

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Innostor Technology Corporation	07/31/2013
RECEIVING PARTY DATA	
Name:	SK hynix Inc.
Street Address:	2091, Gyeongchung-daero, Bubal-eub
City:	Icheon-si Gyeonggi-do
State/Country:	KOREA, REPUBLIC OF
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8412954
CORRESPONDENCE DATA	
Fax Number:	6309087653
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6309087652
Email:	uspto.actions@wpapat.com
Correspondent Name:	William Park & Associates Patent LTD.
Address Line 1:	930 N. York Road
Address Line 2:	Suite 201
Address Line 4:	Hinsdale, ILLINOIS 60521
ATTORNEY DOCKET NUMBER:	LS0115-0
NAME OF SUBMITTER:	Woochoon William Park
Signature:	/Woochoon William Park/
Date:	09/10/2013
Total Attachments: 11 source=LS0115-0_Transferring_Rights#page1.tif	

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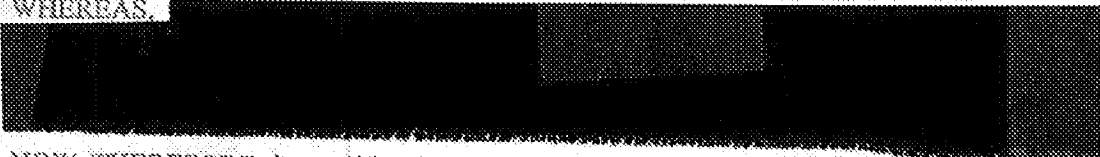
ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into as of this July 31, 2013 ("Agreement Date"), by and between Innosator Technology Corporation, having its principal office at 2F., No.8, Ln. 32, Xianzhong 5th St., Jhubei City, Hsinchu County 30268, Taiwan, R.O.C. ("Seller"), and SK hynix Inc., having its principal office at 2091, Gyeongchung-daero, Bubal-eub, Ichon-si, Gyeonggi-do, KOREA ("Purchaser").

Seller and Purchaser are each individually referred to as a "Party" and collectively as the "Parties".

WHEREAS, subject to the terms and conditions hereunder, Seller desires to sell, convey, transfer and assign the Transferred Assets (as defined below) to Purchaser and Purchaser desires to purchase the Transferred Assets from Seller;

WHEREAS,



NOW, THEREFORE, in consideration of the premises, covenants and conditions hereinafter set forth, the Parties hereto agree as follows.

Article 1. Sale and Purchase of Assets

1.1 On the terms and subject to the conditions of this Agreement, Seller hereby agrees to sell, transfer and assign, and Purchaser agrees to purchase and acquire, each of the following assets (collectively the "Transferred Assets") in accordance with Article 3 "Payment," below:

- (i) All tangible properties described in Exhibit 1.1(i) of this Agreement; and
- (ii) All intellectual properties described in Exhibit 1.1(ii) of this Agreement ("Transferred IP").
- (iii) The Ancillary Assets as defined in Article 1.2 below.

1.2 The Parties understand that under the employment agreements between Seller and its current or previous employees working in Seller's eMMC business (whether or not to be employed by Purchaser as of the Closing Date), Seller may claim the ownership of certain intellectual properties produced by such employees during or after the termination of their employment with Seller ("Ancillary Assets").

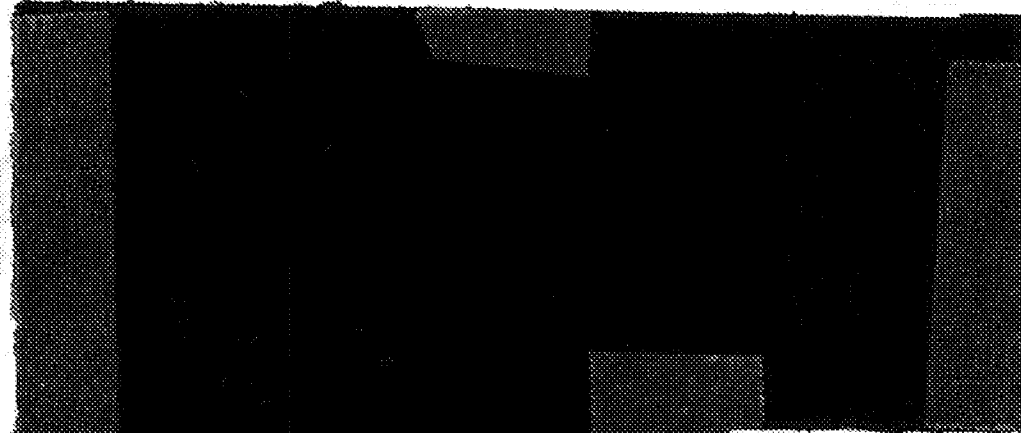
1.3 Purchaser desires to license from Seller, and Seller desires to license to Purchaser all Seller owned or controlled (a) patents as of the Closing Date that are not listed in Exhibit 1.1(i); and (b) intellectual property rights relating to the eMMC development and the flash memory controller technologies ("Licensed IP"). The Licensed IP shall include any modifications, derivatives or other improvements or evolutions thereof ("Improvements"). The Parties agree to execute a separate license agreement ("IP License Agreement") on or prior to the Closing, of which licensing of the Licensed IP shall be a condition precedent to the Closing.

