

# PATENT ASSIGNMENT

Electronic Version v1.1

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| SUBMISSION TYPE:   | NEW ASSIGNMENT                            |
| NATURE OF CONVEYANCE:  | NUNC PRO TUNC ASSIGNMENT                  |
| EFFECTIVE DATE:  | 12/28/2009                                |
| <b>CONVEYING PARTY DATA</b>  |   |
| Name   | Execution Date                            |
| NFI (an ABC), LLC, assignee for the benefit of creditors of Novafora                 | 12/28/2009                                |
| <b>RECEIVING PARTY DATA</b>  |   |
| Name:  | Cohere Labs, Inc., a Delaware corporation |
| Street Address:  | 6965 Long Fellow Court                    |
| Internal Address:  | Attn: Shlomo Rakib                        |
| City:  | San Jose                                  |
| State/Country:   | CALIFORNIA                                |
| Postal Code:   | 95129                                     |
| <b>PROPERTY NUMBERS Total: 1</b>   |   |
| Property Type  | Number                                    |
| Application Number:  | 11941847                                  |
| <b>CORRESPONDENCE DATA</b>   |   |
| Fax Number:  | (408)399-9705                             |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |   |
| Phone:   | 4084396088                                |
| Email:   | shlomo.rakib@gmail.com                    |
| Correspondent Name:  | Cohere Labs, Inc., Attn Shlomo Rakib      |
| Address Line 1:  | 6965 Long Fellow Court                    |
| Address Line 4:  | San Jose, CALIFORNIA 95129                |
| ATTORNEY DOCKET NUMBER:  | NOVA-01600                                |
| NAME OF SUBMITTER:   | Stephen E. Zweig, reg. no. 60144          |
| <p>Total Attachments: 7</p> <p>source=Cohere_quitclaim#page1.tif</p>                 |   |

OP \$40.00 11941847

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**PATENT**  
**REEL: 025995 FRAME: 0917**

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NFI (an ABC) LLC

Assignee to Novafora Inc.

December 28, 2009

Cohere Labs, Inc., a Delaware corporation

Attn: Mr. Shlomo Rakib

**Re: Quitclaim Bill of Sale**

Dear Shlomo,

Reference is hereby made to that certain Quitclaim Bill of Sale, dated December 28, 2009 (the "**Bill of Sale**"; capitalized terms used herein, which are not otherwise defined herein, shall have the respective meanings set forth in the Bill of Sale), by and between the by and between NFI (an ABC), LLC, a California limited liability company, in its sole and limited capacity as assignee for the Benefit of Creditors of Novafora, Inc., a Delaware corporation (the "**Assignee**"), and Cohere Labs, Inc., a Delaware corporation (the "**Buyer**").

The Assignee hereby acknowledges and agrees that nothing contained in the Bill of Sale shall be construed as an obligation on or liability of the Buyer to pay any outstanding amounts or debts to the Lienholders or to settle or release any liens, encumbrances, claims or other interests which may be asserted against the Assets, whether now known or not. Notwithstanding the foregoing, the Buyer acknowledges that it is purchasing the Assets subject to all liens, encumbrances, claims or other interests and that in order to obtain clear title to the Assets, it must resolve all such liens, encumbrances, claims or other interests. The Assignee further acknowledges and agrees that, whenever appropriate, the Assignee will send certified letters with each payment made to the Lienholders indicating that the intent of each such payment is to pay down the secured portions of the respective debts owed to the Lienholders.

This will also confirm that you are aware that the Assignee, as the sole member of Transmeta, LLC, is selling other assets which were previously owned by Transmeta Inc. to various third parties. None of these assets are included in the above-referenced sale to Buyer. If you require a description of these assets, we will provide a list to you and your counsel.

Sincerely yours,

NFI (an ABC) LLC,  
Assignee to Novafora Inc.

By: 

**Richard G. Couch**  
**Manager of NFI (an ABC) LLC**

NFI (an ABC) LLC  
c/o Diablo Management Group  
1452 N. Vasco Road, #301  
Livermore, CA 94551-9213

## QUITCLAIM BILL OF SALE

This Quitclaim Bill of Sale ("**Bill of Sale**") is made as of December 28, 2009 (the "**Effective Date**"), by and between NFI (an ABC), LLC, a California limited liability company, in its sole and limited capacity as assignee for the Benefit of Creditors of Novafora, Inc., a Delaware corporation (the "**Seller**" or "**Assignee**"), and Cohere Labs, Inc., a Delaware corporation (the "**Buyer**").

### RECITALS

A. By resolution of the board of directors of Novafora, Inc., a Delaware corporation (the "**Assignor**"), as memorialized in the duly executed minutes, the Assignor transferred ownership of all its right, title and interest in and to all of its tangible and intangible assets (the "**Assigned Assets**") to the Seller, and in so doing has also designated Seller to act, pursuant to California law, as the Assignee for the Benefit of Creditors of Assignor (the "**Assignment**").

