Korosh Saraf	300,000	
	<hr/>	
	6,700,000	54,35%


Mario Nemirovsky


Rodolfo Mito


~~Adolfo Nemirovsky~~

Korosh Saraf



ASSIGNMENT, BILL OF SALE AND ASSUMPTION AGREEMENT

Seller
assigns
rights
to Buyer,
NEC
Electronics
America,
Inc.

This Assignment, Bill of Sale and Assumption Agreement (this "Agreement") is made as of December 16, 2002, by and between Dreyer & Company, Inc., a California corporation ("Seller"), and NEC Electronics America, Inc., a California corporation ("Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of December 16, 2002 regarding the purchase and sale of certain assets and liabilities of FlowStorm, Inc., a Delaware corporation (the "Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Purchase Agreement.

1. Sale and Assignment of Purchased Assets. Pursuant to the Purchase Agreement, Buyer has on the date hereof purchased the Purchased Assets from Seller. In accordance with and subject to the terms and conditions set forth in the Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, bargain, transfer, convey and deliver unto Buyer all of its right, title and interest in and to the Purchased Assets.

2. Assumption of Assumed Liabilities. In accordance with and subject to the terms and conditions set forth in the Purchase Agreement, in partial consideration for such transfer of the Purchased Assets by Seller to Buyer, Buyer hereby undertakes to assume, pay, perform, satisfy and discharge, all of the Assumed Liabilities. Buyer does not agree to assume or pay any Excluded Liabilities or any other debts, obligations or liabilities of Seller not expressly assumed by Buyer in the Purchase Agreement.

3. Cooperation. Buyer and Seller agree to cooperate with each other to execute and deliver such other documents and instruments and to do such further acts and things as may be reasonably requested by the other to evidence, document or carry out the sale of the Purchased Assets and the assumption of the Assumed Liabilities.

4. Effect of Agreement. Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect the rights of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment, Bill of Sale and Assumption Agreement to be executed on the date first written above.

SELLER

BUYER

Dreyer & Co. Inc.
By: ASignee for FlowStorm Inc.
David H. [Signature]

By: Toshio Nakajima

Name: _____

Name: TOSHIO NAKAJIMA

Its: President

Its: CEO

EXHIBIT C**PURCHASED ASSETS****Intellectual Property:**

All technical work that was developed by and purchased from Flowstorm Inc. related to multithreaded stateful packet processing plus all improvements thereto made by Kayamba, Inc., including, but not limited to, architectural changes, code changes, Verilog and gate level design work performed at GDA, the bring up Software Development Board and all related design work and schematics. The Intellectual Property will also include the following patent applications and related files:

Matter	Status	Title/Mark	Application #	Filing Date
8300	Provision	Multi Threaded Packet Processing Engine for Stateful Packet Processing	60/325638	9/28/2001
8300	Provision	Flow Gating for Packet Synchronization in Parallel Packet Processors	60/341689	12/17/2001
8300	Provision	Flow Gating for Packet Synchronization in Parallel Packet Processors	60/388278	6/13/2002
8300	Provision	Flow Gating for Packet Synchronization in Parallel Packet Processors	<u>10/254377</u>	<u>9/24/2002</u>
8300	Provision	Flow Gating for Packet Synchronization in Parallel Packet Processors	PCT/US02/30421	9/24/2002

Assets:

1 Lexmark Printer
 2 Belkin 16 port switch with cables
 1 30Amp UPS system
 1 Dell PowerEdge 1300 base, 400MHz w/512 cache
 1 internal 40GB DDS4 DRV
 1 Tape Drive
 2 Dell PowerApp web 100 600MHz, 128MB RAM (1CPU)
 3 Sun Axmp + Rackmount compatibles
 1 Dell PowerEdge 6350
 1 Dell PowerEdge 6450
 3 Dell PowerEdge 6450 with 4 CPUs
 1 Athelon 1.4 Ghz Desktop (written as laptop by mistake in original purchase agreement from FlowStorm)

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Documents:

Any documentation or presentation that explains the Intellectual Property.
Any document that contains performance metrics for the Intellectual Property.
Any documentation that contains product roadmaps for the Purchased Assets.

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