

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT PURCHASE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
NANTRONICS SEMICONDUCTOR, INC.	03/22/2012
RECEIVING PARTY DATA	
Name:	SPANSION LLC
Street Address:	915 DEGUIGNE DRIVE, M/S 251
City:	SUNNYVALE
State/Country:	CALIFORNIA
Postal Code:	94088
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	7515478
Application Number:	11764736
Application Number:	11595237
Application Number:	11595426
Application Number:	11595724
Application Number:	11595309
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR
Address Line 4:	COSTA MESA, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	042243-0090

OP \$240.00 7515478

NAME OF SUBMITTER:

KRISTIN J AZCONA

Total Attachments: 8

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PATENT PURCHASE AGREEMENT

This **PATENT PURCHASE AGREEMENT** (the "Agreement") is made and entered into as of March 22, 2012 (the "Effective Date"), by and between **NANTRONICS SEMICONDUCTOR, INC.**, a Delaware corporation ("Assignor") and **SPANSION LLC**, a Delaware limited liability company ("Assignee").

1. Agreement. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, all of the right, title, and interest of Assignor in and to (a) the patents and patent applications (and any patents that issue as a result of those patent applications) listed on Exhibit A attached hereto, (b) any related invention disclosures, (c) any renewals, reissues, reexaminations, extensions, continuations, continuations-in-part, divisions and substitutions relating to any of the listed patents and patent applications, as well as (d) all related foreign patent and patent applications that are counterparts to such patents and patent applications, (e) all patents or applications in the same priority chain (*i.e.*, all patents and applications that claim priority to the same non-provisional application or applications, and all patents and non-provisional applications from which priority is claimed by the identified patent or application), and (f) all patents and applications that are subject to a terminal disclaimer that disclaims the term of any such patent or application beyond the term of any member of the family (collectively, the "Patents"); together with all claims for damages and other remedies by reason of past infringements of the Patents, whether arising prior to or subsequent to the date of this Agreement, along with the right to sue for and collect such damages and other remedies for the use and benefit of Assignee and its successors, assigns and other legal representatives. The Patents are conveyed subject to any and all licenses, permissions, consents or other rights that may have been granted by Assignor or its predecessors-in-interest with respect thereto prior to the Effective Date.

2. Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and, in the case of any patent applications filed with any office of any country or countries foreign to the United States, any officer of such country whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this Agreement.

3. Registration of China Patents. No later than ten (10) business days after the Effective Date, Assignor shall execute, prepare and submit the necessary instruments and documents to the People's Republic of China ("PRC") State Intellectual Property Office or any other competent government or administrative authority of the PRC to effectuate the transfer and assignment of the China Patent and China Patent Applications listed on Exhibit A, with a copy of the submitted materials provided concurrently to the Assignee .

4. Representations and Warranties. Assignor represents and warrants that (a) Assignor is the sole owner of the Patents, (b) the Patents are not subject to any liens, claims or encumbrances, (c) Assignor has all necessary rights and authority to enter into this Agreement and to assign the Patents and associated rights pursuant to Section 1 above, (d) no interference, opposition, reissue, reexamination, or other proceeding is pending or, to the knowledge of

Assignor, threatened, in which the scope, validity, or enforceability of any Patent is being contested or challenged, (e) each Patent is in compliance with all legal requirements and all filings, payments, and other actions required to be made or taken to maintain such Patent in full force and effect have been made by the applicable deadline, and (f) Assignor and to the knowledge of Assignor, its patent counsel, have complied with their duty of candor and disclosure and have made no material misrepresentations in the filings submitted to the applicable governmental authorities with respect to the Patents.

5. Further Actions. Assignor agrees to provide reasonable assistance upon Assignee's request and at Assignee's reasonable expense in perfecting Assignee's ownership and enforcement rights in the Patents and enforcing the Patents (including by way of example, making available inventors of the Patents who are then employees of Assignor to act as expert witnesses regarding their inventions which are the subject matter of a Patent). If Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified above, Assignor hereby irrevocably designates and appoints Assignee and its authorized officers and agents as Assignee's agent and attorney in fact, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by Assignor.

6. Payment. Assignee agrees to pay Assignor upon execution of this Agreement the amounts set forth on Exhibit B in full payment for assignment to Assignee of the Patents and rights listed and described in Section 1 above. Such payment shall be due and payable thirty (30) days following the Effective Date, or upon effective transfer of the Patents and rights listed and described in Section 1, whichever is later.

7. Governing Law. This Agreement and any disputes hereunder shall be governed by and construed in accordance with the domestic laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of California.

8. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, by telecopy with answer back, by express or overnight mail delivered by a nationally recognized air courier (delivery charges prepaid), by registered or certified mail (postage prepaid, return receipt requested) or by e-mail with receipt confirmed by return e-mail to the respective parties as set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such party:

If to Assignor:

Nantronics Semiconductor, Inc
Zhenjiang Hi-tech Development Zone No. 668 by the 12 Road, Room 804
Zhenjiang, Jiangsu Province, PRC
Attn: Bill Lu

If to Assignee:

Spancion LLC
915 DeGuigne Drive, M/S 251
Sunnyvale, California 94088, U.S.A
Attn: General Counsel

Any notice or communication delivered in person shall be deemed effective on delivery. Any notice or communication sent by e-mail, telecopy or by air courier shall be deemed effective on the first business day following the day on which such notice or communication was sent. Any notice or communication sent by registered or certified mail shall be deemed effective on the third business day following the day on which such notice or communication was mailed.

9. Assignment. Assignor may not, directly or indirectly, in whole or in part, whether voluntarily or involuntarily or by operation of law or otherwise, assign or transfer this Agreement without Assignee's prior written consent, which consent may be granted or refused at Assignee's sole discretion. Any assignment or attempted assignment in violation of this Section shall be null and void from the beginning, and shall be deemed a material breach of this Agreement.

10. Relationship Between Parties. Assignee and Assignor shall at all times and for all purposes be deemed to be independent contractors and neither party, nor either party's employees, representatives, subcontractors or agents, shall have the right or power to bind the other party. This Agreement shall not itself create or be deemed to create a joint venture, partnership or similar association between Assignee and Assignor or either party's employees, representatives, subcontractors or agents.

11. Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of Assignee and its affiliates on the one hand, and Assignor on the other hand. It is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity, and this Agreement does not (shall not be construed to) confer any right or cause of action in, upon or on behalf of any other person or entity, and no person or entity (including any of employee or former employee of any of the parties) other than Assignee or its affiliates and Assignor shall be entitled to rely on any provision of this Agreement in any action proceeding, hearing or other forum.

12. Severability. In the event that any clause, sub-clause or other provision contained in this Agreement shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such clause, sub-clause or other provision shall to that extent be severed from the remaining clauses and provisions, or the remaining part of the clause in question, which shall continue to be valid and enforceable to the fullest extent permitted by law.

13. No Waiver; Remedies Cumulative. Failure or neglect by a party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of such party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice such party's rights to take subsequent action. All rights and remedies

conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently.

14. Amendment. Any term of this Agreement may be amended, modified, rescinded, canceled or waived, in whole or in part, only by a written instrument signed by each of the parties' authorized representatives or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Section shall be binding upon the parties and their respective successors and assigns.

15. Counterparts. This Agreement may be executed in two or more counterparts, all of which, taken together, shall be considered to be one and the same instrument.


16. Headings; Construction. The headings to the clauses, sub-clauses and parts of this Agreement 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. The terms "this Agreement," "hereof," "hereunder" and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation" and "discretion" means sole discretion.

17. Entire Agreement. This Agreement supersedes any arrangements, understandings, promises or agreements made or existing between the parties hereto prior to or simultaneously with this Agreement and constitutes the entire understanding between the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

ASSIGNOR

By: 
Name: Bill Lu
Title: Authorized Representative

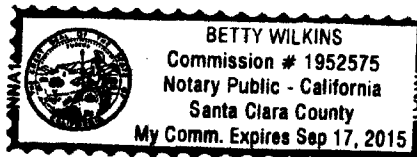
STATE OF California)
) SS:
COUNTY OF Santa Clara)

Before me this 22 day of March, 2012, personally appeared Bill Lu, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity therefor and that he signed the same of his own free will for the purpose therein expressed.

WITNESS my hand and official seal:



Notary Public



SIGNATURE PAGE TO PATENT ASSIGNMENT

PATENT
REEL: 027946 FRAME: 0454

IN WITNESS WHEREOF, Assignee has caused this Agreement to be executed as of the Effective Date.

ASSIGNEE

By:

Saied Nikoo Tehrani

Name: Saied Nikoo Tehrani

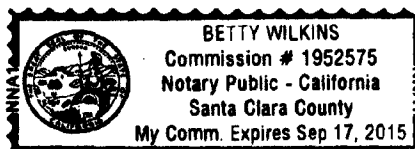
Title: Authorized Representative

STATE OF California)
) SS:
COUNTY OF Santa Clara)

Before me this 22 day of March, 2012, personally appeared Saied Tehrani, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity therefor and that he signed the same of his own free will for the purpose therein expressed.

WITNESS my hand and official seal:

[Signature]
Notary Public



SIGNATURE PAGE TO PATENT ASSIGNMENT

PATENT
REEL: 027946 FRAME: 0455

Exhibit A
Patents

1. US Patent No. 7,515,478
2. China Patent No. 200580036544.2
3. US Patent Applications:
 - a. No. 20080310237
 - b. No. 20070120174
 - c. No. 20070108506
 - d. No. 20070108501
 - e. No. 20070108500
4. China Patent Applications:
 - a. No. 200810127017.8
 - b. No. 200810147128.5

Exhibit B
Payment

US\$500,000