

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the SERIAL NUMBER: 11538833 to 11494874 PATENT NUMBER: 7548080 to 7548040 previously recorded on Reel 024563 Frame 0861. Assignor(s) hereby confirms the Assignment of Letters Patent Exhibit A Merger Agreement Schedule 2.17.5.

**CONVEYING PARTY DATA**

Name	Execution Date
ZeroG Wireless, Inc.	01/08/2010
AZ1 Acquisition Corporation	06/22/2010

**RECEIVING PARTY DATA**

<b>Name:</b>	Microchip Technology Inc.
<b>Street Address:</b>	2355 W. Chandler Blvd.
<b>Internal Address:</b>	Legal Department
<b>City:</b>	Chandler
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85224-6199

**PROPERTY NUMBERS Total: 8**

Property Type	Number
Patent Number:	7548040
Patent Number:	7532077
Patent Number:	7474159
Patent Number:	7482888
Patent Number:	7564707
Patent Number:	7570035
Patent Number:	7560983
Patent Number:	7583211

**CORRESPONDENCE DATA**

Fax Number: (480)792-4112  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

OP \$320.00 7548040

Phone: 480-792-7894  
Email: legal.department@microchip.com  
Correspondent Name: Jacqueline Eichman  
Address Line 1: 2355 W. Chandler Blvd.  
Address Line 2: Legal Department  
Address Line 4: Chandler, ARIZONA 85224-6199

NAME OF SUBMITTER:

Jacqueline Eichman

**Total Attachments: 28**

source=Recordation1#page1.tif  
source=Recordation2#page1.tif  
source=Recordation3#page1.tif  
source=Recordation4#page1.tif  
source=Recordation.5#page1.tif  
source=Confirmation1#page1.tif  
source=Confirmation2#page1.tif  
source=Confirmation3#page1.tif  
source=Merger Agmt-redacted - ZeroG-AZ1-MCHP p1#page1.tif  
source=Merger Agmt-redacted - ZeroG-AZ1-MCHP p2#page1.tif  
source=Merger Agmt-redacted - ZeroG-AZ1-MCHP p3#page1.tif  
source=Merger Agmt-redacted - ZeroG-AZ1-MCHP p4#page1.tif  
source=Merger Agmt-redacted - ZeroG-AZ1-MCHP p5#page1.tif  
source=Merger Agmt-redacted - ZeroG-AZ1-MCHP p6#page1.tif  
source=Merger Agmt-redacted - ZeroG-AZ1-MCHP p7#page1.tif  
source=Merger Agmt-redacted - ZeroG-AZ1-MCHP p8#page1.tif  
source=Merger Agmt-redacted - ZeroG-AZ1-MCHP p9#page1.tif  
source=Merger Agmt-redacted - ZeroG-AZ1-MCHP p10#page1.tif  
source=Merger Agmt-redacted - ZeroG-AZ1-MCHP p11#page1.tif  
source=Merger Agmt-redacted - ZeroG-AZ1-MCHP p12#page1.tif  
source=Merger Agmt-redacted - ZeroG-AZ1-MCHP p13#page1.tif  
source=DE Merger Cert - ZeroG to AZ1 p1#page1.tif  
source=DE Merger Cert - ZeroG to AZ1 p2#page1.tif  
source=DE Merger Cert - ZeroG to AZ1 p3#page1.tif  
source=Assign - AZ1 to MCHP p1#page1.tif  
source=Assign - AZ1 to MCHP p2#page1.tif  
source=Assign - AZ1-MCHP p3#page1.tif  
source=Assign - AZ1-MCHP p4#page1.tif

TO: JACQUELINE EICHMAN COMPANY: 2355 W. CHANDLER BLVD.

<b>PATENT ASSIGNMENT</b>
--------------------------

Electronic Version v1.1  
 Stylesheet Version v1.1

**06/22/2010**  
**501212263**

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/07/2010
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
ZeroG Wireless, Inc.	01/08/2010
AZ1 Acquisition Corporation	06/22/2010
<b>RECEIVING PARTY DATA</b>	
Name:	Microchip Technology Inc.
Street Address:	2355 W. Chandler Blvd.
Internal Address:	Legal Department
City:	Chandler
State/Country:	ARIZONA
Postal Code:	85224-6199
<b>PROPERTY NUMBERS Total: 8</b>	
Property Type	Number
Patent Number:	7548080
Patent Number:	7532077
Patent Number:	7474159
Patent Number:	7482888
Patent Number:	7564707
Patent Number:	7570035
Patent Number:	7560983
Patent Number:	7583211
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(480)792-4112
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4807927894

OP \$320.00 7548080

TO: JACQUELINE EICHMAN COMPANY: 2355 W. CHANDLER BLVD.

Email: legal.department@microchip.com  
Correspondent Name: Jacqueline Eichman  
Address Line 1: 2355 W. Chandler Blvd.  
Address Line 2: Legal Department  
Address Line 4: Chandler, ARIZONA 85224-6199

NAME OF SUBMITTER:

