

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Simplify Systems, Inc.	03/01/2012
RECEIVING PARTY DATA	
Name:	White Eagle Sonic Technologies, Inc.
Street Address:	160 Saratoga Ave., Suite 180
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95051
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8157738
Application Number:	13408174
Application Number:	12494184
CORRESPONDENCE DATA	
Fax Number:	6507120263
Phone:	6507120340
Email:	kmarley@hmbay.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:	Mark Haynes
Address Line 1:	P.O. Box 366
Address Line 2:	Haynes Beffel & Wolfeld LLP
Address Line 4:	Half Moon Bay, CALIFORNIA 94019
ATTORNEY DOCKET NUMBER:	SMPL 1017-1/1017-5/1018-1
NAME OF SUBMITTER:	Mark A. Haynes
Total Attachments: 6	

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is made, and entered into as of March 1, 2012 (the "Effective Date"), by and between Samplify Systems, Inc., a Delaware corporation ("Assignor"), and White Eagle Sonic Technologies, Inc., a California corporation ("Assignee"). Each of Assignor and Assignee are sometimes referred to herein individually, as a "Party" and, together as the "Parties." Capitalized terms used but not defined shall have the meanings set forth in the Asset Purchase Agreement, dated March 1, 2012 (the "Purchase Agreement"), by and between the Parties.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee certain Technology and Intellectual Property Rights owned by Seller or its affiliates as listed on Exhibit A to this Assignment (the "Assigned Intellectual Property"); and

WHEREAS, to effect the transfer of the Assigned Intellectual Property as contemplated in the Purchase Agreement, Assignor and Assignee desire to enter into this Assignment.

NOW, THEREFORE, in consideration of the mutual promises of the Parties, and for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Assignment.** Assignor does hereby sell, assign, transfer, convey and deliver to Assignee and its successors and assigns, all of the right, title, and interest of Assignor in and to the software, copyrights, trade secrets, scripts, applications, reports, data files, data tracking, design materials, documentation, and information technology listed on Exhibit A, and all right, title, and interest in and to the patents and patent applications listed on Exhibit A, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for the subject matter of thereof, and to any continuation, continuation-in-part, division, renewal, extension, substitute, re-examination or reissue thereof or any legal equivalent in the United States or a foreign country for the full term or terms for which the same may be granted, including all causes of actions, claims and demands or other rights for, or arising from, any infringement, including past infringement, all rights of priority under any international conventions and any other international agreements to which the United States adheres, all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and all rights corresponding thereto throughout the world.
- 2. Assistance and Cooperation.** Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment.
- 3. Perfection and Recordation.** Assignee shall prepare all paperwork that is necessary to perfect and record the assignments of the Assigned Intellectual Property in the various jurisdictions, and Assignor shall be responsible for all third-party expenses, including recordation expenses, associated therewith (but excluding any costs incurred by Assignee in the preparation of such paperwork).
- 4. Conflicts.** Notwithstanding any other provisions of this Assignment to the contrary, Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, conditions, indemnities, rights and remedies contained in the Purchase Agreement shall not be superseded, modified, replaced, amended, changed, rescinded, or in any way affected hereby, but shall remain in full force and effect to the full extent provided in the Purchase Agreement. This Assignment is subject to and controlled by the terms of the Purchase Agreement, and 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.

5. **Further Actions.** Assignor covenants and agrees, at its own expense, to execute and deliver, at the request of Assignee, such further instruments of transfer and assignment and to take such other actions as reasonably requested by Assignee to more effectively consummate the assignments and assumptions contemplated by this Assignment.

6. **Governing Law.** This Assignment 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.

7. **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 set forth in Purchase Agreement, in the same manner, by such Party. 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.

8. **Binding Assignment.** No Party may, directly or indirectly, in whole or in part, whether voluntarily or involuntarily or by operation of law or otherwise, assign or transfer this Assignment and the rights granted to it hereunder without the other Party's prior written consent, which consent may be granted or refused at the other Party's sole discretion. Notwithstanding the foregoing, either Party may assign this Assignment and the rights granted to it hereunder, subject to its obligations, to a successor in interest without the consent of the other Party upon any merger, acquisition, reorganization, change of control, or sale of all or substantially all of the assets or business of such Party or the sale of all or substantially all of the assets or the business to which this Assignment relates. 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 Assignment.