- 1.4 Notwithstanding the purchase of the Transferred Assets, and any other transactions contemplated herein, neither Purchaser nor Purchaser's TW Subsidiary shall assume or become liable for any liabilities, commitments and obligations arising from the Transferred Assets on or prior to Closing (as defined below), whether such liabilities, commitments or obligations relate to the payment, performance or otherwise (whether known or unknown, absolute or contingent, liquidated or unliquidated), except for the payment of the Purchase Price under this Agreement.
- 1.5 Seller shall preserve and maintain the Transferred Assets, reasonable wear and tear excepted, at all times until the completion of the Closing (as defined below) and shall not (i) permit any deterioration, destruction or loss to the Transferred Assets, unless attributable to or instructed by Purchaser, and (ii) permit the creation or vesting in anyone of any security interest on the Transferred Assets.

Article 2. Employees

2.1

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To the extent that the Employment Forms are prepared in multiple languages and there is any conflict among the Employment Forms, the English language version shall prevail. Neither Purchaser nor Purchaser's TW Subsidiary shall assume any obligations and liabilities of Seller, including, but not limited to, pensions, severance pay, insurance, bonuses and incentives that were incurred or otherwise accrued under the employment contracts between Seller and the eMMC Related Employees and Key Employees.

Article 3. Purchase Price

3.1 In consideration for the sale and transfer of the Transferred Assets (including the Ancillary Assets) and license of the Licensed IP to Purchaser/Purchaser's TW Subsidiary hereunder, Purchaser shall pay to Seller

United States Dollars ("Purchase Price").

The Parties agree that the Purchase Price shall include the value-added business tax imposed on Seller's sale of the Transferred Assets under Taiwan tax law.

3.2 If, for any reason, Seller is unable or unwilling to sell and transfer all or any portion of the Transferred Assets (including the Ancillary Assets) and license all or any portion of the Licensed IP prior to or at the Closing, Purchaser may, at its sole discretion, (a) cancel, suspend or otherwise terminate this Agreement and the transactions

contemplated herein subject to Article 5 "Closing," Article 6 "Conditions Precedent" and/or Article 8 "Termination"; or (b) reduce or readjust the Purchase Price prior to or at the Closing (the "Readjustment"). If the Readjustment occurs under Article 3(b) above, the Parties shall modify and update the Transferred Assets and the IP License Agreement to reflect the change.

- 3.3 Subject to Article 8 "Termination," Purchaser may, at its sole discretion, cancel, suspend or otherwise terminate this Agreement and the transaction contemplated herein if the eMMC Related Employees and the Key Employees are not signed in accordance with Article 6.7. Further, Purchaser may, at its sole discretion, cause the Readjustment if the percentage of the eMMC Related Employees who have signed the Employment Forms is at least 70% but less than 100%. The amount of such Readjustment shall be discussed in good faith by the Parties.

