

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RFMD (UK) Limited	09/18/2009
RECEIVING PARTY DATA	
Name:	U2T Photonics UK Limited
Street Address:	5 New Street Square
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC4A 3TW
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7382943
Patent Number:	7555174
Application Number:	12304862
Application Number:	12095535
CORRESPONDENCE DATA	
Fax Number:	(248)645-1568
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	248-645-1483
Email:	ipdocket@howardandhoward.com
Correspondent Name:	Samuel J. Haidle
Address Line 1:	450 West Fourth Street
Address Line 4:	Royal Oak, MICHIGAN 48067-2557
ATTORNEY DOCKET NUMBER:	065442.00011
NAME OF SUBMITTER:	Samuel J. Haidle
Total Attachments: 6	

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**PATENT**  
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT  
BETWEEN RFMD (UK) AND u<sup>2</sup>t PHOTONICS UK**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** ("Agreement") is made and entered into by and between **RFMD (UK) Limited**, a company registered in England and Wales with company number 2927965 and having its registered office at Heighington Lane Business Park, Newton Aycliffe, County Durham, DL5 6JW, United Kingdom (hereinafter the "Assignor"), and **u<sup>2</sup>t Photonics UK Limited**, a company registered in England and Wales with company number 6905793, having its registered office at 5 New Street Square, London EC4A 3TW, United Kingdom (hereinafter the "Assignee"). Both Assignee and Assignor are referred to herein as the "Parties".

**RECITALS:**

Assignor has acquired and now owns rights and title in certain patents and patent applications as set forth in this Agreement. Assignor desires to assign to Assignee the Assignor's rights and title in such patents and patent applications, according to Section 9.10 of the Business Purchase Agreement Between RFMD (UK) Limited and u<sup>2</sup>t Photonics UK Limited dated as of June 5, 2009 for good and valuable consideration and on the terms and conditions described herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

**ARTICLE 1 -- PURCHASE OF PATENT RIGHTS**

**1.1. Effective Date.** The effective date ("Effective Date") of this Agreement shall be the date on which the last Party executes this Agreement.

**1.2 Patents.** The patents shall include the following patents and patent applications, any and all patents issuing therefrom, and any continuations, continuations in part, divisions, reissues or reexaminations thereof and any patents and patent applications to which any such patents or patent applications claim priority, and any foreign counterparts thereto (the "Patents"):

Title	Country	Application Number	Filing Date	Grant No.	Grant Date
A Coplanar Waveguide Line <sup>1</sup>	GB	0325095.8	28-Oct-03	GB2407644B	20-June-07
	All from PCT/GB04/004515		27-Oct-04		
	EP	04791582.2	27-Oct-04		
	JP	2006-537401	27-Oct-04		
	US	10/577,500	27-Oct-04	7,555,174	30-Jun-09
An Optical Modulator <sup>2</sup>	GB	0509542.7	11-May-05		
	All from PCT/GB06/001470		21-Apr-06		
	US	11/920,219	21-Apr-06		
	JP	2008-510624	21-Apr-06		
	EP	06726860.7	21-Apr-06		
Broadband Modulator <sup>2</sup>	US	11/776,583	12-Jul-07	7,382,943	03-Jul-08

<sup>1</sup> Subject to a license back to Filtronic plc, its parent holding company and any subsidiaries of such parent holding company.

<sup>2</sup> Subject to (i) a license back to Filtronic plc, its parent holding company and any subsidiaries of such parent holding company and (ii) a license to Teledyne Technologies, Inc.

