PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/02/2009

CONVEYING PARTY DATA

Name	Execution Date
Camgian Microsystems Corp.	04/04/2013

RECEIVING PARTY DATA

Name:	Wave Semiconductor, Inc.
Street Address:	2524 Fairbrook Dr.
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94040

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	6308229
Patent Number:	6128678

CORRESPONDENCE DATA

Fax Number: 6026314529
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 602-631-9100
Email: pto_lcv@vclmlaw.com
Correspondent Name: Lance C. Venable
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ATTORNEY DOCKET NUMBER:	PHLV1418-000
NAME OF SUBMITTER:	Lance C. Venable
Signature:	/Lance C. Venable/

Date:	04/05/2013

Total Attachments: 15
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NCL TECHNOLOGY TRANSFER AGREEMENT

By and between Camgian Microsystems Corp. ("Camgian"), a Mississippi corporation located in Starkville, Mississippi, and Wave Semiconductor, Inc. ("Wave"), a Delaware corporation located in Mountain View, California, including for each party its successors and permitted assigns.

Context of this agreement

Camgian has developed, and owns, certain intellectual property rights and trade secrets, generally referred to as NULL Convention Logic™ ("NCL™") Camgian desires to transfer NCL to Wave.

Wave has developed a business plan to commercialize flowgraph machine technology using NCL; and accordingly desires to transfer NCL from Camgian.

Substance of this agreement

In consideration of their mutual convenants herein, plus other good and valuable consideration, receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Attachments**

    The following attachments are referred to in this agreement:

Attachment	Title	*Incorporated herein by reference or informational in nature.*
A	Transferred patents	incorporated by reference
B	Previously granted licenses	informational
C	Deliverables	incorporated by reference
D	Flowgraph Machine Technology	informational

2. **Definitions**

Affiliate	An entity that controls, is controlled by, or is under common control with an entity, whether momentarily or on an ongoing basis.
Base Logic Products	Products that instantiate logic in an asynchronous manner using NCL, but that do not incorporate a programmable flowgraph machine technology containing a computational fabric having an array of NCL based computational elements. Base Logic Products may be Products or licenses that utilize the Transferred Technology but that do not incorporate a programmable flowgraph machine technology containing a computational fabric having an array of NCL based computational elements.
Confidential Information	Information that is proprietary to a party and is not generally known other than by that party, including any

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	"trade secret" as the term is defined in the Uniform Trade Secrets Act; but not including any information rightfully received from a third party without a duty of confidentiality.
Deliverables	The items listed in Attachment C.
Flowgraph Machine Technology	The flow graph machine architecture as described in the patents and patent applications specified in Attachment D.
Flowgraph Products	Products that incorporate programmable flowgraph machine technology containing a computational fabric having an array of NCL based computational elements.
Initial Deliverables	Such portions (as designated in Attachment C) of the Deliverables as will enable Wave to conduct internal testing and evaluation the Transferred Technology .
Revenue	The gross sum of money plus the fair market value of any non-monetary consideration received by Wave and/or any of its Affiliates from the sale of Products and from the licensing of the Transferred Technology.
Transferred Patents	The patents listed in Attachment A, including any existing or pending patents owned by Camgian corresponding to the foregoing in any other country, and further including any division, continuation, continuation-in-part, or reexamination of the foregoing, and further including any claim of any such unexpired patent that has not been held to be invalid by a final judgment of a court of competent jurisdiction from which no further appeal can be or has been taken, but excluding, as of the date of expiration, any expired patents.
Products	Semiconductor devices that incorporate the Transferred Technology.
Transferred Technology	All the Transferred Patents, plus such technical information and software development tools as are reasonably necessary and appropriate to effectively design, produce, and market Products, including the Deliverables.

3. **Specific obligations of Camgian**

a. **Initial Deliverables**

Within 5 business days after the effective date of this agreement, Camgian shall provide Wave with the Initial Deliverables. To the extent Camgian does so, Camgian shall grant

(and will be deemed to grant) Wave a limited license to use the Transferred Technology for testing and evaluation purposes.

b. **Deliverables**

Upon receipt of the second payment described in paragraph 4.b(2), Camgian shall provide Wave with all Deliverables; and shall also provide a unconditional written assignments of the Transferred Patents and Transferred Technology, including the right to sue for past infringement or misappropriation, in a form reasonably satisfactory to Wave. Camgian shall provide all reasonable assistance as may be requested by Wave for the registration of such assignments, and for the prosecution, maintenance and enforcement of the Transferred Patents and other transferred intellectual property rights, subject to payment by Wave of reasonable consulting fees base on then semiconductor industry consulting rates.

c. **Previously granted licenses**

(1) Camgian shall within 30 days provide to Wave a copy of any previously granted licenses, as listed in Attachment B, to the Transferred Technology.

