

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Assignment and License Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Alacritech, Inc.	07/02/2012
RECEIVING PARTY DATA	
Name:	Nexsil Communications, Inc.
Street Address:	c/o Alloy Ventures, Attn: Tony Di Bona, 400 Hamilton Avenue, #400, 4th Floor
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7596634
CORRESPONDENCE DATA	
Fax Number:	(415)693-2222
Phone:	4156932440
Email:	crhem@cooley.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:	Cooley LLP
Address Line 1:	101 California Street, 5th Floor
Address Line 4:	San Francisco, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	309738-100 NEXSIL
NAME OF SUBMITTER:	C. Rhem
Total Attachments: 5 source=NEXSIL - ALACRITECH (FINAL SIGNED AGREEMENT) 7-2-2012 #page1.tif source=NEXSIL - ALACRITECH (FINAL SIGNED AGREEMENT) 7-2-2012 #page2.tif source=NEXSIL - ALACRITECH (FINAL SIGNED AGREEMENT) 7-2-2012 #page3.tif source=NEXSIL - ALACRITECH (FINAL SIGNED AGREEMENT) 7-2-2012 #page4.tif source=NEXSIL - ALACRITECH (FINAL SIGNED AGREEMENT) 7-2-2012 #page5.tif	

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PATENT ASSIGNMENT AND LICENSE AGREEMENT

This Patent Assignment and License Agreement (this "Agreement") is made as of this 2nd Day of July, 2012 (the "Effective Date"), by and between Nexsil Communications, Inc., a Delaware corporation ("Nexsil"), and Alacritech, Inc., a California corporation ("Alacritech").

RECITALS

Nexsil desires to acquire from Alacritech U.S. Patent No. 7,596,634, issued September 29, 2009, inventors Millind Mittal et al. (the "Patent"), and Alacritech is willing to assign to Nexsil the Patent while retaining a license to the Patent, on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the parties as follows:

1. Assignment and Consideration.

(a) Assignment.

Subject to the terms and conditions of Alacritech's license under Section 2 of this Agreement, Alacritech hereby assigns to Nexsil all rights, title and interest in and to the Patent, including any reissues or extensions of the Patent, and including, without limitation, the right to sue for and recover damages for any past, present or future infringement of the Patent, the same to be held and enjoyed by Nexsil for its own use, and for its legal representatives and assigns, to the full end of the term for which the Patent is granted, as fully and entirely as the same would have been held by Alacritech had this assignment not been made.

(b) Consideration.

In consideration for the assignment of the Patent, Nexsil shall pay to Alacritech \$9232.50 upon this Agreement's Effective Date (the "Assignment Fee"). Of that amount, Alacritech acknowledges that Nexsil has already paid \$4665.00, with the remaining amount of \$4567.50 to be wired to Alacritech's bank account on the Effective Date.

2. License.

Alacritech retains a fully-paid, irrevocable, royalty-free, non-exclusive, non-sub-licensable (except as provided in Section 4(n)) and non-transferable (except as provided in Section 4(m)) license under the Patent to make, use, sell, offer to sell, import, and have made any Licensed Products. "Licensed Product" means any product that is substantially designed by Alacritech, is marketed and sold under a brand name or trademark of Alacritech, and is covered by any claim of the Patent.

3. Termination.

The term of this Agreement (the "Term") shall commence as of the Effective Date and shall terminate upon the expiration of the term of the Patent.

4. General Provisions.

(a) Force Majeure. Neither party shall be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communication or utility failures, or casualties.

(b) Relationship of Parties. The parties are independent contractors under this Agreement and no other relationship is intended, including a partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or other special relationship. No party shall act in a manner which expresses or implies a relationship other than that of independent contractor, nor bind the other party.

(c) No Third Party Beneficiaries. Unless otherwise expressly provided, no provisions of this Agreement are intended or shall be construed to confer upon or give to any person other than Alacritech or Nexsil any rights, remedies or other benefits under or by reason of this Agreement.

(d) Waiver and Modification. Failure by a party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by the parties.

(e) Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

(f) Controlling Law and Jurisdiction. This Agreement and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of California, without regard to the conflicts of laws provisions thereof.

(g) Headings. Headings used in this Agreement are for ease of reference only and shall not be used to interpret any aspect of this Agreement.

(h) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replace all prior

and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

(i) Counterparts. This Agreement may be executed in two counterparts, each of which shall be an original and together which shall constitute one and the same instrument.

(j) Disputes. In the event of any controversy or dispute which arises under, out of, or in relation to any of the provisions hereof between any of the parties hereto, such parties shall first attempt to resolve such controversy or dispute by mediation through Judicial Arbitration and Mediation Services (JAMS) in Santa Clara, California. If the parties are unable to resolve such controversy or dispute through mediation within 60 days of the initiation of process by a party's written notice of the existence of such dispute, then the matter shall be submitted to JAMS for arbitration in Santa Clara, California before a single arbitrator who has substantial experience in venture capital financing and intellectual property licensing transactions in accordance with the Rules of JAMS, as then in effect, except as otherwise provided by the provisions of this Section 5(j). The provisions of the California Code of Civil Procedure governing discovery in civil litigation, or any successor or amended statute or law containing similar provisions are incorporated by reference herein and shall be applicable in any such arbitration; specifically, the parties shall have the right to engage in all pre-hearing discovery that would be permitted in a civil litigation action to resolve their dispute. The arbitrator shall rule upon motions to compel or limit discovery and shall have the authority to impose sanctions, including attorneys' fees or costs, to the same extent as a court of law or equity, should the arbitrator determine that discovery was sought without substantial justification or that discovery was refused or objected to without substantial justification. The arbitration shall proceed in accordance with the laws relating to arbitration then in effect in the State of California, including, without limitation, section 1280-1294.2 of the California Code of Civil Procedure, as the same may be amended or superseded from time to time. The arbitrator's award shall be rendered in writing and shall be based upon applicable California and federal statutory and decisional law. Each party irrevocably waives any objection to the bringing and maintenance of any arbitration or other proceeding, including any objection based on inconvenience or venue, in Santa Clara, California. Each party waives its respective rights to a trial by jury of any claim or cause of action arising out of this Agreement. Each shall bear its own legal costs and fees in connection with any dispute resolved in accordance with the provisions of this Section 5(j).

(k) Further Assurances. The parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

(l) Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS ACTUALLY PAID BY NEXSIL TO ALACRITECH UNDER SECTION 2 OF THIS AGREEMENT.

(m) Assignment. Alacritech may not assign or transfer any of its rights under this Agreement or delegate any of its obligations or duties under this Agreement (by operation of law or otherwise) without Nexsil's prior written consent, except that such consent shall not be required for any assignment or transfer of all or substantially all of Alacritech's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment, transfer or delegation without such consent will be null and void. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

(n) Ordinary Course of Business. Sublicense of the Patent by Alacritech is allowed only for transportation, use or sale of the Licensed Products to distributors, suppliers and resellers, and is also allowed for use to customers or end users of Licensed Products, in each case, in the ordinary course of business.

(o) Warranty. THE PATENT IS ASSIGNED TO NEXSIL UNDER THIS AGREEMENT ON AN "AS IS" BASIS, AND ALACRITECH SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES REGARDING THE VALIDITY AND ENFORCEABILITY OF THE PATENT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written by their authorized representatives.

NEXSIL COMMUNICATIONS, INC.

By: 

Name: Tony Di Bona

Title: President

ALACRITECH, INC.

By: *Esther W. Lee*

Name: *ESTHER W. LEE*

Title: *Chief Financial Officer*