

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
CONVEYING PARTY DATA	
Name	Execution Date
Wireless Audio IP B.V.	12/03/2012
RECEIVING PARTY DATA	
Name:	Microchip Technology Incorporated
Street Address:	2355 W. Chandler Blvd.
City:	Chandler
State/Country:	ARIZONA
Postal Code:	85224
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8331300
CORRESPONDENCE DATA	
Fax Number:	3126165700
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3126165600
Email:	assignments@leydig.com
Correspondent Name:	Leydig, Voit & Mayer, Ltd.
Address Line 1:	180 N. Stetson Avenue
Address Line 2:	Suite 4900
Address Line 4:	Chicago, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	268281
NAME OF SUBMITTER:	Mark Joy
Signature:	/Mark Joy/
Date:	07/30/2013
Total Attachments: 11	

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## INTELLECTUAL PROPERTY SALE AGREEMENT

THIS INTELLECTUAL PROPERTY SALE AGREEMENT (the "Agreement") is entered into by and among the parties identified below as of the Effective Date.

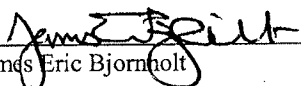
<b>Effective Date:</b>	December 3, 2012
<b>Seller:</b>	WIRELESS AUDIO IP B.V.
Seller's Jurisdiction:	Netherlands
Seller's Registered Office:	Kabelweg 57, 1014 BA, Amsterdam, The Netherlands
Seller Registration Number:	34218509
<b>Buyer:</b>	MICROCHIP TECHNOLOGY (BARBADOS) II INCORPORATED
Buyer's Jurisdiction:	Cayman Islands
Buyer's Registered Office:	Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9005, Grand Cayman
Buyer Registration Number:	250343
<b>Consideration:</b>	Euro 2,061,635
<b>Specific Provisions:</b>	None

The parties hereby agree to the Intellectual Property Sale Agreement Terms and Conditions attached hereto as Exhibit A.

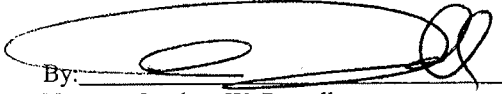
*[SIGNATURES ON NEXT PAGES]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first above written.

**WIRELESS AUDIO IP B.V.**

By:   
Name: James Eric Bjornholt  
Title: Director

**MICROCHIP TECHNOLOGY (BARBADOS) II  
INCORPORATED**



By:  
Name: Gordon. W. Parnell  
Title: Director

**EXHIBIT A**  
**INTELLECTUAL PROPERTY SALE AGREEMENT**  
**TERMS AND CONDITIONS**

**RECITALS**

- A. Seller is the owner of certain intellectual property rights.
- B. Seller and Buyer desire that Buyer acquire the Intellectual Property.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings herein contained, Seller and Buyer, intending to be legally bound, covenant and agree as follows:

**AGREEMENT**

**SECTION 1. INTELLECTUAL PROPERTY SALE**

1.1 **Purchase and Sale.** Buyer hereby agrees to buy from Seller, and Seller agrees to sell to Buyer, any and all interest in and to the Intellectual Property as of the Effective Date for the Consideration.

1.2 **Definition.** "Intellectual Property" means any and all patents, patent applications, trademarks, trademark applications, service marks, tradenames, copyrights, trade secrets, licenses, domain names, information, proprietary rights technologies, procedures, processes, designs, inventions, discoveries, know-how and works of authorship or other intellectual property rights and any application in relation to the foregoing including, without limitation, all documentation and all copyrights and related rights and other works of authorship, mask work rights, trade secrets and confidential information and other intellectual property rights of Seller.

**SECTION 2. DELIVERY OF INTELLECTUAL PROPERTY**

2.1 **Disclosure of Intellectual Property.** Subject to the provisions of this Section 2, all parties shall exercise reasonably diligent efforts to disclose and deliver to the other parties the Intellectual Property, to the extent not otherwise in such receiving party's possession, as promptly as practicable after the Effective Date of this Agreement. A delivering party shall exercise reasonably diligent efforts to ensure the accuracy of all Intellectual Property provided but does not warrant that all such Intellectual Property will be accurate in all respects.

2.2 **Intellectual Property Documentation.** All documentation relating to Intellectual Property ("Documentation") shall be in the English language and shall be in accordance with United States standards, measurements and practices. The costs of any translation of the Intellectual Property and adaptation of it for a particular country shall be borne by the party desiring such translation.

2.3 **Delivery Restrictions.** No Documentation shall be delivered within the State of Arizona unless such delivery is by means of remote telecommunications or unless the parties hereto are satisfied that such transfer will not incur a sales or use tax liability. Any attempted transfer contrary to the terms hereof shall be void and of no effect. If the delivery is made by remote telecommunications, the parties shall keep a detailed contemporaneous log documenting each transmission by date, time, place, and the individuals responsible for such transmission.

