

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
QISDA CORPORATION	05/23/2011
RECEIVING PARTY DATA	
Name:	VIZIO, Inc.
Street Address:	39 Tesla
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92618
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7196669
CORRESPONDENCE DATA	
Fax Number:	(949)777-0785
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(949) 777-0785
Email:	legal@vizio.com
Correspondent Name:	Jerry C. Huang
Address Line 1:	39 Tesla
Address Line 4:	Irvine, CALIFORNIA 92618
NAME OF SUBMITTER:	Jerry C. Huang
Total Attachments: 16 source=EPAS Documentation for Patent No 7196669#page1.tif source=EPAS Documentation for Patent No 7196669#page2.tif source=EPAS Documentation for Patent No 7196669#page3.tif source=EPAS Documentation for Patent No 7196669#page4.tif source=EPAS Documentation for Patent No 7196669#page5.tif source=EPAS Documentation for Patent No 7196669#page6.tif source=EPAS Documentation for Patent No 7196669#page7.tif	

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PATENT RIGHTS PURCHASE AND ASSIGNMENT AGREEMENT

This PATENT RIGHTS PURCHASE AND ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of May 24, 2011 (the "Effective Date"), by and between Qisda Corporation, a Taiwan corporation, with principal place of business at 157 Shan-Ying Road, Gueishan, Taoyuan 333, Taiwan ("Seller"), and VIZIO, Inc., a California corporation, with a principal place of business at 39 Tesla, Irvine, California 92618 ("Buyer") (each of Seller and Buyer a "Party", collectively, "Parties").

WHEREAS, Seller is sole owner of, and has the right to assign, the Assigned Patents as defined below;

WHEREAS, Buyer desires to acquire the entire and exclusive right, title, and interest in and to the Assigned Patents and the underlying inventions described therein, in the United States and throughout the world; and

WHEREAS, Seller is willing to assign to Buyer all right, title, and interest in and to the Assigned Patents, and the underlying inventions described therein, in the United States and throughout the world.

Now therefore, in consideration of the premises and covenants herein contained, Buyer and Seller agree as follows:

Section 1. Assignment

- 1.1 Seller hereby assigns, transfers and conveys to Buyer, and Buyer hereby accepts, all right, title, and interest throughout the world in and to the patents and patent applications identified on Schedule 1 to Exhibit A attached hereto (the "Assigned Patents"), and all issued patents, rights to inventions and pending and future applications for patents under U.S. law or regulation or of any foreign country with respect to the patentable inventions from which such Assigned Patents arise, including without limitation utility patents, utility models, design patents, invention certificates, continuations, divisionals, continuations-in-part, reexaminations, reissues, extensions and renewals, in all countries of the world; and all rights to sue or bring interference proceedings for past, present and future infringements of the Assigned Patents and certain related rights (collectively, the "Assigned Patent Rights"), in accordance with the Assignment attached as Exhibit A hereto. The foregoing assignment includes all causes of action (whether known or unknown, and whether or not currently pending or filed) and other enforcement rights under or on account of any of the Assigned Patents, including without limitation all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief and (iii) any other remedies of any kind for past, current and/or future infringement.
- 1.2 Seller assigns to Buyer, its successors, assigns, and nominees, all rights of cooperation assigned or granted by any third party and all rights to make applications for patents or other forms of protection for said Assigned Patents and Assigned Patent Rights (including without limitation the underlying inventions described therein) throughout the world and empowers Buyer, its successors, assigns, and nominees, to prosecute such applications as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, including the right to invoke and claim such right of priority without further written or oral authorization.
- 1.3 Seller shall promptly, without charge to Buyer but at Seller's expense, execute, verify, acknowledge, have authenticated and deliver all such further documents, including instruments of transfer and assignment papers, that Buyer may reasonably require to implement the assignments in Section 1.1 and 1.2 above or the Assignment in the form attached as Exhibit A hereto (the "Assignment"), as needed to vest title to the Assigned Patents and Assigned Patent Rights in Buyer or its successors, assigns, and nominees whether before or after payment of the consideration specified in Section 2.1 below.