9. **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 Assignment 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.

10. **Third Party Beneficiaries.** The terms and provisions of this Assignment are intended solely for the benefit of Assignee and its affiliates (as defined in the Purchase Agreement), on the one hand, and Assignor and its affiliates, 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 Assignment 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 or its affiliates shall be entitled to rely on any provision of this Assignment in any action proceeding, hearing or other forum.

11. **Severability.** In the event that any clause, sub-clause or other provision contained in this Assignment 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.

12. **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 Assignment nor prejudice such Party's rights to take subsequent action. All rights and remedies conferred under this Assignment or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently.

13. **Amendment.** Any term of this Assignment 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.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, including counterparts transmitted by facsimile or electronic transmission, each of which shall be an original as regards any party whose signature appears thereon and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all parties reflected hereon as signatories.


15. **Headings; Construction.** The headings to the clauses, sub-clauses and parts of this Assignment are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Assignment. The terms "this Assignment," "hereof," "hereunder" and any similar expressions refer to this Assignment and not to any particular Section or other portion hereof. The Parties 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 Assignment. As used in this Assignment, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation" and "discretion" means sole discretion.

16. **Entire Assignment.** With the exception of the Purchase Agreement and the Transaction Documents, this Assignment supersedes any arrangements, understandings, promises or agreements made or existing between the Parties prior to or simultaneously with this Assignment and, together with the Purchase Agreement and the Transaction Documents, constitutes the entire understanding between the Parties.

[Signature Page Follows]

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

SAMPLIFY SYSTEMS, INC.,
a Delaware Corporation

By: 
Allan Evans, CEO

ACKNOWLEDGEMENT

State of California)

County of Santa Clara)

On March 01st, 2012, before me NISHA R. PATEL, Notary Public,
personally appeared Allan Evans who
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 and
that by his signature on the instrument the person, or the entity upon behalf of which the person 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

[SEAL]

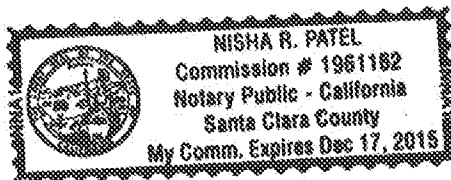


EXHIBIT A
ASSIGNED INTELLECTUAL PROPERTY

PATENTS:

Status	Filing Date	Date	Patent #	Title
ALLOWED	6/2/2009	12/9/2011	US App# 12477062 US 2010/0305449	Ultrasound signal compression
GRANTED (CN)	5/20/2010	6/8/2011	201020204940.X	Apparatus in an ultrasound imaging system (compressed samples)
GRANTED (CN)	5/20/2010	6/8/2011	201020204938.2	Apparatus in an ultrasound imaging system (compressed beams)
ALLOWED (CN)	5/20/2010	12/23/2011	(TBD)	Post-beamforming compression in ultrasound systems
FILED	6/29/2009		US App# 12494184 US 2010/0331689	Post-beamforming compression in ultrasound systems

TRADEMARKS, TRADE NAMES and SERVICE MARKS:

AutoFocusTM beamforming

QuadBeamTM phased array processing

SOFTWARE:

SUAPI - Simplify Ultrasound API Software

TECHNOLOGY:

All Technology and Intellectual Property Rights embodied in any and all development, research, manufacturing, marketing and advertising undertaken by Assignor prior to the Effective Date in connection with the development, manufacture and sale of products and potential products in the Ultrasound Field, including, but not limited to the Technology and Intellectual Property Rights embodied in the following Products:

- SAM1600 - 16-channel 12-bit 65Msps ADC, but not including the Prism Compression Technology contained within the SAM 1600.
- SAM2032 - 32-channel receive beamformer
- SMM9132 / SMM9133 - 32-channel receive analog-front-end module
- SMK9130A2 / SMK9130A3 - 64-channel TX/RX beamforming ultrasound sub-system
- SFF9140 - 64-channel transmit beamformer IP

•SFF9130 - Mid-processor / US control / Host interface IP

For purposes of this exhibit, the term "**Ultrasound Field**" means the field of technology, products and services relating to, incorporating or based upon (i) any medical system which includes an electro-acoustic transducer; or (ii) any system which includes an electro-acoustic transducer having a center frequency greater than 500kHz.