

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2796871

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FLEXTRONICS INTERNATIONAL USA, INC.	06/28/2012
RECEIVING PARTY DATA	
Name:	DigitalOptics Corporation
Street Address:	3025 Orchard Parkway
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95134
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13735427
CORRESPONDENCE DATA	
Fax Number:	(269)279-8830
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
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Correspondent Name:	LARRY E. HENNEMAN, JR.
Address Line 1:	70 N. MAIN ST.
Address Line 4:	THREE RIVERS, MICHIGAN 49093
ATTORNEY DOCKET NUMBER:	0156-015C2
NAME OF SUBMITTER:	LARRY E. HENNEMAN, JR.
SIGNATURE:	/Larry E. Henneman, Jr./
DATE SIGNED:	04/02/2014
Total Attachments: 7	
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PATENT

PATENT ASSIGNMENT

This Patent Assignment (the "Assignment") is made and entered into this 28th day of June, 2012 (the "Effective Date"), by and between **FLEXTRONICS INTERNATIONAL USA, INC.**, a California corporation, ("Assignor") and **DIGITALOPTICS CORPORATION**, a Delaware corporation ("Assignee"). Each of Assignor and Assignee are sometimes referred to herein individually, as a "Party" and, together as the "Parties." Defined terms not specifically defined herein shall have the meanings ascribed to them in the Stock and Asset Purchase Agreement, dated as of March 1, 2012, as amended (the "Purchase Agreement"), by and among Flextronics International Ltd., a public company limited by shares organized under the laws of the Republic of Singapore ("Seller"), Assignee and Tessera Technologies, Inc., a Delaware corporation. Any capitalized terms used in this Assignment but not defined shall have the same meaning as ascribed thereto in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to cause Assignor to assign to Assignee the Transferred Patents owned by Assignor (the "Assigned Patents"); and

WHEREAS, to effect the transfer of the Assigned Patents as contemplated in the Purchase Agreement, Assignor and Assignee desire to enter into this Assignment.

NOW, THEREFORE, in consideration of the mutual promises of the Parties, and for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee and its successors and assigns, all of the worldwide right, title, and interest of Assignor in and to the patents and patent applications (including any patent applications resulting from invention disclosures) comprising the Transferred Patents listed on Exhibit A (including all members of the Patent Family of such Patents that may not be listed on Exhibit A and any patents resulting from the invention disclosure listed on Exhibit A) and the inventions disclosed therein, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for the subject matter thereof, and to any continuation, continuation-in-part, division, renewal, extension, substitute, re-examination or reissue thereof or any legal equivalent in the United States or a foreign country for the full term or terms for which the same may be granted, including all causes of actions, claims and demands or other rights for, or arising from, any infringement, including past infringement, all rights of priority (including the right to claim the priority date of any of the Transferred Patents) under any international conventions and any other international agreements to which the United States adheres, all income, royalties, damages, claims, including the right to sue, and payments now or hereafter due or payable with respect thereto, and all rights corresponding thereto throughout the world.

2. Assistance and Cooperation. Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment, including but not limited to executing all documents and doing all such acts and things as Assignee may in its absolute discretion consider necessary or desirable to enable letters patent or any other form of protection to be issued in respect of any of said Assigned Patents and the inventions disclosed therein in any part of the world and to vest the same in the name of Assignee; provided that Assignor's obligation hereunder shall be limited at all times to obtaining the cooperation, if needed, of then current employees at such employee's place of employment.

3. Perfection and Recordation. Assignor shall prepare all paperwork that is necessary to perfect and record the assignments of the Assigned Patents in the various jurisdictions, and Assignor shall be responsible for all expenses, including recordation expenses, associated therewith (but excluding any costs incurred by Assignee in the preparation or review of such paperwork).

