

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Shibasoku Co., Ltd.	08/31/2010
RECEIVING PARTY DATA	
Name:	Jonathan R. Goldsmith, Chapter 7 Trustee for the Bankruptcy Estate of Asterion, Inc.
Street Address:	1350 Main Street
Internal Address:	15th Floor
City:	Springfield
State/Country:	MASSACHUSETTS
Postal Code:	01106
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7710981
CORRESPONDENCE DATA	
Fax Number:	6173957070
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(617) 395-7000
Email:	ejrpatents@lalaw.com
Correspondent Name:	Lando & Anastasi, LLP
Address Line 1:	Riverfront Office Park, One Main Street
Address Line 2:	Edward J. Russavage
Address Line 4:	Cambridge, MASSACHUSETTS 02142
NAME OF SUBMITTER:	Edward J. Russavage
Signature:	/Edward J. Russavage/
Date:	09/17/2013
Total Attachments: 18	

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PATENT  
 REEL: 031226 FRAME: 0276

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is entered into by and between Shibasoku Co., Ltd., a Japanese corporation, with a principal place of business at 4-6-8 Shinbashi, Minato-ku, Tokyo 105-004, Japan ("Assignor") and Jonathan R. Goldsmith, Chapter 7 Trustee of the bankruptcy estate of Asterion, Massachusetts Chapter 7 Case No. 10-41165-HJB ("Assignee").

WHEREAS, Assignor claims it is the owner of the entire right, title and interest in and to the inventions disclosed in the United States and Foreign Patent Applications, filed and unfiled, and the United States and Foreign patents incorporated herein by reference as Exhibit A, and in and to such patents and applications;

WHEREAS, Assignor claims it is the owner of all right, title and interest in and to all intellectual property assigned to it by Asterion, Inc. pursuant to an intellectual property assignment agreement between Asterion, Inc. and Assignor dated March 4, 2010 (Attached hereto as Exhibit B) including, but not limited to patents and patent applications listed on Exhibit A, trademarks, service marks, corporate names, trade names, slogans, brand names, logos, internet domain names, copyrights, trade secrets, confidential information, know-how, inventions, rights residing in software, mechanical drawings, electrical schematics, assembly drawings, test procedures, benchmark data and any applications and registrations relating to the so-called SMX Tester or used by Asterion, Inc.

WHEREAS, Assignee is desirous of acquiring an assignment of Assignor's entire right, title and interest in and to the intellectual property referenced in the preceding paragraphs and in Exhibits A & B (such intellectual property referred to collectively as the "Assigned IP");

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. **Assignment** Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to such inventions, such patent applications, filed and unfiled, and such patents listed on Exhibit A and any patents and any reissues and extensions thereof, which issue or have issued in any country upon patent applications which correspond with or claim priority from any such applications or patents, divisional, continuation in whole, or continuation-in-part thereof, including the right to sue and collect for past infringements; the same to be held and enjoyed by Assignee for its own use, and for the use of its legal representatives, to the full term for which such patents have been granted as fully and entirely as the same would have been held by Assignor had this assignment not been made.

In addition, for good and valuable consideration, receipt of which is hereby acknowledged, **Assignor** has sold, assigned and transferred, and by these presents, does hereby assign and transfer to **Assignee**, its successors and assigns, all **Assignor's** right, title and interest in and to all intellectual property assigned to it by Asterion, Inc. pursuant to an intellectual property assignment agreement between Asterion, Inc. and **Assignor** dated March 4, 2010 (Attached hereto as Exhibit B), or any other agreement or instrument between **Assignor** and Asterion, Inc. assigning Asterion, Inc. intellectual property to **Assignor**, including, but not limited to patents and patent applications, trademarks, service marks, corporate names, trade names, slogans, brand names, logos, internet domain names, copyrights, trade secrets, confidential information, know-how, inventions, computer software and rights residing in software, mechanical drawings, electrical schematics, assembly drawings, test procedures, benchmark data and any applications and registrations relating to the so-called SMX Tester;

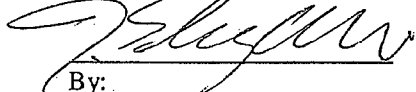
2. **Further Assurances.** **Assignor** represents that prior to this Agreement **Assignor** has not assigned or transferred to any person or entity any of the right, title or interest in the Assigned IP that **Assignor** ever may have had in and to the Assigned IP, and that **Assignor** has no knowledge of any other person or entity having a claim to a right, title or interest in the Assigned IP other than Asterion, Inc. or the **Assignee**.
3. **Governing Law.** This assignment and Agreement shall be governed by, and construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts applicable to agreements made and to be performed entirely within such a state, including all matters of construction, validity and performance.
4. **Binding Effect.** The terms and covenants of this Agreement shall inure to the benefit of the **Assignee**, its successors, assigns and other legal representatives, and shall be binding upon **Assignor**, its successors, assigns and legal representatives.

