

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
GTronix, Inc.	06/18/2010

**RECEIVING PARTY DATA**

Name:	National Acquisition Sub, Inc.
Street Address:	2900 Semiconductor Corp.
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95052

**PROPERTY NUMBERS Total: 13**

Property Type	Number
Patent Number:	7719895
Application Number:	11737127
Application Number:	12042673
Application Number:	12478719
Application Number:	12478745
Application Number:	12499790
Application Number:	12815362
Application Number:	61186793
Application Number:	61250455
Application Number:	61254538
Application Number:	61254526
Application Number:	61314110
Application Number:	61314128

**CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:

66935-0999

NAME OF SUBMITTER:

Michael B. Stewart

Total Attachments: 9

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## PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the "*Assignment*"), dated June 18, 2010, is entered into between and among **GTronix, Inc.**, a corporation organized under the laws of the state of Delaware ("*Assignor*") and **National Acquisition Sub, Inc.**, a corporation organized under the laws of the state of Delaware ("*Assignee*").

WHEREAS, this Assignment is delivered pursuant to the Closing under the Asset Purchase Agreement (the "*Purchase Agreement*") dated June 18, 2010, between and among GTronix, Inc., a corporation organized under the laws of the state of Delaware and National Acquisition Sub, Inc., a corporation organized under the laws of the state of Delaware,

WHEREAS, capitalized terms used but not defined in this Agreement shall have the meaning ascribed to them in the Purchase Agreement; and

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the patents and patent applications included in the purchased Intellectual Property owned by Assignor, including, without limitation, those patents, patent applications and registrations listed on Schedule A and further on the Seller Disclosure Schedule of the Purchase Agreement, dated June 18, 2010 hereto (collectively, the "*Assigned Patents*").

NOW THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee all of the Assignor's right, title, and interest in and to the patents, patent applications, statutory invention registrations and invention disclosures related to the Assigned Patents and specifically including the following properties and right with respect to the Assigned Patents:

- (i) the inventions claimed or described in the Assigned Patents;
- (ii) any patents in the United States and anywhere else in the world and patent applications that have been or may be granted or filed, respectively, with respect to those inventions, including without limitation all foreign patents that may claim priority based on or correspond to the Assigned Patents;
- (iii) all divisions, renewals, reissues, continuations, extensions and continuations-in-part of the foregoing patents and counterparts thereof throughout the work that may be based on or correspond to the Assigned Patents;
- (iv) all income, royalties, damages and payments due or payable to the Assignor with respect to the patents, including without limitation unpaid damages and payments for past, present and future infringements of any Assigned Patent; and
- (v) all rights to sue and recover damages and payments for past, present and future infringements of any of the Assigned Patents, including the right to fully and entirely replace the Assignor in all related matters.

The foregoing rights in and under the Assigned Patents shall apply to the full end of their terms as fully as the Assignor would have held the same in the absence of this Assignment. As of the date set forth above, the Assignee has succeeded to all right, title and standing of the Assignor to: (a) receive all rights and benefits pertaining to the patents described above; and (b) commence, prosecute, defend and settle all claims and take all actions that the Assignor, in its sole discretion, may elect in relation to the Assigned Patents and rights described above.

In the event of a conflict between this Assignment and the Purchase Agreement, the parties agree that the Purchase Agreement shall control.

**\*\*SIGNATURE PAGE FOLLOWS\*\***

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers, effective as of the date first written above.

Assignor

**GTronix, Inc.**

46832 Lakeview Blvd.  
Fremont, CA 94538

By: 

Name: Hubert Engulbrecht

Title: CEO

Assignee

**National Acquisition Sub, Inc.**

c/o National Semiconductor Corp.  
2900 Semiconductor Drive  
P.O. Box 58090  
Santa Clara, CA 95052

By: 

Name: Todd M. DuChene

Title: Secretary

STATE OF CALIFORNIA )  
 ) SS:  
COUNTY OF SANTA CLARA )

On June 18, 2010, before me, Shirley A. Davis, Notary Public, personally appeared Hubert Engelbrechten, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Shirley A. Davis

(Seal)