Jacqueline Eichman

**Total Attachments: 20**

source=Merger Agmt-redacted - ZeroG-AZ1-MCHP#page1.tif  
source=Merger Agmt-redacted - ZeroG-AZ1-MCHP#page2.tif  
source=Merger Agmt-redacted - ZeroG-AZ1-MCHP#page3.tif  
source=Merger Agmt-redacted - ZeroG-AZ1-MCHP#page4.tif  
source=Merger Agmt-redacted - ZeroG-AZ1-MCHP#page5.tif  
source=Merger Agmt-redacted - ZeroG-AZ1-MCHP#page6.tif  
source=Merger Agmt-redacted - ZeroG-AZ1-MCHP#page7.tif  
source=Merger Agmt-redacted - ZeroG-AZ1-MCHP#page8.tif  
source=Merger Agmt-redacted - ZeroG-AZ1-MCHP#page9.tif  
source=Merger Agmt-redacted - ZeroG-AZ1-MCHP#page10.tif  
source=Merger Agmt-redacted - ZeroG-AZ1-MCHP#page11.tif  
source=Merger Agmt-redacted - ZeroG-AZ1-MCHP#page12.tif  
source=Merger Agmt-redacted - ZeroG-AZ1-MCHP#page13.tif  
source=DE Merger Cert - ZeroG to AZ1#page1.tif  
source=DE Merger Cert - ZeroG to AZ1#page2.tif  
source=DE Merger Cert - ZeroG to AZ1#page3.tif  
source=Assign - AZ1 to MCHP#page1.tif  
source=Assign - AZ1 to MCHP#page2.tif  
source=Assign - AZ1 to MCHP#page3.tif  
source=Assign - AZ1 to MCHP#page4.tif

**AGREEMENT AND PLAN OF MERGER**

**by and among**

**MICROCHIP TECHNOLOGY INC.,**

**AZI ACQUISITION CORPORATION,**

**ZEROG WIRELESS, INC.,**

**and,**

**with respect to Articles I, VIII and IX only,**

**Alex Benik and Ken Lawler as SHAREHOLDER REPRESENTATIVES**

**Dated as of January 7, 2010**

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is made and entered into as of January 7, 2010 (the "Agreement Date"), by and among Microchip Technology Inc., a Delaware corporation ("Parent"), AZI Acquisition Corporation, a Delaware corporation and wholly owned subsidiary of Parent ("Merger Sub"), ZeroG Wireless, Inc., a Delaware corporation (the "Company"), and, with respect to Articles I, VII and IX only, Alex Benik and Ken Lawler as Shareholder Representatives (each, a "Shareholder Representative" and, together, the "Shareholder Representatives").

### RECITALS

A. Each of Parent and Merger Sub (i) believe it advisable and in their respective best interests to effectuate a merger of the Company and Merger Sub pursuant to this Agreement (the "Merger"), and (ii) have received all necessary corporate approvals from their respective boards of directors and shareholders of this Agreement and the transactions contemplated by this Agreement.

B. The Board of Directors of the Company (i) believes the Merger is advisable and in the best interests of the shareholders of the Company, (ii) has approved this Agreement and the transactions contemplated hereby, and (iii) has recommended that the shareholders of the Company adopt this Agreement as required by applicable law.

C. Immediately following the execution and delivery of this Agreement, the Company shall solicit written consents from Company Shareholders sufficient to adopt this Agreement in accordance with the Restated Certificate and Delaware Law.

D. It is intended that the Merger will qualify as a taxable purchase of the assets of the Company and a deemed liquidation of the Company following such purchase.

### AGREEMENT

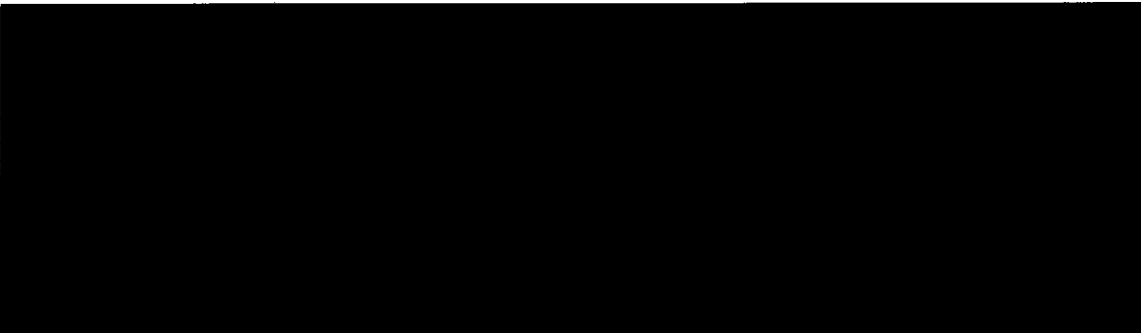
In consideration of the terms hereof, the parties hereto agree as follows:

#### ARTICLE I - THE MERGER

##### 1.1 The Merger

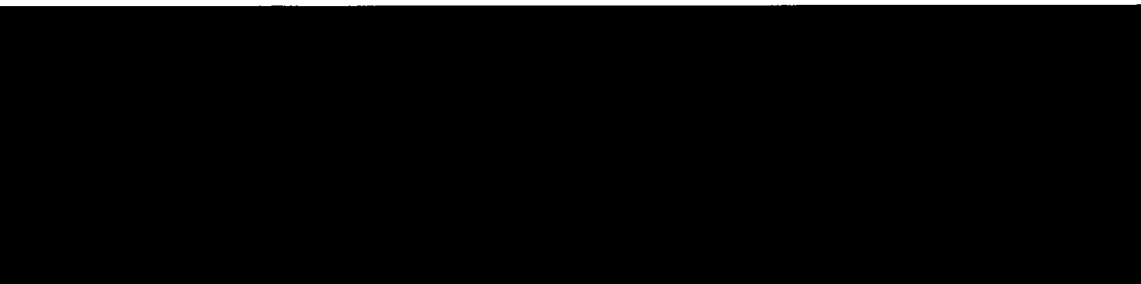
Upon the terms and subject to the conditions hereof, (a) at the Effective Time (as defined in Section 1.3), the separate existence of the Company shall cease and the Company shall be merged with and into Merger Sub (Merger Sub, as the surviving

corporation after the Merger, is sometimes referred to herein as the "Surviving Corporation"), and (b) from and after the Effective Time, the Merger shall have all the effects of a merger under the laws of the State of Delaware and any other applicable law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers, franchises and assets of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities, obligations and duties of the Company and Merger Sub shall become the debts, liabilities, obligations and duties of the Surviving Corporation.



