

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>SERGEY VELICHKO</td> <td>11/26/2013</td> </tr> <tr> <td>GENNADIY AGRANOV</td> <td>07/20/2011</td> </tr> </tbody> </table>		Name	Execution Date	SERGEY VELICHKO	11/26/2013	GENNADIY AGRANOV	07/20/2011				
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Aptina Imaging Corporation</td> </tr> <tr> <td>Street Address:</td> <td>190 Elgin Avenue</td> </tr> <tr> <td>City:</td> <td>George Town, Grand Cayman</td> </tr> <tr> <td>State/Country:</td> <td>CAYMAN ISLANDS</td> </tr> <tr> <td>Postal Code:</td> <td>KY1-9005</td> </tr> </table>		Name:	Aptina Imaging Corporation	Street Address:	190 Elgin Avenue	City:	George Town, Grand Cayman	State/Country:	CAYMAN ISLANDS	Postal Code:	KY1-9005
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PROPERTY NUMBERS Total: 1											
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Application Number:	14092611										
CORRESPONDENCE DATA											
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NAME OF SUBMITTER:	VICTORIA AVALOS										
Signature:	/Victoria Avalos/										
Date:	12/03/2013										

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Total Attachments: 8

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A S S I G N M E N T

WHEREAS, We, Sergey Velichko and Gennadiy Agranov, residing respectively at 2502 Chitwood Way, Boise, Idaho 83704 and 1464 Padres Drive, San Jose, California 95125, have made an invention entitled:

VIDEO AND 3D TIME-OF-FLIGHT IMAGE SENSORS

and

(1) are about to make an application for United States Letters Patent therefor, the same having been executed by us on even date herewith

OR

(2) have made an application for United States Letters Patent therefor, the same having been filed on (_____) under Application No. (_____), in connection with which we hereby authorize and request the assignee's attorneys associated with Customer Number 86929 to insert within the foregoing parentheses the filing date and Application No. of said application when known; and

WHEREAS, APTINA IMAGING CORPORATION, a corporation organized and existing under the laws of the State of Cayman Islands and having an address of 190 Elgin Avenue, George Town, Grand Cayman, Cayman Islands KY1-9005, is desirous of acquiring the entire interest in said invention, said United States patent application and in any Letters Patent which may issue thereon;

NOW, THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) paid, and

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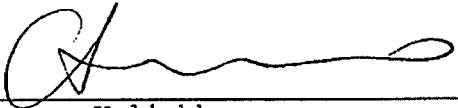
other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we do hereby sell, assign and transfer unto the said APTINA IMAGING CORPORATION, its successors, assigns and legal representatives, all right, title and interest in and to said invention and any improvements thereon for all countries of the world, and in and to said United States patent application, including any continuations, continuations-in-part and divisions thereof, and any substitute applications therefor, and including the right to claim priority under the International Convention based on said patent application, and any patent which may issue thereon, and any reissues of the same; and all right, title and interest in and to every patent application filed or to be filed on said invention in any other country, including renewals, revivals, continuations and divisions thereof, and any substitute applications therefor, and any and all patents which may issue thereon, and any reissues and extensions of the same;

and we hereby authorize and request competent authorities to grant and issue any and all patents on said invention to the said APTINA IMAGING CORPORATION as the assignee of the entire interest therein; and we further agree to execute upon request of the assignee such additional documents, if any, as are necessary and proper to secure patent protection on said invention throughout all countries of the world, and to otherwise give full effect to and perfect the rights of the assignee under this Assignment.

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IN TESTIMONY WHEREOF, we have hereunto signed our names on the dates indicated hereinafter.

11/26/13
Date


Sergey Velichko

Date

Gennadiy Agranov



CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT

In consideration of, and as a condition to, my employment, continued employment or contracting relationship with APTINA, LLC, or its affiliated companies (hereinafter collectively referred to as "Aptina"), I hereby agree as follows:

1. Disclosure of Information.

- A. I understand that in connection with my employment by or service to Aptina, I may receive, develop, or otherwise acquire information that is confidential or secret. I agree not to disclose or use, directly or indirectly, during or after the period of my employment by or service to Aptina, any Confidential Information (as defined below) of Aptina, or any parent, subsidiary, affiliate, customer or supplier of Aptina or such parent, subsidiary or affiliate, or of parties with whom Aptina has entered into a confidentiality or non-disclosure agreement, except for and on behalf of Aptina in compliance with Aptina's policies regarding confidentiality and nondisclosure agreements and solely within the scope of my employment or service to Aptina. "Confidential Information" means information that relates to inventions, technology, products, product specifications, processes, procedures, performance and yield data, cost and financial information, marketing and business plans, customer lists, employees, construction plans and schedules, manufacturing, tool sets, wafer capacities, product mix, facility specifications, design concepts, masks, reticles, materials used or generated or any other information that is not generally known to the public, or which is labeled "Confidential" (or with a similar legend) or is otherwise of a secret or confidential nature. This obligation shall be in force unless and until such Confidential Information becomes generally available to the public by publication or other legal means, but not as a result of unlawful use or publication.
- B. I agree to take reasonable safeguards to protect Confidential Information, including, but not limited to:
1. Accessing only such Confidential Information as is necessary to perform my duties and limiting access of Confidential Information under my control to such other employees or agents of Aptina who have a reasonable need to know to perform their duties to Aptina.
 2. Maintaining in a safe place all documents, drawings, writings and data in any form which contain Confidential Information and utilizing the Confidential Information only as needed to perform my duties to Aptina.
- C. Upon termination of my employment or service with Aptina, I will leave with Aptina all documents, records, notebooks, or other repositories containing Confidential Information, including copies thereof, then in my possession or control, whether prepared by myself or others.

2. Assignment of Intellectual Property.

- A. **Intellectual Property:** All of my right, title and interest (including, to the extent assignable, all Moral Rights (as defined below)) in and to all inventions, discoveries, ideas, processes, works of authorship, mask works, drawings, logos, developments, concepts, and improvements (hereinafter "Intellectual Property"), whether or not patentable, copyrightable, or subject to other forms of protection, made, created, developed, written, reduced to practice, or conceived by me, in whole or

in part, either solely or jointly with others, during the period of time I am in the employ of or providing service to Aptina, whether during or outside of regular working hours or such hours as I provide services to Aptina, shall be considered the sole and exclusive property of Aptina. This shall apply to Intellectual Property made, created, developed, written, reduced to practice, either:

1. within the scope of such employment or engagement;
2. with the aid, assistance, or use of Aptina's resources, equipment, supplies, facilities or proprietary information;
3. as a result of or in connection with any work, services, or duties performed by me for Aptina;
4. relating to the actual or anticipated business, research, or development of Aptina; or
5. relating to the industry or trade of Aptina.

I also hereby forever waive and agree never to assert any Moral Rights I may have in or with respect to any such Intellectual Property, even after termination of my employment with or services to Aptina. "Moral Rights" means any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, regardless of whether or not such right is denominated or generally referred to as a "moral right."

B. Works of Authorship: I acknowledge that all works of authorship which are made by me, either solely or jointly with others, within the scope of and during the period of my employment with Aptina or within the scope of and during the period I am providing service to Aptina and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act, and are owned by Aptina by operation of law.

C. Labor Code 2870 Notice: I have been notified and understand that the provisions of Sections A & B, above, do not apply to any Intellectual Property that qualifies fully under the provisions of Section 2870 of the California Labor Code, which states as follows:

1. Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(a) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(b) Result from any work performed by the employee for the employer.

2. To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (1), the provision is against the public policy of California and is unenforceable in California.

D. Disclosure/Assistance: I shall promptly disclose Intellectual Property to Aptina and shall acknowledge and promptly deliver to Aptina, without charge to Aptina but at its expense, such written instruments and do such other acts, including the disclosure to Aptina of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Aptina shall deem necessary in order to apply for and obtain and to assign and convey to Aptina, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to Intellectual Property, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto.

- E. **Power of Attorney:** If Aptina is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue an application for any United States or foreign patents or copyright registrations covering Intellectual Property assigned to Aptina as set forth above, then I hereby irrevocably designate and appoint Aptina and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.
- F. **Records:** I agree to keep and maintain adequate and current written records of all Intellectual Property covered by Section A, above, made by me, either solely or jointly with others, during the term of my employment with or service to Aptina. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Aptina. The records will be available to and remain the sole property of Aptina at all times.
- G. **Return of Records and Property:** I agree that, at the time of leaving the employ of Aptina or at the time of ending my service to Aptina, I will deliver to Aptina (and will not keep in my possession, recreate or deliver to any third party) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with or service to Aptina or otherwise belonging to Aptina, any parent, subsidiary, affiliate, customer or supplier of Aptina or their successors or assigns.

3. **Stock Trading.** I acknowledge and agree that any of the following activities constitutes a breach of my obligations under this Agreement: (a) trading securities of Aptina or its affiliates based on Confidential Information, (b) trading securities of any Aptina customer, supplier or other third-party based on Confidential Information, or (c) disclosing Confidential Information to any other person under circumstances in which it is reasonably foreseeable that such person will purchase or sell securities of Aptina, its affiliates, customers, suppliers or other third-parties.

4. **Obligations to Other Parties.** I certify that I am entitled to enter into this Agreement and enter into employment by, or provide service to, Aptina and that I am not thereby breaching any invention assignment, proprietary information, non-solicitation, non-competition, or other agreement or obligation I have with, or obligation I have to, any other party. I will not disclose to Aptina any confidential information belonging to any other party, including confidential information that I learned as a result of any previous employment, unless I am expressly authorized to do so by the owner of such confidential information.