5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representative on the date(s) written below.

Shibasoku Co., Ltd.



By:

Title: President & CEO

Aug. 31 2010

Date

Jonathan R. Goldsmith, Chapter 7 Trustee of  
the Bankruptcy Estate of Asterion, Inc.,  
Massachusetts Chapter 7 No. 10-41165-HJB

\_\_\_\_\_  
By:  
Title:

\_\_\_\_\_  
Date

**EXHIBIT A**

Monday, August 16, 2010		Patent Status Report by Client		Page 1		
Case Number/SubCase	Case Type	Status ClientReference #	App Number Pat Number	App Date Iss Date	Next Action(s)	Due Date(s)
04129300014/ Country: United States of America Title: POWER AMPLIFIER WITH OUTPUT VOLTAGE COMPENSATION	ORD	ISSUED	11/827,139 7,323,376	10-Jul-2007 28-Apr-2009 Desig.: SFR	Reissue Reminder Letter Reissue Deadline Tax 3.5 - 6 mo rndr Tax 3.5 - 3 mo rndr Tax 3.5 - 2 mo rndr Tax 3.5 - 1 mo rndr Tax 3.5 Tax 3.5 Final Ext. Tax 7.5 - 6 mo rndr Tax 7.5 - 3 mo rndr Tax 7.5 - 2 mo rndr Tax 7.5 - 1 mo rndr Tax 7.5 Tax 7.5 Final Ext. Tax 11.5 - 6 mo rndr Tax 11.5 - 3 mo rndr Tax 11.5 - 2 mo rndr Tax 11.5 - 1 mo rndr Tax 11.5 Tax 11.5 Final Ext.	28-Oct-2010 28-Apr-2011 28-Apr-2012 28-Jul-2012 28-Aug-2012 28-Sep-2012 28-Oct-2012 28-Apr-2013 28-Apr-2016 28-Jul-2016 28-Aug-2016 28-Sep-2016 28-Oct-2016 28-Apr-2017 28-Apr-2020 28-Jul-2020 28-Aug-2020 28-Sep-2020 28-Oct-2020 28-Apr-2021
04129300015/ Country: United States of America Title: SYSTEM AND METHOD FOR PERFORMING PROCESSING IN A TESTING SYSTEM	ORD	Published	11/827,083	10-Jul-2007 Desig.: SFR	Check Pair STATUS CHECK	26-Aug-2010 26-Dec-2010
04129300016/ Country: United States of America Title: SYSTEM AND METHOD FOR PERFORMING PROCESSING IN A TESTING SYSTEM	ORD	Published	11/827,090	10-Jul-2007 Desig.: SFR	STATUS CHECK	21-Oct-2010

Case Number/SubCase	Case Type	Status	Client Reference #	App Number Pat Number	App Date Iss Date	Next Action(s)	Due Date(s)
04129300017/ <i>Country:</i> United States of America <i>Title:</i> SYSTEM AND METHOD FOR PERFORMING PROCESSING IN A TESTING SYSTEM	ORD	Published		11/827,105	10-Jul-2007 <i>Desig.:</i> SFR	File POA NOTICE OF APPEAL IN 2 WKS NOTICE OF APPEAL IN 1 WK NOTICE OF APPEAL	18-Aug-2010 18-Aug-2010 25-Aug-2010 01-Sep-2010
04129300018/ <i>Country:</i> United States of America <i>Title:</i> SYSTEM AND METHOD FOR PERFORMING PROCESSING IN A TESTING SYSTEM	ORD	Published		11/827,094	10-Jul-2007 <i>Desig.:</i> SFR	Check Pair	26-Aug-2010
04129300019/ <i>Country:</i> United States of America <i>Title:</i> SYSTEM AND METHOD FOR PERFORMING PROCESSING IN A TESTING SYSTEM	ORD	Published		11/827,134	10-Jul-2007 <i>Desig.:</i> SFR	Check Pair STATUS CHECK	26-Aug-2010 26-Dec-2010
04129300020/ <i>Country:</i> United States of America <i>Title:</i> SYSTEM AND METHOD FOR PERFORMING PROCESSING IN A TESTING SYSTEM	ORD	Allowed		11/827,136	10-Jul-2007 <i>Desig.:</i> SFR	IMO RMDR ISSUE FEE DUE 1 WK RMDR ISSUE FEE File POA ISSUE FEE DUE	28-Aug-2010 21-Sep-2010 28-Sep-2010 28-Sep-2010