Article 4. Representations and Warranties

- 4.1 Seller hereby represents and warrants to Purchaser that the following statements are true and correct as of the Agreement Date and as of the Closing Date:
- (i) Seller is a duly organized, validly existing corporation and in good standing under the law of Taiwan with full power and authority to own the Transferred Assets, to execute and deliver this Agreement, and to carry out the transactions contemplated hereby;
 - (ii) All necessary actions, corporate or otherwise, have been taken by Seller to authorize the execution, delivery and performance of this Agreement;
 - (iii) Seller has good and valid title to the Transferred Assets before the Transferred Assets are transferred hereunder, and all Transferred Assets are free and clear of any and all mortgages, security interests, liens and encumbrances;
 - (iv) All issued registrations and certificates for the Transferred IP are current and valid and there is no basis for anyone to challenge the validity of any of such registration;
 - (v) The execution and delivery by Seller of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or result in any violation of or default under (with or without notice or lapse of time, or both) or give rise to a right of termination, cancellation, modification or acceleration of any obligation or loss of any benefit under any contracts to which Seller is a party or by which the Transferred Assets are bound;
 - (vi) Seller is not engaged in or a party to or threatened with any legal action, suit, investigation or other proceeding related to or arising in connection with the Transferred Assets; and there are no outstanding orders, rulings, decrees, judgments or stipulations related to or arising in connection with the Transferred Assets to which Seller is a party or by which the Transferred Assets are bound; and
 - (vii) No investigation of Seller and Transferred Assets undertaken by Purchaser and its representatives or consultants, nor any information revealed to Purchaser in

consequence thereof, shall absolve Seller from any liability for any untrue statement or omission.

4.2 Purchaser hereby represents and warrants to Seller that the following statements are true and correct as of the Agreement Date and as of the Closing Date:

- (i) Purchaser is a duly organized, validly existing corporation and in good standing under the law of Korea with full power and authority to execute and deliver this Agreement, and to carry out the transactions contemplated hereby; and
- (ii) All necessary actions, corporate or otherwise, have been taken by Purchaser to authorize the execution, delivery and performance of this Agreement.

Article 5. Closing

5.1 Subject to Article 6 hereof, the consummation of the Transactions (the "Closing") shall occur at [Seller's office at 2F., No.8, Ln. 32, Xianzheng 5th St., Nanbei City, Hsinchu County 30268, Taiwan, R.O.C.] at _____ or on such other date as shall be agreed upon by the Parties ("Closing Date").

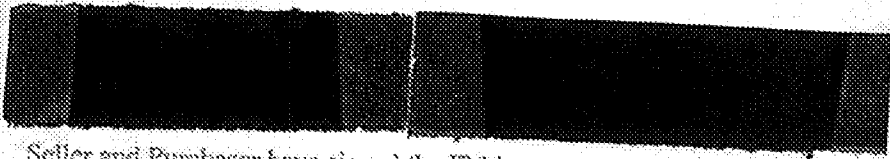
5.2 At the Closing, Purchaser shall, or shall cause Purchaser's TW Subsidiary to remit the Purchase Price by telegraphic transfer to the bank account designated by Seller upon Seller's completion of the delivery of the following items to Purchaser or Purchaser's TW Subsidiary. The bank charges in relation to the remittance of the Purchase Price shall be borne by Seller.

- (i) Possession of the Transferred Assets;
- (ii) All documents evidencing the title of the Transferred Assets;
- (iii) All contracts in connection with the Transferred Assets;
- (iv) All approvals and registration documents indicating Purchaser or Purchaser's TW Subsidiary, at the designation of the Purchaser, as the owner of the Transferred IP;
- (v) Consent letters signed by third parties whose consents are necessary for the effective transfer of the Transferred Assets;
- (vi) Confirmation and Waiver Letters (in the form as the attached Exhibit 5.2(vi)) signed by Seller and the eMMC Related Employees and Key Employees confirming the termination of employment, transfer of Ancillary Assets and Seller's covenants as indicated in Article 7.2 hereof, all taking effect on the Closing Date;
- (vii) Any other documents reasonably requested by Purchaser that pertain to the Transferred Assets; and
- (viii) Certified copy of the resolution of the Board of Directors of Seller approving the execution of this Agreement and the consummation of the transactions contemplated hereby, as well as authorizing its Chairman of Board of Directors to sign this Agreement on behalf of Seller.

5.3 The title and risk of loss with respect to the Transferred Assets shall pass to Purchaser or Purchaser's TW Subsidiary upon the completion of the Closing.