(2) Camgian shall, within 5 days upon further request from Wave, contact any particular existing licensee(s), and, within 30 days of such request, negotiate such adjustments of the licensing terms with such licensee(s) as may be necessary to enable Camgian and Wave to carry out the terms of this agreement. Wave's right to make such further requests expires 15 days after it receives the licenses listed in Attachment B. If any such negotiation does not result in sufficient adjustments to enable Camgian and Wave to carry out the terms of this agreement, either party may terminate this agreement upon written notice to the other.

d. **No new agreements to transfer or license**

Until the Transferred Technology is transferred pursuant to 3.b, or this agreement is terminated pursuant to paragraph 10, Camgian shall not enter into any additional agreements for the transfer or licensing of the Transferred Technology.

e. **No abandonment etc.**

Prior to the second payment described in paragraph 4.b(2) of this agreement, Camgian shall not permit any issued patent or pending patent application within the Transferred Patents to become abandoned or to expire for failure to prosecute or to pay maintenance and other official fees, and shall pay all attorney fees related to the prosecution and maintenance of such patents and patent applications.

4. **Specific obligations of Wave**

a. **Issuance of stock**

Upon receipt of the Deliverables as described in paragraph 3.b Wave will issue to Camgian shares of Preferred Stock representing 3% ownership of Wave. In the event Wave issues additional shares at a purchase price less than the conversion price then applicable to the shares held by Camgian, the conversion price will be adjusted on the weighted average basis.

b.   **Payments**

(1)   **First payment**

Wave shall pay Camgian $150,000 no later than 30 days after receipt of the Initial Deliverables, or 7 days after funding of the first Tranche of the Series A round, whichever is later.

(2)   **Second Payment**

Wave shall pay Camgian $350,000 no later than January 31, 2011. Wave is not liable for the Second Payment if it terminates this agreement prior to the Second Payment date.

(3)   **Third Payment**

Wave shall pay Camgian $500,000 within 30 days of the close of a C round of funding. However, if the C round raise is less than $10,000,000, then Wave shall pay Camgian 5% of the raise amount with the balance of the $500,000 due in the form of additional 5% payments as Wave receives additional funds, whether through the sale of Wave stock or through licensing revenues. Wave is not liable for the Third Payment if it terminates this agreement prior to the Third Payment.

c.   **Royalties**

During the term of this agreement, Wave shall pay Camgian royalties as percentage of Revenue, as follows:

(1)   As to Flowgraph Products

- 3% of the first $25,000,000 of Flowgraph Products Revenue

- 2% of the next $25,000,000 of Flowgraph Products Revenue

- 1% of any amounts above that

(2)   As to Base Logic Products and licensing of the Transferred Technology

- 10% of the first $25,000,000 of Base Logic Product Revenue

- 5% of the next $25,000,000 of Base Logic Product Revenue

- 2.5% of the next $50,000,000 of Base Logic Product Revenue

- 1.25% of amounts above that.

The procedure for calculating and paying royalties is as follows: Within 30 days following the end of each calendar quarter, Wave shall send Camgian a report describing Revenue collections made during the quarter together with payment of the royalties thereon. Wave shall retain the records on which its quarterly royalty reports are based for a period of 3 years following the end of the quarter. Not more frequently than once during each 12-month period, Camgian may have an independent auditor, not reasonably objectionable to Wave, examine such records. The auditor must agree

to be bound by confidentiality provisions similar to those contained in this agreement, and to report to Camgian only the amount and timing of royalty-bearing transactions revealed by the examination.

    d.   **Grant back**

Effective as of Camgian's execution and delivery to Wave of the unconditional written assignments described in paragraph 4.b(2), Wave shall grant to Camgian a non-exclusive, non-transferrable, unconditional, irrevocable, royalty-free license (without the right to sublicense) for internal use within Camgian products of the Transferred Technology and improvements to the Transferred Technology, including software tools. Wave shall provide all reasonable assistance as may be requested by Camgian for the registration of such license.

