

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
LSI Logic Corporation	04/22/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Nantero, Inc.
<b>Street Address:</b>	25-D Olympia Avenue
<b>City:</b>	Woburn
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01801
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12475013
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)526-5000
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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<b>Email:</b>	Fay.Guarino@wilmerhale.com
<b>Correspondent Name:</b>	WILMERHALE/BOSTON
<b>Address Line 1:</b>	60 State Street
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109
<b>ATTORNEY DOCKET NUMBER:</b>	0112020.254US3/LNAN-10
<b>NAME OF SUBMITTER:</b>	Fay E. Guarino
<b>Total Attachments: 11</b> source=0112020_00254US3_Assignment_LSI_to_Nantero#page1.tif source=0112020_00254US3_Assignment_LSI_to_Nantero#page2.tif source=0112020_00254US3_Assignment_LSI_to_Nantero#page3.tif source=0112020_00254US3_Assignment_LSI_to_Nantero#page4.tif source=0112020_00254US3_Assignment_LSI_to_Nantero#page5.tif	

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## ASSIGNMENT AGREEMENT

This Assignment Agreement ("Assignment Agreement") is entered into and made effective this 22<sup>nd</sup> day of April, 2008 ("Effective Date") by and between LSI Logic Corporation, a Delaware corporation, doing business in AL, AZ, CA, CO, CT, DE, FL, GA, KS, IL, MA, MD, MN, NC, NH, NJ, NY, OH, OR, PA, SC, UT, TX, VA and WA as LSI Logic Corporation, and having a place of business located at 1621 Barber Lane, Milpitas, CA 95035 ("LSI") and Nantero, Inc., a corporation organized under the laws of Delaware with its principal place of business located at 25-D Olympia Avenue, Woburn, MA 01801 ("Nantero"). (LSI and Nantero are hereinafter referred to individually by their respective names or as "Party" and collectively as "Parties").

### RECITALS

WHEREAS Nantero and LSI entered into a Process Development Agreement on October 10, 2003 ("Development Agreement");

WHEREAS, Nantero and LSI have been involved in discussions regarding the ownership of certain patents filed by LSI relating to the Development Agreement; and

WHEREAS, Nantero and LSI desire to resolve ownership of the patents in accordance with the terms set forth below.

NOW, THEREFORE, the Parties, in consideration of the foregoing premises and covenants contained herein, agree as follows:

#### 1. Definitions.

##### 1.1 "Exhibit A Patents" means

- (a) the United States and foreign patents and/or patent applications listed on the attached Exhibit A and any patents issuing from such applications;
- (b) any divisionals, continuations, and continued prosecution applications (and their relevant foreign equivalents) of the patents and patent applications listed on Exhibit A;
- (c) any patents resulting from reissues, reexaminations, or extensions (and their relevant foreign equivalents) of the patents described in (a) and (b) above; and
- (d) foreign (non-United States) patent applications filed after the Effective Date and the relevant foreign equivalents to divisionals, continuations, and continued prosecution applications of the patent applications and the resulting patents.

##### 1.2 "Exhibit B Patents" means

- (a) the United States and foreign patents and/or patent applications listed on the attached Exhibit B and any patents issuing from such applications;
- (b) any divisionals, continuations, and continued prosecution applications (and their relevant foreign equivalents) of the patents and patent applications listed on Exhibit B;

(c) any patents resulting from reissues, reexaminations, or extensions (and their relevant foreign equivalents) of the patents described in (a) and (b) above; and

(d) foreign (non-United States) patent applications filed after the Effective Date and the relevant foreign equivalents to divisionals, continuations, and continued prosecution applications of the patent applications and the resulting patents.

1.3 "Exhibit C Patents" means

(a) the United States and foreign patents and/or patent applications listed on the attached Exhibit C and any patents issuing from such applications;

(b) any divisionals, continuations, and continued prosecution applications (and their relevant foreign equivalents) of the patents and patent applications listed on Exhibit C;

(c) any patents resulting from reissues, reexaminations, or extensions (and their relevant foreign equivalents) of the patents described in (a) and (b) above; and

(d) foreign (non-United States) patent applications filed after the Effective Date and the relevant foreign equivalents to divisionals, continuations, and continued prosecution applications of the patent applications and the resulting patents.