5. **Non-Solicitation.** I agree that during the period of my employment by, or service to, Aptina and for two (2) years thereafter I will not directly or indirectly initiate contact with any employee of Aptina or any parent, subsidiary or affiliate of Aptina ("Aptina Employees") for purposes of recruiting that employee, or any other Aptina employee, for an employment or contract opportunity. I also will not directly or indirectly provide the names, addresses, phone numbers or other pertinent information concerning Aptina Employees to anyone for purposes of recruiting said employees.

6. **Company Opportunities; Duty Not to Compete.** During the period of my employment or service to Aptina, I will at all times devote my best efforts to the interests of Aptina, and I will not, without the prior written consent of Aptina, engage in, or encourage or assist others to engage in, any other employment or activity that: (i) would divert from Aptina any business opportunity in which Aptina can reasonably be expected to have an interest; (ii) would compete with, or involve preparation to compete with, the current or future business of Aptina; or (iii) would otherwise conflict with Aptina's interests or could cause a disruption of its operations or prospects.

7. **Use of Name & Likeness.** I hereby authorize Aptina to use, reuse, and to grant others the right to use and reuse, my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed,

both during and after my employment, for any purposes related to Aptina's business, such as marketing, advertising, credits, and presentations.

8. **Notification.** I hereby authorize Aptina, during and after the termination of my employment with or services to Aptina, to notify third parties, including, but not limited to, actual or potential customers or employers, of the terms of this Agreement and my responsibilities hereunder.

9. **Injunctive Relief.** I understand that a breach or threatened breach of this Agreement by me may cause Aptina to suffer irreparable harm and that Aptina will therefore be entitled to injunctive relief to enforce this Agreement.

10. **Governing Law; Jurisdiction; Severability.** This Agreement will be governed by and construed in accordance with the laws of the State of California without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction. The parties hereby consent to exclusive venue and jurisdiction for actions hereunder in the state and federal courts in Santa Clara County, California. If any provision of this Agreement is invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible, given the fundamental intentions of the parties when entering into this Agreement. To the extent such provision cannot be so enforced, it will be stricken from this Agreement, and the remainder of this Agreement will be enforced as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

11. **Counterparts; Entire Agreement.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together will constitute one and the same agreement. This Agreement is intended to supplement, and not to supersede, any rights Aptina may have in law or equity or under existing contractual arrangements with respect to the duties of its employees and the protection of its Intellectual Property, and such contractual arrangements shall continue in full force and effect. In the event of a conflict between this Agreement and any other agreement, the terms of this Agreement will control.

12. **Amendment and Waiver.** This Agreement may be amended only by a written agreement executed by Aptina. No amendment or waiver of, or modification of any obligation under, this Agreement will be enforceable unless specifically set forth in a writing signed by the party against which enforcement is sought. A waiver by Aptina of any of the terms and conditions of this Agreement in any instance will not be deemed or construed to be a waiver of such term or condition with respect to any other instance, whether prior, concurrent or subsequent.

13. **Successors and Assigns; Assignment.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will bind and benefit the parties and their respective successors, assigns, heirs, executors, administrators, and legal representatives. Aptina may assign any of its rights and obligations under this Agreement. I understand that I will not be entitled to assign or delegate this Agreement or any of my rights or obligations hereunder, whether voluntarily or by operation of law, except with the prior written consent of Aptina.

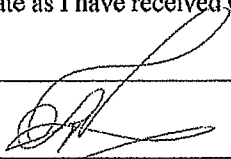
14. **Further Assurances.** The parties will execute such further documents and instruments and take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement. Upon termination of my employment with or services to Aptina, I will execute and deliver a document or documents in a form reasonably requested by Aptina confirming my agreement to comply with the post-employment or post-service obligations contained in this Agreement.

15. **Acknowledgement.** I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with this Agreement.

16. **"At Will" Employment.** I understand that (i) this Agreement does not constitute a contract of employment or obligate Aptina to employ me for any stated period of time; (ii) I am an "at will" employee of Aptina and that my employment can be terminated at any time, with or without notice and with or without

cause, for any reason or for no reason, by either Aptina or by me; (iii) any statements or representations to the contrary are ineffective, unless put into a writing signed Aptina and (iv) my participation in any stock option or benefit program is not to be construed as any assurance of continuing employment for any particular period of time.

17. **Effective Time.** This Agreement is and will be effective on and after my first day of employment by, or service to, Aptina, or such earlier date as I have received Confidential Information covered by this Agreement.

Signature:	
Printed Name:	Gennadiy Agranov
Aptina ID:	0237
Date:	July 20, 2011