Method and Device for Generating a Signal with Wideband Arbitrary Waveform <sup>2</sup>	GB	0524460.3	01-Dec-05		
	All from PCT/GB2006/004436		28-Nov-06		
	EP	06820357.9	28-Nov-06		
	IN	2553/KOLNP/2008	28-Nov-06		
	CN	200680045218.2	28-Nov-06		
	US	12/095,553	28-Nov-06		
Method and Device for Digitising a Microwave Signal <sup>2</sup>	GB	0524461.1	01-Dec-05		
	All from PCT/GB2006/004450		28-Nov-06		
	US	12/095,535	28-Nov-06		
	EP	06820360.3	28-Nov-06		
	IN	2555/KOLNP/2008	28-Nov-06		
	CN	200680045207.4	28-Nov-06		
Gated Analogue to Digital Converter <sup>2</sup>	GB	0712438.1	27-Jun-07		
	PCT	PCT/GB2008/000218	26-Jun-08		
Gated Digital to Analogue Converter <sup>2</sup>	GB	0718385.8	21-Sep-07		
	PCT	PCT/GB2008/002216	26-Jun-08		
A tuneable Electro-optic Modulator <sup>2</sup>	GB	0611703.0	12-Jun-06		
	All from PCT/GB2007/002203		14-Jun-07		
	US	12/304,862	14-Jun-07		
	EP	07733209.6	14-Jun-07		

As identified in the above table, certain patents are subject to a license to Filtronic plc, and its parent holding company and any subsidiaries of such parent holding company while other patents are subject to a (i) license to Filtronic plc, and its parent holding company and any subsidiaries of such parent holding company and (ii) a license to Teledyne Technology Inc. Assignee is aware of these licenses and takes the patents subject to these licenses.

**1.3 Representations/Warranties.** Each Party warrants that it has full power and authority to enter into and perform under this Agreement. Subject to the licenses identified above, Assignor represents and warrants to Assignee that Assignor owns the entire right, title and interest in and to the Patents, that Assignor has not sold, assigned or transferred any rights in the Patents to any person or entity and that Assignor has granted no other licenses under the Patents, and that the Patents have no other encumbrances whatsoever. To the best of Assignor's knowledge, that Assignor is not aware of any challenges, including but not limited to interferences, oppositions, requests for reexamination, or other challenges to the validity or enforceability of the Patents. Other than the representations and warranties set forth explicitly in this Agreement, NEITHER PARTY MAKES ANY REPRESENTATIONS, EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OR OTHERWISE.

## ARTICLE 2 -- CONSIDERATION AND ASSIGNMENT

2.1 **Assignment.** For good and sufficient consideration Assignor hereby sells, assigns and transfers to Assignee all right, title and interest that Assignor holds in the Patents. Assignor shall execute and deliver to Assignee a Memorandum of Assignment, in the form set forth in Attachment A hereto within fifteen (15) calendar days of the Effective Date.

## ARTICLE 3 -- TERM

3.1 **Expiration.** This Agreement shall remain in force until the expiration of the last to expire of the Patents.

## ARTICLE 4 -- GENERAL

4.1 **Confidentiality.** Except as otherwise provided in this Agreement, the terms of this Agreement and any negotiations or information exchanged by the Parties prior to the date of full execution of this Agreement shall remain confidential and shall not be disclosed to any third party or person. Both Parties may disclose the terms of this Agreement if required by applicable law, court order, or legal process and/or pursuant to litigation for breach of this Agreement, provided timely notice is given to the non-disclosing Party to enable the non-disclosing Party to timely object to the disclosure if desired. Either Party may disclose this Agreement to the extent necessary in connection with a financing, sale or other bona fide proposed business transaction, provided such disclosure occurs pursuant to a confidentiality agreement and only to such lawyers, advisors or other individuals who have a need to know the information for purposes of the contemplated transaction and agree to abide by these confidentiality restrictions herein. Notwithstanding anything contained herein, Assignee shall have the right to record any documents, including this Agreement, with any governmental agency to the extent necessary or appropriate to perfect its rights in the Patents. These confidentiality provisions shall remain in effect for so long as the information remains confidential.