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- 1.4 In the event that Buyer is unable for any reason not attributable to Buyer to secure Seller's signature to any documents it is entitled to under Section 1.3 above, Seller hereby designates and appoints Buyer and its duly authorized officers and agents, as its agents and attorneys-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of Section 1.3 above with the same legal force and effect as if executed by Seller. Seller further agrees that in the event Buyer subsequently assigns any of the Assigned Patents and/or Assigned Patent Rights, Buyer's successors and assigns with respect to such Assigned Patents and/or Assigned Patent Rights ("Buyer's Assignees"), and Buyer's Assignees is unable for any reason not attributable to Buyer or Buyer's Assignees to secure Seller's signature to any documents it is entitled to under Section 1.3 above, Seller hereby designates and appoints duly authorized officers and agents of Buyer's Assignees, as its agents and attorneys-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of Section 1.3 above with the same legal force and effect as if executed by Seller.
- 1.5 Seller agrees to cooperate promptly with Buyer at Buyer's expense after the Effective Date to provide all documents in its possession and to perform such other acts and provide such assistance as Buyer lawfully and reasonably may request to obtain, maintain, defend, or enforce the Assigned Patents and/or letters patent for the Assigned Patents or inventions disclosed therein in any and all countries. Further, in the event Buyer subsequently assigns any of the Assigned Patents and/or Assigned Patent Rights to any Buyer's Assignees, Seller agrees to cooperate with such Buyer's Assignee at the Buyer's Assignee's expense after the date of such assignment to perform such other acts and provide such assistance as the Buyer's Assignee lawfully and reasonably may request to obtain, maintain, defend, or enforce letters patent for the Assigned Patents or inventions disclosed therein in any and all countries. Provided, however, in no event shall any assistance under this Section 1.5 extend to matters that would require the Seller to take a position materially adverse to its legal or business interests.

Section 2. Payment and Communication

- 2.1 As consideration for the assignment of the Assigned Patents, Buyer shall deliver to Seller payment in the amount of seventy five thousand United States Dollars (US\$75,000.00) within two (2) business days of the Effective Date. Simultaneously with Buyer's delivery of payment to Seller, Seller shall execute and deliver to Buyer the assignment document attached as Exhibit A, which Buyer may record, at its election.
- 2.2 Payments under this Agreement shall be made via wire transfer, without deduction of taxes or banking fees of any kind, per wire account information provided by Seller and set forth on confidential Exhibit B attached hereto.
- 2.3 Seller shall pay all taxes (including, without limitation, sales and value added taxes) imposed on Seller by the national government, and any state, local or other political subdivision thereof, of any country in which Seller is subject to taxation, as the result of Buyer's furnishing consideration hereunder.
- 2.4 Notices and other communications relevant to this Agreement or to any of the Assigned Patents shall be sent by facsimile or by registered or certified mail to the following address, or to such other address as may be given by notice hereafter, and shall be effective upon sending, if sent electronically, as proven by a method of confirmation, or upon receipt if sent by an internationally recognized express courier service, or registered or certified mail, as proven by a post office delivery receipt:

For Seller:

Qisda Corporation
157 Shan-Ying Road, Gueishan

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Taoyuan 333, Taiwan

With a copy to:

Qisda Corporation
Attn: David Huang, Chief Legal Officer
157 Shan-Ying Road, Gueishan
Taoyuan 333, Taiwan

For Buyer:

VIZIO, Inc.
Attn: Robert Brinkman, CAO
39 Tesla
Irvine, CA 92618

With a copy to:

VIZIO, Inc.
Attn: Jerry Huang, Director of Legal Affairs
39 Tesla
Irvine, CA 92618

Section 3. Representations, Warranties and Covenants

- 3.1 Corporate Authority. Seller represents and warrants to Buyer and its assignees that:
- (a) it has all requisite legal right, power, and authority to execute, deliver, and perform this Agreement; and
 - (b) such Agreement constitutes its valid and legally binding obligation, enforceable in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.
- 3.2 Patent Prosecution. Seller represents and warrants to Buyer and its assignees that to the knowledge of Seller, neither the inventors of the Assigned Patents nor their counsel:
- (a) intentionally failed to disclose any material, non-cumulative prior art references to the United States Patent and Trademark Office (the "PTO") or any foreign patent offices requiring such disclosure in connection with the prosecution of any Assigned Patents;
 - (b) made any material misstatements or misrepresentations to the PTO or any foreign patent offices in connection with the prosecution of any of the Assigned Patents; or
 - (c) engaged in any act or omission inconsistent with the duty of candor to the PTO.
- 3.3 Deliverables. Seller represents and warrants to Buyer and its assignees that it has in its possession and will deliver to Seller within five (5) business days after the Effective Date the Deliverables identified on Exhibit C ("Deliverables"). Within thirty (30) days of the Effective Date, Seller will provide to Buyer any remaining Deliverables that Seller can reasonably obtain.

