

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Silicon Valley Bank	05/21/2009
Gold Hill Venture Lending 03, LP	05/21/2009

RECEIVING PARTY DATA

Name:	Cymatics Laboratories Corporation
Street Address:	P.O. Box 8117
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15217

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	7008812
Patent Number:	7153717
Patent Number:	6819520
Patent Number:	6536280
Patent Number:	7492019
Patent Number:	6778348

CORRESPONDENCE DATA

Fax Number: (617)830-3227
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 857-277-6924
Email: BostonPatent@pierceatwood.com
Correspondent Name: Christopher E. Everett
Address Line 1: Pierce Atwood LLP
Address Line 2: 160 Federal Street, 10th Floor
Address Line 4: Boston, MASSACHUSETTS 02110

501131066

PATENT
REEL: 024140 FRAME: 0390

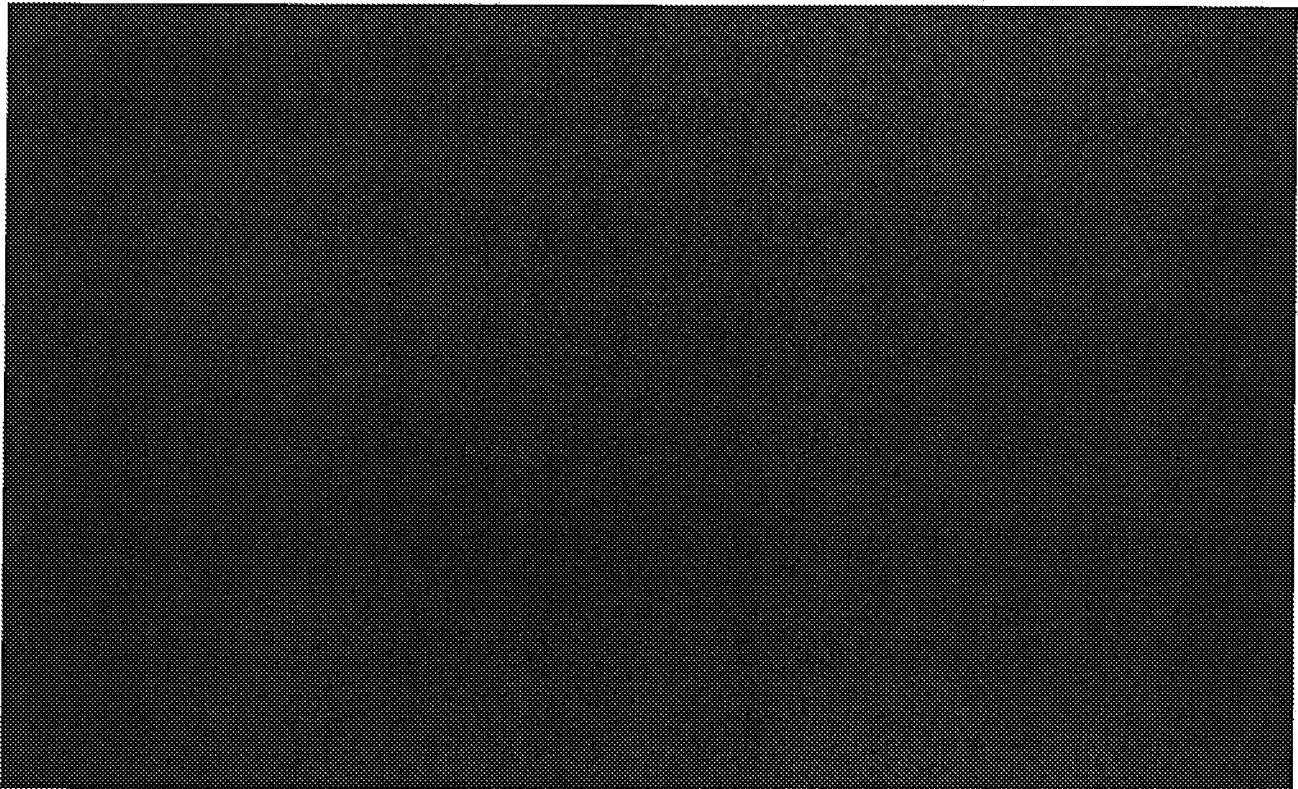
OP \$240.00 7008812

ATTORNEY DOCKET NUMBER:	ICML-0000
NAME OF SUBMITTER:	Christopher E. Everett, #51,659
<p>Total Attachments: 10</p> <p>source=W1738309#page1.tif</p> <p>source=W1738309#page2.tif</p> <p>source=W1738309#page3.tif</p> <p>source=W1738309#page4.tif</p> <p>source=W1738309#page5.tif</p> <p>source=W1738309#page6.tif</p> <p>source=W1738309#page7.tif</p> <p>source=W1738309#page8.tif</p> <p>source=W1738309#page9.tif</p> <p>source=W1738309#page10.tif</p>	