4. Conflicts. Notwithstanding any other provisions of this Assignment to the contrary, each of Assignee and Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, conditions, indemnities, rights and remedies contained in the Purchase Agreement shall not be superseded, modified, replaced, amended, changed, rescinded, or in any way affected hereby, but shall remain in full force and effect to the full extent provided in the Purchase Agreement. This Assignment is subject to and controlled by the terms of the Purchase Agreement, and in the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Further Actions. Assignor covenants and agrees, at its own expense, to execute and deliver, at the request of Assignee, such further instruments of transfer and assignment and to take such other actions as reasonably requested by Assignee to more effectively consummate the assignments and assumptions contemplated by this Assignment; provided that after the date hereof, Assignor's obligation hereunder shall be limited at all times to obtaining the cooperation, if needed, of then current employees at such employee's place of employment to effectuate such transfer and assignment.

6. Governing Law. This Assignment and any disputes hereunder shall be governed by and construed in accordance with the domestic laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of California.

7. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, by telecopy with answer back, by express or overnight mail delivered by a nationally recognized air courier (delivery charges prepaid), by registered or certified mail (postage prepaid, return receipt requested) or by e-mail with receipt confirmed by return e-mail to the respective Parties as set forth below, or such other address as set forth in Purchase Agreement, in the same manner, by such Party. Any notice or communication delivered in person shall be deemed effective on delivery. Any notice or communication sent by e-mail, telecopy or by air courier shall be deemed effective on the first business day following the day on which such notice or communication was sent. Any notice or communication sent by registered or certified mail shall be deemed effective on the third business day following the day on which such notice or communication was mailed.

8. Binding Assignment. No Party may, directly or indirectly, in whole or in part, whether voluntarily or involuntarily or by operation of law or otherwise, assign or transfer this Assignment and the rights granted to it hereunder without the other Party's prior written consent, which consent may be granted or refused at the other Party's sole discretion. Notwithstanding the foregoing, either Party may assign this Assignment and the rights granted to it hereunder, subject to its obligations, to a successor in interest without the consent of the other Party upon any merger, acquisition, reorganization, change of control, or sale of all or substantially all of the assets or business of such Party or the sale of all or substantially all of the camera module assets or the business. Any assignment or attempted assignment in violation of this Section shall be null and void from the beginning, and shall be deemed a material breach of this Assignment.

9. Relationship Between Parties. Assignee and Assignor shall at all times and for all purposes be deemed to be independent contractors and neither Party, nor either Party's employees, representatives, subcontractors or agents, shall have the right or power to bind the other Party. This Assignment shall not itself create or be deemed to create a joint venture, partnership or similar association between Assignee and Assignor or either Party's employees, representatives, subcontractors or agents.

10. Third Party Beneficiaries. The terms and provisions of this Assignment are intended solely for the benefit of Assignee and its Affiliates, on the one hand, and Assignor and its Affiliates, on the other hand. It is not the intention of the Parties to confer third-party beneficiary rights upon any other person or entity, and this Assignment does not (shall not be construed to) confer any right or cause of action in, upon or on behalf of any other person or entity, and no person or entity (including any of employee or former employee of any of the Parties) other than Assignee or its Affiliates and Assignor or its Affiliates shall be entitled to rely on any provision of this Assignment in any action proceeding, hearing or other forum.

11. Severability. In the event that any clause, sub-clause or other provision contained in this Assignment shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such clause, sub-clause or other provision shall to that extent be severed from the remaining clauses and provisions, or the remaining part of the clause in question, which shall continue to be valid and enforceable to the fullest extent permitted by law.

12. No Waiver; Remedies Cumulative. Failure or neglect by a Party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of such Party's rights hereunder nor in any way affect the validity of the whole or any part of this Assignment nor prejudice such Party's rights to take subsequent action. All rights and remedies conferred under this Assignment or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently.

13. Amendment. Any term of this Assignment may be amended, modified, rescinded, canceled or waived, in whole or in part, only by a written instrument signed by each of the Parties' authorized representatives or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Section shall be binding upon the Parties and their respective successors and assigns.

