

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AmberWave Systems Corporation	06/30/2010
RECEIVING PARTY DATA	
Name:	Micron Technology, Inc.
Street Address:	8000 S. Federal Way
City:	Boise
State/Country:	IDAHO
Postal Code:	83707-0006
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12878815
CORRESPONDENCE DATA	
Fax Number:	(206)359-4209
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	206-359-8000
Email:	swhelan@perkinscoie.com
Correspondent Name:	PERKINS COIE LLP PATENT-SEA
Address Line 1:	PO BOX 1247
Address Line 4:	SEATTLE, WASHINGTON 98111-1247
ATTORNEY DOCKET NUMBER:	108299021US1
NAME OF SUBMITTER:	Stephen P. Whelan
Total Attachments: 5 source=9021_Assignment_to_Micron#page1.tif source=9021_Assignment_to_Micron#page2.tif source=9021_Assignment_to_Micron#page3.tif source=9021_Assignment_to_Micron#page4.tif source=9021_Assignment_to_Micron#page5.tif	

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PATENT

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property effective as of June 30, 2010 (this "Assignment"), is made by AmberWave Systems Corporation, a Delaware corporation (the "Seller") in favor of Micron Technology, Inc., a Delaware corporation (the "Buyer"). All capitalized words and terms used in this Assignment and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement dated and effective June 22, 2010 by and between the Seller and the Buyer (the "Agreement").

WHEREAS, pursuant to the Agreement, the Seller has agreed to sell, transfer, convey, assign and deliver to the Buyer certain assets of the Seller, including all of the intellectual property assets of the Seller listed on Seller Disclosure Letter Schedule 3.13(h) (attached hereto) and Schedule 3.13(k); and

WHEREAS, in consideration thereof, the Agreement requires that the Buyer pay, and Buyer has agreed to pay, the Purchase Price.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby agrees as follows:

1. Seller does hereby sell, assign, transfer, and convey to Buyer all of Seller's right, title and interest in and to all patents, patent applications, patent rights, trademarks, domain names, and other intellectual property rights listed on Seller Disclosure Letter Schedule 3.13(h) (attached hereto) and Schedule 3.13(k) (the "Intellectual Property Rights"), subject to the rights provided by Seller to AmberWave, Inc. pursuant to the IP Cross License Agreement by and between Seller and AmberWave, Inc. effective as of Feb. 1st 2010 (the "IP Cross License Agreement"). Seller conveys to the maximum extent provided under law, all of Seller's entire worldwide right, title and interest in, to, and under the patent rights arising from or related to the Intellectual Property Rights, the same to be held and enjoyed by Buyer for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made. The foregoing includes the assignment, transfer and conveyance of all causes of actions, claims, and demands or other rights for, or arising from, any infringement, including past infringement, all rights of priority under any international conventions and any other international agreements to which the United States adheres, all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to the Intellectual Property Rights, and all rights corresponding thereto throughout the world. Seller hereby transfers all goodwill associated with any of the Intellectual Property Rights consisting of trademarks.

2. Seller hereby covenants and agrees that Seller will not execute any writing or do any act whatsoever conflicting with this Assignment, and that Seller will, at any time upon request, without further or additional consideration but at the expense of Buyer, execute such additional assignments and other writings and do such additional acts as Buyer, in its reasonable discretion, may deem necessary or desirable to perfect Buyer's enjoyment of this grant, and

render reasonably necessary or desirable assistance in making application for and obtaining original, divisional, continuations, continuation-in-part, reexamined, reissued, or extended letters patent or of any and all foreign countries on said inventions, and in enforcing any rights or causes of action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and/or by executing preliminary statements and other affidavits.

3. The Buyer and the Seller authorize and request that the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, record Buyer as the owner of record for any of the Intellectual Property Rights consisting of patents or trademarks.

4. All disputes, claims or controversies arising out of this Assignment, or the negotiation, validity or performance of this Assignment, or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles governing conflicts of laws.

5. This Assignment shall be binding upon and inure to the benefit of the Buyer and the Seller and their respective successors and assigns.

6. If any provision of this Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

7. This Assignment may be executed in two (2) counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

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Schedule 3.13 (h) Registered Intellectual Property

Patents

Docket	App. #	Title	Filing Date	Conversion Date
AMBERWAVE-1001	61/286828	Gallium Nitride Wafer Substrate	12/16/2009	12/16/2010
AMBERWAVE-1002	61/236300	Silicon / Poly-Aluminum Nitride Substrate	8/24/2009	8/24/2010
AMBERWAVE-1003	61/241233	Surface Template Layer for Epitaxial Growth of II-Nitride Materials	9/10/2009	9/10/2010
AMBERWAVE-1004A	61/291036	Batch Anneal	12/30/2009	12/30/2010
AMBERWAVE-1005	61/267134	Improved Support Substrate	12/7/2009	12/7/20010
AMBERWAVE-1006	61/261065	Silicon / Poly-Aluminum Nitride Substrate	12/13/2009	11/13/2010
AMBERWAVE-1007	61/285270	LED Architectures	12/10/2009	12/10/2010
AMBERWAVE-1009	61/307406	Substrate Removal	2/23/2010	2/23/2011

Trademarks

Docket	App. #	Mark	Filing Date	Deadlines
AMBERWAVE-T007	77/718719	BRITEGAN (word mark)	4/21/2009	SOU 5/24/2010
AMBERWAVE-T008	77/718739	POWERGAN (word mark)	4/21/2009	

URLs

Docket	URL	Registered Date	Renewal
AMBERWAVE-T007	BRITEGAN.COM	4/21/2009	4/21/2011
AMBERWAVE-T008	POWERGAN.COM	4/21/2009	4/21/2011

IN WITNESS WHEREOF, the Buyer and the Seller have caused this instrument to be duly executed under seal as of and on the date first above written.

Seller:

AmberWave Systems Corporation

By: Richard Faubert

Richard Faubert - CEO

ACCEPTED:

Buyer:

Micron Technology, Inc.

By: _____

Abid Ahmad, VP of Silicon Systems

STATE OF New Hampshire)
COUNTY OF Bellamy) SS.

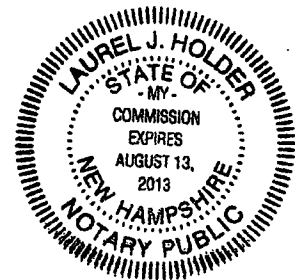
I, a notary public, in and for the county and state aforesaid, do hereby certify that Richard Faubert personally known to me to be the CEO of AmberWave Systems Corporation, a Delaware corporation appeared before me this day in person and acknowledged that he signed the above and foregoing instrument as his free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 30th day of June, 2010.

Laurel J. Holder

Notary Public

My commission expires on: August 13, 2013



IN WITNESS WHEREOF, the Buyer and the Seller have caused this instrument to be duly executed under seal as of and on the date first above written.

Seller:

AmberWave Systems Corporation

By: _____

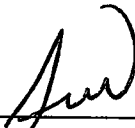
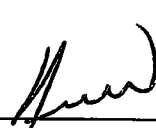
Richard Faubert - CEO

ACCEPTED:

Buyer:

Micron Technology, Inc.

REVIEWED
MTI Legal

By:   _____

SRD

Abid Ahmad, VP of Silicon Systems

STATE OF _____)

) SS.

COUNTY OF _____)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Richard Faubert personally known to me to be the CEO of AmberWave Systems Corporation, a Delaware corporation appeared before me this day in person and acknowledged that he signed the above and foregoing instrument as his free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this ____ day of _____, 2010.

Notary Public

My commission expires on: _____