4.2 **No Challenge.** Assignor shall not request or assist another party in challenging the validity of the Patents, nor shall Assignor request or assist any other party in requesting any interference, reexamination, opposition, or other judicial or court action or proceeding or challenge against the Patents. Nothing herein is intended to preclude Assignor from complying with any relevant subpoena or court order, provided Assignor timely notifies Assignee of any subpoena or court order in sufficient time to permit Assignee to object as necessary or desired.

4.3 **Further Assurances; Sales and Use Tax; Expenses.** Each Party will execute and deliver such further certificates, agreements and other documents and take such other actions as may be necessary or appropriate to consummate or implement the transactions contemplated hereby. Assignee, and not Assignor, shall be obligated to pay for any and all sales and use tax and any other applicable taxes or fees imposed by any governmental entities arising from the transactions contemplated hereby. Assignor and Assignee will each pay its own expenses incident to the negotiation, preparation and performance of this Agreement and the transactions contemplated hereby.

4.4 **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed given (a) when delivered by hand, or (b) one day after being sent for overnight delivery by Federal Express or other nationally recognized delivery service, to the addressee at the following address (or to such other address as a Party may specify from time to time by notice hereunder):

To Assignor at:  
RFMD (UK) Limited  
c/o RF Micro Devices, Inc.  
7628 Thorndike Road  
Greensboro, North Carolina 27409  
Attention: Philip Smith  
Telephone: (336) 678-5154  
Telecopy: (336) 678-0249

To Assignee at:  
u2t Photonics UK Limited  
c/o u2t Photonics AG  
Reuchlinstraße 10/11  
10553 Berlin, Germany  
Attention: Andreas Umbach  
Telephone: +49 30 726 113 -550  
Telecopy: +49 30 726 113 -800

**4.5 Governing Law.** This Agreement shall be governed and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have Jurisdiction to settle any disputes arising from this Agreement.

**4.6 Reliance.** In entering into this Agreement, the Parties relied wholly on their own judgment and declare that no promise or agreement not herein expressed has been made to the undersigned.

**4.7 No Waiver.** Neither this Agreement, nor any provision hereof, may be waived, modified, amended, discharged, or terminated, except by written instrument signed by the Party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument. Waiver of any breach shall not be deemed a waiver of any other breach.

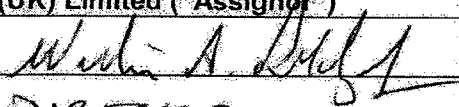

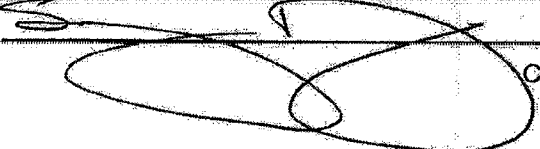

**4.8 Benefit of Counsel.** All Parties have had the full benefit of counsel and of representation in the negotiation, preparation, drafting, and execution of this Agreement; all Parties have read and fully understood the provisions of this Agreement prior to its execution and delivery; and each Party adopts this Agreement and enters into, executes, and delivers this Agreement as its own and voluntary act with full authority.

**4.9 Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future laws, such provision shall be fully severable and the remainder of this Agreement shall continue in full force. In lieu of any severed provision, there shall be added a provision with terms and effect as similar as possible to such illegal, invalid, or unenforceable provision as may be possible, and legal, valid, and enforceable.

**4.10 Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective predecessor, successor, agents, permitted assigns, servants, employees, and officers.

**4.11 Agreement; Modification; Counterparts.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties, including prior term sheets and other proposals provided by Assignee to Assignor as part of the negotiation of this Agreement. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all the Parties. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Further, nothing in this agreement shall be construed in conflict with the provisions of the Business Purchase Agreement Between RFMD (UK) Limited and u<sup>2</sup>t Photonics UK Limited dated as of June 5, 2009.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized officer or partner as of the day and year first above written.