Monday August 16, 2010  
 Client: 041293 Subsource Company Limited  
 Patent Status Report by Client  
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 Client 041293 Shibusaku Company, Limited  
 Patent Status Report by Client  
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Case Number/SubCase	Case Type	Status	Client Reference #	App Number	Pat Number	App Date	Iss Date	Next Action(s)	Due Date(s)
04129300021/ Country: United States of America Title: DIGITAL WAVEFORM GENERATION AND MEASUREMENT IN AUTOMATED TEST EQUIPMENT	ORD	ISSUED		11/827,141 7,769,558		10-Jul-2007 03-Aug-2010 Desig.: SFR		Check Pair Revd Letters Patent? Reissue Reminder Letter Reissue Deadline Tax 3.5 - 6 mo rmdr Tax 3.5 - 3 mo rmdr Tax 3.5 - 2 mo rmdr Tax 3.5 - 1 mo rmdr Tax 3.5 Tax 3.5 Final Ext. Tax 7.5 - 6 mo rmdr Tax 7.5 - 3 mo rmdr Tax 7.5 - 2 mo rmdr Tax 7.5 - 1 mo rmdr Tax 7.5 Tax 7.5 Final Ext. Tax 11.5 - 6 mo rmdr Tax 11.5 - 3 mo rmdr Tax 11.5 - 2 mo rmdr Tax 11.5 - 1 mo rmdr Tax 11.5 Tax 11.5 Final Ext.	26-Aug-2010 03-Nov-2010 03-Feb-2012 03-Aug-2012 03-Aug-2013 03-Nov-2013 03-Dec-2013 03-Jan-2014 03-Feb-2014 03-Aug-2014 03-Aug-2017 03-Nov-2017 03-Dec-2017 03-Jan-2018 03-Feb-2018 03-Aug-2018 03-Aug-2021 03-Nov-2021 03-Dec-2021 03-Jan-2022 03-Feb-2022 03-Aug-2022

04129300022/ Country: United States of America Title: SYSTEM AND METHOD FOR PERFORMING DETERMINISTIC PROCESSING	ORD	Published		11/218,915		02-Sep-2005 Desig.: SFR		Check Pair STATUS CHECK	26-Aug-2010 13-Nov-2010
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Monday, August 16, 2010  
 Client: 041293 Shibasaki Company, Limited  
 Patent Status Report by Client  
 Page 1