### 1.3 Effective Time

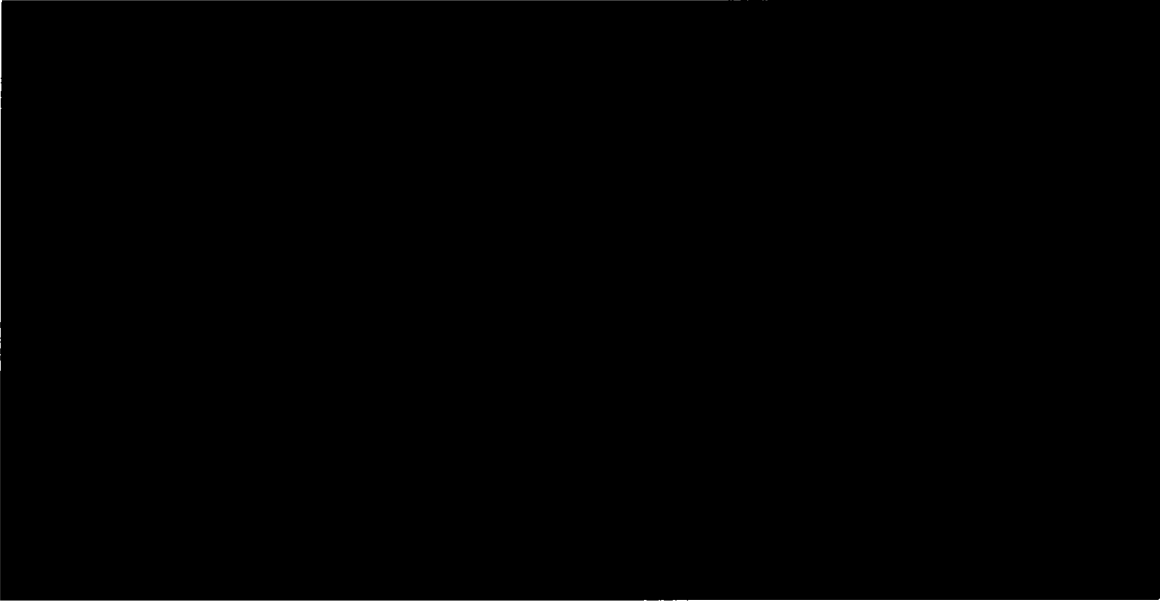
On the Closing Date and subject to the terms and conditions hereof, the parties hereto shall cause the appropriate certificate (the "Certificate of Merger"), in the form attached as Exhibit 1.3, complying with the applicable provisions of the Delaware General Corporation Law ("Delaware Law") to be properly executed and filed with the Secretary of State of the State of Delaware (the "Delaware Secretary of State"). The Merger shall become effective at the time (the "Effective Time") of filing of the Certificate of Merger or at such other time as may be specified in the Certificate of Merger as filed. If the Delaware Secretary of State requires any changes in the Certificate of Merger as a condition to filing or to issuing its certificate to the effect that the Merger is effective, Parent, Merger Sub and the Company shall execute any necessary revisions incorporating such changes, provided such changes are not inconsistent with and do not result in any material change in the terms of this Agreement.