STATE OF California )  
 ) SS:  
COUNTY OF Santa Clara )

On July 7, 2010, before me, Frances L. McAnallen, Notary Public, personally appeared Todd M. Duchene, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity, and that by ~~his/her/their~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Frances L. McAnallen

(Seal)



**SCHEDULE A**

**ASSIGNED PATENTS**

**Schedule A**  
**Issued Patents Assigned from GTronix, Inc.**

<b>Patent/ Application #</b>	<b>Inventors</b>	<b>Title</b>	<b>Date of Issuance</b>
7,719,895 12/042,851 (GTNX.P109)	Matthew Kucic	Always-evaluated zero standby current programmable non-volatile memory	5/18/2010



**Schedule A**  
**Pending Patent Applications Assigned from GTronix, Inc.**

<b>Patent/ Application #</b>	<b>Inventors</b>	<b>Title</b>	<b>Date of Filing</b>
11/737,127 2007/0244698 (GTNX.P104)	Jeff Dugger, Paul Smith, Paul Hasler, Hans Klein	Response-Select Null Steering Circuit	4/18/2006
12/042,673 2008/0219483 (GTNX.P105)	Hans Klein, Bal Sandhu	Small-footprint microphone module with signal processing functionality	3/5/2007
12/478,719 (GTNX.P104CIP)	Sanjay Bhandari, Paul Smith, J. Serrano, Jeff Dugger, S. Scarlett	Microphone system with Quiet mode	6/4/2008
12/478,745 (GTNX.P113)	Horia Giuroiu	Acoustic Headphone Having a Single Interface to Receive Audio Signals and Configuration data	6/4/2008
12/499,790 (GTNX.P114)	Eygeny Fomin, Hari Vyas	Module Tester	7/2/2008
12/815,362 (GTNX P116)	Horia Giuroiu	Method and apparatus for an inverting gain stage or inverting integrator	6/14/2010

**Pending Foreign Patent Applications Assigned from GTronix, Inc.**

<b>Patent/ Application #</b>	<b>Inventors</b>	<b>Title</b>	<b>Date of filing or publication</b>
PCT/US2008/055931	Hans Klein, Bal Sandhu	Small-footprint microphone module with signal processing functionality	3/5/2008
EP 20080743694	Hans Klein, Bal Sandhu	Small-footprint microphone module with signal processing functionality	published 12/16/2009 (EP 2132955A1)
JP 2009552863	Hans Klein, Bal Sandhu	Small-footprint microphone module with signal processing functionality	10/27/2009
CN 2008/80007132	Hans Klein, Bal Sandhu	Small-footprint microphone module with signal processing functionality	9/4/2009 published 1/13/2010 (CN101627641)

**Schedule A**  
**Provisional Patent Applications Assigned from GTronix, Inc.**

<b>Application #</b>	<b>Inventors</b>	<b>Title of disclosure</b>	<b>Date of filing</b>
61/186,793 (P117)	Horia Giuroiu et al	Method and apparatus for implementing Active-Noise-Cancellation ("ANC") techniques	6/12/2009
61/250,455 (P118P)	Paul Smith, Sanjay Bhandari, J. Yu, S. Peng, P. Escobar-Bowser, S. Curry, Y. Li	Microphone calibration system and architectures to compensate for microphone gain and phase differences	10/9/2009
61/254,538 (P119P)	Paul Smith, P. Escobar-Bowser, S. Peng, J. Yu, S. Curry, Y. Li, Sanjay Bhandari	High resolution architecture and efficient procedures for automatic microphone mismatch calibration	10/23/2009
61/254,526 (P120P)	Paul Smith, J. Yu, S. Peng, P. Escobar-Bowser, S. Curry, Y. Li, Sanjay Bhandari	Architecture and circuit designs for a beam forming noise cancellation system	10/23/2009
61/314,110 (P121P)	Nikhil Balachandran, Sanjay Bhandari, Srivatsan Kandadai, Horia Giuroiu	Automated Optimization of Active Noise Cancellation (ANC) System	3/15/2010
61/314,128 (P122P)	Sanjay Bhandari	Adaptive Active Noise Cancellation System	3/15/2010