2.4 **Compliance With U.S. Export Laws.** All parties agree that they will not export or re-export any technical data, direct products thereof or any other items in any way which will violate any United States export control laws.

2.5 **Confidentiality.** Notwithstanding any failure to so mark it, all information included or embodied in the Documentation shall be deemed "Confidential Information".

**SECTION 3. BEARING OF RISKS, NO ASSURANCE OF SUCCESS.** Each party conducting research and development shall be solely responsible to use commercially reasonable efforts to design and develop the products, devices and processes contemplated by the research program. No party warrants or guarantees that such product or process design or development efforts will be successful or accomplished in a timely manner or that the Intellectual Property will be commercially viable. No party hereto shall be liable to the other party hereto for failure to create Intellectual Property.

## SECTION 4. CONFIDENTIAL INFORMATION

4.1 *Nondisclosure of Confidential Information.* Each party shall treat as confidential all Confidential Information of any other party, shall not use such Confidential Information except as set forth herein, and shall not disclose such Confidential Information to any third party except as may be reasonably required pursuant to this Agreement, and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the foregoing, each of the parties shall use at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by any other party under this Agreement.

4.2 *Limitation of Liability.* Notwithstanding the above, no party shall have liability to any other with regard to any Confidential Information of the other which:

(a) was in the public domain at the time it was disclosed or becomes in the public domain through no fault of the receiver;

(b) was known to the receiver, without restriction, at the time of disclosure as shown by the files of the receiver in existence at the time of disclosure;

(c) is disclosed with the prior written approval of the discloser,

(d) was independently developed by the receiver without any use of the Confidential Information and by employees or other agents of (or independent contractors hired by) the receiver who have not been exposed to the Confidential Information,

(e) becomes known to the receiver, without restriction, from a source other than the discloser without breach of this Agreement by the receiver and otherwise not in violation of the discloser's rights,

(f) is disclosed by the discloser to a third party without restrictions similar to those contained in this Agreement; or

(g) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided, however, that the receiver shall provide prompt notice thereof to enable the discloser to seek a protective order or otherwise prevent such disclosure.

4.3 *Nondisclosure Agreements.* Each party shall exert its best efforts, including, but not limited to, the execution of proprietary non-disclosure agreements with employees and consultants, and legal action, to enforce compliance with the provisions of this Section 4 by its directors, officers, employees and any third party having access to any other party's Confidential Information.

4.4 *Remedies.* Unauthorized use by any party of Confidential Information provided to it by any other party hereunder will diminish the value to the other party of such information. Therefore, if any party breaches any of its obligations with respect to confidentiality and unauthorized use of Confidential Information hereunder, the other affected party shall be entitled to equitable relief to protect its interest therein, including but not limited to injunctive relief, as well as money damages.

## SECTION 5. GENERAL

5.1 *Assignment.* No party may assign its rights or obligations under this Agreement without the prior written consent of the other parties, and any purported assignment without such consent shall have no force or effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the respective parties hereto and their successors and assigns.

5.2 *Waiver.* Any waiver by any party of any default by any other hereunder shall not be deemed to be a continuing waiver of such default or a waiver of any other default or of any of the terms and conditions of this Agreement.

5.3 **Amendments.** The terms and conditions of this Agreement may not be superseded, modified, or amended except in writing stating that it is such a modification and signed by an authorized representative of each party hereto.

5.4 **Governing Law; Forum Selection.** This Agreement shall be governed by the laws of the State of Arizona, U.S.A., without reference to conflict of laws principles. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the Arizona state courts of Maricopa County (or, if there is exclusive federal jurisdiction, the United States District Court for the District of Arizona), and the parties consent to the personal and exclusive jurisdiction and venue of these courts.

5.5 **Attorneys' Fees.** The prevailing party in any legal action brought by one party against any other shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses incurred thereby, including court costs and reasonable attorneys' fees.

5.6 **Complete Agreement.** This Agreement constitutes the entire agreement between the parties as to the subject matter hereof, and supersedes and replaces all prior or contemporaneous agreements, written or oral, regarding such subject matter.

5.7 **Notices.** Any notice which any party desires or is obligated to give to any other shall be given in writing or by facsimile or telex and sent to the appropriate address set forth above, attention: Vice President and Controller, or to such other address as the party to receive the notice may have last designated in writing in the manner herein provided. Except as otherwise expressly provided herein, notice shall be deemed to have been received on the earlier of the date when actually received or ten (10) days after being deposited in the mail, postage prepaid, registered or certified mail, or within one (1) day if by facsimile or telex, promptly confirmed in writing, properly addressed to the parties.

