

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Execution Date
Kreos Capital III (Luxembourg) S.A.R.L	01/31/2012

RECEIVING PARTY DATA

Name:	Micron Technology, Inc
Street Address:	8000 S. Federal Way
Internal Address:	MS 1-525
City:	Boise
State/Country:	IDAHO
Postal Code:	83707

PROPERTY NUMBERS Total: 28

Property Type	Number
Patent Number:	6970469
Patent Number:	7088710
Patent Number:	7099355
Patent Number:	6822965
Patent Number:	7050448
Patent Number:	6704365
Patent Number:	7006580
Patent Number:	6876663
Patent Number:	6937133
Patent Number:	7002981
Patent Number:	7137122
Patent Number:	6622202
Patent Number:	7016350
Patent Number:	7894563

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Patent Number:	8085800
Patent Number:	8059671
Patent Number:	8050265
Patent Number:	8040907
Patent Number:	8174978
Application Number:	11138325
Application Number:	12328381
Application Number:	12252835
Application Number:	12481312
Application Number:	12410704
Application Number:	12315723
Patent Number:	8160086
Patent Number:	6608829
Patent Number:	6791990

CORRESPONDENCE DATA

Fax Number:

Phone: 208-368-4547

Email: monicawood@micron.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Micron Technology, Inc

Address Line 1: 8000 S. Federal Way

Address Line 2: MS 1-525

Address Line 4: Boise, IDAHO 83707

NAME OF SUBMITTER:

Scott N. Barker

Total Attachments: 17

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PATENT
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KREOS CAPITAL III (LUXEMBOURG) S.A.R.L.
65 Boulevard Grande-Duchesse Charlotte,
L-1331
Luxembourg

Micron Technology, Inc./Micron Europe Limited
800S. Federal Way
Boise, ID 83716-9632
Attention: General Counsel

2012

Dear Sirs,

Debentures dated 12 June 2008, 22 September 2010 and 15 December 2011 granted by Virtensys Limited (the "Security Documents")

Reference is made to the asset purchase agreement entered into on 19 January 2012 between amongst others: (i) Micron Technology, Inc and Micron Europe Limited (together "**Micron**"); and (ii) Virtensys Limited (the "**Company**") pursuant to which Micron, subject to the satisfaction of certain conditions will acquire certain assets of the Company (the "**Asset Purchase Agreement**").

In this letter, unless the context otherwise requires terms that are defined in the Asset Purchase Agreement shall bear the same meanings in this letter.

We refer to the floating charge created by the Security Documents in our favour and confirm that:

- (a) we are not aware of any event which has resulted in the crystallisation of the floating charge;
- (b) we have not taken any action which has resulted in the crystallisation of the floating charge;
and
- (c) we are not aware of any event occurring and have not taken any action which could result in the crystallisation of the floating charge.

We consent to the sale in accordance with the Asset Purchase Agreement of the Acquired Assets free from the floating charge.

Yours faithfully,


Georges Scheuer

MANAGER

KREOS CAPITAL III (LUXEMBOURG) S.A.R.L.

KREOS CAPITAL

Virtensys, Inc.
14908 NW Greenbrier Parkway
Building D
Beaverton
OR 97006
USA
Attention: John Nicholson

..... 2012

Re: Lien Termination Letter

Ladies and Gentlemen:

Reference is made to a: (i) security agreement dated 22 September 2010 between Kreos Capital III (Luxembourg) S.A.R.L ("Kreos") and Virtensys, Inc. (the "Company"); (ii) patent security agreement dated 22 September 2010 between Kreos and the Company; (iii) trademark security agreement dated 22 September 2010 between Kreos and the Company (collectively, the "Security Documents").

Reference is also made to the asset purchase agreement entered into on 19 January 2012 between amongst others: (i) Micron Technology, Inc and Micron Europe Limited (together "Micron"); and (ii) the Company pursuant to which Micron, subject to the satisfaction of certain conditions will acquire certain assets of the Company (the "Asset Purchase Agreement").

In this letter, unless the context otherwise requires terms that are defined in the Asset Purchase Agreement shall bear the same meanings in this letter.