5.   **Improvements, modifications, etc. of Transferred Technology**

Until all Deliverables have been assigned to Wave pursuant to paragraph 3.b, any modifications to, improvements in, or additions to the Deliverables will be jointly owned by both parties.

6.   **Prohibitions and limitations**

    a.   **Limits on assignment and delegation**

Neither party may assign any of its rights or delegate any of its duties hereunder to any third party without the prior written consent of the other, which consent may not be unreasonably withheld; any contrary assignment or delegation will be void. Nonetheless, either Party may assign this Agreement to a successor or to an acquirer of all or substantially all of the assigning Party's business and assets related to Transferred Technology provided that the successor or acquirer agrees in writing to be bound to the obligations of the assigning Party hereunder.

    b.   **Limits on waiver**

The failure of either party to make full use of its rights under any portion of this agreement is neither a waiver nor a course of dealing.

    c.   **Limits on modifications**

This agreement may be modified only in writing.

7.   **Confidential Information**

To the extent that either party gains access to the other's Confidential Information, that party will hold it in strict confidence for a period of 5 years from the effective date of this agreement. To the extent that either party allows its employees, subcontractors, or independent contractors to access Confidential information supplied by the other party, the party that so allows will ensure that all such persons are subject to confidentiality agreements generally acceptable in the trade, that protect such Confidential Information at least as well this agreement does. This paragraph supersedes any prior confidentiality or non-disclosure agreement that may have been executed by the parties only to the extent that this paragraph provides additional protection or covers additional situations. In the event either party is required by law or court order to disclose the other's Confidential Information, the party so ordered shall, before making such disclosure, promptly notify the other party so that such other party may seek a protective order or other appropriate remedy. Money damages would not be sufficient remedy for any breach

of this confidentiality obligation, so either party is entitled to injunctive relief in addition to any other remedies that may be available.

8. **Representations and warranties**

   a. Camgian and Wave each represents and warrants to the other that as of the Effective Date,

      (1) it is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction in which it is organized, with full corporate power and authority to carry on its business as it is now being conducted;

      (2) it has duly authorized the execution, delivery and performance of this agreement, and no other corporate or shareholder action or other proceeding is necessary toward that end;

      (3) it is bound by this agreement, and that this agreement is enforceable in accordance with its terms;

      (4) this agreement does not conflict or interfere with the terms of any other agreement that such party has entered into; and

      (5) neither the execution, delivery and performance of this agreement nor the consummation of the transactions contemplated hereby will violate any provision of that party's corporate charter or organizational documents, or any applicable law, regulations, decree, judgment or order of any regulatory government agency, or any court of competent jurisdiction.

   b. Camgian represents and warrants that it owns the Transferred Technology free and clear of liens, encumbrances and previously granted licenses other than as specified in Attachment B, that there is no pending or threatened claim that the use of the Transferred Technology by or for Camgian or any of its customers constitutes a violation, infringement, misuse or misappropriation of any third party rights nor, to Camgian's best knowledge, is there any basis for the assertion of such a claim, and will ensure that record title to all of the Transferred Patents is in its name in order to facilitate the assignment therof pursuant to Section 3b.

9. **Matters regarding which no representations or warranties are made**

   All Deliverables, Transferred Technology, and other rights granted to Wave pursuant to this agreement are provided AS IS and WITH ALL FAULTS.   Other than the representations and warranties set forth in paragraph 8, Camgian makes no representations and extends no warranties of any kind, express or implied. Among other things, Camgian disclaims any express or implied warranty of merchantability, of fitness for a particular purpose, non-infringement; or any warranty arising out of any course of dealing; or that the Deliverables, Transferred Technology, or other rights are capable of successful exploitation.

10. **Term and termination**

   This agreement will take effect on the Effective Date set forth below, and will continue until terminated in one of the following ways:

a. **Expiration of all IP rights**

This Agreement will expire automatically when all intellectual property rights in and to the Transferred Technology are no longer valid and enforceable.

b. **Non-payment**

If Wave fails to timely pay any payment or royalty, or issue the stock, as set forth in paragraph 4, and such failure continues for more than thirty days, Camgian may terminate this agreement upon written notice to Wave. Camgian's acceptance of a late payment sum from Wave will constitute a waiver of the right to terminate for non-payment of that sum.

c. **Adverse circumstances regarding Wave**

Camgian may terminate this agreement immediately upon giving written notice to Wave, if

(1) There are instituted bankruptcy or insolvency proceedings against Wave, which are not vacated within 60 days from the date of filing;