1.4 "License Term" means the period commencing on the Effective Date and continuing until the expiration or abandonment of all issued Exhibit A Patents.

1.5 "Patents" means the Exhibit A Patents, Exhibit B Patents and Exhibit C Patents.

1.6 "Person" means any natural person, corporation, partnership, limited liability company, trust or other legal entity.

1.7 "Related Persons" means a Person's affiliates, parents, Subsidiaries, shareholders, members, managers, associates, employees, officers, directors, representatives, agents, successors and assigns.

1.8 "Subsidiary" of a party means a company or other legal entity (i) the majority of whose shares or other securities entitled to vote for election of directors (or other managing authority) is now or hereafter controlled by such party either directly or indirectly; or (ii) which does not have outstanding shares or securities but the majority of whose ownership interest representing the right to manage such company or other legal entity is now or hereafter owned and controlled by such party either directly or indirectly; but any such company or other legal entity shall be deemed to be a Subsidiary of such party only as long as such control or ownership and control exists.

2. Assignment of Exhibit A Patents to Nantero. LSI hereby assigns and causes each of its Subsidiaries to assign to Nantero the entire right, title and interest in the Exhibit A Patents and the right to recover for past infringement of the Exhibit A Patents. This assignment is made subject to (i) the license retained by LSI and its Subsidiaries as set out in Section 3 and (ii) any licenses granted by LSI to third parties prior to this assignment by LSI to Nantero. Within thirty (30) days of the date of this Agreement LSI shall provide Nantero with a list, created in good faith, of the third parties to which LSI has granted a license to the Exhibit A Patents, and Nantero acknowledges that LSI may not be able to identify each third party granted a license by

LSI to the Exhibit A Patents. LSI also agrees, upon the written request of Nantero, to make a good faith effort to confirm if a third party identified by Nantero as a possible infringer has been granted a license to the Exhibit A Patents by LSI prior to the Effective Date. Upon execution of this Assignment Agreement, LSI and/or its Subsidiaries shall execute a Patent Assignment in the form set forth in the attached Exhibit D. Upon Nantero's request, LSI and/or its Subsidiaries shall execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper to secure the grant of Letters Patent in the United States and in all other countries to Nantero, to vest and confirm in Nantero, its successors and assigns, the legal title to all such Exhibit A Patents. Upon the Effective Date, Nantero shall assume all expenses related to the Exhibit A Patents that accrue thereafter.

3. License of Exhibit A Patents to LSI. Subject to the terms of this Assignment Agreement, the parties agree that LSI and its Subsidiaries retain, during the License Term, a non-exclusive, non-transferable, irrevocable, royalty-free, world-wide license (without the right to grant sublicenses) under the Exhibit A Patents and patents issuing from the Exhibit A Patents to develop, have developed, make, have made, use, sell, offer to sell, lease, and import products and to perform processes and services; provided that such license shall not be construed as granting a license to any other patent or intellectual property rights that relate to such products, processes and services.

4. Ownership of Exhibit B and Exhibit C Patents. LSI shall retain the entire right, title and interest in the Exhibit B Patents and Exhibit C Patents, subject to LSI's covenant not to assert any rights under the Exhibit C Patents against Nantero as set forth in Section 5.

5. Covenant Not to Sue. LSI hereby agrees on behalf of itself and its Related Persons, that it will not assert any rights under any Exhibit C Patents against Nantero, its Related Persons or their respective distributors or customers. In the case of customers and distributors, the provisions of this Section 5 shall apply solely in connection with products and services of Nantero and its Related Persons.