Article 6. Conditions Precedent

The obligations of Purchaser and Seller to consummate this Agreement and the transactions contemplated hereby are subject to the fulfillment prior to or at the Closing Date of the following conditions precedent:

- 6.1 All actions necessary to authorize the execution, delivery and performance of this Agreement and the IP License Agreement by the Parties and the consummation of the transactions contemplated hereby shall have been duly and validly taken by the Parties;
- 6.2 All of the obligations and covenants that Seller and Purchaser shall perform at or prior to the Closing Date as prescribed in this Agreement shall have been duly and timely performed.
- 6.3 There shall not have been received by either Party hereto any notice of the commencement of any legal or administrative proceeding questioning the validity of this Agreement or seeking to enjoin, prohibit or delay or otherwise having the effect of preventing the consummation of the transactions contemplated by this Agreement or there shall not have any investigation, inquiry, claim, injunction, action, cause or restriction of any nature against Seller, which may impede the consummation of the transactions contemplated hereby.
- 6.4 There shall not have occurred, or been discovered regardless of when occurred, any events or occurrences which individually or in the aggregate have or reasonably can be expected to have an adverse effect (i) on the Transferred Assets, (ii) on the Licensed IP, or (iii) that create a limitation on the ability of Purchaser to acquire valid and marketable title to the Transferred Assets or license to the Licensed IP.
- 6.5 All representations and warranties made by Seller and Purchaser under this Agreement shall be true and correct on the Closing Date.
- 6.6 Purchaser's TW Subsidiary has been duly incorporated and registered with competent authority in Taiwan.
- 6.7 
- 6.8 Seller and Purchaser have signed the IP License Agreement.

Article 7. Seller's Post-Closing Covenants

7.1 Seller covenants that within _____ after the Closing Date, without first obtaining the express written consent of Purchaser, Seller shall not, whether on Seller's own account or for any other person, firm or company, directly or indirectly:

- (i) invest in, operate, manage, control, participate in, render services for, or in any other manner engage in any business or entity competing in the eMMC business within the territory of Taiwan;
- (ii) induce or attempt to induce any employee of Purchaser or Purchaser's TW Subsidiary to leave the employment of Purchaser or Purchaser's TW Subsidiary, or in any way interfere with the relationship between Purchaser or Purchaser's TW Subsidiary and its employees; and
- (iii) induce or attempt to induce any customer, supplier, licensee, licensor, distributor or other business counterpart of Purchaser or Purchaser's TW Subsidiary to cease doing business with Purchaser or Purchaser's TW Subsidiary, or in any way interfere with the relationship between any such customer, supplier, licensee, licensor, distributor or business counterpart and Purchaser or Purchaser's TW Subsidiary.

7.2 Seller agrees that upon and after the Closing, the confidentiality and non-competition obligations of the eMMC Related Employees and the Key Employees toward Seller pertaining to the areas of eMMC and Transferred Assets as prescribed under the employment agreements between Seller and the eMMC Related Employees and Key Employees shall be waived and released.

7.3 Seller shall, and shall cause its employees and representatives to use commercially reasonable efforts to assist Purchaser with respect to the recordation and perfection and transferring continued representation of the Transferred IP. Seller shall use reasonable efforts to assist Purchaser with respect to any office action related to the Transferred IP, upon reasonable request made by Purchaser.

Article 8. Termination

8.1 At any time prior to the Closing, this Agreement may be terminated (i) by mutual consent of Purchaser and Seller, or (ii) by either Purchaser or Seller if there has been a material misrepresentation or breach of any obligation, representation, warranty or covenant set forth herein by the other Party.

8.2 If the conditions precedent set forth in Article 6 cannot be satisfied on or before Purchaser may terminate this Agreement by a written notice to Seller without incurring any liabilities to Seller.

8.3 In the event of termination of this Agreement, all obligations of either Purchaser or Seller, as the case may be, to proceed as provided in this Agreement shall terminate without liability of the non-breaching Party to the other Party solely by reason of such termination. The right of either Purchaser or Seller to terminate this Agreement is not an exclusive remedy, but is in addition to and may be exercised in addition to and in combination with all other rights and remedies available to Purchaser or Seller under applicable laws.

Article 9. [REDACTED]

