

Form PTO-1595 (Rev. 03-11)
OMB No. 0651-0027 (exp. 03/31/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Resonance Semiconductor Corporation;
Renaissance Wireless Corp.; Silicon Valley Bank;
and Gold Hill Venture Lending 03, LP

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Cymatics Laboratories Corp.

Internal Address: _____

Street Address: _____

425 N. Craig Street
Suite 200

City: Pittsburgh

State: Pennsylvania

Country: United States of America Zip: 15213

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s): September 5, 2013

Assignment Merger Change of Name

Security Agreement Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other Statement under 3.73(b)

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

13/339,505

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Richard J. Botos
LERNER, DAVID, LITTENBERG,
KRUMHOLZ & MENTLIK, LLP

Internal Address: Atty. Dkt.:

Street Address: 600 South Avenue West

City: Westfield

State: NJ Zip: 07090

Phone Number: 908-654-5000

Fax Number: 908-654-7866

Email Address: mcormier@ldlkm.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

Authorized to be charged to deposit account

Enclosed

None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 12-1095

Authorized User Name Richard J. Botos

9. Signature:

Richard J. Botos
Signature

September 5, 2013
Date

Richard J. Botos - 32,016
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 16

CH \$40.00 121095 13339505

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MAILING ADDRESS
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SAN JOSE CA 95109-1469



HOPKINS & CARLEY
A LAW CORPORATION

TELEPHONE:
408.286.9800

FACSIMILE:
408.998.4790

hopkinscarley.com

May 29, 2009

LIV MILLS-CARLISLE
Associate
lcarlisle@hopkinscarley.com
408-299-1412

Re: Resonance Semiconductor Corporation

To Whom It May Concern:

This letter is to verify that Cymatics Laboratories Corporation ("Cymatics") purchased all of the assets of Resonance Semiconductor Corporation described in "Exhibit B" to the Asset Purchase Agreement and Certificate of Sale, with the exception of those assets identified on "Schedule 1" thereto (the "Assets"), through private foreclosure under Article 9 of the California Commercial Code on May 21, 2009. A copy of Exhibit B and Schedule 1 are attached to this letter. The Assets were purchased from our client Silicon Valley Bank and its co-lender Gold Hill Venture Lending 03, LP pursuant to the aforementioned Asset Purchase Agreement and Certificate of Sale.

Accordingly, Cymatics is now the legal owner of the Assets. Please feel free to contact my office with any questions.

Sincerely,

HOPKINS & CARLEY
A Law Corporation

Liv Mills-Carlisle
Attorneys For Silicon Valley Bank and
Gold Hill Venture Lending 03, LP

LMC/

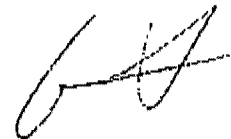
Encl.: Exhibit B to the Asset Purchase Agreement and Certificate of Sale
Schedule 1 to the Asset Purchase Agreement and Certificate of Sale

**ASSET PURCHASE AGREEMENT AND
CERTIFICATE OF SALE
[CALIFORNIA COMMERCIAL CODE § 9610]**

Pursuant to § 9610 of the California Commercial Code, in consideration of the monies delivered as described in Exhibit A hereto, Silicon Valley Bank and Gold Hill Venture Lending 03, LP (hereinafter, collectively "Seller") sell, transfer and deliver to Cymatics Laboratories Corporation (hereinafter "Purchaser"), all of the rights of Seller to certain of the assets of Resonance Semiconductor Corporation ("Resonance"), which are more particularly described in Exhibit "B" attached hereto. Said assets shall hereinafter be referred to as the "Subject Assets."

The sale transfers to Purchaser all of Seller's right, title and interest in and to the Subject Assets free and clear of any and all security interests of Seller and any security interest or lien subordinate thereto. With the exception of liens which may have arisen in favor of a third party (such as landlord) in possession or control of some of the Subject Assets, Seller warrants that it holds a valid first priority perfected security interest in and to the Subject Assets pursuant to certain UCC-1 filings in the State of Delaware, as amended from time-to-time. Notwithstanding the foregoing, Purchaser acknowledges that with respect to any intellectual property included in the Subject Assets, which may include but is not limited to patents, patent applications, copyrights and/or and trademark applications, this warranty is made upon Seller's actual knowledge without investigation regarding particular assets or whether liens or assignments have been recorded in other states or in national registers.

In order to secure the obligation of Purchaser to pay to Seller monies as described in Exhibit "A," Purchaser shall grant to Seller a security interest in the Subject Assets pursuant to that certain form of Security Agreement attached hereto as Exhibit "C". If the amounts paid to Seller pursuant to this Agreement within 12 months from the date of this Agreement do not exceed \$100,000.00, Seller will be entitled to foreclose upon its security interest in any or all of the then unsold Subject Assets.




At the written request of Seller, Purchaser shall provide to Seller any information requested regarding the status of the Subject Assets and/or the resale of the Subject Assets by Purchaser. Seller shall be entitled to audit Purchaser's records regarding any aspect of the Subject Assets.

After the date of this Certificate of Sale, Purchaser will be responsible for all payments and obligations in connection with the Subject Assets, including but not limited to costs of storage, maintenance, sale and obtaining possession.