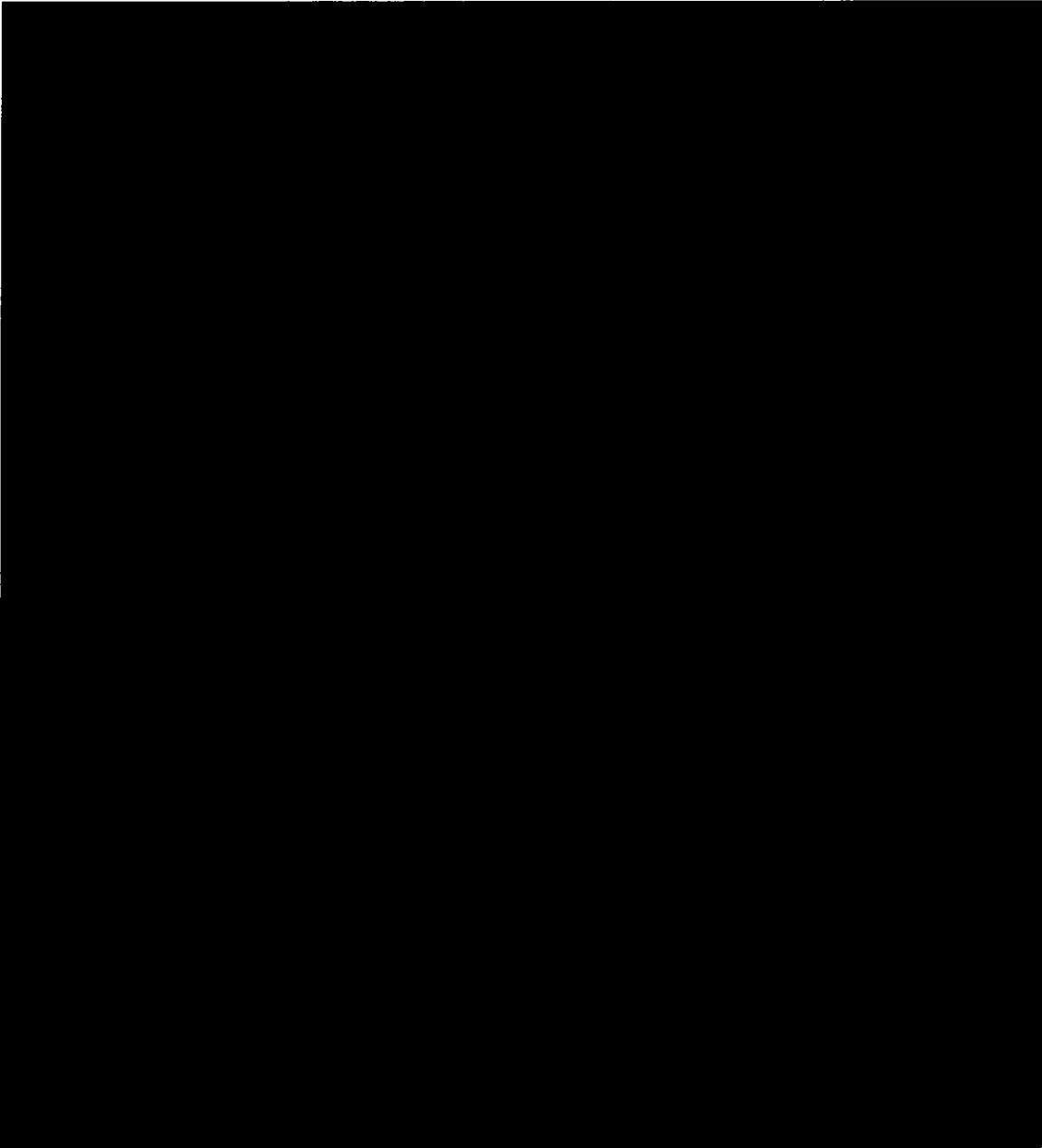


**ARTICLE II - REPRESENTATIONS AND WARRANTIES OF THE  
COMPANY**

Except as is otherwise set forth with appropriate Section references in the Company Disclosure Memorandum attached hereto as Exhibit 2 and for which disclosures shall be deemed to apply to all sections, subsections, paragraphs and subparagraphs to the extent the applicability of such disclosure to such sections, subsections, paragraphs and subparagraphs is reasonably apparent (the "Disclosure Memorandum"), and in order to induce Parent and Merger Sub to enter into and perform this Agreement, the Company represents and warrants to Parent and Merger Sub as of the Agreement Date and as of the Closing Date as follows in this Article II. Each representation and warranty that is made to the Company's "knowledge" means that the current officers of the Company engaged in reasonable inquiry and investigation with respect to such representation and warranty prior to making it.