Case Number/SubCase	Case Type	Status	ClientReference #	App Number	Pat Number	App Date	Iss Date	Next Action(s)	Due Date(s)
04129300023/ Country: United States of America Title: APPARATUS FOR AND METHOD OF GENERATING A TIME REFERENCE	ORD	ISSUED		11/775,565 7,710,981		10-Jul-2007 04-May-2010 Desig.: SFR		Reissue Reminder Letter Reissue Deadline Tax 3.5 - 6 mo rmdr Tax 3.5 - 3 mo rmdr Tax 3.5 - 2 mo rmdr Tax 3.5 - 1 mo rmdr Tax 3.5 Tax 3.5 Final Ext. Tax 7.5 - 6 mo rmdr Tax 7.5 - 3 mo rmdr Tax 7.5 - 2 mo rmdr Tax 7.5 - 1 mo rmdr Tax 7.5 Tax 7.5 Final Ext. Tax 11.5 - 6 mo rmdr Tax 11.5 - 3 mo rmdr Tax 11.5 - 2 mo rmdr Tax 11.5 - 1 mo rmdr Tax 11.5 Tax 11.5 Final Ext.	04-Nov-2011 04-May-2012 04-May-2013 04-Aug-2013 04-Sep-2013 04-Oct-2013 04-Nov-2013 04-May-2014 04-May-2017 04-Aug-2017 04-Sep-2017 04-Oct-2017 04-Nov-2017 04-May-2018 04-May-2021 04-Aug-2021 04-Sep-2021 04-Oct-2021 04-Nov-2021 04-May-2022
04129300024/ Country: United States of America Title: DIGITAL WAVEFORM GENERATION AND MEASUREMENT IN AUTOMATED TEST EQUIPMENT	CON	Pending		12/660,800		03-Mar-2010 Desig.: SFR		3 MON EXTENSION 4 MON EXTENSION FINAL - FILE MISSING PARTS File POA Application Status Check	24-Aug-2010 24-Sep-2010 24-Oct-2010 24-Dec-2010 03-Sep-2011
04129300025/ Country: United States of America Title: APPARATUS FOR AND METHOD OF GENERATING A TIME REFERENCE	DIV	Pending		12/661,175		11-Mar-2010 Desig.: SFR		3 MON EXTENSION 4 MON EXTENSION FINAL - FILE MISSING PARTS Application Status Check	01-Sep-2010 01-Oct-2010 01-Nov-2010 11-Sep-2011

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 Client: 041293 - Shibasaki Company Limited  
 Patent Status Report by Client  
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Case Number/SubCase	Case Type	Status	ClientReference #	App Number Pat Number	App Date Iss Date	Next Action(s)	Due Date(s)
04129300026/ Country: United States of America Title: SYSTEM AND METHOD FOR PERFORMING PROCESSING IN A TESTING SYSTEM	PRO	Converted		60/819,610	10-Jul-2006	Desig.: SFR	
04129300027/ Country: United States of America Title: DIGITAL WAVEFORM GENERATION IN AUTOMATED TEST EQUIPMENT	PRO	Converted		60/819,772	10-Jul-2006	Desig.: SFR	
04129300028/ Country: United States of America Title: APPARATUS FOR AND METHOD OF GENERATING A TIME REFERENCE	PRO	Converted		60/819,780	10-Jul-2006	Desig.: SFR	
04129300029/ Country: United States of America Title: POWER AMPLIFIER WITH OUTPUT VOLTAGE COMPENSATION	PRO	Converted		60/819,803	10-Jul-2006	Desig.: SFR	
04129300030/ Country: United States of America Title: POWER AMPLIFIER WITH OUTPUT VOLTAGE COMPENSATION	CON	Abandoned		12/430,680	27-Apr-2009	Application Status Check	27-Oct-2010
04129300031/ Country: United States of America Title: SYSTEM AND METHOD FOR PERFORMING PROCESSING IN A TESTING SYSTEM	PRO	Converted		60/819,762	10-Jul-2006	Desig.: SFR	

Monday, August 16, 2010	Patent Status Report by Client				Page: 6	
Client: 041293	Shihonglar Company, Limited					
Case Number/SubCase	Case Type	Status	App Number	App Date	Next Action(s)	Due Date(s)
		ClientReference #	Pat Number	Iss Date		
04129300032/	PCT	Abandoned	200680036583.7	29-Aug-2006		
Country: China (People's Republic)						
Title: SYSTEM AND METHOD FOR PERFORMING DETERMINISTIC PROCESSING						
04129300033/	PCT	Pending	06790032.4	29-Aug-2006	Annuity Due (Grace Period) 2mo Annuity Due (Grace Period) 1mo Annuity Due (Grace Period) STATUS CHECK	28-Dec-2010 28-Jan-2011 28-Feb-2011 02-Jun-2011
Country: European Patent Convention						
Title: SYSTEM AND METHOD FOR PERFORMING DETERMINISTIC PROCESSING						
04129300034/	RCN	Abandoned	09103114.6	29-Aug-2006	STATUS CHECK	23-Jun-2011
Country: Hong Kong						
Title: SYSTEM AND METHOD FOR PERFORMING DETERMINISTIC PROCESSING						
04129300035/	PCT	Pending	2008-7008045	29-Aug-2006	Request Exam - 6 mon rmdr Request Exam - 3 mon rmdr Request Exam - 2 mon rmdr Request Exam - 1 mon rmdr REQUEST EXAM DUE	29-May-2014 29-Jun-2014 29-Jul-2014 29-Aug-2014
Country: Korea, Republic of						
Title: SYSTEM AND METHOD FOR PERFORMING DETERMINISTIC PROCESSING						
04129300036/	ORD	Pending	95131693	29-Aug-2006	STATUS CHECK	28-Feb-2011 29-May-2011 29-Jun-2011 29-Jul-2011 29-Aug-2011
Country: Taiwan						
Title: SYSTEM AND METHOD FOR PERFORMING DETERMINISTIC PROCESSING						
04129300037/	ORD	Abandoned	96125201	10-Jul-2007		27-Aug-2011
Country: Taiwan						
Title: POWER AMPLIFIER WITH OUTPUT VOLTAGE COMPENSATION						