RFMD (UK) Limited ("Assignor")	u <sup>2</sup> t Photonics UK Limited ("Assignee")
By: 	By: 
Title: DIRECTOR	Title: DIRECTOR
Date: July 20, 2007	Date: July 27, 2007
Attest: 	Attest: 

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## Attachment A

## Memorandum of Assignment

WHEREAS, RFMD (UK) Limited, a corporation organized under the laws of the United Kingdom having a principal place of business at Heighington Lane Business Park, Newton Aycliffe, County Durham, DL5 6JW, United Kingdom (hereinafter "ASSIGNOR"), is now the owner of record of the entire right, title, and interest to the following Patents and Patent Applications (hereinafter the "Patents"):

Title	Country	Application Number	Filing Date	Grant No.	Grant Date
A Coplanar Waveguide Line	GB	0325095.8	28-Oct-03	GB2407644B	20-June-07
	All from PCT/GB04/004515		27-Oct-04		
	EP	04791582.2	27-Oct-04		
	JP	2006-537401	27-Oct-04		
	US	10/577,500	27-Oct-04	7,555,174	30-Jun-09
An Optical Modulator	GB	0509542.7	11-May-05		
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	US	11/920,219	21-Apr-06		
	JP	2008-510624	21-Apr-06		
	EP	06726860.7	21-Apr-06		
Broadband Modulator	US	11/776,583	12-Jul-07	7,382,943	03-Jul-08
Method and Device for Generating a Signal with Wideband Arbitrary Waveform	GB	0524460.3	01-Dec-05		
	All from PCT/GB2006/004436		28-Nov-06		
	EP	06820357.9	28-Nov-06		
	IN	2553/KOLNP/2008	28-Nov-06		
	CN	200680045218.2	28-Nov-06		
	US	12/095,553	28-Nov-06		
Method and Device for Digitising a Microwave Signal	GB	0524461.1	01-Dec-05		
	All from PCT/GB2006/004450		28-Nov-06		
	US	12/095,535	28-Nov-06		
	EP	06820360.3	28-Nov-06		
	IN	2555/KOLNP/2008	28-Nov-06		
	CN	200680045207.4	28-Nov-06		
Gated Analogue to Digital Converter	GB	0712438.1	27-Jun-07		
	PCT	PCT/GB2008/000218	26-Jun-08		

Gated Digital to Analogue Converter	GB	0718385.8	21-Sep-07		
	PCT	PCT/GB2008/0 02216	26-Jun-08		
A tuneable Electro-optic Modulator	GB	0611703.0	12-Jun-06		
	All from PCT/GB2007/0022 03		14-Jun-07		
	US	12/304,862	14-Jun-07		
	EP	07733209.6	14-Jun-07		

WHEREAS, **u<sup>2</sup>t Photonics UK Limited**, incorporated in and under the laws of the United Kingdom (hereinafter "ASSIGNEE"), having offices at 5 New Street Square, London EC4A 3TW, United Kingdom, has purchased ASSIGNOR'S entire right, title, and interest in and to the inventions disclosed in the Patents;

NOW, THEREFORE, for good and valuable consideration provided by ASSIGNEE to ASSIGNOR, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents, does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire and full right, title, and interest throughout the world in, to, and under the said Patents and all Patents that may be granted thereon, and all provisional applications relating thereto, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for the said Patents in any country.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 18<sup>th</sup> day of September, 2009.

By:

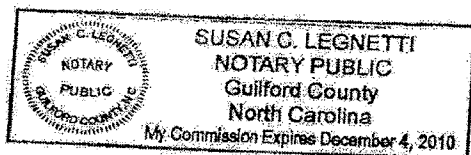
Name:

State of North Carolina  
County of Guilford

On September 18, 2009, before me appeared, personally, Suzanne Rudy, an individual authorized to legally bind RFMD (UK) Limited, a corporation organized under the laws of Vice President & Treasurer, personally known to me (or 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(ies), and that by his signature(s) on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Susan C. Legnetti (Seal)



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