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3.4 Other Matters. Seller represents and warrants to Buyer and its assignees that:

(a) Seller has good and marketable title to each of the Assigned Patents (including, without limitation, all right, title, and interest in the Assigned Patents and the right to sue for past, present and future infringements thereof);

(b) Seller has the full right and power to assign all rights in each of the Assigned Patents and the underlying inventions as set forth above;

(c) except for those pre-existing licenses disclosed in Exhibit D hereto, which have been granted to third parties prior to the Effective Date, none of the Assigned Patents is subject to any licenses, cross-licenses, covenants not to sue, liens, security interests, or other encumbrances;

(d) all applications for the Assigned Patents were or have been duly maintained in accordance with the requirements of the PTO and any foreign patent offices, and none of the assets that are part of the Assigned Patents have expired, lapsed, been abandoned or deemed withdrawn;

(e) the inventions and discoveries described in the Assigned Patents were made solely by the inventor(s) named in the Assigned Patents, without misappropriation of any trade secrets, confidential information, or other rights of any person;

(f) No person other than Seller has any rights with respect to the Assigned Patents;

(g) (i) as of the Effective Date Seller is not aware of any prior art that must be disclosed to any governmental office in which a given patent application has been filed (based on relevant disclosure obligations); (ii) to the extent Seller becomes aware after the Effective Date of any prior art that must be disclosed to any governmental office in which a given patent application has been or may be filed, Seller will advise Buyer in writing of such prior art (based on relevant disclosure obligations) and provide Buyer with copies of such prior art; (iii) Seller has searched for and delivered on or before the Effective Date copies of all documents in Sellers' or their counsels' possession, required by or reasonably requested by Buyer relating to ownership, filing, prosecution, infringement, validity, or enforceability of the Assigned Patents; and (iv) as of the Effective Date, Seller has no knowledge that any of the Assigned Patents are invalid or unenforceable.

(h) all maintenance fees, annuities and other payments owed to the PTO or any foreign patent office in connection with the Assigned Patents have been timely paid and are current as of the Effective Date;

(i) Seller has not entered and shall not enter into any agreement that would materially impair or conflict with its obligations hereunder;

(j) except for those pre-existing licenses disclosed in Exhibit D hereto, which have been granted to third parties prior to the Effective Date, there has been no previous sale, transfer, assignment or other grant of rights under the Assigned Patents or any other agreement by Seller that affects, in any manner, title to, or Buyer's enjoyment of, the Assigned Patents or the underlying inventions, including, but not limited to, an assignment of full or partial rights in or to one or more of the Assigned Patents, a license to one or more of the Assigned Patents, or a right or option to obtain a license. Seller represents and warrants that performance of this Agreement does not conflict with or result in a breach of any agreement to which it is bound;

(k) none of the Assigned Patents has been asserted against any third party in a manner in which the third party (i) has been accused of infringing one or more of the Assigned Patents or (ii) has standing to bring a declaratory judgment action;

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(l) none of the Assigned Patents have been, or are, the subject of any threatened, pending or past litigation, reexamination, reissue or interference proceeding, or other *inter partes* legal proceeding before any tribunal of competent jurisdiction;

(m) there is no pending or, to the knowledge of Seller, threatened claim that the practice of the inventions described in the Assigned Patents infringes any patents or patent applications of any third party and, to the knowledge of Seller, there is no basis for any such claim; and

(n) no patent claim in the Assigned Patents has been adjudicated to be invalid or unenforceable, in whole or in part, for any reason, in any administrative, arbitration, or judicial proceeding before a tribunal of competent jurisdiction, and Seller has not received notice from any third party threatening the filing of any such proceeding.

