

PATENT ASSIGNMENT

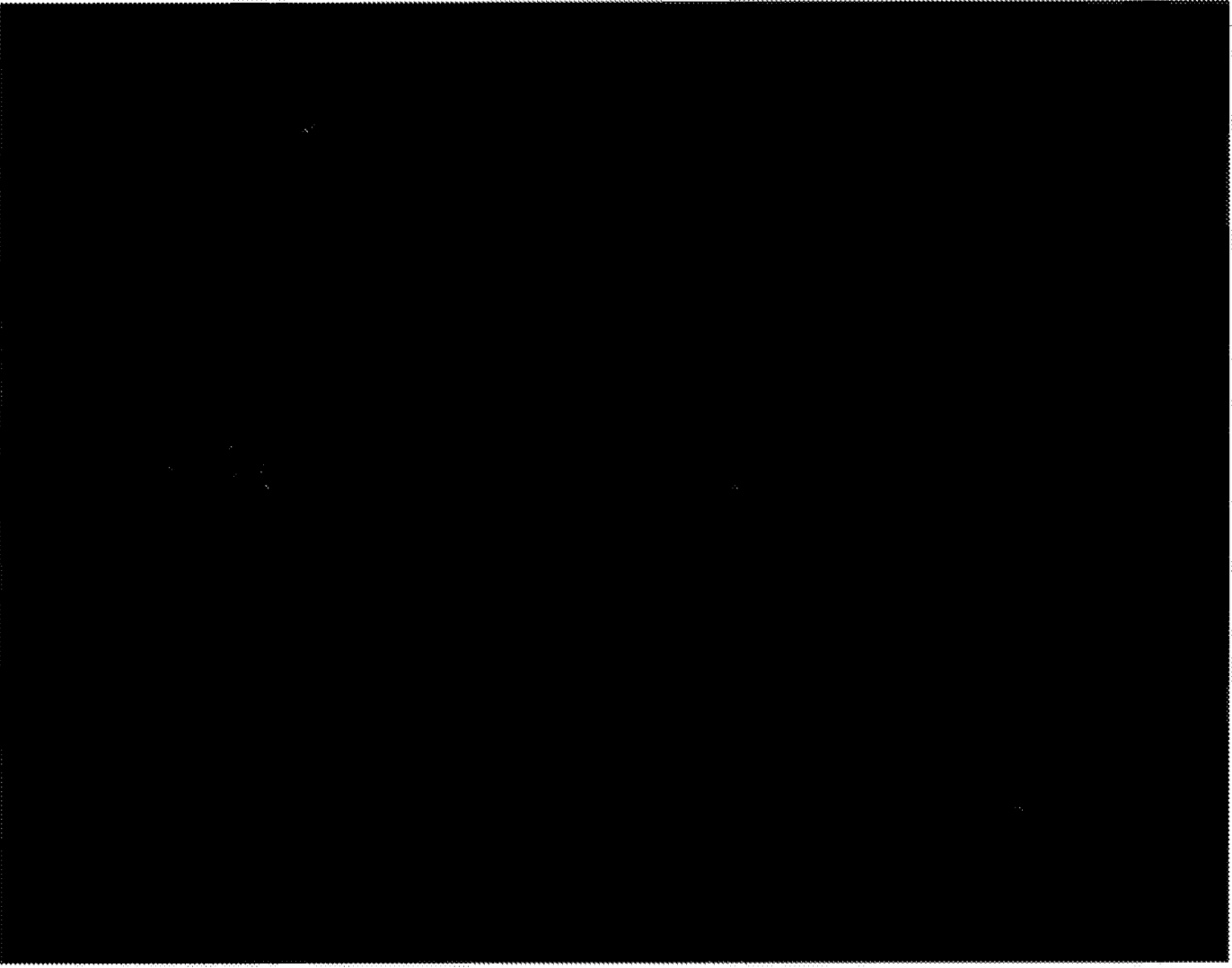
Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Symwave, Inc.	11/12/2010
RECEIVING PARTY DATA	
Name:	SMSC Holdings S.a.r.l.
Street Address:	6 rue Philippe II
City:	Luxembourg
State/Country:	LUXEMBOURG
Postal Code:	L-2340
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11837532
CORRESPONDENCE DATA	
Fax Number:	(512)853-8801
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	512-853-8800
Email:	jmiranda@intprop.com
Correspondent Name:	Meyertons Hood Kivlin Kowert & Goetzel
Address Line 1:	P.O. Box 398
Address Line 4:	AUSTIN, TEXAS 78767-0398
ATTORNEY DOCKET NUMBER:	6534-00900
NAME OF SUBMITTER:	Jeffrey C. Hood
Total Attachments: 7 source=agreement and plan of merger 2010-11-12#page1.tif source=agreement and plan of merger 2010-11-12#page2.tif source=agreement and plan of merger 2010-11-12#page3.tif source=agreement and plan of merger 2010-11-12#page4.tif source=agreement and plan of merger 2010-11-12#page5.tif source=agreement and plan of merger 2010-11-12#page6.tif source=agreement and plan of merger 2010-11-12#page7.tif	