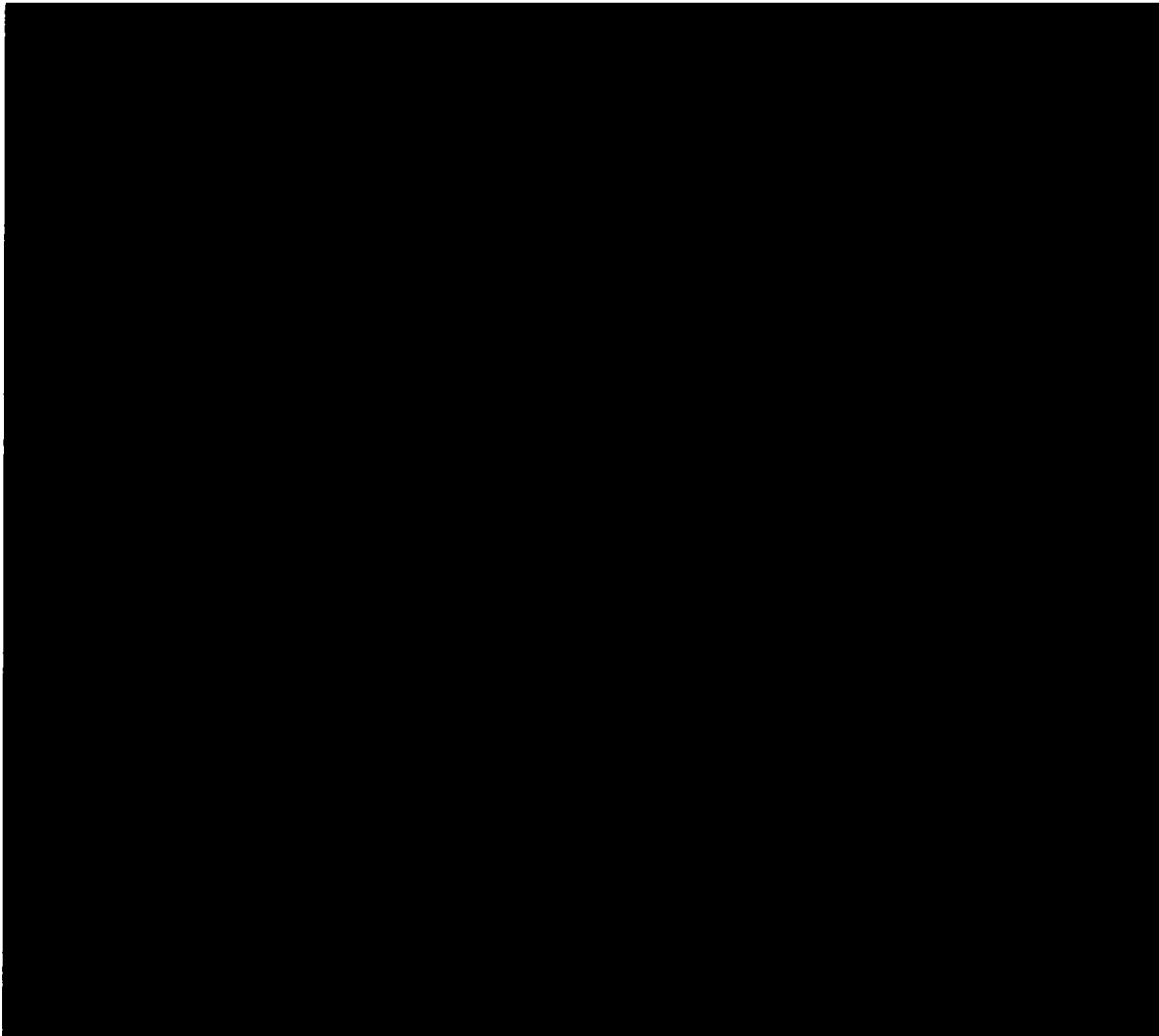


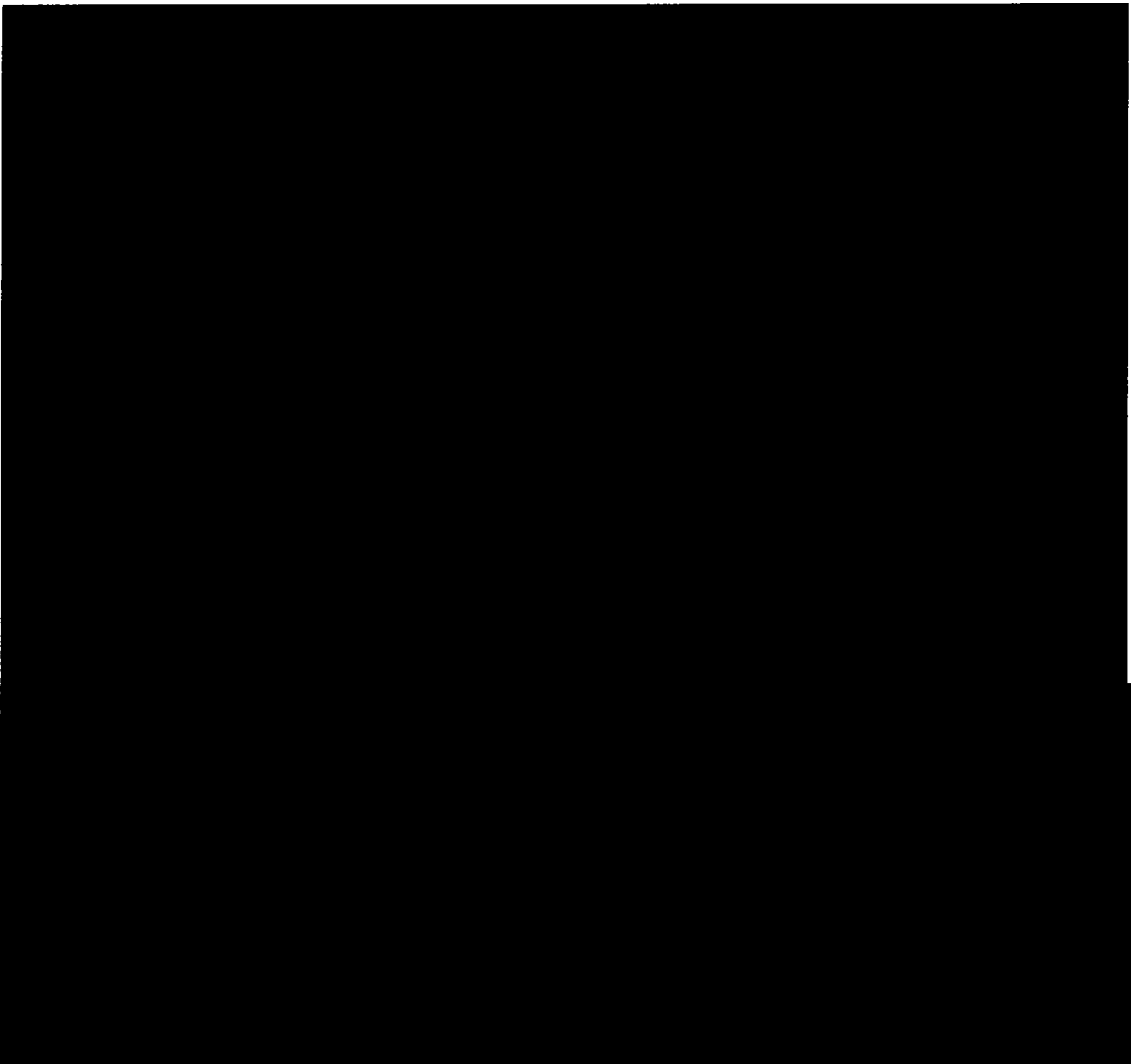
## **2.17 Intellectual Property**

### **2.17.1 General**

To the Company's knowledge, the Company owns or is licensed and has sufficient rights in and to the following as required to conduct its business as now conducted: (a) all products, tools, computer programs, specifications, source code, object code, graphics, devices, techniques, algorithms, methods, processes, procedures,

packaging, trade dress, formulae, drawings, designs, improvements, discoveries, concepts, user interfaces, software, "look and feel," development and other tools, content, inventions (whether or not patentable or copyrightable and whether or not reduced to practice), designs, logos, themes, know-how, concepts and other technology that are now, or during the two (2) years prior to the Agreement Date have been, or currently are proposed to be, developed, marketed or sold by, or produced for, the Company (collectively, the "Technology-Related Assets"); and (b) all intellectual property and other proprietary rights in the Technology-Related Assets, including, but not limited to, all trade names, trademarks, domain names, service marks, logos, brand names and other identifiers, trade secrets, copyrights and domestic and foreign letters patent, and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, all goodwill associated therewith and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated therewith.





### **2.17.5 Intellectual Property Rights**

Schedule 2.17.5 to the Disclosure Memorandum sets forth all patents, patent applications, copyright registrations (and applications therefor) and trademark registrations (and applications therefor) (collectively, the “IP Registrations”) embodied in the Company Technology and the Marks. The Company owns all right, title and interest, free and clear of any Encumbrances (other than licenses granted by the Company), in and to the IP Registrations, together with any other rights in or to any copyrights (registered or unregistered), rights in the Marks (registered or unregistered), trade secret rights and other intellectual property rights (including, but not limited to, rights of enforcement) embodied in the Company Technology and the Marks (collectively, the “IP Rights”).

