

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the assignee previously recorded on Reel 024710 Frame 0409. Assignor(s) hereby confirms the assignee is Zarlink Semiconductor Inc..
CONVEYING PARTY DATA	
Name	Execution Date
Infineon Technologies Austria AG	06/25/2009
RECEIVING PARTY DATA	
Name:	Zarlink Semiconductor Inc.
Street Address:	400 MARCH ROAD
City:	Ottawa
State/Country:	CANADA
Postal Code:	K2K3H4
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6960031
Patent Number:	6670858
CORRESPONDENCE DATA	
Fax Number:	(408)586-1360
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	9199985338
Email:	heather.rowland@infineon.com
Correspondent Name:	Heather Rowland
Address Line 1:	4505 Emperor Blvd., Suite 310
Address Line 4:	Durham, NORTH CAROLINA 27703
NAME OF SUBMITTER:	Heather Rowland
<p>Total Attachments: 12</p> <p>source=_0414105408_001#page1.tif</p> <p>source=_0414105408_001#page2.tif</p> <p>source=_0414105408_001#page3.tif</p>	

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PATENT
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TO: HEATHER ROWLAND COMPANY: 4505 EMPEROR BLVD., SUITE 310

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.107/20/2010
501237722

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Primarion, Inc.	06/25/2009
RECEIVING PARTY DATA	
Name:	Infineon Technologies Austria AG
Street Address:	Siemensstrasse 2
City:	Villach
State/Country:	AUSTRIA
Postal Code:	9500
PROPERTY NUMBERS Total: 59	
Property Type	Number
Patent Number:	7391192
Patent Number:	7616458
Patent Number:	6429630
Patent Number:	6670785
Patent Number:	6703814
Patent Number:	7282583
Patent Number:	6975494
Patent Number:	6947273
Patent Number:	6642698
Patent Number:	6819537
Patent Number:	6788035
Patent Number:	6857081
Patent Number:	6459248
Patent Number:	6661212
Patent Number:	6642799

CH \$2360.00 7391192

TO: HEATHER ROWLAND COMPANY: 4505 EMPEROR BLVD., SUITE 310

Patent Number:	8621312
Patent Number:	6657460
Patent Number:	6791302
Patent Number:	6909265
Patent Number:	6563294
Patent Number:	6559684
Patent Number:	6789036
Patent Number:	6674320
Patent Number:	6507175
Patent Number:	6847197
Patent Number:	7743168
Patent Number:	7366270
Patent Number:	7007176
Patent Number:	6710989
Patent Number:	6965502
Patent Number:	6795009
Patent Number:	7002249
Patent Number:	7023872
Patent Number:	7282828
Patent Number:	6832031
Patent Number:	7281866
Patent Number:	6897866
Patent Number:	7570036
Patent Number:	7521913
Patent Number:	7239116
Patent Number:	6710605
Patent Number:	6937685
Patent Number:	6980031
Patent Number:	6670858
Application Number:	11538218
Application Number:	12719450
Application Number:	11779487
Application Number:	12043306
Application Number:	12043261
Application Number:	12332660

TO: HEATHER ROWLAND COMPANY: 4505 EMPEROR BLVD., SUITE 310

Application Number:	12480071
Application Number:	12396975
Application Number:	11364750
Application Number:	12332627
Application Number:	12332707
Application Number:	12333003
Application Number:	12332910
Application Number:	11480715
Application Number:	12371835

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Phone: 9199985338
Email: heather.rowland@infineon.com
Correspondent Name: Heather Rowland
Address Line 1: 4505 Emperor Blvd., Suite 310
Address Line 4: Durham, NORTH CAROLINA 27703

NAME OF SUBMITTER:	Heather Rowland
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Total Attachments: 16
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Asset Purchase and Transfer Contract

between

Primarion, Inc. , Torrance, California, U.S.A.

- hereinafter "Seller" -

and

Infineon Technologies Austria AG, Villach, Austria

- hereinafter "Infineon" -

Preamble:

Seller operates a business in the field of digital power ICs and owns certain Purchased Assets (as defined below) which it conceived or acquired from third parties.

Seller is prepared to sell its business to Infineon as of May 1, 2009, 00.00h, and, thereafter, to provide R&D services to Infineon on a cost-plus basis. In this context, the Seller is interested to sell the Purchased Assets to Infineon and to transfer and assign any and all rights as to such Purchased Assets to Infineon and Infineon is prepared to purchase such Purchased Assets and to have such Purchased Assets transferred and assigned to Infineon.

Therefore, Seller and Infineon agree as follows:

16.04.2009
IFAG-PRIM IP-Purchase

1. Definitions

- 1.1 "Contracts" shall mean all sales-related contracts of Seller with its customers and certain other contracts as listed in Appendix 1, except for open customer orders.
- 1.2 "Customer Relationships" shall mean all customer relationships of Seller, including without limitation its relationships with the customers listed in Appendix 2.
- 1.3 "Effective Date" shall mean May 1, 2009.
- 1.4 "Know How" shall mean all any and all documented and undocumented information (excluding Patents), including without limitation technical information, data and drawings of whatever kind in whatever medium, specifications, techniques, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, concepts, methods and information, however documented.
- 1.5 "Patents" shall mean all patents, patent applications and patentable inventions (including shares in patents, patent applications and patentable inventions), trade marks, trade mark applications and similar registered rights which are owned by Seller, including without limitation those listed in Appendix 3 to this Contract.
- 1.6 "Purchased Assets" shall mean the Contracts, Customer Relationships, the Know How and the Patents.

2. Sale and Transfer of Right and Title to the Purchased Assets

- 2.1 Seller sells and transfers and assigns to Infineon and Infineon purchases and agrees to have transferred and assigned to it the right and title to the Purchased Assets with all rights to exploit such Purchased Assets at its sole discretion and all obligations resulting there from.
- 2.2 Seller warrants to have full and unencumbered right and title to the Purchased Assets.

3. Intellectual Property Rights

- 3.1 Infineon is entitled, but not obliged to, file for, record the transfer of ownership with the patent offices and/or maintain any intellectual property rights regarding the Patents and the Know How at its own costs and in any other country. Any such intellectual property rights shall be in the sole property of Infineon and Infineon shall be entitled to exploit such rights for its sole benefit and at its sole discretion.

Furtheron, Infineon is entitled at any time and in its sole discretion to withdraw or abstain from pursuing any filing procedure for or abandon any intellectual property rights in any country.

- 3.2 Seller will support Infineon at Infineon's request in any procedure for filing for or maintaining an intellectual property right or in any action to defend such intellectual property rights, this support shall include, but not be limited to giving the explanations or information required or appropriate signatures.

4. No Sale and Transfer of Inventory

Inventory is not sold and transferred under this Agreement and is not included in purchase price. Seller and Infineon will agree on the sale and transfer of inventory separately.

5. Contracts

- 5.1 Seller hereby sells to Infineon by way of an assumption of contract with full discharge of Seller all rights and obligations resulting from the Contracts.
- 5.2 Consent of Third Parties. Seller and Infineon will cooperate to obtain any third party consents required for the transfer of the Contracts to Infineon to the extent required pursuant to the Contracts (the "Third Party Consents"). To the extent that the Third Party Consents are not obtained, Seller will remain the party to the respective Contract and the parties will, for the purpose of their internal relationship, behave and treat each other as if the transfer of the Contract had effectively taken place on the Effective Date. In particular, Seller will follow

Infineon's instructions regarding the exercise of any rights under such Contract and Infineon shall indemnify Seller against any liability arising from the fact that Seller remains a party to the respective Contract vis-à-vis the Third Party.

- 5.4 Infineon shall not assume any of Seller's accounts payable or accounts receivable under any of the Contracts which arise from performances received by Seller from third parties prior to or on the Effective Date or which arise from performances rendered by Seller to third parties prior to or on the Effective Date.
- 5.5 To the extent Seller has received any advance payments from third parties with respect to delivery obligations which become due after the Effective Date, Seller shall remit such advance payments to Infineon.

6. Assumption of Liabilities and Risks

- 6.1 In addition to the liabilities to be assumed by Infineon as a consequence of the transfer of Contracts, subject to Section 6.2, Infineon hereby agrees to assume from Seller the liabilities, costs and expenses resulting from any current or future alleged infringement of intellectual property rights pertaining to digital power IC's.
- 6.2 Seller will retain all liabilities, costs and expenses resulting from any current or future alleged infringement of intellectual property rights pertaining to digital power IC's to the extent that Seller or its direct shareholder Infineon Technologies North America Corp. have recourse for such liabilities, costs and expenses against an unaffiliated third party. Infineon hereby assumes any such liabilities, cost and expenses of Seller pertaining to any current or future alleged infringement of intellectual property rights pertaining to digital power IC's to the extent that Seller or its direct shareholder Infineon Technologies North America Corp. do not have recourse for liabilities, costs and expenses against an unaffiliated third party.

7. Consideration

7.1 In consideration for the transfer of the rights described above, Infineon will pay
Seller

US \$ 38,643,000.00

(in words: Thirty eight million and six hundred and forty three thousand US dollars).

within four (4) weeks from execution of this Contract. This amount does not
include any VAT or US or state sales or use tax.

7.2 The purchase price is allocated to the individual items as described in Appendix 4.

7.2 With the exception of Article 7.1, Seller will be responsible for any taxes payable
as a consequence of this Contract.

8. Validity; Form

8.1 This Contract shall be valid as of the Effective Date.

8.2 Any changes or amendments to this Contract shall be valid only if agreed to by
both parties in writing. Any agreement to deviate from this requirement shall be in
writing only.

8.3 For this Contract the law of the Federal Republic of Germany shall be applicable
without reference to any other laws.

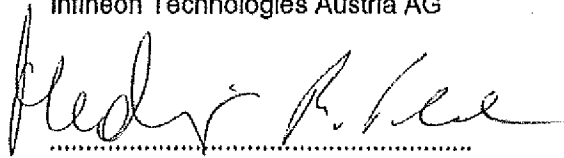
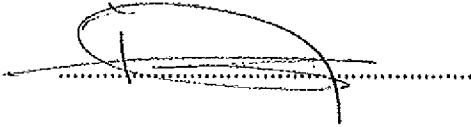
8.4 The courts of Munich shall have jurisdiction for any dispute arising out of or in
connection with this Contract.

June, 19, 2009... THIRAS

Villach, 25.6.2009

Primarion Inc.

Infineon Technologies Austria AG



Mag. Monika Kircher-Kohl
Chief Executive Officer

DI Reinhard Petschacher
Chief Technology Officer