5.8 **Independent Contractors.** This Agreement does not create a principal or agent, employer or employee partnership, joint venture, or any other relationship except that of independent contractors between the parties. Nothing contained herein shall be construed to create or imply a joint venture, principal and agent, employer or employee, partnership or any other relationship except that of independent contractors between the parties, and neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other in connection with the performance hereunder.

5.9 **Headings; Counterparts.** Headings to Sections of this Agreement are to facilitate reference only, do not form a part of this Agreement, and shall not in any way affect the interpretation hereof. This Agreement may be executed in two (2) or more English language counterparts or duplicate originals, all of which shall be regarded as one and the same instrument, and which shall be the official and governing version in the interpretation of this Agreement.

5.10 **Partial Invalidity.** If any provision in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall remain in full force and effect. In such event, the parties shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

5.11 **Force Majeure.** Nonperformance of any party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the nonperformance party.



## INTELLECTUAL PROPERTY SALE AGREEMENT

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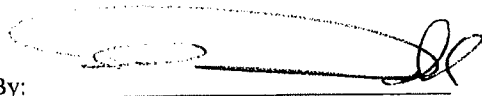
<b>Effective Date:</b>	January 1, 2013
<b>Seller:</b>	MICROCHIP TECHNOLOGY (BARBADOS) II INCORPORATED
Seller's Jurisdiction:	Cayman Islands
Seller's Registered Office:	Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9005, Grand Cayman
Seller Registration Number:	250343
<b>Buyer:</b>	MICROCHIP TECHNOLOGY INCORPORATED
Buyer's Jurisdiction:	Delaware
Buyer's Registered Office:	2355 W. Chandler Blvd., Chandler, Arizona 85224
Buyer Registration Number:	N/A
<b>Consideration:</b>	Euro 206,163
<b>Specific Provisions:</b>	
<p>1. <u>Definition of Intellectual Property (WAIP IP only).</u> The definition of "Intellectual Property" under this Agreement shall be amended by adding the following to the end of the sentence comprising Section 1.2: "... intellectual property rights of Seller <b><u>acquired pursuant to that certain Intellectual Property Sale Agreement, dated December 3, 2012, with Wireless Audio IP B.V.</u></b>" [bold/underlined text added]</p> <p>2. <u>Research and Development Cost Sharing Agreement.</u> Seller (successor-in-interest to Microchip Technology (Barbados) Incorporated) and Buyer are parties to that certain Research and Development Cost Sharing Agreement, dated April 1, 2000, as amended by that certain Amendment to the Research and Development Cost Sharing Agreement, dated July 2<sup>nd</sup>, 2009 (collectively, the "QCSA"), and the Intellectual Property transferred pursuant to this Agreement is being transferred and should be considered a part of the QCSA.</p> <p>3. <u>Ownership and Filings (Legal title for Americas and ROW in Buyer).</u></p> <p>(a) Buyer and Seller agree that legal title to the Intellectual Property (and for purposes of this Section 3, the Intellectual Property includes both those rights benefitting: (i) North America, Central America and South America (the "Americas"); and (ii) the rest of the world ("ROW")), should rest in one party in order to most effectively protect the Intellectual Property by making it easier to prosecute claims against infringers, and agree that Buyer should hold legal title to the Intellectual Property, subject to the rights granted below. Title to Intellectual Property which is conceived or developed by employees of either party or of both parties shall be and remain in Buyer. Seller hereby irrevocably transfers, conveys and assigns to Buyer, in perpetuity, all right, title and interest in any rights Seller may obtain to the Intellectual Property and Buyer accepts such transfer, conveyance and assignment, subject to the rights granted to Seller pursuant to Section 3b below.</p> <p>(b) Buyer shall have the sole right and responsibility for filing patent applications and copyright and mask work registrations ("Filings"). Buyer will bear the expenses of preparing, filing and prosecuting those applications and of paying any taxes, annuities or maintenance fees on the pending applications and on any patent, copyright or mask work rights issued thereon. Seller shall, at no charge to Buyer, furnish all documents and other assistance reasonably requested for the purpose of the filing and prosecution of such Filings. All Filings and any patents, copyrights and mask work rights issuing on inventions within the Developed Technology will be filed and held in the name of Buyer.</p> <p>4. <u>Rights to Use Intellectual Property (ROW only to Buyer, Americas remains with Seller).</u> Subject to the terms and conditions of this Agreement, Buyer hereby grants to Seller a nonexclusive, perpetual, irrevocable, royalty-free right and license, under any Intellectual Property benefitting the ROW (and thus excluding the Americas, as described in Section 3a above), to practice, use and modify the Intellectual Property in order to develop, use, make, have made, sell and otherwise distribute, directly or indirectly, products.</p>	

The parties hereby agree to the Intellectual Property Sale Agreement Terms and Conditions attached hereto as Exhibit A.