14. Counterparts. This Assignment may be executed in two or more counterparts, all of which, taken together, shall be considered to be one and the same instrument.

15. Headings; Construction. The headings to the clauses, sub-clauses and parts of this Assignment are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Assignment. The terms "this Assignment," "hereof," "hereunder" and any similar expressions refer to this Assignment and not to any particular Section or other portion hereof. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this Assignment. As used in this Assignment, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation" and "discretion" means sole discretion.

16. Entire Assignment. With the exception of the Purchase Agreement and the Ancillary Agreements, this Assignment supersedes any arrangements, understandings, promises or agreements made or existing between the Parties prior to or simultaneously with this Assignment and, together with the Purchase Agreement and the Ancillary Agreements, constitutes the entire understanding between the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the Effective Date.

FLEXTRONICS INTERNATIONAL USA, INC

By: Timothy Stewart
Name: Timothy Stewart
Title: Vice President and Secretary

ACKNOWLEDGEMENT:

STATE OF CALIFORNIA)
COUNTY OF) SS:

See Attached

On _____ before me _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Santa Clara

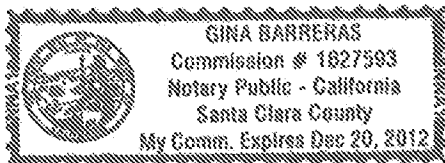
On 6/26/2012 before me, Gina Barreras, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Timothy Stewart
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature: Gina Barreras
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