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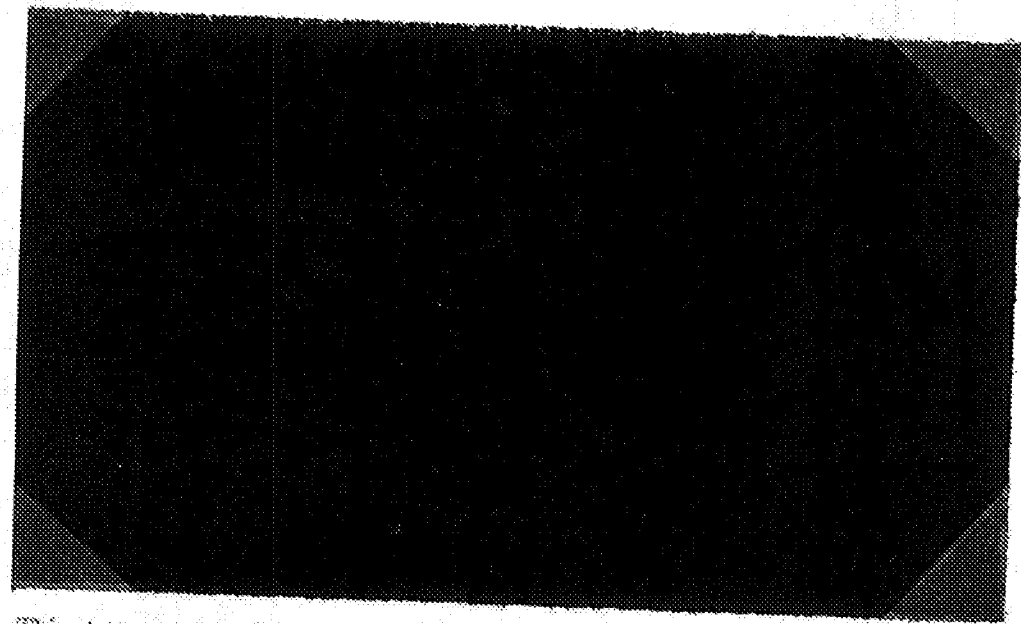


Article 10. Miscellaneous

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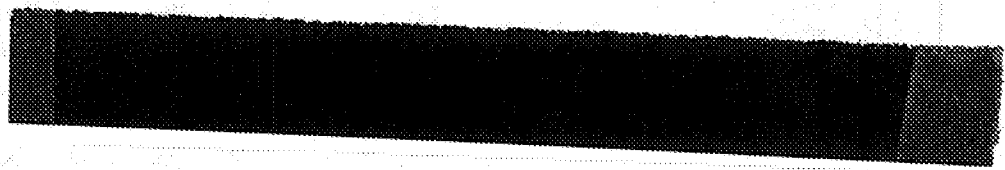
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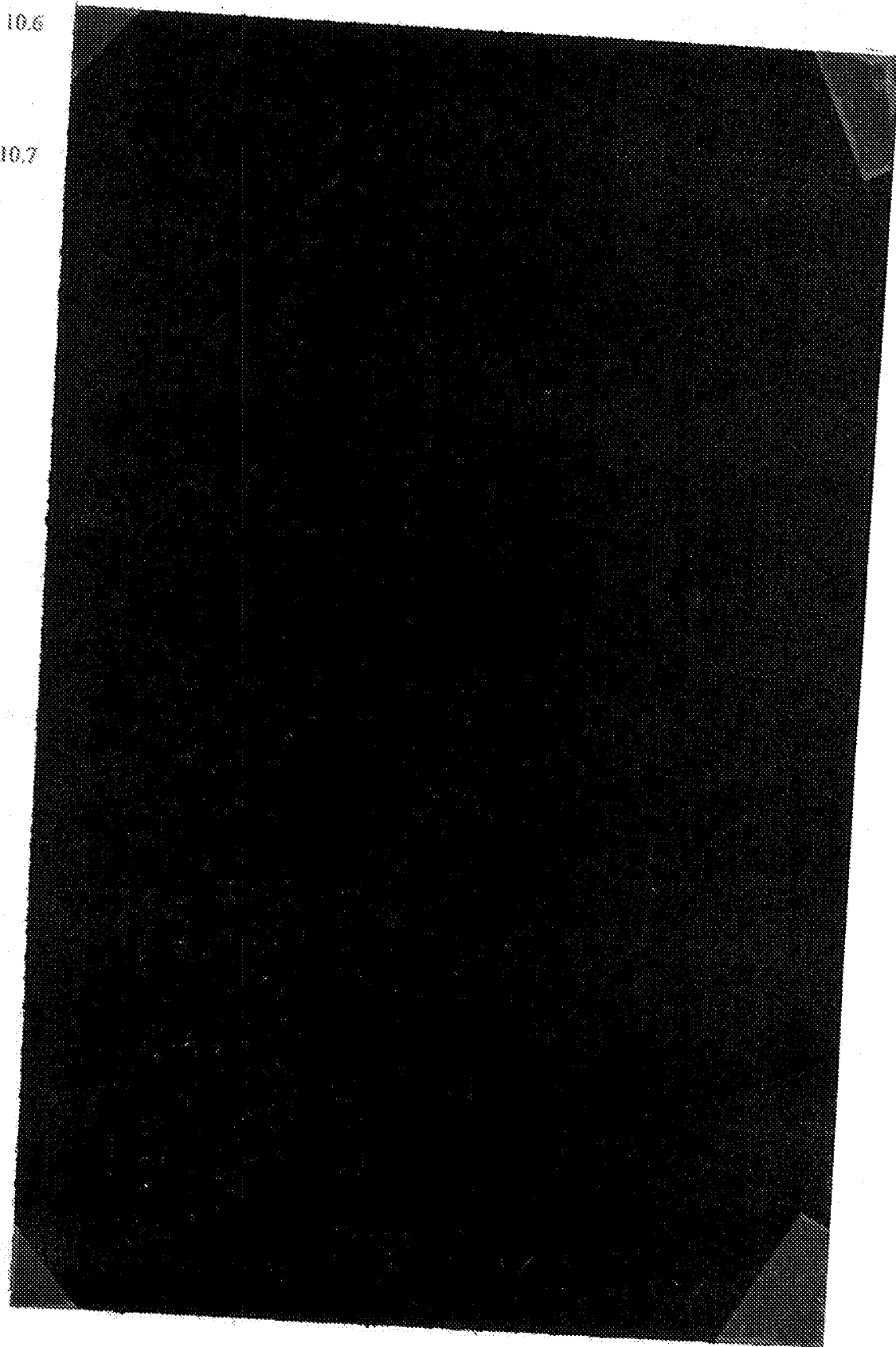
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10.4 This Agreement and the respective rights and obligations of the Parties under this Agreement may not be assigned by any Party without the prior written consent of the other Party.