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Client: 041293	Shihao Company, Limited					
Case Number/SubCase	Case Type	Status ClientReference #	App Number Pat Number	App Date Iss Date	Next Action(s)	Due Date(s)
04129300038/	PCT	Published	200780033562.4	10-Jul-2007	STATUS CHECK	10-Mar-2011
Country: China (People's Republic)						
Title: APPARATUS AND METHOD OF GENERATING A TIME REFERENCE						
04129300039/	PCT	Pending	2009-7001564	10-Jul-2007	Request Exam - 6 mon rmdr	10-Jan-2012
Country: Korea, Republic of						
Title: APARATUS AND METHOD OF GENERATING A TIME REFERENCE						
				Desig.: SFR	Request Exam - 3 mon rmdr	10-Apr-2012
					Request Exam - 2 mon rmdr	10-May-2012
					Request Exam - 1 mon rmdr	10-Jun-2012
					REQUEST EXAM DUE	10-Jul-2012
04129300040/	ORD	Abandoned	96125203	10-Jul-2007		
Country: Taiwan						
Title: APARATUS AND METHOD OF GENERATING A TIME REFERENCE						
04129300041/	PCT	Published	200780033572.8	10-Jul-2007	STATUS CHECK	10-Mar-2011
Country: China (People's Republic)						
Title: DIGITAL WAVEFORM GENERATION AND MEASUREMENT IN AUTOMATED EQUIPMENT						
04129300042/	PCT	Published	07810118.5	10-Jul-2007	Annuitiy Due (Grace Period) 2mo	10-Nov-2010
Country: European Patent Convention						
Title: DIGITAL WAVEFORM GENERATION AND MEASUREMENT IN AUTOMATED EQUIPMENT						
				Desig.: SFR	Annuitiy Due (Grace Period) 1mo	10-Dec-2010
					Annuitiy Due (Grace Period)	10-Jan-2011
					STATUS CHECK	10-Jul-2011
04129300043/	PCT	Pending	2009-7002096	10-Jul-2007	Request Exam - 6 mon rmdr	10-Jan-2012
Country: Korea, Republic of						
Title: DIGITAL WAVEFORM GENERATION AND MEASUREMENT IN AUTOMATED TEST EQUIPMENT						
				Desig.: SFR	Request Exam - 3 mon rmdr	10-Apr-2012
					Request Exam - 2 mon rmdr	10-May-2012
					Request Exam - 1 mon rmdr	10-Jun-2012
					REQUEST EXAM DUE	10-Jul-2012

