

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SUPERCONDUCTOR TECHNOLOGIES, INC.	05/29/2012
RECEIVING PARTY DATA	
Name:	RESONANT LLC
Street Address:	460 Ward Drive
City:	Santa Barbara
State/Country:	CALIFORNIA
Postal Code:	93111-2310
PROPERTY NUMBERS Total: 16	
Property Type	Number
Application Number:	13282289
Application Number:	13093539
Patent Number:	8063714
Patent Number:	7924114
Patent Number:	7863999
Patent Number:	7719382
Patent Number:	7639101
Patent Number:	7071797
Patent Number:	6788175
Patent Number:	6700459
Patent Number:	6662029
Patent Number:	6633208
Patent Number:	6026311
Patent Number:	5618777
Patent Number:	5616539

CH \$640.00 13282289

Patent Number:

5488382

CORRESPONDENCE DATA

Fax Number: 9498236994

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 9497609600

Email: scarr@omm.com

Correspondent Name: O'Melveny & Myers LLP

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Address Line 2: IP&T Calendar Dept. (LA-13-A7)

Address Line 4: Los Angeles, CALIFORNIA 90071-2899

ATTORNEY DOCKET NUMBER:

844,004-998

NAME OF SUBMITTER:

David B. Murphy

Total Attachments: 7

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Execution Copy

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "*Agreement*") is entered into effective as of July 6, 2012 by and between Superconductor Technologies Inc., a Delaware corporation ("*STI*"), and Resonant LLC, a California limited liability company (the "*Company*"). The transactions contemplated herein are made with reference to the facts and circumstances below. For ease of reference, capitalized terms used herein without definition have the same meanings as ascribed to them in the Operating Agreement of Resonant LLC dated effective as of May 29, 2012 (the "*Operating Agreement*").

RECITALS

A. The Company was organized on May 29, 2012 by duly filing its Articles of Organization (Form LLC-1) with the Secretary of State of the State of California and is governed by the Operating Agreement.

B. STI is (i) the owner of those certain patents and applications, as described on Exhibit A, together with any related trade secrets, trademarks (including, without limitation, the common law rights to the RCR trademark), copyrights, mask work, design rights, registrations and renewals, recordings, related proprietary information and know-how (collectively, the "*Intellectual Property*"); (ii) the licensor of certain commercial software programs, as described on Exhibit A (collectively, the "*Software*"); a party by way of quitclaim to certain proprietary agreements, including, without limitation, the Skyworks Agreement and various nondisclosure agreements, as described on Exhibit A (collectively, the "*Proprietary Contracts*"), and (iii) the owner of certain equipment related to the Intellectual Property and the Software, as described on Exhibit A (collectively, the "*Equipment*"). The Intellectual Property, the Software, the Proprietary Contracts and the Equipment are hereinafter collectively referred to as the "*Property*."

C. Except as specifically set forth in this Agreement, STI has agreed to contribute its entire interest in the Property in a transaction coming within the purview of Section 721 of the Internal Revenue Code of 1986, as amended (the "*Code*") and the corresponding provisions of applicable state income tax laws, and the Company desires to accept from STI, such contribution in exchange for a thirty percent (30%) interest on a fully-diluted basis in the capital and profits of the Company (the "*LLC Interest*").

D. Accordingly, the parties hereto have entered into this Agreement to memorialize the terms and conditions of STI's contribution of the Property and such other matters as the parties hereto deem appropriate.

AGREEMENT

NOW THEREFORE, the parties hereby agree as follows:

1. Contribution.

(a) Subject to the terms and conditions of this Agreement, STI hereby assigns, transfers and contributes (the "*Contribution*") to the capital of the Company, as of the date hereof, all of its right, title and interest in and to the Property, and the Company hereby accepts said Contribution, and to STI's actual knowledge such Property is free and clear of any claims, liens, pledges, options, charges, encumbrances, security interests, licenses, transfer restrictions or other rights of third parties, whether voluntarily incurred or arising by operation of law, except for STI's rights to re-acquire the Property pursuant to the Operating Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

"STI"

Superconductor Technologies Inc., a Delaware corporation

By: 

Jeff Quiram

Its: Chief Executive Officer

"Company"

Resonant LLC, a California limited liability company

By: 

Jeff Quiram

Its: Manager

By: _____

Robert B. Hammond, Ph.D.

Its: Manager

By: _____

Terry Lingren

Its: Manager

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By: _____
Jeff Quiram
Its: Chief Executive Officer

"Company"

Resonant LLC, a California limited liability company

By: _____
Jeff Quiram
Its: Manager
By: _____
Robert B. Hammond, Ph.D.
Its: Manager

By: _____
Terry Lingren
Its: Manager

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"STP"

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By: _____
Jeff Quiram
Its: Chief Executive Officer

"Company"

Resonant LLC, a California limited liability company

By: _____
Jeff Quiram
Its: Manager

By: _____
Robert B. Hammond, Ph.D.
Its: Manager

By: Terry Lingren
Terry Lingren
Its: Manager

SCHEDULE A

U.S. PENDING APPLICATIONS

Title	1st Inventor	Filing Date	Serial No
Low-Loss Tunable Filter Radio Frequency Filter	Tsuzuki	10/26/2011	13/282,289
Mixed Resonator Monolithic Band-Pass Filter with Enhanced Rejection	Raihn	4/25/2011	13/093,539

U.S. ISSUED PATENTS

Title	1st Inventor	Patent No.
Low-Loss Tunable Filter Radio Frequency Filter	Tsuzuki	8,063,714
Electrical Filters with Improved Intermodulation Distortion	Tsuzuki	7,924,114
Low-Loss Tunable Filter Radio Frequency Filter	Tsuzuki	7,863,999
Low-Loss Tunable Filter Radio Frequency Filter	Tsuzuki	7,719,382
Low-Loss Tunable Filter Radio Frequency Filter	Tsuzuki	7,639,101
Method and Apparatus for Minimizing Intermodulation With an Asymmetric Resonator	Ye	7,071,797
Anchors for Micro-Electro-Mechanical Systems (MEMS) Devices	Prophet	6,788,175
Dual-Mode-Bandpass Filter with Direct Capacitive Couplings and Far-field Suppression Structures	Raihn	6,700,459
High Temperature Superconducting Tunable Filter with an Adjustable Capacitance Gap	Eden	6,662,029
Filter with Improved Intermodulation Distortion Characteristics and Method of Making the Improved Filter	Salkola	6,633,208
High Temperature Superconducting Structures and Methods for High Q, Reduced Intermodulation Resonators and Filters	Willemsen	6,026,311
High Temperature Superconductor Lumped Elements and Circuit Therefrom	Hey-Shipton	5,618,777
High Temperature Superconductor Lumped Element Band-Reject Filters	Hey-Shipton	5,616,539
Low Noise Amplifier	Fenzi	5,488,382