

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
APT Licensing Limited	03/15/2013
RECEIVING PARTY DATA	
Name:	Cambridge Silicon Radio Limited
Street Address:	Churchhill House, Cambridge Business Park
Internal Address:	Cowley Road
City:	Cambridge
State/Country:	UNITED KINGDOM
Postal Code:	CB4 0WZ
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12619029
CORRESPONDENCE DATA	
Fax Number:	9192382301
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	WITHROW & TERRANOVA, P.L.L.C.
Address Line 1:	100 REGENCY FOREST DRIVE
Address Line 2:	SUITE 160
Address Line 4:	CARY, NORTH CAROLINA 27518
ATTORNEY DOCKET NUMBER:	1142-013
NAME OF SUBMITTER:	Julie Smith
Signature:	/Julie Smith/
Date:	04/04/2013

OP \$40.00 12619029

Total Attachments: 8

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CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment, *nunc pro tunc*, effective as of August 4, 2011, made by **APT LICENSING LIMITED** (hereinafter referred to as the "Assignor") incorporated and registered in Northern Ireland with company number NJ 54094, whose registered office was at 729 Springfield Road, City of Belfast, United Kingdom, and is now at Unit 2 Ground Floor South, The Legacy Building, Northern Ireland Science Park, Queens Road Queens Island, Belfast, County Antrim, BT3 9DT, United Kingdom.

WITNESSETH That,

WHEREAS, as of the effective date of this Confirmatory Assignment, the Assignor was the sole owner of the patent(s) and patent application(s) listed in Appendix A to this Confirmatory Assignment (hereinafter the "Patents").

WHEREAS all rights, title, and interest in the Patents were assigned, transferred, and set over by Assignor to **CAMBRIDGE SILICON RADIO LIMITED**, incorporated and registered in England and Wales with company number 03665875, whose registered office is at Churchhill House, Cambridge Business Park, Cowley Road, Cambridge, Cambridgeshire, CB4 0WZ, United Kingdom (hereinafter the "Assignee") as of the effective date of this Confirmatory Assignment as set forth in the Deed of Ratification and Confirmation attached hereto as Appendix B.

NOW THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

We, the Assignor, hereby confirm that the we sold, assigned, transferred, and set over unto Assignee, its successors and assigns, the entire right, title and interest in and to the Patents including the Invention(s) disclosed therein, and in any and to any and all continuations, continuations-in-part, substitutions, divisions or reissues of the Patents, the same to be held and enjoyed by the said Assignee, for its interest, and for its own use and behalf, and the use and behalf of its successors and assigns, to the full end of the term for which the patents may be granted as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made;

And for the consideration aforesaid, we hereby covenant and agree to and with the Assignee, its successors and assigns, that at the effective date of this Confirmatory Assignment we were the sole and lawful owner of the entire right, title and interest in and to the Patents and that the same were unencumbered, and that we had good right and lawful authority to sell and convey the same in the manner herein set forth;

And for the consideration aforesaid, we hereby covenant and agree to and with the Assignee, its successors and assigns, that we will, whenever its counsel or the counsel of its successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, or substitution of, or any other proceeding in connection with said application, including interference proceedings, is lawful and desirable, sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said Invention(s), or for the reissue of the same without charge to the Assignee, its successors or assigns, but at its or their expense;

I hereby request the Commissioner for Patents to issue the Letters Patent in accordance with this instrument.

For the consideration aforesaid, we have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the Assignee, its successors, assigns or nominee, the entire right, title and interest in and to any and all Letters Patent for the patents which may be granted in countries foreign to the United States and in and to any applications for Letters Patent which may be filed for the patents in countries foreign to the United States and in and to the Invention(s) described in the Patents; and we hereby authorize and empower the Assignee, its successors, assigns or nominees to apply for Letters Patent or other form of protection on said invention in its own name or in the name of its successor, assignee, or nominee, in any and all countries where it may desire to file such application and where said application may be filed by another than the inventor; and we hereby covenant and agree to sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for procurement of Letters Patent, or other form of protection, for said Invention(s) in countries foreign to the United States, and for further investing or confirming the right and title therein to the Assignee, its successors, assignee, or nominee, without charge to the Assignee, its successor, assignee or nominee, but at its or their own expense.

Said sale, conveyance, assignment, and transfer includes, without limitation, the rights to enforce, assert, and sue for past, present, and future infringement of the patents, and the rights to recover and collect for past, present, and future damages related to the patents.