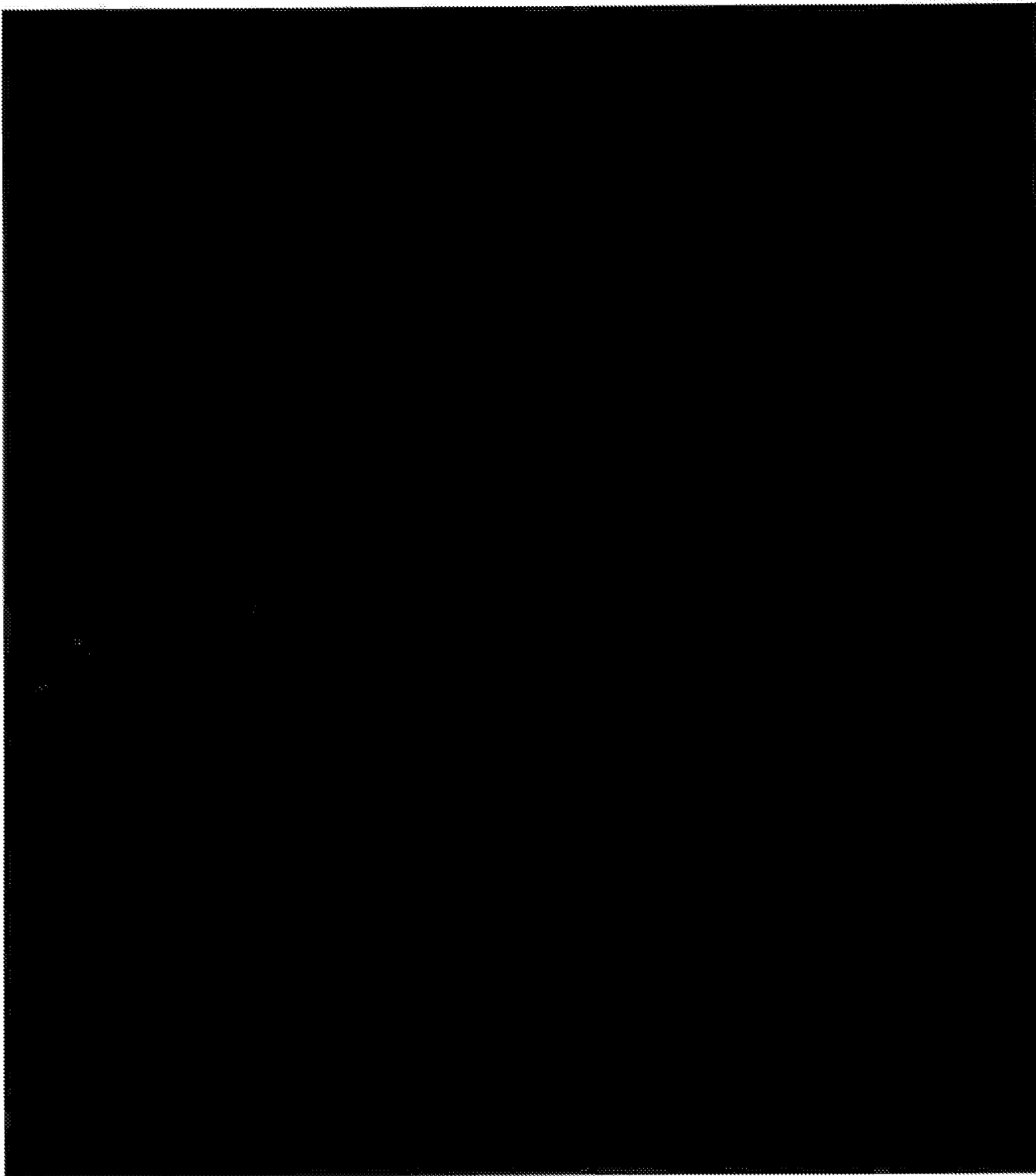
CH \$40.00 11837532

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of November 12, 2010, by and among Standard Microsystems Corporation, a Delaware corporation headquartered at 80 Arkay Drive, Hauppauge, NY 11788, (the "Parent"), SMSC Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of the Parent (the "Sub"), and Symwave, Inc., a Delaware corporation, with its principal place of business at 28202 Cabot Road, Suite 626, Laguna Niguel, CA 92677 ("Symwave"). Parent and Sub are collectively referred to as "Buyer".



SMSC HOLDINGS S.À.R.L ("SMSC Holdings"), a wholly-owned subsidiary of Parent



1.12 Transfer of Intellectual Property. Immediately prior to the Effective Time, on the Closing Date Symwave shall transfer or cause to be transferred (the "IP Transfer") all of

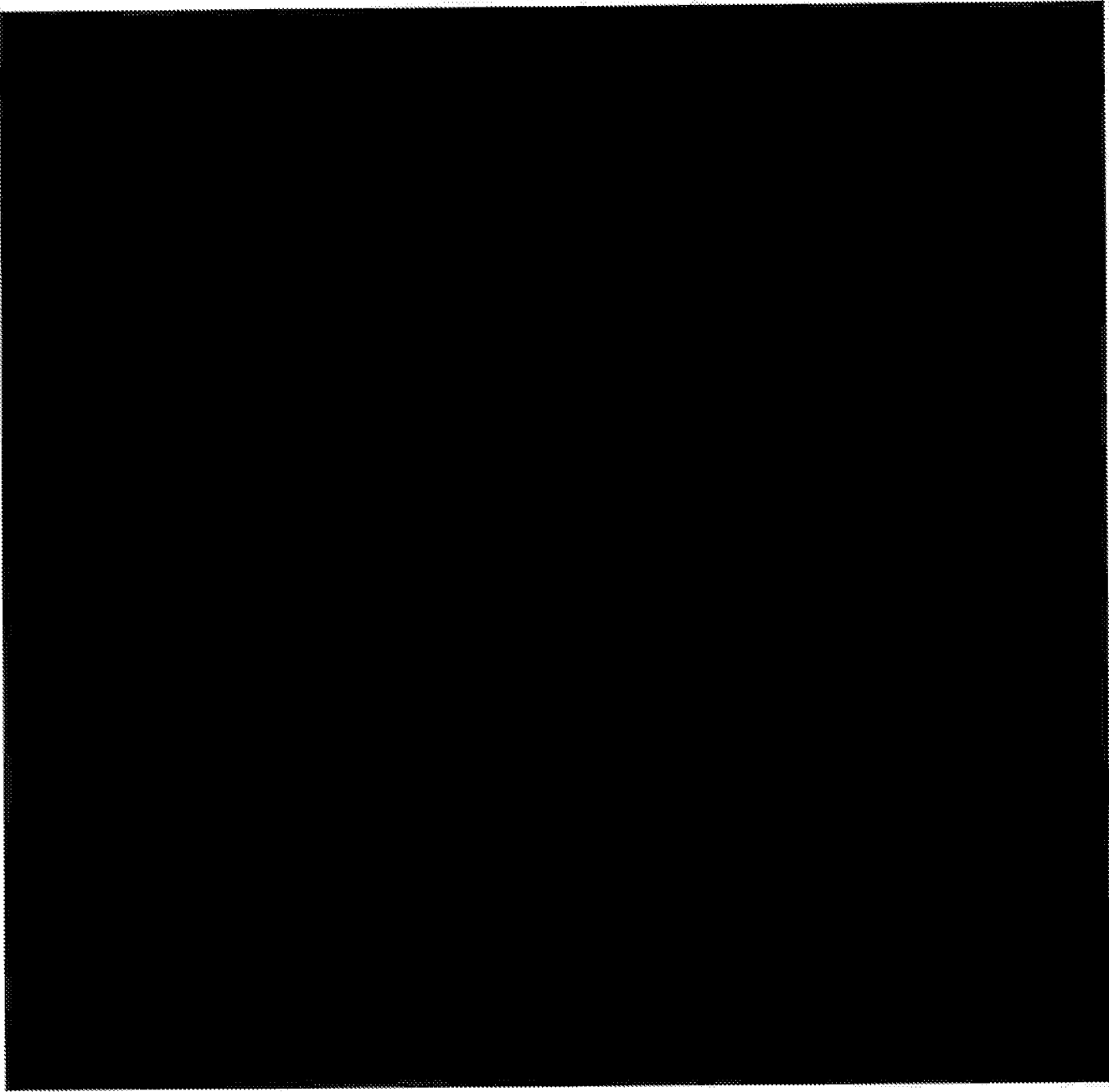
Symwave's existing and future Intellectual Property to SMSC Holdings. As consideration for the IP Transfer, SMSC Holdings shall pay to Symwave [REDACTED]