B. The Seller is aware of the following liens (collectively, the "**Liens**") asserted against the Assets (as defined below):

1). A blanket lien asserted by Silicon Valley Bank ("**SVB**") pursuant to a certain Loan and Security Agreement, dated as of July 18, 2008, in the approximate amount of \$1,388,000;

2). A lien asserted by Vertex III (C.I.) Fund L.P., Vertex III (DCM) Fund, L.P., Vertex III (G) Fund, L.P., Vertex III (Israel B) Fund, L.P. and Vertex III (Israel) Fund (collectively, "**Vertex**") pursuant to a certain Security Agreement entered into in July 2009, in the approximate amount of \$350,000;

3). A lien asserted by Gemini Israel IV L.P. and Gemini Partners Investors IV L.P. (collectively, "**Gemini**") pursuant to a certain Security Agreement entered into in July 2009, in the approximate amount of \$350,000;

4). A lien asserted by Shlomo Rakib and Zaki Rakib (together, the "**Rakibs**") pursuant to a certain Security Agreement dated as of July 29, 2009, in the approximate amount of \$397,000; and

5). A claim raised by the Stevens Law Group P.C. ("**Stevens**", and together with SVB, Vertex, Gemini and the Rakibs, the "**Lienholders**") allegedly based on services rendered to the Assignor in the approximate amount of \$290,000 and alleged lien in connection therewith.

C. Previously and in connection with the Assignment, the Assignee marketed and conducted an auction of certain of the Assigned Assets, which are identified on Exhibit A attached hereto (the "**Assets**"). and the Assignee received an offer to purchase the Assets for a certain amount. However, the Lienholders would not consent to release their respective liens in

conjunction with that offer. Therefore, the Assignee could not consummate the sale of the Assets.

D. The parties are not aware of any other liens, encumbrances, claims or other interests which may be asserted against the Assets and the Buyer is willing to purchase the Assets subject to the Liens and any and all other liens, encumbrances, claims or other interests which may be asserted against the Assets, whether now known or not.

### SALE OF THE ASSETS

NOW, THEREFORE, in consideration of the sum of \$1.00, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby irrevocably sell, assign, transfer, convey and deliver to the Buyer and its heirs, successors, assigns and legal representatives forever, the Assets.

1. The Seller hereby sells and transfers to the Buyer, all right, title and interest as it holds in and to the Assets and all rights and privileges relating thereto. To the best knowledge of the Seller, the Buyer shall have good and marketable title in the Assets and all of the rights and interests relating thereto, provided however, that the Assets shall be subject to the Liens. The Assets sold herein are sold subject to all prior liens, encumbrances and adverse claims, if any, that may exist, including the above-described Liens, and the Seller disclaims any and all warranties thereto.

Said assets are further sold in "as is" condition and where presently located. AS BETWEEN THE SELLER AND THE BUYER, THE ASSETS ARE SOLD "AS IS," "WHERE IS," WITH NO EXPRESS OR IMPLIED REPRESENTATION AND WARRANTIES OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM, OR ON BEHALF OF, THE SELLER.

2. The Buyer acknowledges that it has not relied upon any representations of the Seller, except as may specifically be provided herein, and that it has examined the validity, quantity, quality and value of the Assets and has accepted the same without recourse to the Seller. The Seller disclaims any representation or warranty that particular Assets described on Exhibit A is in a form usable to the Buyer.

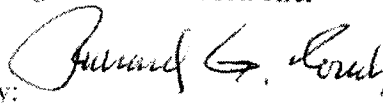
3. As between the Seller and the Buyer, in addition to all the consideration paid hereunder, the Buyer shall be liable for all sales, use, excise, stamp, documentary, filing, recording, transfer or similar fees or taxes and shall hold the Seller harmless from any cost relating thereto.

4. The Seller warrants full authority to make and execute this Bill of Sale and to transfer and assign the Assets to the Buyer, but, except as specifically set forth herein, makes no other representations or warranties, either express or implied, of any type or kind whatsoever.

5. All aspects of this Bill of Sale, including construction, validity and performance of this Bill of Sale, shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

Executed at Alamo, California this 28 day of December, 2009.

NFI (an ABC) LLC,  
Assignee to Novafora Inc.

By: 

Richard G. Couch  
Manager of NFI (an ABC) LLC

**Buyer**

Cohere Labs, Inc.

By: 

Shlomo Rakib

## Exhibit A

The "Assets" shall mean the Novafora "SPIKA" VPU chip technology, including all servers, software tools ("reggen" and "publish"), patent applications listed below, source code, data (including databases and archives) and documentation and any other intellectual property rights related thereto (including licenses) and any derivative works, improvements or modifications thereto.

### **Novafora VPU chip:**

Novafora's video processor chip architecture is designed specifically for video. There is no floating point, no long carry chains, and no hardware to extract parallelism. Novafora's architecture allows highly sophisticated and video-tuned data movement and thread scheduling mechanism to allow high parallelism to be exploited with less effort than GPU's. The chip has completed software that has gone through months of additional testing and bug-fixing after reaching tape-out. Layers have already been sent to TSMC, and a buyer could tape-out and fabricate the chip. It is ready for fabrication.