6. Releases.

6.1 Release by LSI. LSI, on behalf of itself and its Related Persons, hereby unconditionally and irrevocably releases, remises, acquits and forever discharges Nantero and its Related Persons and their respective customers and distributors, from any and all debts, demands, actions, causes of action, suits, dues, sum and sums of money, accounts, reckonings, bonds, specialties, covenants, contracts, controversies, agreements, promises, doings, omissions, variances, damages, extents, executions, and liabilities of every kind and nature, at law, in equity or otherwise, liquidated or indefinite, known or unknown, suspected or unsuspected, fixed or contingent, and whether direct or indirect, hidden or concealed, that it now has or ever had to date arising out of or related to the infringement of the Patents or the ownership of the Patents. In the case of customers and distributors, the provisions of this Section 6.1 shall apply solely in connection with products and services of Nantero and its Related Persons.

6.2 Release by Nantero. Nantero, on behalf of itself and its Related Persons, hereby unconditionally and irrevocably releases, remises, acquits and forever discharges LSI and its Related Persons and their respective customers and distributors, from any and all debts, demands, actions, causes of action, suits, dues, sum and sums of money, accounts, reckonings, bonds, specialties, covenants, contracts, controversies, agreements, promises, doings, omissions, variances, damages, extents, executions, and liabilities of every kind and nature, at law, in equity

or otherwise, liquidated or indefinite, known or unknown, suspected or unsuspected, fixed or contingent, and whether direct or indirect, hidden or concealed, that it now has or ever had to date arising out of or related to the infringement of the Patents or the ownership of the Patents. In the case of customers and distributors, the provisions of this Section 6.2 shall apply solely in connection with products and services of LSI and its Related Persons.

7. Payment. Within thirty (30) days of execution of this Assignment Agreement, Nantero shall pay LSI one hundred thousand United States Dollars (US \$100,000.00) as partial reimbursement for expenses incurred by LSI in connection with the Exhibit A Patents. LSI shall have no responsibility for any expenses associated with the Exhibit A Patents after the Effective Date, other than reasonable expenses incurred by LSI in connection with the execution of the documents described in Section 2, above.

8. Representations and Warranties.

8.1 Each party hereby represents and warrants to the other that

(i) the execution and delivery of this Assignment Agreement and the consummation of the transactions contemplated hereby and thereby have been validly authorized by all necessary corporate action on the part of such party;

(ii) neither the execution and delivery by such party of this Assignment Agreement or the other agreements referenced herein to which such party will be a party, nor the consummation by such party of the transactions contemplated hereby or thereby, will conflict with or violate any provision of the charter or bylaws of such party, conflict with, result in a breach of, constitute (with or without due notice or lapse of time or both) a default under any agreement or contract or violate any order, writ, injunction, decree, statute, rule or regulation applicable to such party; and

(iii) other than licenses granted by LSI to third parties prior to this assignment by LSI to Nantero, it has not heretofore assigned or transferred or purported to assign or transfer to any person or entity not a party hereto, the whole or any part or portion of its claims or rights which constitute matters released or discharged pursuant to this Assignment Agreement.

8.2 LSI represents and warrants that, except for the patents and patent applications identified in Exhibit A, there are no issued patents or patent applications in any jurisdiction which claim priority to any of the patents or patent applications listed in Exhibit A. LSI also represents and warrants that it does not own any patents or patent applications covering technology relating to the Development Agreement that are not listed on Exhibit A, B or C.

9. No Admissions. This Agreement is entered into in order to compromise and settle disputed claims and proceedings, without any acquiescence on the part of either party as to the merit of any claim, defense, affirmative defense, counterclaim, liabilities or damages related to the Patents. Neither this Agreement nor any part hereof shall be, or be used as, an admission of liability by either party or its Related Persons, at any time for any purpose.

10. Miscellaneous.

10.1 Waiver. The waiver by either party of a breach of or a default under any provision of this Assignment Agreement by the other party shall not be construed as a waiver of

any subsequent breach of the same or any other provision of this Assignment Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any right, power or privilege by such party.

10.2 Relationship of Parties. Nothing herein shall create or be deemed to create any relationship of agency, joint venture or partnership between the parties.