With effect from the Effective Time, the undersigned hereby agrees and acknowledges that all security interests and other liens granted to or held by the undersigned in any Acquired Assets created by the Company under or pursuant to the Security Documents, shall be forever and irrevocably released, terminated and discharged, and (ii) the Company and Micron Technology, Inc. and its designees are authorized to file UCC termination statements to evidence the release of security interests in the Acquired Assets. Further, the undersigned agrees to take all reasonable additional steps requested by the Company as may be necessary to release its security interests in the Acquired Assets, including the execution and delivery of real property releases, intellectual property releases and delivery of the Acquired Assets held by the undersigned (to the extent applicable).

This Lien Termination Letter shall be governed by the internal laws of the State of Delaware.

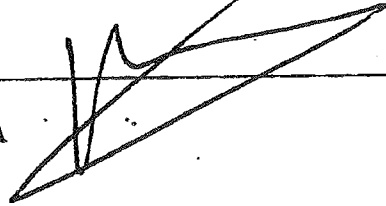
If you need anything in the future, please do not hesitate to contact us.

Very truly yours,

Kreos Capital III (Luxembourg) S.A.R.L

By: _____

Name
Manager A



By: _____

Name
Manager B

If you need anything in the future, please do not hesitate to contact us.

Very truly yours,

Kreos Capital III (Luxembourg) S.A.R.L

By: _____

Name

Manager A

By: _____

Name

Jean-Christophe DAUPHIN

Manager B

Kreos Capital III (Luxembourg) S.A.R.L

By: 

Name

Georges Scheuer

Title

 MANAGER

DATED

2012

- (1) KREOS CAPITAL III (LUXEMBOURG) S.A.R.L.
- (2) VIRTENSYS LIMITED

DEED OF RELEASE

DATED

2012

PARTIES

- (1) **KREOS CAPITAL III (LUXEMBOURG) S.A.R.L** a company incorporated in Grand Duchy of Luxembourg whose registered office is at 65 Boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg (the "**Debenture Holder**"); and
- (2) **VIRTENSYS LIMITED**, a private limited company incorporated in England and Wales (registered number is 05640059) whose registered office is at 5500 Lakeside, Cheadle Royal Business Park, Stockport SK8 3GR United Kingdom (the "**Company**").

WHEREAS

- (A) The Company entered into an asset purchase agreement on 19 January 2012 with amongst others Micron Technology, Inc. and Micron Europe Limited (together "**Micron**") pursuant to which Micron, subject to the satisfaction of certain conditions, will acquire certain of the assets of the Company (the "**Asset Purchase Agreement**").
- (B) Pursuant to the terms of this Deed the Debenture Holder has agreed to release its security over the assets of the Company to be acquired by Micron.

1. INTERPRETATION

In this Deed, unless the context otherwise requires the words and phrases that are defined in the Asset Purchase Agreement will bear the same meanings in this Deed.

The headings in this Deed are inserted for convenience only and do not form part of this Deed and do not affect its interpretation.

2. DEFINITIONS

In this Deed:

"**Debentures**" means each of: (i) the debenture dated 12 June 2008 between the Company as chargor and the Debenture Holder as chargee; (ii) the debenture dated 22 September 2010 between the Company as chargor and the Debenture Holder as chargee; and (iii) the debenture dated 15 December 2011 between the Company as chargor and the Debenture Holder as chargee; and

"**Security**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

3. RELEASES

The Debenture Holder hereby, with effect from the Effective Time, unconditionally and irrevocably:

- (A) surrenders, releases and discharges all Acquired Assets from all Security created by the Company under or pursuant to the Debentures;
- (B) reassigns and retransfers to the Company all right title and interest of the Company in and to the Acquired Assets free from all Security constituted by, under or pursuant to the Debentures; and

- (C) releases the Company from all obligations and liabilities (including, without limitation, all actual and/or contingent liabilities) under or in respect of the Debentures in connection with the Acquired Assets.

4. CONFIRMATION

The Debenture Holder hereby unconditionally and irrevocably confirms that, with effect from the Effective Time:

- (A) it will have no right, title or interest in or to and will hold no Security in or over any Acquired Asset; and
- (B) the Company will have no obligations or liabilities whatsoever under or in respect of the Debentures in connection with the Acquired Assets.

5. FURTHER ASSURANCE

The Debenture Holder agrees that it will do all things and execute any further documents or deeds the Company may reasonably require for the purpose of giving effect to this Deed.

