

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2596746

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE AND ASSIGNMENT OF PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
CYCAD GROUP, LLC	10/28/2013
RECEIVING PARTY DATA	
Name:	AGILE RF, INC.
Street Address:	7127 HOLLISTER AVE, #25A-336
City:	GOLETA
State/Country:	CALIFORNIA
Postal Code:	93117
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7633456
Patent Number:	7276993
Patent Number:	7646352
CORRESPONDENCE DATA	
Fax Number:	(805)966-3320
Phone:	805-966-2440
Email:	smartin@rppmh.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	SHERRIE MARTIN
Address Line 1:	1421 STATE STREET, STE. B
Address Line 4:	SANTA BARBARA, CALIFORNIA 93101
NAME OF SUBMITTER:	SHERRIE MARTIN
Signature:	/s/ Sherrie Martin/
Date:	10/30/2013

OP \$120.00 7633456

Total Attachments: 5

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RELEASE AND ASSIGNMENT OF PATENTS

THIS RELEASE AND ASSIGNMENT ("Assignment") is made and executed, effective as of October 28, 2013 (the "Effective Date"), by **CYCAD GROUP, LLC**, a California limited liability company ("Collateral Agent"), for itself and as Collateral Agent for the persons and entities listed on **SCHEDULE 1** hereto (the "Secured Parties"), to **AGILE RF, INC.**, a Delaware corporation (the "Company"), pursuant to that certain Sixth Amendment to Security Agreement dated as of October 28, 2013 (the "Sixth Amendment"), by and among Collateral Agent and Collateral Agent, amending that certain Security Agreement by and between Collateral Agent, the Company, and the Secured Parties dated July 30, 2008, as amended (the "Security Agreement").

RECITALS:

A. Pursuant to the Security Agreement and that certain Collateral Assignment of Patents dated effective July 30, 2008, by and between the Company (as "Assignor") and Collateral Agent (as "Assignee"), the Company granted to Collateral Agent a lien in and to the patents and patent applications listed on **SCHEDULE 2** hereto, and effected a collateral assignment of such patents and patent applications as collateral security for certain obligations of the Company to the Secured Parties.

B. The parties have agreed to execute this Release and Assignment in order to memorialize the release of such lien and the assignment by Collateral Agent to the Company of all right, title, and interest in and to such patents and patent applications.

AGREEMENTS:

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **RELEASE AND ASSIGNMENT.** Collateral Agent hereby:

1.1 RELEASE OF LIEN. Waives and releases any and all lien, security interest or other charge that Collateral Agent now has in or to (a) the patents and patent applications listed on **SCHEDULE 2** attached hereto, as the same may be amended to include any patents hereafter acquired and patent applications hereafter filed, and (i) renewals thereof, (ii) reissues, continuations, continuations-in-part, divisions or reexaminations thereof, (iii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past and future infringements thereof, (iv) the right to sue for past, present and future infringements thereof (the foregoing patents and applications, together with the items described in clauses (i) through (iv) hereof are hereinafter referred to as the "Patents"); (b) all of the Collateral Agent's rights corresponding thereto throughout the world; (c) any license agreements with any other party, whether Collateral Agent is a licensor or licensee under any such license agreement in respect of the Patents now or hereafter owned by Collateral Agent; and (d) the goodwill of Collateral Agent's business associated with the Patents (the items described in the foregoing clauses (a), (b), (c) and (d) collectively, the "Assigned Collateral"); and

1.2 ASSIGNMENT. Assigns to the Company all right, title, and interest that Collateral Agent now has in and to the Assigned Collateral.

2. AUTHORIZATION AND REQUEST. Collateral Agent hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Assignment and the interests herein assigned.

3. COVENANTS AND WARRANTY OF TITLE. Collateral Agent warrants that (a) the rights being assigned to the Company hereunder represent all right, title, interest and other claims that Collateral Agent or

the Secured Parties now have in and to the Assigned Collateral, and (b) Collateral Agent has the full right and every lawful power and authority to convey to the Company the right, title, and interest herein assigned and (c) Collateral Agent has not executed, and will not execute, any agreement in conflict herewith.

4. **COOPERATION.** Collateral Agent covenants and agrees that it will at any time, upon request, execute and deliver any and all documents or information that may be necessary or desirable to perfect the title to any of the inventions or any of the Patents covered by this Assignment. Collateral Agent further warrants and represents that it has not entered into any prior assignment or contract relating to the Patents covered under this Assignment, and further warrants that no adverse claims exists against said Patents. Collateral Agent agrees to use its best efforts to do all things reasonably necessary to the prosecution of the patent applications which are covered by this Assignment.

5. **NO WAIVER.** No course of dealing, failure to exercise, or delay in the exercise of any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

6. **SEVERABILITY.** The provisions of this Assignment are several, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

7. **BENEFIT OF AGREEMENT.** The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

8. **ATTORNEYS' FEES.** If any action is commenced to construe this Agreement or to enforce the rights and remedies created herein, then the party prevailing in that action shall be entitled to recover its attorneys' fees and costs therein, as well as all costs and fees of enforcing any judgment entered therein.

9. **GOVERNING LAW.** The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of the State of California (without giving effect to its conflict of law rules).

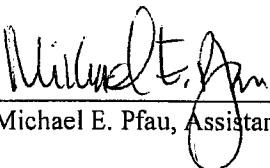
10. **COUNTERPARTS; ELECTRONIC SIGNATURES.** This Assignment may be executed in counterparts, each of which shall be deemed an original and both of which, taken together, shall constitute one and the same instrument, binding on each signatory thereto. A copy of this Assignment that is executed by a party and transmitted by that party to the other party by facsimile or as an attachment (e.g., in ".tif" or ".pdf" format) to an email shall be binding upon the signatory to the same extent as a copy hereof containing that party's original signature.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this Release and Assignment of Patents as of the day and year first written above.

"COMPANY:"

AGILE RF, INC., a Delaware corporation

By 
Michael E. Pfau, Assistant Secretary

Address and Facsimile No. for Notices:

Agile RF, Inc.
Attn: Chief Executive Officer
7127 Hollister Ave., #25A-336
Goleta, California 93117

Facsimile No.: (805) 571-8236

"COLLATERAL AGENT:"

CYCAD GROUP, LLC, a California limited liability company

By 
K. Leonard Judson, Manager and President

Address and Facsimile No. for Notices:

Cycad Group, LLC
Attn: K. Leonard Judson
1270 Coast Village Circle, Suite 100
Santa Barbara, California 93108

Facsimile No.: (805) 684-6511

SCHEDULE 1

SECURED PARTIES

Cycad Group, LLC

Mariposa Invest Holding AG

PATENT

REEL: 031515 FRAME: 0397

SCHEDULE 2

LIST OF PATENTS AND PATENT APPLICATIONS

ISSUED:

7,633,456 B2: Wafer Scanning Antenna With Integrated Unable Dielectric Phase Shifters; Registration:
December 15, 2009

7,276,993 B2: Analog Phase Shifter Using Cascaded Voltage Tunable Capacitor.
Registration: October 2, 2007

7,646,352 B2: Ultra-Wideband Log-Periodic Dipole Array With Linear Phase Characteristics.
Registration: January 12, 2010