10.3 Integration. This Assignment Agreement contains the full understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings and writings relating thereto. No waiver, alteration or modification of any of the provisions hereof shall be binding unless made in writing and signed by the parties by their respective authorized officers.

10.4 Governing Law. This Assignment Agreement shall be subject to and interpreted in accordance with the law of the State of New York, exclusive of its conflict of law provisions.

10.5 No Election of Remedies. The remedies accorded herein to each party are cumulative and in addition to those provided by law, and may be exercised separately, concurrently or successively.

10.6 Binding Effect. This Assignment Agreement shall be binding upon and inure to the benefit of LSI and Nantero and their respective successors and assigns.

10.7 Headings. The headings contained in this Assignment Agreement are for convenience and ease of reference only and shall not be considered in construing this Assignment Agreement.

10.8 Counterparts. This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument

10.9 Notices. All notices under this Assignment Agreement shall be in writing, and shall be personally delivered or sent by prepaid certified or registered U.S. mail to the address of the Party to be noticed. All notices given hereunder shall be sent to the addresses set forth below, which may be changed by notice so given. Notices shall be effective upon receipt:

If to Nantero:

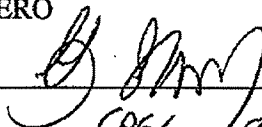
Nantero  
25-D Olympia Avenue  
Woburn, MA 01801  
Attention: President  
Tel: 781 932-5338  
Fax: 781 838-6070

If to LSI:

LSI Logic Corporation  
1621 Barber Lane  
Milpitas, CA 95035  
Attention: General Counsel  
Tel: 408 954 3132  
Fax: 408 433 6196

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed under seal in their names by their properly and duly authorized officers or representatives as of the date set forth above.

NANTERO

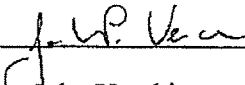
By: 

Name: GREG SCHMEIGEL

Title: CFO

Date: 4/22/08

LSI CORPORATION

By: 

Name: John Veschi

Title: Vice President

Date: APRIL 29 2008



EXHIBIT A

LSI Docket Number	Serial Number	Issue Number	Title
03-1930	10/917,551	6,955,937	Carbon Nanotube Memory Cell for Integrated Circuit Structure with Removable Side Spacers to Permit Access to memory Cell and Process for Forming Such Memory Cell
03-1996	10/810,760	6,969,651	Layout Design and Process to Form Nanotube Cell for Nanotube Memory Applications
03-2076/1C	11/429,069		Isolated Metal Plug Process For Use In Fabricating Carbon Nanotube Memory Cells
04-0195	11/112,768		Carbon Nanotube Memory Cells Having Flat Bottom Electrode Contact Surface
04-0742	10/990,862		Integrated Circuit Structures Having Via And Interconnect Structures Therein Comprising Carbon Nanotube/Metal Composites And Characterized By Reduced Electromigration
04-1991	11/142,725		Non-tensioned Carbon Nanotube Switch Design and Process for making same
05-0390	11/312,849		Self-Aligned Cell Integration Scheme
05-0710	11/270,104		Nano Structure Electrode Design
05-0851	11/284,503		NanoTube Fuse Structure
05-0901	11/282,982		Process Method to Allow Non-Destructive Silicon Dioxide Deposition onto, and Passivation of, Carbon Nano-Tubes
05-0927	11/304,801		Method of Aligning Nanotubes and Wires with an Etched Feature
05-1149	11/304,871		Method for aligning Deposited Nanotubes onto an Etched Feature using a Spacer
05-1270	11/329,849		Use selective growth metallization to improve electrical connection between Carbon nanotubes and electrodes
05-1283	11/297,766		Method of Depositing Metal-Containing Layers Without Damaging Underlying Nanotubes and Wires
05-1343	11/298,274		Novel techniques for precision pattern transfer of Carbon nanotubes from photo mask to wafers

EXHIBIT B

LSI Docket Number	Serial Number	Issue Number	Title
01-751	10/067,299	6,621,134	Vacuum Sealed RF/Microwave Microresonator
02-0166	10/135,869	7,016,748	Collaborative Integration of Hybrid Electronic and Micro and Sub-Micro Level Aggregates