(o)

3.4 Buyer. Buyer represents and warrants to Seller that:

(a) it has all requisite legal right, power, and authority to execute, deliver, and perform this Agreement; and

(b) such Agreement constitutes its valid and legally binding obligation, enforceable in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

Section 4. Disclaimers and Limitations

4.1 NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY EXCEPT AS EXPRESSLY SET FORTH IN SECTION 3 ABOVE, AND EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 3, NEITHER PARTY GIVES THE OTHER PARTY ANY ASSURANCE:

(A) REGARDING THE PATENTABILITY OF ANY INVENTION THAT IS OR MIGHT BE CLAIMED IN, OR THE VALIDITY OR ENFORCEABILITY, OF ANY OF THE ASSIGNED PATENTS OR PATENTS OR APPLICATIONS DERIVED FROM RIGHTS ASSIGNED UNDER THIS AGREEMENT, OR

(B) THAT THE MANUFACTURE, USE, SALE, OFFERING FOR SALE, IMPORTATION, EXPORTATION, OR OTHER DISTRIBUTION OF ANY PRODUCT OR METHOD DISCLOSED OR CLAIMED IN ANY OF THE ASSIGNED PATENTS OR PATENTS OR APPLICATIONS DERIVED FROM RIGHTS ASSIGNED UNDER THIS AGREEMENT WILL OR WILL NOT CONSTITUTE AN INFRINGEMENT OF SUCH RIGHTS OR ANY INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER PERSONS OR ENTITIES, OR

(C) THAT THE MANUFACTURE, USE, SALE, OFFERING FOR SALE, IMPORTATION, EXPORTATION, OR OTHER DISTRIBUTION OF ANY PRODUCT OR METHOD BY ANY OTHER PERSON OR ENTITY SHALL INFRINGE THE CLAIMS OF ANY OF THE ASSIGNED PATENTS OR RIGHTS DERIVED FROM RIGHTS ASSIGNED UNDER THIS AGREEMENT.

4.2 NEITHER PARTY WILL HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE (WHETHER ACTIVE, PASSIVE, OR IMPUTED), REPRESENTATION, STRICT LIABILITY, OR PRODUCT LIABILITY), FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL,

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MULTIPLIED, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR LOSS OF REVENUE, PROFIT, SAVINGS, OR BUSINESS ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, EVEN IF A PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 5. License-Back to Seller.

5.1 As of the Effective Date, Buyer hereby grants to Seller and its Affiliates (as defined below), under the Assigned Patents and for the lives thereof, a royalty-free, non-exclusive, non-sublicensable, non-transferable (by operation of law or otherwise) right and license ("Seller License") to practice the methods and to make, have made, use, distribute, lease, sell, offer for sale, import, export, develop and otherwise dispose of any products sold or distributed by Seller or its Affiliates. The Seller License includes the reproduction and subsequent distribution of products in substantially identical form as they are distributed by Seller or its Affiliates, by authorized agents thereof such as distributors, replicators, VARs and/or OEMs. Seller and its Affiliates retain no rights in the Assigned Patents except as expressly set forth in this Section 5 ("License-Back to Seller"). For the purpose of this Section 5.1, Seller's Affiliates shall mean (i) a corporation or company which directly or indirectly owns, is owned by, or under common ownership with Seller to the extent of more than fifty percent (50%) of the equity having the power to vote on or direct the affairs of the entity and (ii) any corporation or company actually controlled by, controlling or under common control with Seller. As used in this definition, "control" shall mean the power to direct or cause the direction of management or policies of the subject entity.

Section 6. Term and Termination

6.1 This Agreement shall be effective beginning on the Effective Date, and shall expire upon the expiration of the last of the Assigned Patents to expire.

6.2 Sections 1, 3, 4, 6 and 7 survive any expiration or termination of this Agreement.

Section 7. Miscellaneous

7.1 As between Buyer and Seller, Buyer, as the acquirer of all right, title, and interest in each of the Assigned Patents and related rights, has sole discretion whether or not to institute any action or suit against third parties for infringement (including without limitation past, present and future infringement) of, or any other *inter partes* proceeding (including without limitation reexaminations and interferences) related to, any of the Assigned Patents or patents derived from rights assigned under this Agreement or to defend any action or suit, or other *inter partes* proceeding, brought by a third party that challenges or concerns the patentability, validity, enforceability, priority, title, scope, or applicability of any of the Assigned Patents or patents or applications derived from rights assigned under this Agreement. Seller's sole responsibility or duty in connection with such an action or suit shall be to cooperate with Buyer as stated in Sections 1.3 and 1.5 above and Section 7.2 below, provided however, such assistance shall be provided at Buyer's expenses, and in no event shall such assistance extend to matters that would require the Seller to take a position materially adverse to its legal or business interests. If any such action or suit is brought by or against Buyer after the Effective Date involving or relating to any or all of the Assigned Patents, as between Buyer and Seller:

- (a) Buyer, and not Seller, shall be responsible for defending against any claim, counterclaim, or contention by or on behalf of an opposing litigant that Buyer lacks standing or that any or all of the Assigned Patents are invalid, unenforceable, inapplicable, or lack priority, at Buyer's own expense, regardless of whether or not any opponent includes contentions of fact or law that, if true or correct, would be inconsistent with any of Seller's representations and warranties in Section 3 above; and
- (b) Buyer, and not Seller, shall retain all proceeds derived from or on account of the action or suit, or other proceeding, including any money or other benefits received through any

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judgment or settlement.

7.2 Without limiting the scope of the obligations set forth in Section 1.5 above, the parties hereto acknowledge that Buyer may, in connection with conducting law suits under the Assigned Patents, desire assistance from current employees of Seller who are inventors for such patents ("Seller Inventors"). In the event Buyer wishes for such Seller Inventors to provide such assistance, Buyer shall so request and describe the requested assistance from Seller in writing. Provided any such Seller Inventor is in possession of relevant information that is not otherwise publicly available, and further provided any such Seller Inventor is still employed by Seller at the time of such request, Seller will grant permission for such Seller Inventors to assist Buyer as described below, with any Assigned Patent on which such Seller Inventor is an inventor, at Buyer's expense in accordance with Seller's then current rates for the engineering services of the Seller Inventors. The nature of the assistance shall be limited to routine deposition and trial preparation activities, including but not limited to: elaborations on the details of the inventor's invention, the extent of the involvement of joint inventors (if any), the review of the specification and the claims for accuracy and identification of prior art that may need to be disclosed to the governmental office in which a given patent application has been filed (based on relevant disclosure obligations), the dates of invention, Seller products and research and development related to the invention, knowledge relating to the prior art, the state of the relevant market, issues relating to conception and reduction to practice of the invention, involvement with prosecution of the patents at the USPTO, knowledge possessed by one of ordinary skill in the art at the time of the invention, understanding of relevant terms in the pertinent technical field, the meaning of relevant prior art references, the meaning of the Assigned Patents and statements made during patent prosecution, and other related information for the purposes of deposition or trial preparation, and other topics that Buyer may request. In no event shall such assistance extend to matters that would require the Seller Inventors to take a position adverse to Seller's legal or business interests. Seller shall bear no responsibility for the accuracy of any statements or information provided by Seller Inventors.

7.3 This Agreement shall not be binding upon the parties until it has been signed herein below and delivered by or on behalf of each party. This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns. No amendment or modification hereof shall be valid or binding upon the Parties unless made in writing and signed as aforesaid.

7.4 If any section of this Agreement is found by competent authority to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such section in every other respect and the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the Parties.

7.5 The failure by either party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the parties.

7.6 This Agreement, including its formation, shall be governed by and construed, and the legal relations between the parties hereto shall be determined, in accordance with the law of the State of California, United States of America, as such law applies to contracts signed and fully performed in such State, without regard to the principles of conflicts of law thereof. As part of the consideration received hereunder, each of the Parties hereby irrevocably consents to the jurisdiction of any California State or Federal court sitting in Orange County over any suit, action or proceeding arising out of or relating to this Agreement.

7.7 The headings of sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

7.8 Neither Party shall disclose the terms of this Agreement to any third party, without the prior written consent of the other Party. This obligation is subject to the following exceptions: (a) disclosure is permissible if required by government or court order, provided that the disclosing party first gives the other Party prior written notice in order to enable that Party to seek a protective order (or other equivalent protection), such permissible disclosure limited to the terms legally required to be disclosed; (b) disclosure

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is permissible if otherwise required by law or any applicable securities exchange rules or regulations, such permissible disclosure limited to the terms legally required to be disclosed; (c) each Party may disclose this Agreement or its contents to the extent reasonably necessary, on a confidential basis, to its accountants, attorneys, and financial advisors; (d) Buyer may disclose this Agreement or its contents to any potential licensees or assignees of the Assigned Patents and Assigned Patent Rights provided that all such potential licensees or assignees agree to the same terms of confidentiality as set forth in this Section 5.7; and (e) the Parties may disclose information related to the tax treatment or tax structure of the transaction to the extent required by the relevant tax authorities.