IN WITNESS WHEREOF, APT LICENSING LIMITED has caused this document to be signed on its behalf by:

15 March 2013
Date

Will Gardiner, CFO
By: Will Gardiner
Title: Chief Financial Officer

APPENDIX A

Serial Number	Title	Filing Date	Reel/Frame
12/619,029	APPARATUS AND METHOD FOR ADAPTIVE AUDIO CODING	11/16/2009	023569 / 0222
12/625,764	APPARATUS AND METHOD FOR ADAPTIVE AUDIO CODING	11/25/2009	023569 / 0222

APPENDIX B

DATED 4 August 2011

(1) APT LICENSING LIMITED

(2) CAMBRIDGE SILICON RADIO LIMITED

**DEED OF RATIFICATION AND
CONFIRMATION**

in relation to a transfer of
the business and assets, and assumption of liabilities of
APT Licensing Limited



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REF: FNLIP/391087/Fb uk 30713162 01

THIS DEED is made on 4 August

2011

BETWEEN

- (1) **APT LICENSING LIMITED** incorporated and registered in Northern Ireland with company number NI 54094, whose registered office is at Unit 2 Ground Floor South The Legacy Building, Northern Ireland Science Park, Queens Road Queens Island, Belfast, Co. Antrim BT3 9DT ("Transferor"); and
- (2) **CAMBRIDGE SILICON RADIO LIMITED** incorporated and registered in England and Wales with company number 03665875, whose registered office is at Churchill House, Cambridge Business Park, Cowley Road, Cambridge, Cambridgeshire CB4 0WZ ("Transferee"),

(together hereinafter referred to as the "Parties" and each a "Party").

RECITALS

- (A) On and with effect from 1 October 2010 (the "Effective Date"), the entire business and assets of the Transferor (together, the "Business and Assets") were purchased by and transferred to the Transferee by the Transferor (the "Transfer") in consideration of the Transferee paying to the Transferor the book values of the Business and Assets in the sum of £70,362 and the Transferee assuming responsibility for the Assumed Liabilities (collectively "the Consideration").
- (B) The Transfer was not formally documented by and between the Parties at the time of the Transfer.
- (C) This Deed is, inter alia, to ratify and confirm the Transfer.
- (D) At the time of the Transfer, the Transferor assessed that it had distributable reserves and that the Transfer could be conducted on the basis of book values of the Business and Assets.

IT IS AGREED as follows:

1. SALE

- 1.1 The Transferor and the Transferee hereby ratify and confirm the sale by the Transferor to the Transferee (and to the extent such ratification and confirmation is ineffective, the Transferor hereby sells and the Transferee hereby purchases) with full title guarantee and free from all encumbrances (being any mortgage, charge (fixed or floating), pledge, lien, hypothecation, guarantee, trust, right of set-off or other third party right or interest (legal or equitable) including any assignment by way of security, reservation of title or other security interest of any kind, howsoever created or arising, or any other agreement or arrangement (including a sale and repurchase agreement) having similar effect)), with effect from the Effective Date, the Business and Assets.
- 1.2 The Parties further ratify and confirm that the cash element of the Consideration has been left outstanding on inter-company loan account.

2. **LIABILITIES**

2.1 The Transferee hereby agrees, acknowledges and confirms that with effect from the Effective Date:

2.1.1 it has assumed responsibility for and shall pay, satisfy or perform the Assumed Liabilities; and

2.1.2 shall pay, satisfy or discharge all debts, liabilities and obligations incurred by the Transferee in connection with the Business after the Effective Date.

2.2 For the purpose of this Deed, "Assumed Liabilities" means all debts, liabilities and obligations of any nature of the Transferor relating to the Business or the Assets, whether actual or contingent, which were due or outstanding on or had accrued at the Effective Date, excluding any sums due to the Transferee from the Transferor.

3. **FURTHER ASSURANCE**

Each Party agrees, at its own cost, to execute all such documents and do all such acts and things as may, at any time after the date of this Deed, be reasonably required to give effect to the provisions of this Deed and to duly vest full legal and beneficial title to the Business and Assets in the name of the Transferee.

4. **GOVERNING LAW**

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by
APT LICENSING LIMITED
acting by KLAUS BUEHRING
a director, in the presence of:

Klaus Buehring

T. Munko

Name of Witness: K. J. MUNKO

Address of Witness: 7 BENNETTS END, GREAT WILBORNAH, CAMBRIDGE, CB21 5JL

Occupation of Witness: LEAD EUROPEAN COUNSELL

Executed as a deed by
CAMBRIDGE SILICON RADIO
LIMITED acting by KLAUS BUEHRING
a director, in the presence of:

Klaus Buehring

T. Munko

Name of Witness: AS ABOVE

Address of Witness:

Occupation of Witness: