

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT PURCHASE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
QST HOLDINGS, LLC	09/01/2011
RECEIVING PARTY DATA	
Name:	SVIRAL, INC.
Street Address:	1800 EMBARCADERO
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94303
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7653710
Patent Number:	8200799
Application Number:	13493216
Application Number:	13011763
CORRESPONDENCE DATA	
Fax Number:	
Email:	kfreeh@nixonpeabody.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	WAYNE L. TANG
Address Line 1:	300 SOUTH RIVERSIDE PLAZA
Address Line 2:	SUITE 1600
Address Line 4:	CHICAGO, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	047030 AND 046301 VARIOUS
NAME OF SUBMITTER:	WAYNE L. TANG
Signature:	/Wayne L. Tang, Reg. No. 36028/

CH \$160.00 7653710

PATENT

Date:

11/14/2013

Total Attachments: 13

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PATENT PURCHASE AGREEMENT

This PATENT PURCHASE AGREEMENT (“Agreement”) is entered into on September 1, 2011 (“*Effective Date*”) by and between **SVIRAL, INC.**, a corporation of the State of Delaware having a place of business at 1800 Embarcadero, Palo Alto, California, 94303 USA (“*Purchaser*”), and **QST Holdings, LLC** a Delaware Company, with an office at 1800 Embarcadero, Palo Alto, California, 94303 USA (“*Seller*”). In consideration for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. BACKGROUND

- 1.1 Seller owns certain Patents, applications for Patents, and patent application disclosures.
- 1.2 Seller wishes to sell its entire right, title and interest in such Patents, applications for Patents, and patent application disclosures to Purchaser.
- 1.3 Purchaser has had the time to investigate the Patents and has performed its due diligence in determining the validity and desirability of the Patents, applications for Patents, and patent application disclosures.
- 1.4 Purchaser has not relied upon any statements or representations, however communicated, made by Seller or Seller’s Agent in its determination, investigation, and due diligence performed on the Patents, applications for Patents, and patent application disclosures which is the subject of this agreement.

Based upon the above disclaimers contained in Sections 1.3 and 1.4 herein, Purchaser wishes to purchase the Patents, applications for Patents, and patent application disclosures, which is the subject of this agreement.

2. DEFINITIONS

- 2.1 “*Patents*” means those patents, applications for patents, and patent application disclosures listed in *Exhibit A* hereto, and all reissues, reexaminations, improvements, continuations, continuations-in-part, divisions, extensions of such patents, and any and all rights of priority to the patents, applications for patents, and patent application disclosures listed in *Exhibit A* hereto; and foreign counterparts to any of the foregoing including without limitation utility models.

3. TRANSFER OF PATENTS

- 3.1 Patent Assignment. Effective upon the Closing Date, Seller hereby sells, assigns, transfers and conveys to Purchaser all right, title and interest it has in and to the Patents, all inventions and discoveries described therein that are claimed by the Patents, and any and all existing or accrued causes of action of or relating to said Patents, including without limitation, and any and all existing or accrued causes of action for infringement of said Patents and all rights of Seller to collect royalties under such Patents.

3.2 Assignment of Causes of Action. Effective upon the Closing Date, Seller hereby sells, assigns, transfers and conveys to Purchaser all right, title and interest it has in and to all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Patents, and all inventions and discoveries described therein that are claimed by the Patents, including without limitation all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Patents, any and all existing or accrued causes of action for infringement of said Patents, including any and all rights to past and future royalties and past or future damages and all rights of Seller to collect royalties and damages under such Patents.

4. DELIVERY AND PAYMENT

4.1 Delivery. Concurrently herewith, Seller shall execute a Patent Assignment Agreement for the issued U.S. patents and pending U.S. patent applications suitable for recording with the United States Patent and Trademark Office and attached hereto as **Exhibit B**. On or within one (1) business day of the Closing Date (as defined below), Seller shall send, via Federal Express or other reliable overnight delivery service, to Purchaser the executed original of this Patent Assignment Agreement along with all files and original documents owned or controlled by Seller regarding the Patents including, without limitation, all prosecution files for all issued and all pending patent applications included in the Patents, and its own files regarding the issued Patents.

4.2 Payment. In consideration for the assignments referenced in Section 4.1 above, Purchaser shall, by no later than five (5) days of business from the later of the Effective Date or the date the obligations in Section 4.4(a) are satisfied, pay Seller the nonrefundable Patent Purchase Price of Fifty Thousand Dollars (US\$ 50,000.00). The date payment in full has been received will be considered the **Closing Date**. Seller will provide bank wire instructions to Purchaser within one (1) business day of the Effective Date.

4.3 Termination For Failure to Close. In the event the Closing Date does not occur within thirty (30) days of the Effective Date, Seller may, at its option, terminate this Agreement, ab initio, upon written notice to the Purchaser and Purchaser will return all materials provided by Seller within five (5) days of business from the date of notice of termination.

4.4 Further Assistance. (a) Within Fifteen (15) business days of the Effective Date, Seller shall file all papers and documents, take all lawful oaths and do all acts necessary with the U.S. Patent Office to maintain or obtain active status of the Patents; and (b) thereafter Seller hereby agrees to sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the recordation of the assignment of the Patents to Purchaser.

5. REPRESENTATIONS AND WARRANTIES

Except as specifically described on **Exhibit C** to this Agreement, Seller hereby represents and warrants to Purchaser that to the best of Seller's knowledge:

- 5.1 Authority. Seller has the right and authority to enter into this Agreement and to carry out its obligations hereunder.
- 5.2 Title and Contest. Seller has good and marketable title to the Patents, including without limitation all rights, title, and interest in the Patents to sue for infringement thereof. The Patents are free and clear of all liens, mortgages, security interests or other encumbrances, and restrictions on transfer. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patents.
- 5.3 Existing Licenses. Except for the two non-exclusive licenses which have been disclosed to and reviewed by Purchaser, no rights or licenses have been granted under the Patents.
- 5.4 Restrictions on Rights. To Seller's knowledge, Purchaser will not be subject to any covenant not to sue or similar restrictions on its enforcement or enjoyment of the Patents as a result of the transaction contemplated in this Agreement, or any prior transaction related to the Patents.
- 5.5 Enforcement. Seller has not put a third party on notice of actual or potential infringement of any of the Patents or considered enforcement action(s) with respect to any of the Patents.
- 5.6 Patent Office Proceedings. To Seller's knowledge, none of the Patents have been or are currently involved in any reexamination, reissue, interference proceeding, or any similar proceeding and that no such proceedings are pending or threatened.
- 5.7 Fees. To Seller's knowledge, all maintenance fees, annuities, and the like due on the Patents have been timely paid.
- 5.8 Validity and Enforceability. To Seller's knowledge, the Patents have never been found invalid or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding, and Seller does not know of and has not received any notice or information of any kind from any source suggesting that the Patents may be invalid or unenforceable.
- 5.9 DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, SELLER MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PATENTS OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.
- 6. MISCELLANEOUS**
- 6.1 Governing Law. Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of California without regard to principles of conflict of laws.

- 6.2 Jurisdiction. Each party hereby agrees to jurisdiction and venue in the courts of the State of California or the Federal courts sitting therein for all disputes and litigation arising under or relating to this Agreement.
- 6.3 Limitation on Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS, OR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.
- 6.4 Limitation of Liability. BOTH PARTIES AGREE THAT IT WOULD BE DIFFICULT TO CALCULATE ACTUAL DAMAGES AND HAVE AGREED THAT THE DAMAGES SET FORTH BELOW SHALL BE THE TOTAL DAMAGES EITHER PARTY IS ENTITLED UPON BREACH.
- (a) EXCEPT IN THE EVENT OF FRAUD, PURCHASER'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE THE PAYMENT OF FUNDS AS REQUIRED PURSUANT TO SECTION 3.
- (b) EXCEPT IN THE EVENT OF FRAUD, SELLER'S TOTAL LIABILITY UNDER THIS AGREEMENT, SHALL BE THE AMOUNTS PAID BY PURCHASER UNDER SECTION 3.
- (c) THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.
- 6.5 Compliance with Laws. Notwithstanding anything contained in this Agreement to the contrary, the obligations of the parties shall be subject to all laws, present and future, of any government having jurisdiction over the parties and this transaction, and to orders, regulations, directions or requests of any such government.
- 6.6 Confidentiality of Terms. The parties hereto shall keep the terms (but not existence) of this Agreement confidential and shall not now or hereafter divulge any of this information to any third party except: (a) with the prior written consent of the other party; (b) as otherwise may be required by law or legal process, including in confidence to legal and financial advisors in their capacity of advising a party in such matters; (c) during the course of litigation, so long as the disclosure of such terms and conditions are restricted in the same manner as is the confidential information of other litigating parties; or (d) in confidence to its legal counsel, accountants, banks and financing sources and their advisors solely in connection with complying with financial transactions; provided that, in (b) through (d) above, (i) the disclosing party shall use all legitimate and legal means available to minimize the disclosure to third parties, including without limitation seeking a confidential treatment request or protective order whenever appropriate or available;

and (ii) the disclosing party shall provide the other party with at least ten (10) days prior written notice of such disclosure.

6.7 Entire Agreement. The terms and conditions of this Agreement, including its exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No oral explanation or oral information by either party hereto shall alter the meaning or interpretation of this Agreement. No amendments or modifications shall be effective unless in a writing signed by authorized representatives of both parties. These terms and conditions will prevail notwithstanding any different, conflicting or additional terms and conditions which may appear on any purchase order, acknowledgment or other writing not expressly incorporated into this Agreement. This Agreement may be executed in two (2) or more counterparts, all of which, taken together, shall be regarded as one and the same instrument.

6.8 Notices: All notices required or permitted to be given hereunder shall be in writing, shall make reference to this Agreement, and shall be delivered by hand, or dispatched by prepaid air courier or by registered or certified airmail, postage prepaid, addressed as follows:

If to Seller

If to Purchaser

QST Holdings, LLC.

Sviral, Inc.

1800 Embarcadero

1800 Embarcadero

Palo Alto, CA 94303

Palo Alto, CA 94303

Attn: Chief Executive Officer

Attn: Chief Executive Officer

Such notices shall be deemed served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Either party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address.

6.9 Relationship of Parties. The parties hereto are independent contractors. Neither party has any express or implied right or authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third

party. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment or agency relationship between Seller and Purchaser.

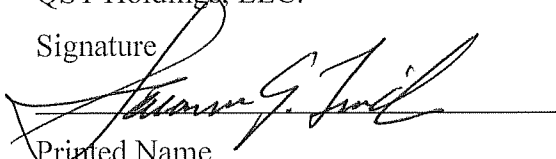
- 6.10 Severability. The terms and conditions stated herein are declared to be severable. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.
- 6.11 Waiver. Failure by either party to enforce any term of this Agreement shall not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the parties.
- 6.12 Assignment. The terms and conditions of this Agreement shall inure to the benefit of Purchaser, its successors, assigns and other legal representatives, and shall be binding upon Seller, its successor, assigns and other legal representatives.

In witness whereof, the parties have executed this Patent Purchase Agreement as of the Effective Date:

Seller

QST Holdings, LLC.

Signature



Printed Name

Larry Finch

Title

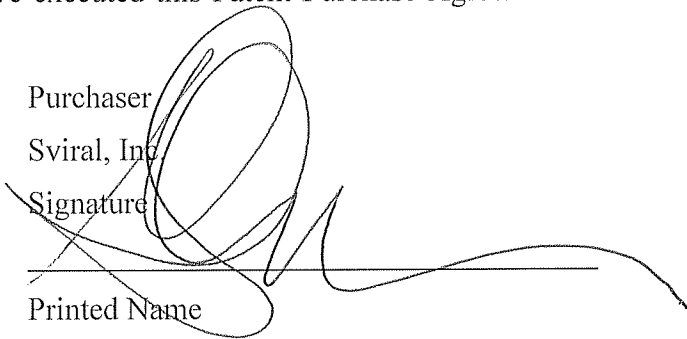
Board Director

Date: September 1, 2011

Purchaser

Sviral, Inc.

Signature



Printed Name

Gordon Campbell

Title

President & CEO

Date: September 1, 2011

Exhibit A

Patent Rights Assigned

Patent No.	Country	Filing Date	Title
6,874,079 (09/916,141)	US	07/25/2001	ADAPTIVE COMPUTING ENGINE WITH DATAFLOW GRAPH BASED SEQUENCING IN RECONFIGURABLE MINI-MATRICES OF COMPOSITE FUNCTIONAL BLOCKS
197948	Taiwan		ADAPTIVE COMPUTING ENGINE WITH DATAFLOW GRAPH BASED SEQUENCING IN RECONFIGURABLE MINI-MATRICES OF COMPOSITE FUNCTIONAL BLOCKS
7,653,710 (10/443,501)	US	05/21/2003	HARDWARE TASK MANAGER
Priority rights of 10/443,501 to 60/391,874	US	06/25/2002	DIGITAL PROCESSING ARCHITECTURE FOR AN ADAPTIVE COMPUTING MACHINE
12/367,690	US	02/09/2009	HARDWARE TASK MANAGER
13/204,164	US	08/04/2011	A METHOD AND APPARATUS FOR A COMPILER AND RELATED COMPONENTS FOR STREAM-BASED COMPUTATIONS FOR A GENERAL-PURPOSE, MULTIPLE-CORE SYSTEM
PCT/US2011/46766	PCT	08/04/2011	A METHOD AND APPARATUS FOR A COMPILER AND RELATED COMPONENTS FOR STREAM-BASED COMPUTATIONS FOR A GENERAL-PURPOSE, MULTIPLE-CORE SYSTEM
61/371,350	US	08/06/2011	A METHOD AND APPARATUS FOR A COMPILER AND RELATED COMPONENTS FOR STREAM-BASED COMPUTATIONS FOR A GENERAL-PURPOSE, MULTIPLE-CORE SYSTEM
13/011,763	US	01/21/2011	METHOD AND APPARATUS FOR A GENERAL-PURPOSE, MULTIPLE-CORE SYSTEM FOR IMPLEMENTINGS STREAM-BASED COMPUTATIONS
PCT/US2011/022152	PCT	01/21/2011	METHOD AND APPARATUS FOR A GENERAL-PURPOSE, MULTIPLE-CORE SYSTEM FOR IMPLEMENTINGS STREAM-BASED COMPUTATIONS

61/297,139	US	01/21/2010	METHOD AND APPARATUS FOR A GENERAL-PURPOSE, MULTIPLE-CORE SYSTEM FOR IMPLEMENTINGS STREAM-BASED COMPUTATIONS
Priority to 12/367,690	US		Nixon Peabody Attorney Docket No.: 046301/072400 (QST-072-4C)
Priority to 12/367,690	US		Nixon Peabody Attorney Docket No.: 046301/072500 (QST-072-5C)
Priority to 12/367,690	US		Nixon Peabody Attorney Docket No.: 046301/072600 (QST-072-6C)
Priority to 12/367,690	US		Nixon Peabody Attorney Docket No.: 046301/072700 (QST-072-7C)
Priority to 12/367,690	US		Nixon Peabody Attorney Docket No.: 046301/072800 (QST-072-8C)

Exhibit B

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, **Seller, QST Holdings, LLC**, having an office at 1800 Embarcadero Palo Alto, CA 94303 ("*Assignor*"), does hereby sell, assign, transfer and convey unto **SVIRAL, INC.**, having an office at 1800 Embarcadero Palo Alto, CA 94303 ("*Assignee*") or its designees, all of Assignor's right, title and interest in and to the patents and patent applications listed below, any and all counterpart foreign patents, applications and certificates of invention, and all reissues, re-examinations, renewals, continuations, continuations-in-part, divisions, extensions of any of the foregoing and any and all rights of priority to the patents, applications for patents (collectively "*Patent Rights*"):