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement and Plan of Merger as of the date and year first above written.

MICROCHIP TECHNOLOGY INCORPORATED

Steve Sanghi  
Steve Sanghi, its President

AZI ACQUISITION CORPORATION

Ganesh Moorthy  
Ganesh Moorthy, its Executive Vice President

ZEROG WIRELESS, INC.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

Solely in their capacities as SHAREHOLDER REPRESENTATIVES, and only with respect to Articles I, VIII and IX:

\_\_\_\_\_  
Alex Benik

\_\_\_\_\_  
Ken Lawler

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement and Plan of Merger as of the date and year first above written.

MICROCHIP TECHNOLOGY INCORPORATED

\_\_\_\_\_  
Steve Sanghi, its President

AZI ACQUISITION CORPORATION

\_\_\_\_\_  
Ganesh Moorthy, its Executive Vice President

ZEROG WIRELESS, INC.

  
\_\_\_\_\_  
(Signature)

GREGORY WINER  
\_\_\_\_\_  
(Print Name)

CEO  
\_\_\_\_\_  
(Title)

Solely in their capacities as SHAREHOLDER REPRESENTATIVES, and only with respect to Articles I, VIII and IX:

\_\_\_\_\_  
Alex Benik

\_\_\_\_\_  
Ken Lawler

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement and Plan of Merger as of the date and year first above written.

MICROCHIP TECHNOLOGY INCORPORATED

\_\_\_\_\_  
Steve Sanghi, its President

AZI ACQUISITION CORPORATION

\_\_\_\_\_  
Ganesh Moorthy, its Executive Vice President

ZEROG WIRELESS, INC.


\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

Solely in their capacities as SHAREHOLDER REPRESENTATIVES, and only with respect to Articles I, VIII and IX;

\_\_\_\_\_  
Alex Benik

  
\_\_\_\_\_  
Ken Lawler

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement and Plan of Merger as of the date and year first above written.

MICROCHIP TECHNOLOGY INCORPORATED

\_\_\_\_\_  
Steve Sanghi, its President

AZI ACQUISITION CORPORATION

\_\_\_\_\_  
Ganesh Moorthy, its Executive Vice President

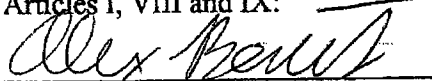
ZEROG WIRELESS, INC.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

Solely in their capacities as SHAREHOLDER REPRESENTATIVES, and only with respect to Articles I, VIII and IX:



\_\_\_\_\_  
Alex Benik

\_\_\_\_\_  
Ken Lawler

## Exhibit 2

### COMPANY DISCLOSURE MEMORANDUM

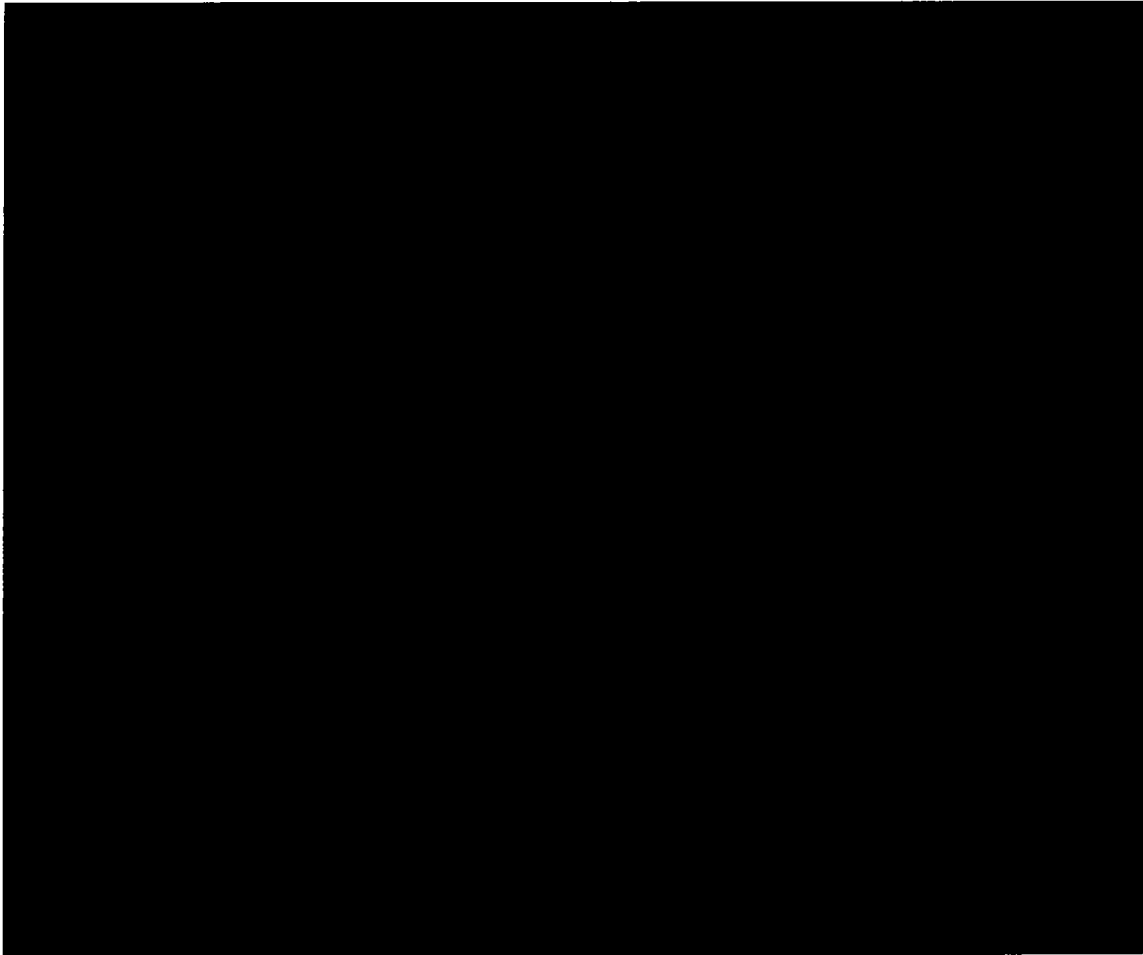
This Company Disclosure Memorandum (the "Disclosure Schedule") is made and given pursuant to Articles I and II of the Agreement and Plan of Merger, dated as of January 7, 2010 (the "Agreement"), by and among Microchip Technology Inc., a company incorporated under the laws of Delaware ("Parent"), AZI Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub") and ZeroG Wireless, Inc., a Delaware corporation (the "Company").