Monday, August 16, 2010		Patent Status Report by Client		Page 8		
Case Number/SubCase	Case Type	Status ClientReference #	App Number Pat Number	App Date Iss Date	Next Action(s)	Due Date(s)
04129300044/	ORD	Abandoned	96125207	10-Jul-2007		
Country: Taiwan Title: DIGITAL WAVEFORM GENERATION AND MEASUREMENT IN AUTOMATED EQUIPMENT. Desig.: SFR						
04129300045/	PCT	Published	20078003581.7	10-Jul-2007	STATUS CHECK	10-Mar-2011
Country: China (People's Republic) Title: SYSTEM AND METHOD FOR PERFORMING PROCESSING IN A TESTING SYSTEM Desig.: SFR						
04129300046/	PCT	Pending	0779942.4	10-Jul-2007	Status Check	01-Nov-2010
Country: European Patent Convention Title: SYSTEM AND METHOD FOR PERFORMING PROCESSING IN A TESTING SYSTEM Desig.: SFR						
04129300047/	PCT	Abandoned	5196342009	10-Jul-2007		
Country: Japan Title: SYSTEM AND METHOD FOR PERFORMING PROCESSING IN A TESTING SYSTEM Desig.: SFR						
04129300048/	PCT	Pending	2009-7001934	10-Jul-2007	Request Exam - 6 mon rndr Request Exam - 3 mon rndr Request Exam - 2 mon rndr Request Exam - 1 mon rndr REQUEST EXAM DUE	10-Jan-2012 10-Apr-2012 10-May-2012 10-Jun-2012 10-Jul-2012
Country: Korea, Republic of Title: SYSTEM AND METHOD FOR PERFORMING PROCESSING IN A TESTING SYSTEM Desig.: SFR						
04129300049/	ORD	Abandoned	96125210	10-Jul-2007		
Country: Taiwan Title: SYSTEM AND METHOD FOR PERFORMING PROCESSING IN A TESTING SYSTEM Desig.: SFR						

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Client: 041293	Shibasoku Company Limited					
Case Number/SubCase	Case Type	Status ClientReference #	App Number Pat Number	App Date Iss Date	Next Action(s)	Due Date(s)
04129300050/ Country: Patent Cooperation Treaty Title: SYSTEM AND METHOD FOR PERFORMING DETERMINISTIC PROCESSING	ORD	Natl Phase Expired	PCT/US2006/033511	29-Aug-2006 Desig.: SFR		
04129300051/ Country: Patent Cooperation Treaty Title: POWER AMPLIFIER WITH OUTPUT VOLTAGE COMPENSATION	ORD	Expired	PCT/US2007/073117	10-Jul-2007 Desig.: SFR		
04129300052/ Country: Patent Cooperation Treaty Title: APARATUS AND METHOD OF GENERATING A TIME REFERENCE	ORD	Natl Phase	PCT/US2007/073140	10-Jul-2007 Desig.: SFR		
04129300053/ Country: Patent Cooperation Treaty Title: DIGITAL WAVEFORM GENERATION AND MEASUREMENT IN AUTOMATED EQUIPMENT	ORD	Natl Phase	PCT/US2007/015291	10-Jul-2007 Desig.: SFR		
04129300054/ Country: Japan Title: SYSTEM AND METHOD FOR PERFORMING DETERMINISTIC PROCESSING	PCT	Published	529161/2008	29-Aug-2006 Desig.: SFR	STATUS CHECK STATUS CHECK	20-Oct-2010 27-Aug-2011
04129300055/ Country: Japan Title: APARATUS AND METHOD OF GENERATING A TIME REFERENCE	PCT	Abandoned	519631/2009	10-Jul-2007 Desig.: SFR		

Monday, August 16, 2010  
 Client: 041293 Shihosaku Company Limited  
 Patent Status Report by Client  
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Case Number/Sub Case	Case Type	Status	Client Reference #	App Number	Pat Number	App Date	Iss Date	Next Action(s)	Due Date(s)
04129300056/ Country: Japan Title: DIGITAL WAVEFORM GENERATION AND MEASUREMENT IN AUTOMATED EQUIPMENT	PCT	Abandoned		5194572009		10-Jul-2007		Desig.: SFR	
04129300057/ Country: Patent Cooperation Treaty Title: SYSTEM AND METHOD FOR PERFORMING PROCESSING IN A TESTING SYSTEM	ORD	Nail Phase		FCT/US2007/073145		10-Jul-2007		Desig.: SFR	



**EXHIBIT B**

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into by and between Asterion, Inc., a Massachusetts corporation, with its principal place of business at 450 Donald J. Lynch Blvd., Marlborough, Massachusetts 01752 ("Assignor"), and Shibasoku Co., Ltd., a Japanese corporation, with its principal place of business at 4-6-8 Shinbashi, Minato-ku, Tokyo 105-004, Japan ("Assignee").