Patent No.	Country	Filing Date	Title
6,874,079 (09/916,141)	US	07/25/2001	ADAPTIVE COMPUTING ENGINE WITH DATAFLOW GRAPH BASED SEQUENCING IN RECONFIGURABLE MINI-MATRICES OF COMPOSITE FUNCTIONAL BLOCKS
197948	Taiwan		ADAPTIVE COMPUTING ENGINE WITH DATAFLOW GRAPH BASED SEQUENCING IN RECONFIGURABLE MINI-MATRICES OF COMPOSITE FUNCTIONAL BLOCKS
7,653,710 (10/443,501)	US	05/21/2003	HARDWARE TASK MANAGER
Priority rights of 10/443,501 to 60/391,874	US	06/25/2002	DIGITAL PROCESSING ARCHITECTURE FOR AN ADAPTIVE COMPUTING MACHINE
12/367,690	US	02/09/2009	HARDWARE TASK MANAGER
13/204,164	US	08/04/2011	A METHOD AND APPARATUS FOR A COMPILER AND RELATED COMPONENTS FOR STREAM-BASED COMPUTATIONS FOR A GENERAL-PURPOSE, MULTIPLE-CORE SYSTEM
PCT/US2011/ 46766	PCT	08/04/2011	A METHOD AND APPARATUS FOR A COMPILER AND RELATED COMPONENTS FOR STREAM-BASED COMPUTATIONS FOR A GENERAL-PURPOSE, MULTIPLE-CORE SYSTEM
61/371,350	US	08/06/2011	A METHOD AND APPARATUS FOR A COMPILER AND RELATED COMPONENTS FOR STREAM-BASED COMPUTATIONS FOR A GENERAL-PURPOSE, MULTIPLE-CORE SYSTEM

13/011,763	US	01/21/2011	METHOD AND APPARATUS FOR A GENERAL-PURPOSE, MULTIPLE-CORE SYSTEM FOR IMPLEMENTINGS STREAM-BASED COMPUTATIONS
PCT/US2011/022152	PCT	01/21/2011	METHOD AND APPARATUS FOR A GENERAL-PURPOSE, MULTIPLE-CORE SYSTEM FOR IMPLEMENTINGS STREAM-BASED COMPUTATIONS
61/297,139	US	01/21/2010	METHOD AND APPARATUS FOR A GENERAL-PURPOSE, MULTIPLE-CORE SYSTEM FOR IMPLEMENTINGS STREAM-BASED COMPUTATIONS
Priority to 12/367,690	US		Nixon Peabody Attorney Docket No.: 046301/072400 (QST-072-4C)
Priority to 12/367,690	US		Nixon Peabody Attorney Docket No.: 046301/072500 (QST-072-5C)
Priority to 12/367,690	US		Nixon Peabody Attorney Docket No.: 046301/072600 (QST-072-6C)
Priority to 12/367,690	US		Nixon Peabody Attorney Docket No.: 046301/072700 (QST-072-7C)
Priority to 12/367,690	US		Nixon Peabody Attorney Docket No.: 046301/072800 (QST-072-8C)

In addition, Assignor agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) the right to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding.

Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

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IN WITNESS WHEREOF this Assignment of Patent Rights is executed at _____ on
September __, 2011.

ASSIGNOR

QST Holdings, LLC

By:

Name: Gordon A. Campbell

Title: President & CEO

(Signature MUST be notarized)

State of California County of
SANTA CLARA
Subscribed and sworn to (or affirmed)
before me on this 29 day of MAR, 2012 by
GORDON A. CAMPBELL
proved to me on the basis of satisfactory evidence
to be the person(s) who subscribed before me.
Signature: Paul J. Kiefer
(Seal)



Exhibit C

Exceptions to Seller's Representations

5.3 Two non-exclusive licenses.