6. COSTS AND EXPENSES

The Company shall reimburse the Debenture Holder on demand for all charges and expenses properly incurred by the Debenture Holder in connection with this Deed and any action taken by the Debenture Holder pursuant to clause 5 (*Further assurance*) together with all applicable value added taxes.

7. COUNTERPART

This Deed may be executed in one or more counterparts (including PDF copies) and the execution of each has the effect as if the execution was on a single copy of the Deed.

8. THIRD PARTY RIGHTS

The parties do not intend for any term of this Deed to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

9. GOVERNING LAW

This Deed and any non contractual obligations arising out of or in connection with this Deed shall be governed by and construed in accordance with English law.

THIS DEED OF RELEASE has been entered into as a deed on the date stated at the beginning of this Deed.

EXECUTION PAGE

Debenture Holder

EXECUTED as a DEED on behalf of)
KREOS CAPITAL III (LUXEMBOURG))
S.A.R.L.)
acting)

By
Manager A

.....
Signature of Manager

By
Manager B

.....
Signature of Manager

The Company

EXECUTED as a DEED on behalf of)
VIRTENSYS LIMITED)
acting by a director in the presence of:)


.....
Director

Witness:



Name:

YOUNG KELLER

Address:

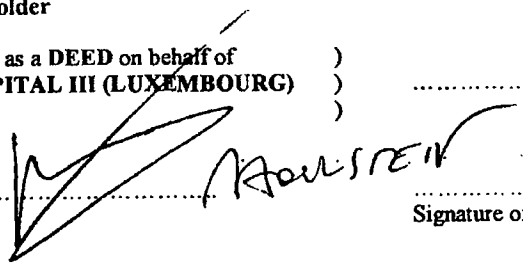
55 LINNEY ROAD
BRAMHALL
SK7 3LL

EXECUTION PAGE

Debenture Holder

EXECUTED as a **DEED** on behalf of)
KREOS CAPITAL III (LUXEMBOURG))
S.A.R.L.)
acting)

By.....
Manager A



.....
Signature of Manager

By.....
Manager B

.....
Signature of Manager

The Company

EXECUTED as a **DEED** on behalf of)
VIRTENSYS LIMITED)
acting by a director in the presence of:)

.....
Director

Witness:

Name:

Address:

.....
.....
.....

EXECUTION PAGE

Debenture Holder

EXECUTED as a DEED on behalf of)
KREOS CAPITAL III (LUXEMBOURG))
S.A.R.L.)
acting

By.....)
Manager A Signature of Manager

By..... Georges Scheuer)
Manager B Signature of Manager

The Company

EXECUTED as a DEED on behalf of)
VIRTENSYS LIMITED)
acting by a director in the presence of:) Director

Witness:

Name:

Address:

.....

.....

.....

Statement of satisfaction in full or in part of mortgage or charge

What this form is for
 You may use this form to register a statement of satisfaction in full or in part of a mortgage or charge

What this form is NOT for
 You cannot use this form to register a statement of satisfaction in full or in part of a fixed charge for a company registered in Scotland. To do this, please use form MG02s

For further information, please refer to our guidance at www.companieshouse.gov.uk

1 Company details										For official use	
Company number	0	5	6	4	0	0	5	9	→ Filing in this form Please complete in typescript or in bold black capitals		
Company name in full	Virtensys Limited									All fields are mandatory unless specified or indicated by *	

2 Creation of charge										① You should give a description of the instrument (if any) creating or evidencing the charge e.g. 'Legal charge' ② The date of registration may be confirmed from the certificate			
Date charge created	d1	d5	m1	m2	y2	y0	y1	y1					
Description ①	Debenture												
Date of registration ②	d2	d3	m1	m2	y2	y0	y1	y1					

3 Name and address of chargee(s), or trustee(s) for the debenture holders										Continuation page Please use a continuation page if you need to enter more details			
Please give the name and address of the chargee(s), or trustee(s) for the debenture holders													
Name	Kreos Capital III (Luxembourg) S A R L												
Address	65 Boulevard Grande-Duchesse Charlotte												
	L-1331 Luxembourg												
Postcode													
Name													
Address													
Postcode													
Name													
Address													
Postcode													

Statement of satisfaction in full or in part of mortgage or charge

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page
Please use a continuation page if
you need to enter more details.