(2) Wave institutes voluntary bankruptcy or insolvency proceedings, or otherwise admits insolvency;

(3) Wave fails to cause Camgian to be informed in writing promptly on the happening of any event specified in this paragraph;

d. **Adverse circumstances regarding Camgian**

Wave may terminate this agreement immediately upon giving written notice to Camgian, if Camgian ceases to exist as a company and no successor entity acquires Camgian's assets, liabilities, and obligations hereunder.

e. **Inaction or non-use**

If, during the term of this agreement, Wave abandons its plan to commercialize the Transferred Technology, Wave may give Camgian written notice thereof including the effective date of abandonment. If Camgian believes that Wave has abandoned its plan to commercialize the Transferred Technology, Camgian may give Wave written notice thereof, and if Wave does not challenge such notification in writing within 10 days, such notification will be treated as though Wave had issued it to notify Camgian of intent to abandon. This agreement will then terminate as of 90 days after the effective date of abandonment.

f. **Material breach**

Either party may terminate this agreement immediately by written notice to the other, after 60 days' written notice to the other party that such other party has materially breached this agreement and stating the nature of the breach, if such material breach is not cured within the 60-day period. This right to terminate lapses if not used within 30 days after the end of a particular 60-day period. If Wave ceases to exist as a legal entity and no successor entity acquires Wave's assets, liabilities, and obligations hereunder, Camgian may treat such circumstance as an uncured material breach and may terminate this agreement by publication.

g.   **Total Payments**

The provisions of Section 10c or 10e shall no longer apply once Camgian has received total payments from Wave in excess of $4,000,000. These payments include cash payments as well as royalties.

11.   **Consequences of termination**

The consequences of termination are as follows:

a.   **Return of Deliverables**

If this agreement is terminated by Camgian pursuant to paragraph 10.b, 10.c, 10.e, or 10.f, the grant back set forth in paragraph 4.d will expand to include a transfer and assignment back to Camgian of all Deliverables, and any obligations of Camgian pursuant to paragraph 3.d will be cancelled as of the date of termination. In such case Camgian will bear the costs of re-transferring and/or re-assigning the Transferred Patents and the Transferred Technology, and Wave, at its own expense, shall cooperate with Camgian as necessary and appropriate for such re-transfer and/or re-assignment.

b.   **Amounts due unaffected**

The termination of this agreement will not affect any amounts due and owing either party by the other as of the termination date.

c.   **Provisions that survive termination**

The following provisions will survive termination of this agreement:

(1)   This paragraph 11.

(2)   The dispute resolution provisions in paragraph 12.

(3)   The applicable-law provisions in paragraph 14.

12.   **Dispute resolution**

The parties shall attempt to resolve all disputes arising out of this agreement in a spirit of cooperation without formal proceedings. Any dispute which cannot be so resolved (other than a request for injunctive relief or for collection of undisputed amounts due and owing) shall be subject to arbitration upon written demand of either party. The arbitration shall proceed as follows: (1) If the parties agree, the matter shall be resolved by means of simple arbitration whereby the parties will each choose a representative, and the representatives will choose an arbitrator and negotiate his or her compensation. The arbitrator will schedule a hearing, hold the hearing – which will be by conference hookup unless the parties agree otherwise – and decide the matter. (2) If, within five days of the notice of demand, the parties do not agree on simple arbitration, the matter will be arbitrated by, and under the rules of, the American Arbitration Association by a panel of three arbitrators, in San Francisco, California. Irrespective of the type of arbitration chosen, each party shall pay half the costs of the arbitration proceeding, and otherwise shall bear its own costs. The arbitrator(s) will not have the authority to award punitive damages or any other form of relief not contemplated in this agreement. Regarding each issue submitted to arbitration, the arbitrator shall issue a reasoned opinion setting forth the basis upon which the decision was arrived at. Judgment upon the award, if any, rendered by the arbitrator may be entered in any court having jurisdiction over a party

required to pay or perform such award. If a party initiates successful litigation to collect amounts due it, it shall be entitled to an award of reasonable attorney fees.

13.   **Notices**

Notices by either party to the other will be deemed effective when hand-delivered, or when sent via any means of return-receipt delivery, or when transmitted by email or instant message if a copy of the message as sent and the routing information or confirmation of receipt is retained, or when transmitted by fax if a copy of the original fax and the confirmation of successful transmission are retained, using the most recent contact information provided in writing by the party to whom such notice is sent.