[REDACTED]

[REDACTED]

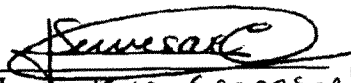
2.10 Intellectual Property Matters. (a) "Intellectual Property" shall mean all intellectual property rights and industrial property rights in any jurisdiction, if and to the extent legally protected as intellectual property or industrial property under applicable laws in such jurisdiction, whether owned or held for use under license, whether registered or unregistered, including without limitation such rights in and to: (i) trademarks, trade dress, service marks, certification marks, logos, trade names and corporate names, and all applications therefor (collectively, "Trademarks"); (ii) patents and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations, and extensions thereof, any counterparts claiming priority therefrom, as well as utility models, certificates of invention and

certificates of registration, and all applications therefor (collectively, "Patents"); (iii) copyrights in and to writings and other works of authorship, and all applications therefor (collectively, "Copyrights"); (iv) know how or trade secrets (collectively, "Trade Secrets") (v) software (including source code, object code, application programming interfaces, databases and other software-related specifications and documentation) (collectively, "Software"); (vi) domain names; (vii) mask works; (viii) topographies of micro electronic semiconductor products; and (ix) moral rights such as droit moral; in each case, including any registrations of applications to register, and renewals and extensions of any of the foregoing with or by any governmental authority in any jurisdiction.



IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

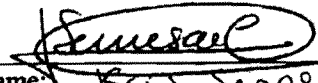
STANDARD MICROSYSTEMS
CORPORATION

By: 
Print Name: Kris Sennesaal
Title: Vice President and
Chief Financial Officer

SYMWAVE, INC.

By: _____
Print Name: _____
Title: _____

SMSC ACQUISITION CORP.

By: 
Print Name: Kris Sennesaal
Title: Vice President

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

STANDARD MICROSYSTEMS
CORPORATION

SMSC ACQUISITION CORP.

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

SYMWAVE, INC.

By: Y. Cohen
Print Name: Yossi Cohen
Title: President & CEO