7.9 This Agreement, including the exhibits and schedules attached hereto and incorporated herein by this reference, embodies the entire understanding of and agreement between the Parties with respect to the Assigned Patents and merges and supersedes all prior agreements, understandings, negotiations, and discussions between the Parties. Neither Party shall be bound by any condition, definition, warranty, understanding, or representation with respect to the subject matter hereof other than as expressly provided herein.

7.10 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

7.11 Nothing contained herein, or done in pursuance of this Agreement, will constitute the Parties entering into a joint venture or partnership or will constitute either Party hereto being the agent for the other Party for any purpose or in any sense whatsoever.

7.12 Neither Party shall be considered the author of this Agreement for the purpose of interpreting any provision herein.

7.13 Each Party acknowledges that it has reviewed this Agreement, including Exhibit A attached hereto, and all related agreements, with its own legal, financial and tax advisors, and has not relied on the other Party or any of the other Party's advisors with respect to such matters.

[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date. The individuals signing for the Parties represent and warrant that he or she has authority to sign for and enter into this Agreement on behalf of the respective Parties.

SELLER:

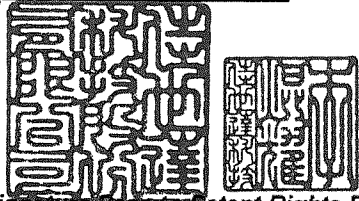
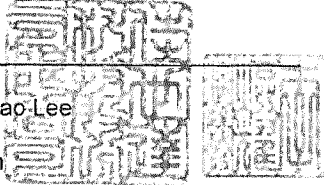
Qisda Corporation

By: _____

Name: Kuen-Yao Lee

Title: Chairman

Date: May 23, 2011



BUYER:

VIZIO, Inc.

By: _____

Name: ROBERT BRINKMAN

Title: C.A.O.

Date: May 24, 2011

Robert RQ

[Signature Page to Patent Rights Purchase and Assignment Agreement]

EXHIBIT A

Patent Assignment

This patent assignment ("Assignment") is entered into as of May 24, 2011 by and between Qisda Corporation, a Taiwan corporation, with principal place of business at 157 Shan-Ying Road, Gueishan, Taoyuan 333, Taiwan ("Assignor"), and VIZIO, Inc., a California corporation, with a principal place of business at 39 Tesla, Irvine, California, 92618 ("Assignee")

WHEREAS, it is the intention of Assignor and Assignee that Assignee own all of Assignor's right, title and interest in and to the patents and patent applications hereinafter described on Schedule 1;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby:

(A) irrevocably assigns, transfers and conveys to Assignee:

(1) the entire right, title, and interest, everywhere in the world, to

(a) the issued patents and patent applications set forth on Schedule 1,

(b) any patent applications and/or patents that may claim priority of the items in (a) (including but not limited to continuations, divisions, substitutes, reissues, reexaminations, or extensions thereof, together with all priority rights and foreign counterpart applications under any existing or future international patent conventions, agreements, or treaties),

(c) any patent that may be granted on any patent application in (a) or (b), and

(d) any other rights in the inventions described in any of (a), (b) or (c) including rights to future patent applications and all rights of cooperation assigned or granted by a third party;

(all of the foregoing in (1), collectively, the "Assigned Patents");

(2) the right to sue third parties for infringement (including but not limited to past, present and future infringement, damages and injunctive relief) of any of the Assigned Patents based on activities occurring prior to the execution date hereof or hereafter; and

(3) any current or future right to receive royalties based on any of the foregoing in (1) or (2);

(B) agrees upon request (and at the expense) of Assignee (or its successors, assigns, or legal representatives) to, and if Assignor is unable or unwilling to do so authorizes Assignee to act in Assignor's name to: execute all oaths, assignments, powers, and any other papers necessary to perform Assignor's obligations hereunder, testify in any proceeding, and otherwise take any action, and fully cooperate with Assignee to perform Assignor's obligations hereunder, in each case, related to securing and enforcing Buyer's rights related to this Assignment; and

(C) Assignor authorizes and requests the Director of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Assigned

Patents to Assignee, as Assignee of the entire right, title and interest therein or otherwise as Assignee may direct.