WITNESSETH:

WHEREAS, pursuant to that certain Services Agreement, dated March 1, 2004 (the "Services Agreement"), that certain License Agreement, dated September 1, 2006 (the "License Agreement"), and that certain Termination of Service Agreement dated February 4, 2009 (the "Termination Agreement") (the Services Agreement, the License Agreement and the Termination Agreement are collectively referred to herein as the "Prior Agreements"), Assignor agreed to assign and did assign to Assignee all the current and future intellectual property created, developed and/or otherwise acquired by Assignor under and in connection with the Services Agreement, including, but not limited to: (i) the so-called SMX Tester (including any components, parts, software, updates, upgrades, developments, improvements and maintenance, repair and other services related thereto); (ii) all patents, trademarks, service marks, corporate names, trade names, slogans, brand names, logos, Internet domain names, copyrights, trade secrets, confidential information, know-how, inventions, rights residing in software, any applications and registrations for any of the foregoing and all other intellectual property and/or proprietary rights now known or hereafter recognized in any applicable jurisdiction ("Intellectual Property Rights") embodied therein; (iii) all Intellectual Property Rights developed under the Services Agreement and all Intellectual Property Rights developed from and after the termination of the Services Agreement based on such Intellectual Property Rights; and (iv) all improvements and Intellectual Property rights therein developed and created by Assignor based on the SMX Tester or using the Intellectual Property Rights developed or created under the Services Agreement or otherwise paid for by Assignee during the term of the License Agreement (all of the foregoing are collectively referred to herein as the "IP").

WHEREAS, Assignor, in its own name, filed the patent applications and/or obtained the patents listed in Exhibit A (the "Patents"), which Patents are currently in the name of Assignor; and

WHEREAS, the parties desire, by this confirmatory Intellectual Property Assignment Agreement, to confirm the prior assignment of all of the IP, including but not limited to the Patents, to Assignee under the Prior Agreements for the purposes of confirming the assignment and to permit Assignee to record its ownership of the Patents and other IP, as applicable.

NOW, THEREFORE, for consideration of One Dollar (US\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor confirms the assignment of, and hereby does sell, assign, transfer, and convey to Assignee and its successors, assigns, and nominees, nunc pro tunc,

339295.51041293.00010

absolutely and in perpetuity, Assignor's entire right, title, and interest worldwide in and to the IP and all goodwill associated therewith, including but not limited to: (i) the entire right, title, and interest in and to the inventions described in the applications for such IP in any form or embodiment thereof (including, but not limited to, the Patents listed in Exhibit A); (ii) patent applications filed in any country based thereon; (iii) patent applications filed under the provisions of any applicable international treaty; (iv) any and all patents or reissues or extensions thereof to be obtained in any country upon said inventions and any divisional, continuation, or substitute applications that have been filed or may be filed upon said invention or inventions in any country; and (v) the right to sue for and receive all damages from past infringements of the IP arising prior to the date of the last signature to this Agreement, the same to be held and enjoyed by Assignee, its successors, assigns, and legal representatives.

2. Further Assurances. Assignor further agrees to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Agreement. In addition, and without limiting the generality of the foregoing, Assignor further agrees, at the request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the IP, and to otherwise aid assignee or its successors in interest in enforcing intellectual property rights in the IP, all at the expense of Assignee or its successors in interest.

3. Power of Attorney. Assignor hereby constitutes and appoints Assignee and its successors and assigns as Assignor's true and lawful attorneys with full power of substitution, in Assignor's name and stead but on behalf and for the benefit of the Assignee and its successors and assigns, to demand and receive any and all of the IP and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which the Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the IP, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the IP which the Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor or by dissolution of the Assignor or in any manner or for any reason whatsoever.

4. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of Massachusetts applicable to agreements made and to be performed entirely within such state, including all matters of construction, validity and performance.

5. Binding Effect. The terms and covenants of this Agreement shall inure to the benefit of Assignee, its successors, assigns, and other legal representatives, and shall be binding upon Assignor, its successors, assigns, and legal representatives.

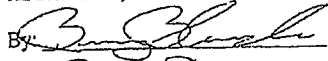
6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but of all which together shall constitute one instrument.

[remainder of page intentionally left blank]

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives on the date(s) written below.

ASTERION, INC.

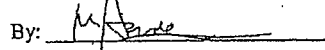
By: 

Name: BARRY BLANCHET

Title: PRESIDENT

Date: MARCH 4<sup>TH</sup>, 2010

SHIBASOKU CO., LTD.

By: 

Name: MINEKI AWAMURA

Title: DIRECTOR

Date: MARCH 4<sup>TH</sup>, 2010

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