

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Solarflare Communications, Inc.	04/18/2011
RECEIVING PARTY DATA	
Name:	Marvell International Ltd.
Street Address:	Argyle House, 41A Cedar Avenue
City:	Hamilton Hm12
State/Country:	BERMUDA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11894990
CORRESPONDENCE DATA	
Fax Number:	(408)222-2755
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	408-222-2500
Email:	hng@marvell.com
Correspondent Name:	Horace Ng
Address Line 1:	5488 Marvell Lane
Address Line 4:	Santa Clara, CALIFORNIA 95054
ATTORNEY DOCKET NUMBER:	MP4143
NAME OF SUBMITTER:	Horace Ng
Total Attachments: 7 source=MP4143-Assign Solarflare to MIL (Executed)#page1.tif source=MP4143-Assign Solarflare to MIL (Executed)#page2.tif source=MP4143-Assign Solarflare to MIL (Executed)#page3.tif source=MP4143-Assign Solarflare to MIL (Executed)#page4.tif source=MP4143-Assign Solarflare to MIL (Executed)#page5.tif source=MP4143-Assign Solarflare to MIL (Executed)#page6.tif source=MP4143-Assign Solarflare to MIL (Executed)#page7.tif	

OP \$40.00 11894990

ASSIGNMENT OF INTELLECTUAL PROPERTY

1. **Assignment of Intellectual Property.** For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 8.2(b) of that certain Asset Purchase Agreement dated as of March 25, 2011 (the "*Purchase Agreement*"), to which Solarflare Communications, Inc., a Delaware corporation ("*Seller*"), and Marvell International Ltd., a Bermuda corporation ("*Purchaser*"), are parties, Seller hereby sells, transfers, assigns, conveys, grants and delivers to Purchaser and its successors and assigns, as of 12:05 p.m. (Pacific Standard Time) on April 21, 2011 (the "*Effective Time*"), all of Seller's right, moral right, title and interest in and to all of the Transferred Intellectual Property (as defined in the Purchase Agreement).

2. **Further Actions.** Seller covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Transferred Intellectual Property hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Purchaser's title to the Transferred Intellectual Property and, at the request of Purchaser, to execute and deliver further instruments of transfer and assignment and take such other action as Purchaser may reasonably request to more effectively transfer and assign to and vest in Purchaser the Transferred Intellectual Property, all at the sole cost and expense of Seller, including executing and delivering the Patent Assignment attached hereto as Exhibit 1 and the Trademark Assignment attached hereto as Exhibit 2.

3. **Power of Attorney.** Without limiting Section 2 hereof, Seller hereby constitutes and appoints Purchaser the true and lawful agent and attorney in fact of Seller, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Seller but on behalf and for the benefit of Purchaser and its successors and assigns, from time to time:

(a) to demand, receive and collect any and all of the Transferred Intellectual Property and to give receipts and releases for and with respect to the same, or any part thereof;

(b) to institute and prosecute, in the name of Seller or otherwise, any and all proceedings at law, in equity or otherwise, that Purchaser or its successors and assigns may deem proper in order to collect or reduce to possession any of the Transferred Intellectual Property and in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and

(c) to do all things legally permissible, required or reasonably deemed by Purchaser to be required to recover and collect the Transferred Intellectual Property and to use Seller's name in such manner as Purchaser may reasonably deem necessary for the collection and recovery of same,

Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller.

4. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and


indemnities relating to the Transferred Intellectual Property, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Seller has executed and delivered this Assignment of Intellectual Property as of the date first written above.

SELLER:

SOLARFLARE COMMUNICATIONS, INC.,
a Delaware corporation

By: 
Name: Russell Stern
Title: Chief Executive Officer

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

sd-550832

PATENT
REEL: 026435 FRAME: 0243

EXHIBIT 1

PATENT ASSIGNMENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT

WHEREAS, Solarflare Communications, Inc., a Delaware corporation, with offices at 9501 Jeronimo Road, Suite 250, Irvine, CA 92618 ("ASSIGNOR") owns certain patent applications and/or registrations, as listed in Exhibit A attached hereto and incorporated herein by this reference ("PATENTS"); and

WHEREAS, Marvell International Ltd., a Bermuda corporation, with offices at Argyle House, 41A Cedar Ave., Hamilton HM 12, Bermuda ("ASSIGNEE"), desires to acquire all of the right, title and interest of ASSIGNOR in, to and under the PATENTS;

WHEREAS, ASSIGNOR has executed that certain Intellectual Property Assignment dated April 21, 2011 in favor of ASSIGNEE, assigning, among other things, all right, title and interest in and to the PATENTS from ASSIGNOR to ASSIGNEE;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey unto ASSIGNEE its entire right, title and interest in and to the PATENTS, including all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions, renewals and foreign counterparts of the applications and registrations for the PATENTS (and the right to claim priority and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the PATENTS.

FURTHER, nothing contained herein shall be deemed to alter or amend the terms and provisions of that certain Asset Purchase Agreement dated as of March 25, 2011, by and between ASSIGNOR and ASSIGNEE (the "PURCHASE AGREEMENT") and in the event of any conflict between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall be deemed to govern and be controlling in all circumstances. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof and shall bind and inure to the benefit of the parties thereto and their respective successors and assigns.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment, effective as of the Closing (as defined in the Purchase Agreement), to be duly executed by an authorized officer on this 18th day of April, 2011.

ASSIGNOR:

SOLARFLARE COMMUNICATIONS, INC.,
a Delaware corporation

By: [Signature]

Name: Scott Hughes

Title: Chief Financial Officer

STATE OF California)
) ss.
COUNTY OF Orange)

On 4/18/11, 2011, before me, the undersigned notary public in and for said County and State, personally appeared Scott Hughes
CEO

 personally known to me [or]

X proved to me on the basis of satisfactory evidence

to be the person~~(s)~~ whose name~~(s)~~ 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~~(s)~~ or the entity~~(ies)~~ upon behalf of which the person~~(s)~~ acted executed the instrument.

WITNESS my hand and official seal.

[Signature]
My commission expires on
11/13/13

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 4/18/11 before me, Jessica Ward, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Scott T. Hughes
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Purchase Agreement

Document Date: 4/18/11 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Scott T. Hughes

- ☐ Individual
☒ Corporate Officer — Title(s): CFO
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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RIGHT THUMBPRINT
OF SIGNER
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W & M Docket No.	Title of Invention	Serial No.	Filing Date Issue Date
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SLRFLR.0044P	Method & System For A Multi-Rate Gigabit Media Independent Interface	60/839,986	8/23/2006
		11/894,990	8/21/2007
		7,720,068	5/18/2010

sd-550832

RECORDED: 06/13/2011

PATENT
REEL: 026435 FRAME: 0247