14.   **Applicable law**

This agreement is governed by California law.

15.   **Entire agreement**

This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements other than any prior confidentiality provision as set forth elsewhere herein. If any provision(s) of this agreement are determined by a competent tribunal to be unenforceable, the remaining provisions will survive, and this agreement will be construed to the extent possible as though the unenforceable provisions had survived.

Effective date of this agreement: _December 2, 2009_

CAMGIAN MICROSYSTEMS CORP.

by: _____
signature

Gary D. Butler
print name

President and CEO
title

WAVE SEMICONDUCTOR, INC.

by: _____
signature

Peter Foley
print name

CEO
title

CONTACT INFORMATION

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2524 Fairbrook Drive
Mountain View, CA 94040
Attention: _Pete Foley_
Fax:
Email: _pete@wavesemi.com_

CAMGIAN – WAVE / NCL TECHNOLOGY TRANSFER AGREEMENT   PAGE 9 OF 13

ATTACHMENT A

Transferred Patents

All patents owned or otherwise licensable by Camgian during the term of this Agreement which cover NCL technology, including the following, and all divisionals, continuations, continuation-in-part thereof, and all foreign counterparts of the foregoing:

Matter No.	CC		Title	Filed	Application No.	Granted	Patent No.
			NULL Convention Threshold Gate	02-Jun-1997		31-May-2005	6,900,658
11050.0027	US		Multi-Rail Asynchronous Flow with Completion Detection and Method for Design of the Same	07-May-2001	09/849,312	25-Feb-2003	6,526,542
11050.0006	US	B1	Asynchronous Logic with Intermediate Value between Data and NULL Values	23-Oct-1998	09/177,506	25-Dec-2001	6,333,640
			Programmable Gate Array			06-Nov-2001	6,313,660
11050.0013	US	C1	Semi-Dynamic and Dynamic Threshold Gates with Modified Pull-up Structures	08-Jan-1998	09/004,335	17-Jul-2001	6,262,593
11050.0008	US	C1	Asynchronous Register	28-Jul-1997	08/901,207	18-Apr-2000	6,052,770
11050.0014	US		NULL Convention Logic Gates with Flash & Set Capability	08-Jan-1998	09/004,336	28-Mar-2000	6,043,674
11050.0021	US		Asynchronous Registers with Embedded Acknowledge Collection	16-Dec-1997	08/991,141	29-Feb-2000	6,031,390
			Look up tabel threshold gates			01-Feb-2000	6,020,754
			Programmable Gate Array			16-Nov-1999	5,986,466
11050.0022	US		Dynamic Threshold Gates with Embedded Registration	24-Sep-1997	08/936,130	02-Nov-1999	5,977,663
			Autonomously cycleing data processing architecture (cascade processor)	24-Sep-1997		25-May-1999	5,907,693
			Null Convention Register file	02-Jun-1995		20-Apr-1999	5,896,541
11050.0006	US	C2	NULL Convention Logic System	02-Sep-1997	08/921,568	27-Oct-1998	5,828,228
11050.0003	US		NULL Convention Bus	18-Apr-1995	08/424,865	18-Aug-1998	5,796,962
11050.0002	US		NULL Convention Adder	07-Jun-1995	08/483,557	11-Aug-1998	5,793,662
11050.0004	US	C1	NULL Convention Interface Circuits	22-Jan-1997	08/788,914	09-Jun-1998	5,764,081
11050.0006	US	C1	NULL Convention Logic System	31-Mar-1994	08/220,636	02-Sep-1997	5,664,212
11050.0009	US		NULL Convention Threshold Gate	05-Oct-1994	08/318,510	02-Sep-1997	5,664,211
11050.0012	US	D1	NULL Convention Threshold Gate	09-Sep-1996	08/711,232	12-Aug-1997	5,656,948
11050.0008	US		Asynchronous Register	05-Oct-1994	08/318,508	29-Jul-1997	5,652,902
11050.0010	US	C5	Current Mode NULL Convention Threshold Gate	10-Sep-1996	08/711,560	17-Jun-1997	5,640,105
11050.0006	US		NULL Convention Logic System	08-Jun-1993	08/074,288	19-Apr-1994	5,305,463

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ATTACHMENT B

Previously Granted Licenses

1. Technology License Agreement. Between Theseus Logic Inc. and Honeywell, Inc. dated 21 April 1998.

2. Design and Production License Agreement. Between Theseus Logic, Inc. and Medtronic, Inc. dated 24 August 2001.

3. Technology License Agreement. Between Theseus Logic, Inc. and Theseus Research, Inc. dated 22 May 2006 and amended 1November 2006.

