

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Audium Semiconductor Limited	04/06/2010
RECEIVING PARTY DATA	
Name:	New Transducers Limited
Street Address:	Regus House
Internal Address:	1010 Cambourne Business Park
City:	Cambourne, Cambridgeshire
State/Country:	UNITED KINGDOM
Postal Code:	CB23 6 DP
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12440130
CORRESPONDENCE DATA	
Fax Number:	(919)854-1401
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	9198541400
Email:	mmcmahan@myersbigel.com
Correspondent Name:	Michele P. McMahan
Address Line 1:	4140 Parklake Avenue
Address Line 4:	Raleigh, NORTH CAROLINA 27612
ATTORNEY DOCKET NUMBER:	9013-104
NAME OF SUBMITTER:	Michele P. McMahan
<p>Total Attachments: 4</p> <p>source=9013_104_Agreement#page1.tif</p> <p>source=9013_104_Agreement#page2.tif</p> <p>source=9013_104_Agreement#page3.tif</p>	

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PATENT
REEL: 025772 FRAME: 0513

THIS AGREEMENT is made on 31 March 2010

BETWEEN:

- (1) **AUDIUM SEMICONDUCTOR LIMITED** a company incorporated in England (company number 05601804) whose registered office is at c/o Matt Oliver, Westpoint 78 Queens Road, Clifton, Bristol BS8 1QU ("Assignor"); and
- (2) **New Transducers Limited** a company incorporated in England (company number 00514718) whose registered office is at Regus House, 1010 Cambourne Business Park, Cambourne, Cambridgeshire CB23 6DP ("Assignee").

BACKGROUND:

- (A) The Assignee has agreed to purchase various assets of the Assignee by means of an asset purchase agreement entered into by the parties on the same date as this Agreement ("Asset Purchase Agreement").
- (B) As part of the above asset acquisition, the Assignor has agreed to assign to the Assignee all intellectual property owned by the Assignor on the terms set out in this Agreement.

OPERATIVE TERMS:

1 Assignment

- 1.1 For the consideration provided in the Asset Purchase Agreement, the Assignor hereby assigns and confirms the assignment of all its right, title and interest in and to the intellectual property rights detailed in the Schedule to this Agreement ("Assignor IP") to the Assignee with full title guarantee to the effect that the Assignee is holder of all right, title and interest in and to the Assignor IP absolutely including the rights to:

- 1.1.1 apply for, prosecute and obtain patent or similar protection throughout the world in respect of an invention which is the subject matter of any patent or other application contained in the Assignor IP and including the right to claim priority from any such application; and

1.1.2 take all actions and proceedings as may be necessary and recover damages or otherwise in respect of any infringement of the Assignor IP whether occurring before or after the date of this Agreement.

2 Warranties

2.1 The Assignor warrants that:

2.1.1 It is the sole owner of the Assignor IP free of all charges, liens encumbrances or equities;

2.1.2 It has the full power to enter into this Agreement; and

2.1.3 it has not granted any licences in respect of the Assignor IP; and

2.1.4 to the best of its knowledge the Assignor IP can be used without infringing the rights of any third party; and

2.1.5 it has had no notice of any infringement of the Assignor IP or any allegation that use of the Assignor IP infringes any third party's rights.

3 Further assurance

3.1 The Assignor agrees, at the request and expense of the Assignee, to do all such acts and things and to execute all such documents and deeds which may be necessary or desirable to vest absolutely the full right, title and interest in and to the Assignor IP in the Assignee and to give the Assignee the full benefit of the rights assigned by this Agreement.

3.2 The Assignor will further provide all such information and other assistance as may be reasonably required for the purpose of prosecuting, maintaining and enforcing the Assignor IP, subject to payment by the Assignee of the Assignor's reasonable expenses incurred in carrying out the same.

4 Law and jurisdiction

4.1 This Agreement shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts in connection with any dispute arising out of or in connection with this Agreement.

IN WITNESS whereof this Agreement is signed and delivered on the date stated at the beginning of this document.

SCHEDULE

Assignor IP

All Intellectual Property owned by the Assignor including without limitation the following:-

Patent and Patent Applications

Patent GB2441672 and related applications US2010045377, EP2070193 and CN101523723

Application GB2443230

Application GB2459478

For the purposes of this Schedule the following terms have the following meanings:-

"Intellectual Property" all Patents, trade marks, service marks, registered designs, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, copyright, semiconductor topography rights, database rights, design right, inventions, confidential information (including without limitation Know-how) and any other similar right situated in any country in the world;

"Know-how" all information not in the public domain of whatsoever nature, including ideas, discoveries, inventions, data, formulae, techniques, procedures for experiments and tests, technical information, specifications, results of experiments and tests, designs, sketches, records, materials and analyses and interpretations of information which is in the public domain;

"Patents" all patents or letters patent, claims in any patent and applications for the same and the right to apply for the same in any part of the world including, without limitation, all reissues, extensions, substitutions, confirmations, registrations, revalidations, additions, continuations, continuations in part and divisions thereof;

SIGNED BY



Duly authorised for and on behalf of **AUDIUM SEMICONDUCTOR LIMITED**

SIGNED BY



Duly authorised for and on behalf of **New Transducers Limited**