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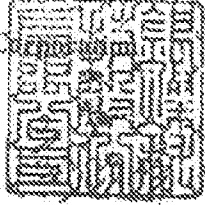
laws/regulations, confiscation, and governmental policy or the demand of any governmental authority, and any other circumstances not attributable to such Party, that Party shall not be deemed to be in breach of this Agreement during the period of such event. Each Party shall resume performance of its obligations when such event ceases to exist.

10.11 This Agreement may be executed in duplicate, each of which shall be an original, but all of which together shall constitute one instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Innostor Technology Co., Ltd.



SK hynix Inc.

By: *Jeff Chan*
Name: *Jeff Chan* *2012.7.31*
Title: *President*

Hyunjong Song
By: *Hyunjong Song*
Name: *Hyunjong Song*
Title: *Chief Strategy Officer*

Exhibit 1.1(ii)
List of Transferred IP

Item No.	Filing No.	Patent No.	Country	Title	
1	1	12/800613	8,412,954	US	Data encryption device for storage medium
	2	201010124848.7		CN	儲存媒體的數據加密裝置
	3	099102555		TW	儲存媒體之資料加密裝置
2	4	100128934		TW	用於通用外接電子裝置的電源管理方法
3	5	100141832		TW	用於通用序列匯流排裝置的全雙工控制器與其方法
4	6	201120532718.7	ZL 201120532718.7	CN	封裝結構
	7	100221568	M432931	TW	封裝結構
5	8	13/429450		US	Circuit board and storage device having the same
	9	201120483605.2	ZL 201120483605.2	CN	電路板及應用此電路板之儲存裝置
	10	100221567	M432999	TW	電路板及應用此電路板之儲存裝置
6	11	201210031235.8		CN	內嵌式記憶卡控制系統及其內嵌式記憶卡
	12	101100147		TW	無耗電休眠模式之內嵌式記憶卡控制系統及其內嵌式記憶卡
7	13	201210364235.X		CN	可提升效能的高速介面控制裝置及資料傳輸方法
	14	101134426		TW	可提升效能的高速介面控制裝置及資料傳輸方法
8	15	101143361		TW	低耗電多通道供電系統
9	16	101222152		TW	嵌入式儲存裝置
10	17	13/901691		US	Random number generator
	18	201310047310.4		CN	亂數產生裝置
	19	101146133		TW	亂數產生裝置
11	20	13/861573		US	MOBILE STORAGE DEVICE
	21	201320080582.X		CN	行動儲存裝置
	22	102202584		TW	行動儲存裝置
12	23	201320170479.3		CN	具獨立資訊儲存空間的儲存裝置
	24	102295801		TW	具獨立資訊儲存空間的儲存裝置