The Company makes the following disclosures with the section numbers in this Disclosure Schedule corresponding to the section numbers in the Agreement requiring disclosures. Each exception set forth in this Disclosure Schedule will be deemed to qualify only each representation and warranty set forth in the Agreement (i) that is specifically identified (by cross-reference or otherwise) in this Disclosure Schedule as being qualified by such exception, or (ii) with respect to which the relevance of such exception is readily apparent on the face of the disclosure of such exception set forth in this Disclosure Schedule without reference to extrinsic evidence. Disclosures made with respect to one section shall apply to all subsections thereunder, and disclosures made with respect to one subsection shall apply to the entire section, in each case where the relevance of such disclosures to such other subsections is readily apparent on the face thereof without reference to extrinsic evidence. Any terms defined in the Agreement shall have the same meaning when used in this Disclosure Schedule as when used in the Agreement unless the context requires otherwise or as otherwise defined herein.

Document summaries herein are provided solely for the benefit of Parent and merely supplement the disclosure, read as a whole, provided in such documents. Copies of all documents referenced herein have been heretofore made available to Parent in the electronic data room except for copies of laboratory notebooks, patents and trademarks, quality and regulatory files, and insurance contracts and policies.

Disclosure of any item or information in this Disclosure Schedule is not an admission or indication that such item or information is material, or is of a nature that would cause a Material Adverse Effect with respect to the Company, or is required to be referred to or disclosed in this Disclosure Schedule. No disclosure in this Disclosure Schedule relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. Except as provided in the Agreement, the Company does not assume any responsibility to any party other than Parent and Merger Sub for the form or accuracy of any information herein.





**Schedule 2.17.5 Intellectual Property Rights**

**Issued Patents:**

ZeroG REF. NO.	TITLE	CATEGORY	SERIAL NUMBER	FILING DATE
ZG-P020	Calibration of Voltage-Controlled Oscillators		11801185	5/8/2007
ZG-P018	Frequency Calibration for Frequency Synthesizers		11801218	5/8/2007
ZG-P028	Fast Startup Resonant Element Oscillator		11827947	7/12/2007
ZG-P017	Edge Alignment for Frequency Synthesizers		11801199	5/8/2007
ZG-P001	Wireless Battery Charging of Electronic Devices		11494874	7/28/2006
ZG-P036	Multiple-path power amplifier	Analog/RF	12025005	2/2/2008
ZG-P029	One-time Programmable Non-volatile memory Device		11843404	8/22/2007
ZG-P019B	Voltage Regulator with a Hybrid Control Loop		11888715	8/1/2007
ZG-P022	Analog-to-digital Conversion Circuit		12028104	2/8/2008
ZG-P020D2	Calibration of Voltage-Controlled Oscillators		12171281	7/10/2008



# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ZEROG WIRELESS, INC.", A DELAWARE CORPORATION,  
WITH AND INTO "AZ1 ACQUISITION CORPORATION" UNDER THE NAME OF "AZ1 ACQUISITION CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE EIGHTH DAY OF JANUARY, A.D. 2010, AT 4:08 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE EIGHTH DAY OF JANUARY, A.D. 2010, AT 8 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE AND KENT COUNTY RECORDER OF DEEDS.

4462053 8100M

100023144

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7750185

DATE: 01-11-10

PATENT  
REEL: 024599 FRAME: 0950

**CERTIFICATE OF MERGER**  
**OF**  
**ZEROG WIRELESS, INC., a Delaware corporation**  
**("ZEROG"),**  
**INTO**  
**AZ1 ACQUISITION CORPORATION, a Delaware corporation**  
**("ACQUISITION CORP")**

In accordance with Section 251 of the Delaware General Corporation Law, AZ1 Acquisition Corporation, a Delaware corporation, does hereby certify as follows:

1. The name and state of incorporation of each of the constituent corporations of the merger (the "Merger") are as follows:

<u>NAME</u>	<u>STATE OF INCORPORATION</u>
ZeroG Wireless, Inc.	Delaware
AZ1 Acquisition Corporation	Delaware

2. An Agreement and Plan of Merger among the parties to the Merger has been approved, adopted, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Sections 228 and 251 of the Delaware General Corporation Law.

3. The name of the surviving corporation of the Merger is AZ1 Acquisition Corporation, a Delaware corporation.

4. The Certificate of Incorporation of AZ1 Acquisition Corporation, a Delaware corporation, the surviving corporation, shall be the certificate of incorporation of the surviving corporation.

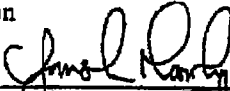
5. The executed Agreement and Plan of Merger is on file at an office of the surviving corporation, the address of which is 2355 West Chandler Blvd., Chandler, Arizona 85224.

6. A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

7. The future effective date and time of the Merger is 8:00 p.m. Eastern Standard Time on Friday, January 8, 2010.

IN WITNESS WHEREOF, the undersigned (i) has been authorized and empowered to execute and file this Certificate of Merger, and (ii) has executed this Certificate of Merger this 8th day of January, 2010.