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ATTACHMENT C

Deliverables

Initial deliverables means:

1.   Existing Verilog/VHDL, and written functional descriptions of Camgian's existing NCL cell library, as well as any other deliverables mutually agreed to be needed to effectively design and evaluate Licensed Products.

2.   At any mutually convenient time during the first one (1) year period of this agreement Licensor shall provide, at its Maitland, Florida facility a two(2) day training course for up to five (5) representatives of Licensee.

Deliverables means:

1.   Initial deliverables.

2.   Unconditional written assignments of the Transferred Patents and Transferred Technology.

ATTACHMENT D

Flowgraph Machine Technology

FGM Technology consists of all Theseus Research Inc (TRI) proprietary technology for (i) semiconductor devices for concurrent processing of stored programs and (ii) software development tools for such semiconductor devices, including, without limiting the foregoing, those disclosed in the following patents, patent applications and provisional patent applications:

US Patent 7,478,222 Progarmmable Pipeline Array
US Patent 5,930,522 ("Invocation Architecture for Generally Concurrent Process Resolution")
US Patent 6,327,607 ("Invocation Architecture for Generally Concurrent Process Resolution")

Applications include:

1 20090204788 Programmable pipeline array
2 20090182993 Concurrent processing element system, and method
3 20080059773 Systems and methods using an invocation model of process expression
4 20070044074 Method and language for process expression
5 20060233006 Programmable pipeline array

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AMENDMENT
TO
NCL TECHNOLOGY TRANSFER AGREEMENT

The parties desire to amend the NCL Technology Transfer Agreement dated December 2, 2009 by and between Camgian Microsystems Corp. ("Camgian") a Mississippi corporation located in Starkville, Mississippi, and Wave Semiconductor, Inc. ("Wave"), a Delaware corporation located in San Jose, California at 5300 Stevens Creek Blvd, Ste 470. This Amendment is entered into this 22nd day of February, 2011.

The parties hereby agree that:

1.   The second payment date set forth in Paragraph 4(b)(2) is extended by ninety (90) days to May 2, 2011.

2.   The payment amount set forth in Paragraph 4(b)(2) shall be increased from $350,000 to $400,000.

3.   Nothing herein shall otherwise alter the Agreement. Any default of the obligations of Wave Semiconductor are hereby waived.

4.   The effective date of this Amendment shall be January 31, 2011.

CAMGIAN MICROSYSTEMS CORP.   **WAVE SEMICONDUCTOR, INC.**

By: _____   By: _____
      Signature   Signature

_____   _____
Gary D. Butler   Peter Foley
Print Name   Print Name

_____   _____
President and CEO   CEO
Title   Title

-1-

SECOND AMENDMENT TO
NCL TECHNOLOGY TRANSFER AGREEMENT

The parties desire to amend the NCL Technology Transfer Agreement dated December 2, 2009 between Camgian Microsystems Corp. ("Camgian") a Mississippi corporation located in Starkville, Mississippi, and Wave Semiconductor, Inc. ("Wave"), a Delaware corporation located in San Jose, California. This Amendment is entered into this 28 day of March, 2013.
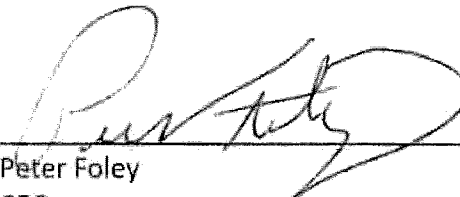
The parties agree that:

1. Camgian assigns all right, title, and interest in U.S. Patent Nos. 6,308,229 and 6,128,678 to Wave for consideration identified in the NCL Technology Transfer Agreement.

2. The effective date of this assignment is December 2, 2009.
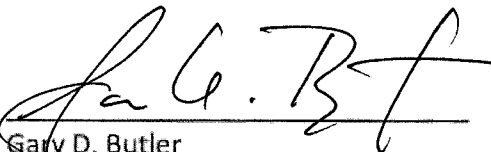
Respectfully submitted,

Wave Semiconductor, Inc.

Date: 3/28/2013

Peter Foley
CEO

Camgian Microsystems Corp.

Date: 4/4/2013

Gary D. Butler
President and CEO