**ASSET PURCHASE AGREEMENT AND
CERTIFICATE OF SALE
[CALIFORNIA COMMERCIAL CODE § 9610]**

Pursuant to § 9610 of the California Commercial Code, in consideration of the monies delivered as described in Exhibit A hereto, Silicon Valley Bank and Gold Hill Venture Lending 03, LP (hereinafter, collectively "Seller") sell, transfer and deliver to Cymatics Laboratories Corporation (hereinafter "Purchaser"), all of the rights of Seller to certain of the assets of Resonance Semiconductor Corporation ("Resonance"), which are more particularly described in Exhibit "B" attached hereto. Said assets shall hereinafter be referred to as the "Subject Assets."

The sale transfers to Purchaser all of Seller's right, title and interest in and to the Subject Assets free and clear of any and all security interests of Seller and any security interest or lien subordinate thereto. With the exception of liens which may have arisen in favor of a third party (such as landlord) in possession or control of some of the Subject Assets, Seller warrants that it holds a valid first priority perfected security interest in and to the Subject Assets pursuant to certain UCC-1 filings in the State of Delaware, as amended from time-to-time. Notwithstanding the foregoing, Purchaser acknowledges that with respect to any intellectual property included in the Subject Assets, which may include but is not limited to patents, patent applications, copyrights and/or trademark applications, this warranty is made upon Seller's actual knowledge without investigation regarding particular assets or whether liens or assignments have been recorded in other states or in national registers.



A handwritten signature in ink, located in the bottom right corner of the page.

Executed at Santa Clara, California this 21st day of May, 2009.

SILICON VALLEY BANK

Bell E. Elias

By: Bell E. Elias
Its: Relationship Manager / Advisor

GOLD HILL VENTURE LENDING 03, LP

By: _____
Its: _____

THE FOREGOING IS AGREED AND ACCEPTED

PURCHASER:

CYMATICS LABORATORIES CORPORATION

By: *David F. Guillou*
Its: President, Secretary

EXHIBIT B

SUBJECT ASSETS

The Subject Assets consist of all of Seller's right, title and interest in and to the following personal property obtained from Resonance:

All goods, accounts (including health-care receivables), equipment, inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, General Intangibles, commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; and all Resonance's books relating to the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing.

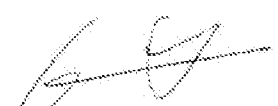
Notwithstanding the foregoing, the Subject Assets do not include (i) any Third Party Equipment And Related Intellectual Property; and (ii) more than 65% of the presently existing and hereafter arising issued and outstanding shares of capital stock owned by Resonance of any Foreign Subsidiary which shares entitle the holder thereof to vote for directors or any other matter.

1. Capitalized terms used herein have the following meanings:

(a) "Third Party Equipment" means the equipment listed on Schedule I hereto.

(b) "Related Intellectual Property" means all rights to generic licenses and computer software in the absence of which, the Third Party Equipment cannot be operated in the ordinary course.

(c) "General Intangibles" are all "general intangibles" as defined in the California Commercial Code in effect on the date Loan Agreement with such additions to such term as may thereafter be made, and includes without limitation, all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work, whether published or unpublished, any patents, trademarks, service marks and, to the extent permitted under applicable law, any applications therefor, whether registered or not, any trade secret rights, including any rights to unpatented inventions, payment intangibles, royalties, contract rights, goodwill, franchise agreements, purchase orders, customer lists, route lists, telephone numbers, domain names, claims, income and other tax refunds, security and other deposits, options to purchase or sell real or personal property, rights in all litigation presently or hereafter pending (whether in contract, tort or otherwise), insurance policies (including without limitation key man, property damage, and business interruption insurance), payments of insurance and rights to payment of any kind.



Delaware

PAGE 1

The First State

CERTIFICATE

SEARCHED MARCH 25, 2010, AT 4:52 P.M.
FOR DEBTOR "RESONANCE SEMICONDUCTOR CORPORATION"

1 OF 2 FINANCING STATEMENT 80036044
EXPIRATION DATE: JANUARY 3, 2013
DEBTOR: RENAISSANCE WIRELESS CORPORATION
425 N. CRAIG STREET SUITE 500
PITTSBURGH PA 15213 ADDED 01-03-08
REMOVED 12-10-08
DEBTOR: RESONANCE SEMICONDUCTOR CORPORATION
425 N CRAIG ST SUITE 500
PITTSBURGH PA 15213 ADDED 12-10-08
SECURED: SILICON VALLEY BANK
3003 TASMAN DRIVE
SANTA CLARA CA 95054 ADDED 01-03-08
SECURED: GOLD HILL VENTURE LENDING 03, LP
ONE ALMADEN BLVD., SUITE 630
SAN JOSE CA 95113 ADDED 01-03-08
F I L I N G H I S T O R Y
80036044 FILED 01-03-08 AT 12:27 P.M. FINANCING STATEMENT
84093462 FILED 12-10-08 AT 12:35 P.M. AMENDMENT

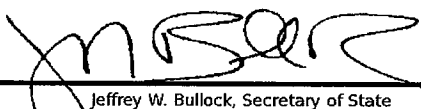
2 OF 2 FINANCING STATEMENT 90717576
EXPIRATION DATE: MARCH 6, 2014
DEBTOR: RESONANCE SEMICONDUCTOR CORP.
425 N. CRAIG STREET
PITTSBURGH PA 15213 ADDED 03-06-09
SECURED: KREOS CAPITAL III (LUXEMBOURG) SARL
65 BOULEVARD GRANDE DUCHESSE CHA
RLOTTE
LUXEMBURG L1331 ADDED 03-06-09
F I L I N G H I S T O R Y
90717576 FILED 03-06-09 AT 2:45 P.M. FINANCING STATEMENT
E N D O F F I L I N G H I S T O R Y

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE
ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING
STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS
FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, AS OF MARCH



20101041197UCXN

100319193


Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 7893537

DATE: 03-25-10

PATENT
REEL: 024140 FRAME: 0395

Delaware

PAGE 2

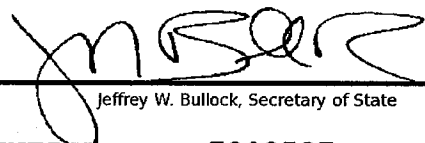
The First State

16, 2010 AT 11:59 P.M.



20101041197UCXN

100319193


Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 7893537

DATE: 03-25-10

PATENT
REEL: 024140 FRAME: 0396

SRV: 080006086

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] CSC Diligenz, Inc. 1-800-858-5294	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) 31275256 CSC Diligenz, Inc. 6500 Harbour Heights Pkwy, Suite 400 Mukilteo, WA 98275	
Filed In: Delaware (S.O.S.)	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Renaissance Wireless Corporation						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 425 N. Craig Street Suite 500			CITY Pittsburgh	STATE PA	POSTAL CODE 15213	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corp.	1f. JURISDICTION OF ORGANIZATION DE	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Silicon Valley Bank						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 3003 Tasman Drive			CITY Santa Clara	STATE CA	POSTAL CODE 95054	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

THE COLLATERAL MEANS AND INCLUDES ALL ASSETS AND PROPERTY OF DEBTOR DESCRIBED IN EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

THERE IS ALSO A NEGATIVE PLEDGE ON DEBTOR'S INTELLECTUAL PROPERTY IN FAVOR OF SECURED PARTIES AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A ATTACHED HERETO.

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional]		All Debtors	Debtor 1	Debtor 2	
8. OPTIONAL FILER REFERENCE DATA CT001CT/LL/DE-SOS/Renaissance/UCC1						
						31275256

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME Renaissance Wireless Corporation			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME						
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION		11g. ORGANIZATIONAL ID #, if any	
					<input type="checkbox"/> NONE	

12. ☒ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME Gold Hill Venture Lending 03, LP						
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS One Almaden Blvd Suite 630			CITY San Jose	STATE CA	POSTAL CODE 95113	COUNTRY USA

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT A

The Collateral consists of all of Debtor's right, title and interest in and to the following personal property:

All goods, Accounts (including health-care receivables), Equipment, Inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, General Intangibles, commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; and all Debtor's Books relating to the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing.

Notwithstanding the foregoing, the Collateral does not include (i) any Third Party Equipment; and (ii) more than 65% of the presently existing and hereafter arising issued and outstanding shares of capital stock owned by Debtor of any Foreign Subsidiary which shares entitle the holder thereof to vote for directors or any other matter.

Pursuant to the terms of a certain negative pledge arrangement with Agent and Lenders, Debtor has agreed not to encumber any of its Intellectual Property, without Agent's prior written consent.

Definitions. Unless otherwise defined herein, all capitalized terms have the meanings given such capitalized term in the Loan and Security Agreement dated as of the Effective Date between Debtor and Secured Parties, as it may be amended from time to time.

"Account" is any "account" as defined in the Code with such additions to such term as may hereafter be made, and includes, without limitation, all accounts receivable and other sums owing to Debtor.

"Agent" is Silicon Valley Bank, as Agent.

"Bank" is Silicon Valley Bank.

"Code" is the Uniform Commercial Code, as the same may, from time to time, be enacted and in effect in the State of California; provided, that, to the extent that the Code is used to define any term herein or in any Loan Document and such term is defined differently in different Articles or Divisions of the Code, the definition of such term contained in Article or Division 9 shall govern; provided further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, or priority of, or remedies with respect to, Bank's Lien on any Collateral is governed by the Uniform Commercial Code in effect in a jurisdiction other than the State of California, the term **"Code"** shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes on the provisions thereof relating to such attachment, perfection, priority, or remedies and for purposes of definitions relating to such provisions.

"Debtor's Books" are all Debtor's books and records including ledgers, federal and state tax returns, records regarding Debtor's assets or liabilities, the Collateral, business operations or financial condition, and all computer programs or storage or any equipment containing such information.

"Equipment" is all "equipment" as defined in the Code with such additions to such term as may hereafter be made, and includes without limitation all machinery, fixtures, goods, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing.

"Foreign Subsidiary" means a Subsidiary not organized under the laws of the United States or any state or territory thereof or the District of Columbia.

"General Intangibles" is all "general intangibles" as defined in the Code in effect on the date hercof with such additions to such term as may hereafter be made, and includes without limitation, all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work, whether published or unpublished, any patents, trademarks, service marks and, to the extent permitted under applicable law, any applications therefor, whether registered or not, any trade secret rights, including any rights to unpatented inventions, payment intangibles, royalties, contract rights, goodwill, franchise agreements, purchase orders, customer lists, route lists, telephone numbers, domain names, claims, income and other tax refunds, security and other deposits, options to purchase or sell real or personal property, rights in all litigation presently or hereafter

pending (whether in contract, tort or otherwise), insurance policies (including without limitation key man, property damage, and business interruption insurance), payments of insurance and rights to payment of any kind.

"Intellectual Property" is all of Borrower's intellectual property, including without limitation, any copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work, whether published or unpublished, any patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions, and continuations-in-part of the same, trademarks, service marks and, to the extent permitted under applicable law, any applications therefor, whether registered or not, and the goodwill of the business of Borrower connected with and symbolized thereby, know-how, operating manuals, trade secret rights, rights to unpatented inventions, and any claims for damage by way of any past, present, or future infringement of any of the foregoing.

"Inventory" is all "inventory" as defined in the Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products, including without limitation such inventory as is temporarily out of Debtor's custody or possession or in transit and including any returned goods and any documents of title representing any of the above.

"Lien" is a claim, mortgage, deed of trust, levy, charge, pledge, security interest or other encumbrance of any kind, whether voluntarily incurred or arising by operation of law or otherwise against any property.

"Third Party Equipment" means Equipment designated as collateral securing Indebtedness in the form of equipment financing and leasing of no more than Five Million Dollars (\$5,000,000) in the aggregate amount outstanding, if the Lien is confined to such Equipment and improvements thereon, accessions thereto and replacements thereof, and the proceeds of the Equipment.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
Diligenz	8008585294
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
DILIGENZ, INC.	
6500 HARBOR HEIGHTS PARKWAY	
SUITE 400	
MUKILTEO WA 98275	

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 12:35 PM 12/10/2008
INITIAL FILING # 2008 0036044
AMENDMENT # 2008 4093462
SRV: 081181301

1a. INITIAL FINANCING STATEMENT FILE # 2008 0036044		1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>	
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.			
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.			
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.			
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input checked="" type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only <u>one</u> of these two boxes. Also check <u>one</u> of the following three boxes and provide appropriate information in items 6 and/or 7. <input checked="" type="checkbox"/> CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).			
6. CURRENT RECORD INFORMATION:			
6a. ORGANIZATION'S NAME RENAISSANCE WIRELESS CORPORATION			
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:			
7a. ORGANIZATION'S NAME RESONANCE SEMICONDUCTOR CORPORATION			
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
7c. MAILING ADDRESS 425 N CRAIG ST SUITE 500		CITY PITTSBURGH	STATE PA POSTAL CODE 15213 COUNTRY US
7e. TYPE OF ORGANIZATION CORPORATION		7f. JURISDICTION OF ORGANIZATION DE	
8. AMENDMENT (COLLATERAL CHANGE): check only <u>one</u> box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.			

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT

Silicon Valley Bank

10. OPTIONAL FILER REFERENCE DATA

CT001CT/JY/DE-SOS/RESONANCESEMICON/UCC3 #38865691

RECORDED: 03/26/2010

PATENT
REEL: 024140 FRAME: 0401