EXHIBIT C

LSI Docket Number	Serial Number	Issue Number	Title
05-0074	11/122,356		High Resolution Semiconductor Bio-chip with Configuration Sensing Flexibility
05-0075	11/172,486		Implantable, Fully Integrated and High Performance Semiconductor Device for Retinal Prostheses
05-0786	11/286,558		Configurable Power Segmentation Using A Nanotube Structure
05-0789	11/286,557		Programmable Power Management Using A Nanotube Structure
05-0836	11/286,546		Programmable Nanotube Interconnect

EXHIBIT D

ASSIGNMENT OF PATENT

LSI Corporation, a Delaware corporation doing business in AL, AZ, CA, CO, CT, DE, FL, GA, KS, IL, MA, MD, MN, NC, NH, NJ, NY, OH, OR, PA, SC, UT, TX, VA and WA as LSI Logic Corporation, and having a place of business located at 1621 Barber Lane, Milpitas CA 95035 ("LSI"), hereby assigns to Nantero, Inc., a Delaware corporation located at 25-D Olympia Avenue, Woburn, MA 01801 ("Nantero"), the entire right, title and interest for the United States of America and its territorial possessions, and all foreign countries including all rights of priority, in inventions disclosed in the patents and patent applications identified on Schedule A, and in and to all Letters Patent of the United States and all foreign countries which may or shall be granted on said inventions, or any parts thereof, or any divisional, continuing, reissue or other applications based in whole or in part thereon, and the right to recover for past infringement of the patents. Nantero hereby accepts said Assignment.

LSI agrees to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper to secure the grant of Letters Patent in the United States and in all other countries to Nantero, to vest and confirm in said corporation, its successors and assigns, the legal title to all such patents.

LSI does hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue such Letters Patent as shall be granted upon said inventions or applications based thereon to said Nantero its successors and assigns.

Witness my hand and seal this 29<sup>th</sup> day of April, 2008.

LSI Corporation

J.P. Veschi  
Name: JOHN P. VESCHI  
Title: VICE PRESIDENT

STATE OF PENNSYLVANIA

County of Lehigh

On this 29<sup>th</sup> day of April, 2008, before me, the undersigned notary public, personally appeared John P. Veschi, proved to me through satisfactory evidence of identification, which was company photo ID, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[affix seal]

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Linda J. Dombroski, Notary Public  
Haverker Twp., Lehigh County  
My Commission Expires Feb. 4, 2010  
Member, Pennsylvania Association of Notaries

Linda J. Dombroski

Notary Public  
My commission expires: Feb. 4, 2010

SCHEDULE A

ASSIGNMENT OF PATENTS

Patent Applications

LSI Docket Number	Serial Number	Title
03- 2076/1C	11/429,069	Isolated Metal Plug Process For Use In Fabricating Carbon Nanotube Memory Cells
04-0195	11/112,768	Carbon Nanotube Memory Cells Having Flat Bottom Electrode Contact Surface
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05-0710	11/270,104	Nano Structure Electrode Design
05-0851	11/284,503	NanoTube Fuse Structure Process Method to Allow Non-Destructive Silicon Dioxide Deposition onto, and Passivation of, Carbon
05-0901	11/282,982	Nano-Tubes Method of Aligning Nanotubes and Wires with an
05-0927	11/304,801	Etched Feature Method for aligning Deposited Nanotubes onto an
05-1149	11/304,871	Etched Feature using a Spacer Use selective growth metallization to improve electrical connection between Carbon nanotubes and
05-1270	11/329,849	electrodes Method of Depositing Metal-Containing Layers
05-1283	11/297,766	Without Damaging Underlying Nanotubes and Wires
05-1343	11/298,274	Novel techniques for precision pattern transfer of Carbon nanotubes from photo mask to wafers

Issued Patents

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03-1996	10/810,760	6,969,651	Layout Design and Process to Form Nanotube Cell for Nanotube Memory Applications