[SIGNATURES ON NEXT PAGES]

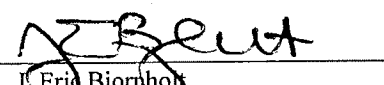
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first above written.

**MICROCHIP TECHNOLOGY (BARBADOS) II  
INCORPORATED**



By: \_\_\_\_\_  
Name: Gordon W. Parnell  
Title: Director

**MICROCHIP TECHNOLOGY INCORPORATED**



By: \_\_\_\_\_  
Name: J. Eric Bjornholt  
Title: Vice President & Chief Financial Officer

**EXHIBIT A**  
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1.2 **Definition.** "Intellectual Property" means any and all patents, patent applications, trademarks, trademark applications, service marks, tradenames, copyrights, trade secrets, licenses, domain names, information, proprietary rights technologies, procedures, processes, designs, inventions, discoveries, know-how and works of authorship or other intellectual property rights and any application in relation to the foregoing including, without limitation, all documentation and all copyrights and related rights and other works of authorship, mask work rights, trade secrets and confidential information and other intellectual property rights of Seller.

**SECTION 2. DELIVERY OF INTELLECTUAL PROPERTY**

2.1 **Disclosure of Intellectual Property.** Subject to the provisions of this Section 2, all parties shall exercise reasonably diligent efforts to disclose and deliver to the other parties the Intellectual Property, to the extent not otherwise in such receiving party's possession, as promptly as practicable after the Effective Date of this Agreement. A delivering party shall exercise reasonably diligent efforts to ensure the accuracy of all Intellectual Property provided but does not warrant that all such Intellectual Property will be accurate in all respects.

2.2 **Intellectual Property Documentation.** All documentation relating to Intellectual Property ("Documentation") shall be in the English language and shall be in accordance with United States standards, measurements and practices. The costs of any translation of the Intellectual Property and adaptation of it for a particular country shall be borne by the party desiring such translation.

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2.4 **Compliance With U.S. Export Laws.** All parties agree that they will not export or re-export any technical data, direct products thereof or any other items in any way which will violate any United States export control laws.

2.5 **Confidentiality.** Notwithstanding any failure to so mark it, all information included or embodied in the Documentation shall be deemed "Confidential Information".

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## SECTION 4. CONFIDENTIAL INFORMATION

4.1 ***Nondisclosure of Confidential Information.*** Each party shall treat as confidential all Confidential Information of any other party, shall not use such Confidential Information except as set forth herein, and shall not disclose such Confidential Information to any third party except as may be reasonably required pursuant to this Agreement, and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the foregoing, each of the parties shall use at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by any other party under this Agreement.

4.2 ***Limitation of Liability.*** Notwithstanding the above, no party shall have liability to any other with regard to any Confidential Information of the other which:

- (a) was in the public domain at the time it was disclosed or becomes in the public domain through no fault of the receiver;
- (b) was known to the receiver, without restriction, at the time of disclosure as shown by the files of the receiver in existence at the time of disclosure;
- (c) is disclosed with the prior written approval of the discloser,
- (d) was independently developed by the receiver without any use of the Confidential Information and by employees or other agents of (or independent contractors hired by) the receiver who have not been exposed to the Confidential Information,
- (e) becomes known to the receiver, without restriction, from a source other than the discloser without breach of this Agreement by the receiver and otherwise not in violation of the discloser's rights,
- (f) is disclosed by the discloser to a third party without restrictions similar to those contained in this Agreement; or
- (g) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided, however, that the receiver shall provide prompt notice thereof to enable the discloser to seek a protective order or otherwise prevent such disclosure.

4.3 ***Nondisclosure Agreements.*** Each party shall exert its best efforts, including, but not limited to, the execution of proprietary non-disclosure agreements with employees and consultants, and legal action, to enforce compliance with the provisions of this Section 4 by its directors, officers, employees and any third party having access to any other party's Confidential Information.

4.4 ***Remedies.*** Unauthorized use by any party of Confidential Information provided to it by any other party hereunder will diminish the value to the other party of such information. Therefore, if any party breaches any of its obligations with respect to confidentiality and unauthorized use of Confidential Information hereunder, the other affected party shall be entitled to equitable relief to protect its interest therein, including but not limited to injunctive relief, as well as money damages.

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5.2 ***Waiver.*** Any waiver by any party of any default by any other hereunder shall not be deemed to be a continuing waiver of such default or a waiver of any other default or of any of the terms and conditions of this Agreement.

5.3 **Amendments.** The terms and conditions of this Agreement may not be superseded, modified, or amended except in writing stating that it is such a modification and signed by an authorized representative of each party hereto.

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