AS BETWEEN SELLER AND PURCHASER, THE SUBJECT ASSETS ARE SOLD "AS IS," "WHERE IS," AND "IF IN," WITH ALL FAULTS, EXCEPT AS HEREBIN PROVIDED, SELLER SPECIFICALLY DISCLAIMS ALL WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, POSSESSION, QUIET ENJOYMENT OR TITLE, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, TRADE USAGE OR TRADE PRACTICE. AS BETWEEN SELLER AND PURCHASER, PURCHASER ACCEPTS ALL RISKS OF TRANSFER OF OWNERSHIP, POSSESSION OR ASSIGNMENT OF THE SUBJECT ASSETS.

Purchaser acknowledges that it has not relied upon any representations of Seller, except as may specifically be provided herein, and that it has examined the validity, quantity, quality and value of the Subject Assets and has accepted the same without recourse to Seller. Purchaser acknowledges that it is a merchant of the inventory and equipment relating to the Subject Assets, as that term is defined in the Uniform Commercial Code. Seller disclaims any representation or warranty that particular property described on Exhibit B exists, in whole or in part, or is in a form usable to Purchaser. To the extent that Subject Assets are in the possession, custody or control of parties other than Resonance, including but not limited to subcontractors, landlords, former employees, manufacturing partners or consultants to Resonance, Seller disclaims any representation or warranty that Seller's rights therein are superior to rights of any other such party and further disclaims any obligation to deliver such property to Purchaser.

THE MONEYS RECEIVED BY SELLER UNDER THIS AGREEMENT DO NOT INCLUDE ANY ASSUMPTION BY SELLER OF ANY RISK OF PURCHASER OF ANY ACTUAL DAMAGES IN EXCESS OF THE CASH CONSIDERATION ACTUALLY PAID TO SELLER, OR OF ANY CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFITS, OR OTHERWISE. ACCORDINGLY, SELLER SHALL NOT BE LIABLE TO PURCHASER FOR ANY ACTUAL DAMAGES IN EXCESS OF THE CASH CONSIDERATION ACTUALLY PAID TO SELLER. COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL EXEMPLARY, OR RELIANCE DAMAGES HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY WHETHER CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT MAY AN ACTION BE FILED ON ANY CLAIMS



ARISING OUT OF THIS AGREEMENT LATER THAN 90 DAYS AFTER THE DATE OF EXECUTION HEREOF.

As between Seller and Purchaser only, in addition to all the consideration paid hereunder, Purchaser shall be liable for all sales or use taxes, and shall hold Seller harmless from any cost relating thereto.

All aspects of this agreement, including construction, validity and performance of this agreement, shall be governed by, and construed and enforced in accordance with, the laws of the State of California, United States of America. The Purchaser agrees to submit to the exclusive jurisdiction of the state and Federal courts located in Santa Clara County, State of California.

Executed at Santa Clara, California this 21st day of May, 2009.

SILICON VALLEY BANK

Brett Elias

By: Brett Elias
Its: Relationship Manager/Advisor

GOLD HILL VENTURE LENDING 03, LP

By: _____
Its: _____

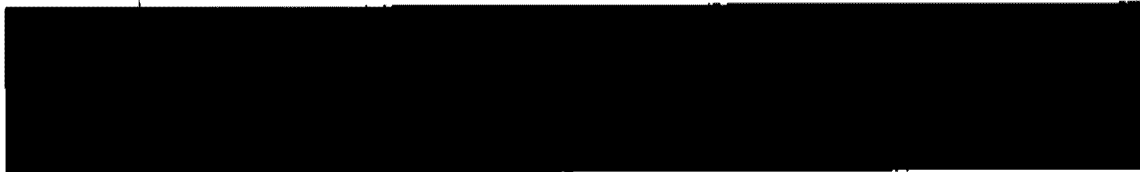
THE FOREGOING IS AGREED AND ACCEPTED
PURCHASER:

CYMATICS LABORATORIES CORPORATION

By: *David F. Guillou*
Its: President, Secretary

EXHIBIT B
SUBJECT ASSETS

The Subject Assets consist of all of Seller's right, title and interest in and to the following personal property obtained from Resonance:



1. Capitalized terms used herein have the following meanings:

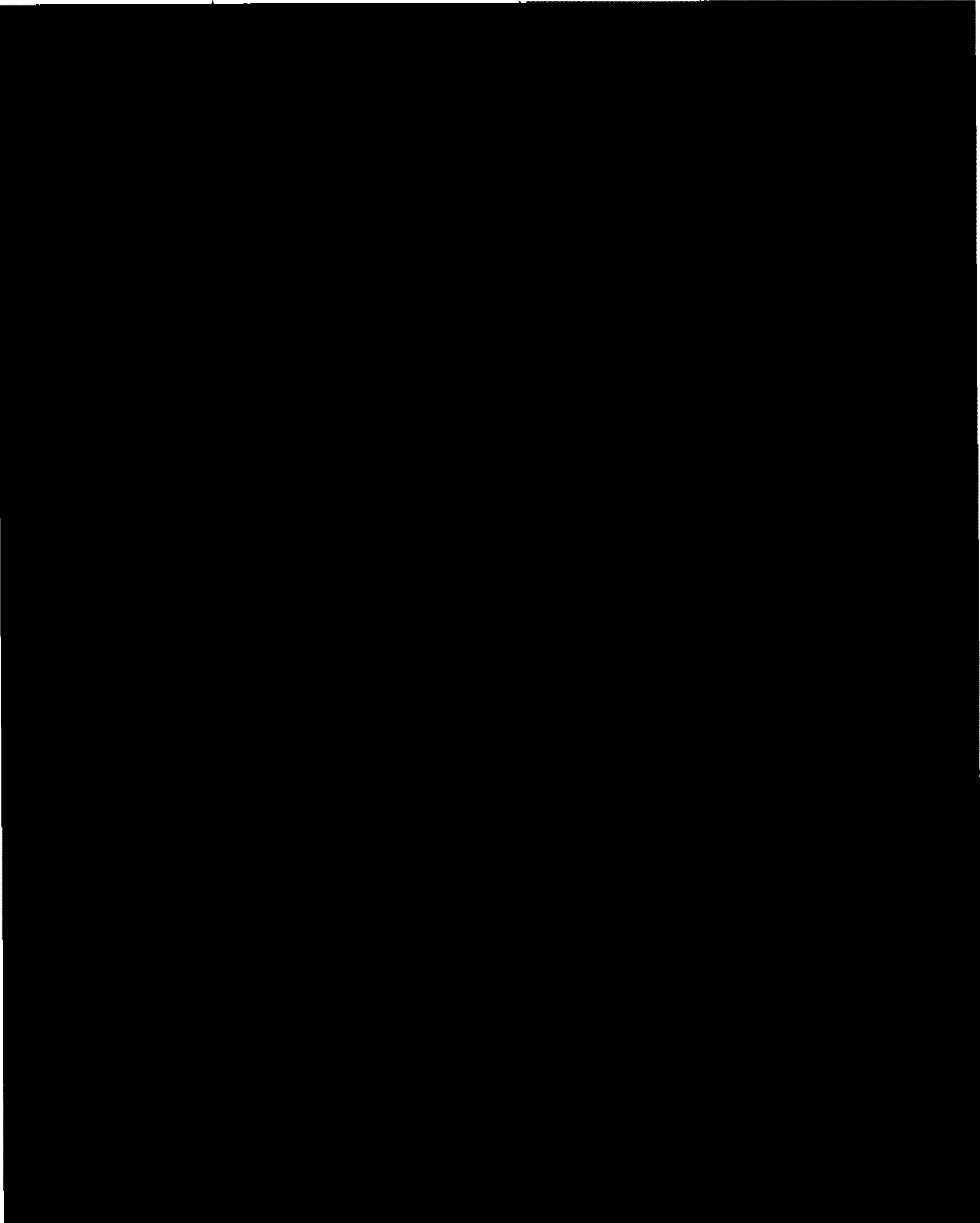
(a) "Third Party Equipment" means the equipment listed on Schedule I hereto.

(b) "Related Intellectual Property" means all rights to generic licenses and computer software in the absence of which, the Third Party Equipment cannot be operated in the ordinary course.

(c) "General Intangibles" are all "general intangibles" as defined in the California Commercial Code in effect on the date Loan Agreement with such additions to such term as may thereafter be made, and includes without limitation, all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work, whether published or unpublished, any patents, trademarks, service marks and, to the extent permitted under applicable law, any applications therefor, whether registered or not, any trade secret rights, including any rights to unpatented inventions, payment intangibles, royalties, contract rights, goodwill, franchise agreements, purchase orders, customer lists, route lists, telephone numbers, domain names, claims, income and other tax refunds, security and other deposits, options to purchase or sell real or personal property, rights in all litigation presently or hereafter pending (whether in contract, tort or otherwise), insurance policies (including without limitation key man, property damage, and business interruption insurance), payments of insurance and rights to payment of any kind.

114639410.3

PATENT
REEL: 031276 FRAME: 0466



INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK, individually and as Agent ("Bank") and RENAISSANCE WIRELESS CORPORATION ("Grantor").

RECITALS

A. Bank and Gold Hill Venture Lending 03, LP ("Gold Hill") have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Gold Hill and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank and Gold Hill are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

425 N. Craig Street, Suite 500
Pittsburgh, PA 15213

Attn: Rick Carby

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Dan Baldi

GRANTOR:

RENAISSANCE WIRELESS CORPORATION

By: [Signature]

Title: CEO

BANK:

SILICON VALLEY BANK, individually and as Agent

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

RENAISSANCE WIRELESS CORPORATION

425 N. Craig Street, Suite 500
Pittsburgh, PA 15213

By: _____

Title: _____

Attn: _____

BANK:

Address of Bank:

SILICON VALLEY BANK, individually and as Agent

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: Daniel J. Baldi

Title: Relationship Manager

Attn: Dan Baldi

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
E/R F TRANSCEIVER SWITCHING SYSTEM	2007712209	10/04/2007

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date