For Assignor by:

Qisda Corporation

By: _____

Name: Kuen-Yao Lee

Title: Chairman

Date: May 23, 2011

For Assignee by:

VIZIO, Inc.

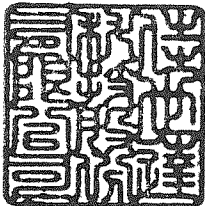
By: Robert R

Name: ROBERT BRINKMAN

Title: C.A.O.

Date: May 24, 2011

Notary Seal:



案號: 100年度桃院民認佳字 日期: MAY 25 2011
Case No.: 10644 Date: MAY 25 2011
本文件係由委託人簽名或蓋章, 在臺灣桃園地方法院
所屬民間公證人蔡佳燕事務所認證。公證人 蔡佳燕
Attested at the Tsai, Chia-Yen Notary Public Office,
Taiwan Taoyuan District Court, R.O.C., that the
signature(s)/seal(s) of Qisda Corporation in this
document is/are authentic,
Notary Public
Tsai, Chia-Yen
公證人 蔡佳燕

Add: No. 46, Shoufa Rd., Taoyuan City,
Taoyuan County, Taiwan.

Notary Seal: TEL: +886-3-3347979

SEE

ATTACHED

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

Patents

Country Name	Patent No.	Issue Date	Application Serial No.	Filing Date	Title
US	7,196,669	2007/3/27	11/110,929	2005/4/21	Wireless telecommunication device
TW	I 235587	2005/7/1	093111320	2004/4/22	無線電子通訊裝置

CONFIDENTIAL

EXHIBIT B

CONFIDENTIAL – Wire Information

Beneficiary's Name: Qisda Corporation
Beneficiary's Account: 068750008239
Bank Name& Branch Name: Taishin International Bank Chien-Kuo Branch
SWIFT Code: TSIBTWTP
Bank Address: 17, Chien-Kuo N RD., SEC 2, Taipei, Taiwan, R.O.C

CONFIDENTIAL

EXHIBIT C

DELIVERABLES

For each Assigned Patent that is an issued patent:

- (i) the original ribbon copy issued by the United States Patent and Trademark Office, or the original certificate issued by the applicable government
- (ii) any agreements assigning rights in the subject inventions and patents
- (iii) all available conception and reduction to practice materials

For each Assigned Patent that is a U.S. patent application:

- (i) a copy of the patent application, as filed
- (ii) if unpublished, a copy of the filing receipt and the non-publication request, if available
- (iii) evidence of foreign filing license (or denial thereof)

For all Assigned Patents (applications and issued patents):

- (i) the original of any agreements assigning rights in the subject inventions, applications and/or patents, both from the inventors and prior owners including, but not limited to, inventor oath(s) or declarations, patent certificates, assignment documents and invention disclosure statement forms, if any
- (ii) the Seller's or its agents' lists or other means of tracking information relating to the prosecution or maintenance of the Assigned Patents throughout the world, including without limitation the names, addresses, email addresses, and phone numbers of prosecution counsel and agents, and information relating to deadlines, payments and filings, which list or other means of tracking information is current as of the Effective Date
- (iii) all available conception and reduction to practice materials
- (iv) evidence of foreign filing license (or denial thereof)
- (v) the prosecution history files, including all files, documents and tangible things constituting, comprising or relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of the Assigned Patents

CONFIDENTIAL

EXHIBIT D

PRE-EXISTING LICENSES

Patents/ patent applications covering communication products:

Qualcomm Incorporated

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

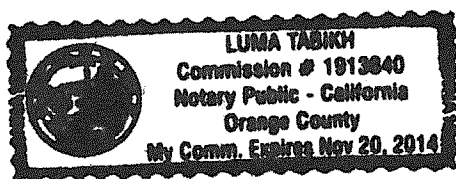
On 5/24/2011 before me, Luma Tabikh Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Robert Brinkman

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]

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: Patent Rights purchase and Assignment Agreement

Document Date: 5/24/2011 Number of Pages: 15

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here