Short particulars

FIXED AND FLOATING CHARGE OVER ALL PROPERTY AND ASSETS PRESENT AND
FUTURE, INCLUDING GOODWILL, BOOK DEBTS, UNCALLED CAPITAL, BUILDINGS,
FIXTURES, FIXED PLANT & MACHINERY

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has
been paid or satisfied ①

- In full
- In part

① Please tick one box only

6

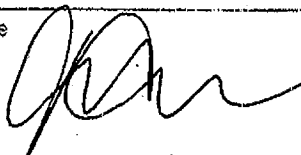
Signature

Please sign the form here:

Signature

Signature

X



X

This form must be signed by a person with an interest in the registration of
the charge

PATENT

REEL: 028233 FRAME: 0623

Statement of satisfaction in full or in part of mortgage or charge



What this form is for
You may use this form to register a statement of satisfaction in full or in part of a mortgage or charge

What this form is NOT for
You cannot use this form to register a statement of satisfaction in full or in part of a fixed charge for a company registered in Scotland. To do this, please use form MG02s

For further information, please refer to our guidance at www.companieshouse.gov.uk

1 Company details		For official use
Company number	0 5 6 4 0 0 5 9	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Virtensys Limited	

2 Creation of charge		① You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge' ② The date of registration may be confirmed from the certificate
Date charge created	01 02 2006 2008	
Description ①	Debenture	
Date of registration ②	02 07 2006 2008	

3 Name and address of chargee(s), or trustee(s) for the debenture holders		Continuation page Please use a continuation page if you need to enter more details
Please give the name and address of the chargee(s), or trustee(s) for the debenture holders.		
Name	Kreos Capital III (Luxembourg) S.A.R.L	
Address	65 Boulevard Grande-Duchesse Charlotte L-1331 Luxembourg	
Postcode		
Name		
Address		
Postcode		
Name		
Address		
Postcode		

2 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if
you need to enter more details

Short particulars

FIXED AND FLOATING CHARGE OVER ALL PROPERTY AND ASSETS PRESENT AND
FUTURE, INCLUDING GOODWILL, BOOK DEBTS, UNCALLED CAPITAL, BUILDINGS,
FIXTURES, FIXED PLANT & MACHINERY

5 Satisfaction of the debt

I confirm that the debt for which the charge described above was given has
been paid or satisfied

In full

In part

Please tick one box only

6 Signature

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the registration of
the charge.

PATENT

Statement of satisfaction in full or in part of mortgage or charge

What this form is for
 You may use this form to register a statement of satisfaction in full or in part of a mortgage or charge

What this form is NOT for
 You cannot use this form to register a statement of satisfaction in full or in part of a fixed charge for a company registered in Scotland. To do this, please use form MG02s

For further information, please refer to our guidance at www.companieshouse.gov.uk

1 Company details		For official use
Company number	0 5 6 4 0 0 5 9	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Virtensys Limited	

2 Creation of charge		① You should give a description of the instrument (if any) creating or evidencing the charge e.g. 'Legal charge' ② The date of registration may be confirmed from the certificate
Date charge created	d2 d2 m0 m9 y2 y0 y1 y0	
Description ①	Debenture	
Date of registration ②	d2 d9 m0 m9 y2 y0 y1 y0	

3 Name and address of chargee(s), or trustee(s) for the debenture holders		Continuation page Please use a continuation page if you need to enter more details
Please give the name and address of the chargee(s), or trustee(s) for the debenture holders		
Name	Kreos Capital III (Luxembourg) S A R L	
Address	65 Boulevard Grande-Duchesse Charlotte L-1331 Luxembourg	
Postcode		
Name		
Address		
Postcode		
Name		
Address		
Postcode		

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if
you need to enter more details

Short particulars

FIXED AND FLOATING CHARGE OVER ALL PROPERTY AND ASSETS PRESENT AND
FUTURE, INCLUDING GOODWILL, BOOK DEBTS, UNCALLED CAPITAL, BUILDINGS,
FIXTURES, FIXED PLANT & MACHINERY

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has
been paid or satisfied ①

In full

In part

① Please tick one box only

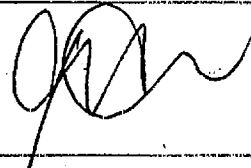
6

Signature

Please sign the form here

Signature

Signature

X  X

This form must be signed by a person with an interest in the registration of
the charge

PARENT