AZI Acquisition Corporation, a Delaware corporation

By:   
Name: Ganesh Moorthy  
Title: Executive Vice President

46665-0033/LEGAL17486055.2

## **ASSIGNMENT OF LETTERS PATENT**

---

WHEREAS, **AZI ACQUISITION CORPORATION**, a Delaware corporation, (hereinafter "ASSIGNOR"), owns certain inventions and improvements disclosed in patent applications filed with the United States Patent and Trademark Office and Letters Patent issued by the United States Patent and Trademark Office, listed in attached Exhibit A; and

WHEREAS, **MICROCHIP TECHNOLOGY INCORPORATED**, a Delaware corporation, (hereinafter, "ASSIGNEE") is desirous of acquiring an interest in the same;

NOW, THEREFORE, this Assignment witnesses as follows:

**1. Definitions.**

In this Assignment, the following terms shall have the following meanings:

- |                         |  |
|-------------------------|--|
| "Intellectual Property" | the Technology and Patents.  |
| "Technology"            | any and all inventions, technology, materials and know-how relating to the technology described in attached Exhibit A, and which have been developed by the ASSIGNOR and the Inventors, and all rights in such inventions, technology, materials and know-how. |
| "Patents"               | the patents and patent applications identified in attached Exhibit A, and any future patents and patent applications which are based upon or derive priority from that listed in Exhibit A.  |

**2. Assignment.**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the ASSIGNOR, by these presents does sell, assign, and transfer to the ASSIGNEE, the entire right, title, and interest in and to said applications and Letters Patent, in and to any divisions, continuations, and reissues thereof, and in and to all inventions and improvements disclosed and described in said applications and Letters Patent, preparatory to

obtaining Letters Patent of the United States therefor; and ASSIGNOR hereby requests the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said applications, or from divisions, continuations, or reissues thereof, to ASSIGNEE, for its interest and for the sole use and benefit of ASSIGNEE, and its assigns and legal representatives, including all rights the ASSIGNOR may have to sue for damages and other remedies in respect of any infringement of the Letters Patent which may have occurred before the date of this assignment; the same to be held and enjoyed by the ASSIGNEE, for its own use and behoof, and for its legal representatives and assigns, to the full end of the term for which said Letters Patent are granted, as fully and entirely as the same would have been held by the ASSIGNOR had this assignment and sale not been made;

For the same consideration, the ASSIGNOR, by these presents, does sell, assign, and transfer to the ASSIGNEE the full, exclusive, and entire right, title, and interest in and to any foreign application or applications corresponding to said applications, in whole or in part, in countries other than the United States, in and to any Letters Patent and similar protective rights granted on said foreign applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations; said foreign applications to be filed and issued in the name of the ASSIGNEE or its designee insofar as permitted by applicable law;

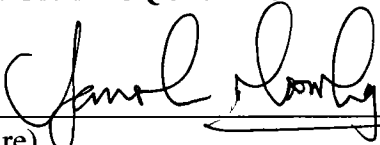
The assignment effected herein shall include, without limitation, the assignment and transfer of (a) all patents and other intellectual property that may be granted pursuant to the applications and patents listed in the attached Exhibit A, as well as all patents and other Intellectual Property that may derive priority from or have equivalent claims to or be based upon the Intellectual Property in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations-in-part, reissues, and extensions), and the Intellectual Property shall be deemed to include all such items of property; and (b) all rights of action, powers and benefits arising from ownership of the Technology and the Intellectual Property, including, without limitation, the right to sue for damages and other legal and equitable

remedies in respect to all causes of action arising prior to, on or after the date of this Assignment; and; (c) all rights of ownership of any materials that form part of the Intellectual Property, including, without limitation, any cell lines, antibodies, or other materials.

AND, for the same consideration, the ASSIGNOR agrees to sign all lawful papers, execute all reissue, and other applications, make all assignments and rightful oaths, be joined with the ASSIGNEE as a nominal party if necessary to satisfy any requirement of law in any proceeding in respect of infringement of the Letters Patent occurring before the effective date of this assignment, and generally do everything possible to aid the ASSIGNEE, its successors, assigns, and nominees to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.

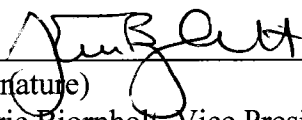
IN WITNESS WHEREOF, this Assignment is executed by its duly authorized officer, this 22nd day of June, 2010.

**ASSIGNOR: AZI ACQUISITION CORPORATION**

By:   
(Signature)  
Ganesh Moorthy, Executive Vice President  
(Name and Title)

IN WITNESS WHEREOF, acceptance of this Assignment is executed by its duly authorized officer, this 22nd day of June, 2010.

**ASSIGNEE: MICROCHIP TECHNOLOGY INCORPORATED**

By:   
(Signature)  
J. Eric Bjornholt, Vice President, Chief Financial Officer  
(Name and Title)

### EXHIBIT A

Title	Patent No.	Issue Date	App. No.
Wireless Battery Charging of Electronic Devices Such as Wireless Headsets/Headphones	7548040	6/16/2009	11/494,874
Edge Alignment for Frequency Synthesizers	7532077	5/12/2009	11/801,199
Frequency Calibration for Frequency Synthesizers	7474159	1/6/2009	11/801,218
Fast Startup Resonant Element Oscillator	7482888	1/27/2009	11/827,947
One-time Programmable Non-volatile memory	7564707	7/21/2009	11/843,404
Voltage Regulator with a Hybrid Control Loop	7570035	8/4/2009	11/888,715
Multiple-path power amplifier	7560983	7/14/2009	12/025,005
Analog-to-digital Conversion Circuit	7583211	9/1/2009	12/028,104