**Novafora's patents support a video chip with key attributes that include:**

- Multi core, parallel, video-oriented programmable processor:
- 256 video processors
- 9 scalar processors
- 600+ GOPS
- Adaptive HD transcoding for storage and streaming
- Deep video analysis
- Low power and high performance
- Full software and tool suite

The following list is an entire list of Novafora patent filings that pertain to the VPU.

**Patent Filings:** See attached Exhibit "B".

# EXHIBIT "B"

## Patent Filings:

| Case Number  | Case Type      | Country | Priority Case Number | Status, Filing Date, App. Serial No. Status                    | Title   | Cnt |
|--------------|----------------|---------|----------------------|--|---|-----|
| NOVA-00300   | US Patent      | US      |                      | Pending<br>Filed: 2/29/2008<br>Serial #:<br>12/040,788         | Title: Resource Allocation for Frame-Based Controller                               | 5   |
| NOVA-00400   | US Patent      | US      |                      | Pending<br>Filed: 8/27/2008<br>Serial #:<br>12/199,741         | Title: A Method and System for Encoding Order and Frame Type Selection Optimization | 6   |
| NOVA-01300   | US Patent      | US      |                      | Pending<br>Filed: 11/29/2006<br>Serial #:<br>11/605,946        | Title: Parallel Deblocking Filter for H.264 Video Codec                             | 32  |
| NOVA-01300WO | PCT            | PCT     | NOVA-01300           | Pending<br>Filed: 11/29/2007<br>Serial #:<br>PCT/US2007/085987 | Title: Parallel Deblocking Filter for H.264 Video Codec                             | 33  |
| NOVA-01400   | US Patent      | US      |                      | Pending<br>Filed: 11/29/2006<br>Serial #:<br>11/606,401        | Title: Parallel Processing Motion Estimation for H.264 Video Codec                  | 34  |
| NOVA-01400WO | PCT            | PCT     | NOVA-01400           | Pending<br>Filed: 11/29/2007<br>Serial #:<br>PCT/US2007/085989 | Title: Parallel Processing Motion Estimation for H.264 Video Codec                  | 35  |
| NOVA-01500   | US Patent      | US      |                      | Pending<br>Filed: 9/7/2007<br>Serial #:<br>11/852,195          | Title: Method and Apparatus for Providing a Permutation Load/Store Mechanism        | 36  |
| NOVA-01600   | US Patent      | US      |                      | Pending<br>Filed: 11/16/2007<br>Serial #:<br>11/941,847        | Title: Runtime Instruction Decoding Modification in a Multi-Processing Array        | 37  |
| NOVA-01600TW | Foreign Patent | Taiwan  | NOVA-01600           | Pending<br>Filed: 11/17/2008<br>Serial #:<br>097144314         | Title: Runtime Instruction Decoding Modification in a Multi-Processing Array        | 38  |
| NOVA-01600WO | PCT            | PCT     | NOVA-01600           | Pending<br>Filed: 11/14/2008<br>Serial #:<br>PCT/US2008/083682 | Title: Runtime Instruction Decoding Modification in a Multi-Processing Array        | 39  |
| NOVA-01700   | US Patent      | US      |                      | Pending<br>Filed: 3/24/2008<br>Serial #:<br>12/054,339         | Title: Method of Providing Space Filling Patterns                                   | 40  |



|            |           |    |  |  |    |
|------------|-----------|----|--|--|----|
| NOVA-01900 | US Patent | US | New<br>Filed: No Date<br>Serial #: None                | Title: Novabar   | 42 |
| NOVA-02100 | US Patent | US | Pending<br>Filed: 12/9/2008<br>Serial #:<br>12/331,324 | Title: System and Method<br>for Generating Real<br>Addresses in Data<br>Processing Architectures               | 44 |
| NOVA-02200 | US Patent | US | Pending<br>Filed: 12/9/2008<br>Serial #:<br>12/331,333 | Title: Address Generation<br>Unit Using Nested Loops<br>To Scan Multi-<br>Dimensional Data<br>Structures       | 45 |
| NOVA-02300 | US Patent | US | Pending<br>Filed: 12/9/2008<br>Serial #:<br>12/331,337 | Title: Address Generation<br>Unit Using End Point<br>Patterns to Scan Multi-<br>Dimensional Data<br>Structures | 46 |
| NOVA-02400 | US Patent | US | Pending<br>Filed: 12/9/2008<br>Serial #:<br>12/331,345 | Title: Modified-SIMD Data<br>Processing Architecture   | 47 |
| NOVA-03500 | US Patent | US | Pending<br>Filed: 2/27/2009<br>Serial #:<br>61/156,406 | Title: An Efficient<br>Implementation of the<br>Convolution Operator on<br>Two-dimensional Systolic<br>Arrays  | 60 |