Exhibit A Assigned Patents

Jurisdiction	Title	Application No.	Publication No.	Patent No.	Filing Date	Issue Date
WO	ACTUATED STEPPER LENS CAMERA MODULE	PC1/US07/024523	2008070125		12/13/2007	
US	ALTERNATIVE PROCESS TO SHELLCASE CF STYLE PACKAGING					
US	ATTACHING PASSIVE COMPONENTS TO A SEMICONDUCTOR DIE	60/891,655			2/26/2007	
US	ATTACHMENT OF WAFER LEVEL OPTICS	61/030,937			2/22/2008	
US	AUTO FOCUS/ZOOM MODULES USING WAFER LEVEL OPTICS	60/925,947			4/24/2007	
US	AUTOFOCUS CAMERA MODULE PACKAGING WITH CIRCUITRY-INTEGRATED ACTUATOR SYSTEM	61/446,156			2/24/2011	
US	AUTOFOCUS-ZOOM CAMERA MODULE INTEGRATING LCD MODULE AS HIGH SPEED SHUTTER	61/446,151			2/24/2011	
US	CALIBRATION TECHNIQUES FOR CAMERA MODULE	61/156,692			3/2/2009	
US	CAMERA MODULE INCLUDING PASSIVE COMPONENT ALIGNMENT SYSTEM AND METHOD OF MANUFACTURE					
US	CAMERA MODULE WITH CONTAMINATION REDUCTION FEATURE	60/864,348				
US	CAMERA MODULE WITH PROTECTIVE AIR VENTILATION CHANNEL	61/450,040			3/7/2011	
US	CAMERA MODULE WITH THREADLESS LENS BARREL ENGAGEMENT DESIGN	13/470,098			5/11/2012	
US	CAMERA MODULE WITH THREADLESS LENS BARREL ENGAGEMENT DESIGN	63/485,276			5/11/2012	
US	COMBINATION MIRROR-DUST PROTECTOR SHUTTER FOR A 3X ZOOM CAMERA					
US	DEVICE AND METHOD FOR ASSEMBLING CAMERA MODULES					
EP	DIGITAL CAMERA CALIBRATION METHOD	7863264.3	2103150		12/27/2007	
JP	DIGITAL CAMERA CALIBRATION METHOD	2009-544094	2010515367		12/27/2007	
US	DIGITAL CAMERA CALIBRATION METHOD	11/647,540	20080158362	8094195	12/28/2006	1/10/2012
WO	DIGITAL CAMERA CALIBRATION METHOD	PC1/US07/026360	2008085489		12/27/2007	
CN	DUAL LENS DIGITAL ZOOM	201010000000	101902572		5/4/2010	
CN	EXTERNAL ADJUSTMENT MECHANISM FOR A CAMERA LENS AND ELECTRONIC IMAGER	200680040738.4	101300515		9/18/2006	
EP	EXTERNAL ADJUSTMENT MECHANISM FOR A CAMERA LENS AND ELECTRONIC IMAGER	6801604.5	1932045		9/18/2006	
US	EXTERNAL ADJUSTMENT MECHANISM FOR A CAMERA LENS AND ELECTRONIC IMAGER	11/228,010	20070058964	7644689	9/15/2005	3/23/2010
WO	EXTERNAL ADJUSTMENT MECHANISM FOR A CAMERA LENS AND ELECTRONIC IMAGER	PCT/US06/035852	2007035418		9/14/2006	
TW	EXTERNAL ADJUSTMENT MECHANISM FOR A CAMERA LENS ELECTRONIC IMAGER	9513082B	200710529		8/21/2006	
US	FLIP-CHIP CAMERA MODULE AND METHOD OF MANUFACTURE					
US	GLASS-ON-DIE ATTACHMENT METHOD FOR IMAGE SENSOR	12/136,033			6/9/2008	
US	GLASS-ON-DIE ATTACHMENT METHOD FOR IMAGE SENSOR	60/942,953			6/8/2007	
US	INTEGRATED CAMERA MODULE AND METHOD OF MANUFACTURE					
CA	INTEGRATED LENS AND CHIP ASSEMBLY FOR A DIGITAL CAMERA	2556477	2556477		8/16/2006	
CN	INTEGRATED LENS AND CHIP ASSEMBLY FOR A DIGITAL CAMERA	200580088990.2	101124813		9/20/2006	
EP	INTEGRATED LENS AND CHIP ASSEMBLY FOR A DIGITAL CAMERA	5713765.5	1726157		2/18/2005	
TW	INTEGRATED LENS AND CHIP ASSEMBLY FOR A DIGITAL CAMERA	94104486	200530731	1258052	2/16/2005	
US	INTEGRATED LENS AND CHIP ASSEMBLY FOR A DIGITAL CAMERA	10/784,102	7872586		2/25/2004	1/18/2011
US	INTEGRATED LENS AND CHIP ASSEMBLY FOR A DIGITAL CAMERA	12/930,822	20110115974		1/15/2011	
WO	INTEGRATED LENS AND CHIP ASSEMBLY FOR A DIGITAL CAMERA	PCT/US05/005199	2005081853		2/18/2005	
CN	INTEGRATED LENS FOR DIGITAL CAMERA AND CHIP ASSEMBLY	200910170632.1	101656218		9/1/2009	
US	LENS HOUSING WITH INTEGRATED IR FILTER					
US	LENS MOUNTED IMAGE CAPTURE DEVICE AND METHOD OF MANUFACTURE					
US	LENS TO HOUSING ATTACHMENT DESIGN TO REDUCE SENSOR CONTAMINATION AND ALLOW LENS FOCUSING ALONG WITH ITS TILT AND TIP ALIGNMENT					
US	METHOD AND STRUCTURE FOR INTERCONNECTING MULTIPLE DIES IN A CAMERA MODULE					
EP	METHOD FOR MANUFACTURING CAMERA MODULES AND SUBSTRATE COMPRISING A PLURALITY OF CAMERA INTEGRATED CIRCUIT CHIPS	10177430.5	2665000		9/17/2010	
EP	METHOD OF ALIGNING THE UPPER AND LOWER CENTERING BELLS OF A LENS DOUBLET ASSEMBLY MACHINE	6813247.1	1924875		7/28/2006	
US	METHOD OF ALIGNING THE UPPER AND LOWER CENTERING BELLS OF A LENS DOUBLET ASSEMBLY MACHINE	11/495,320	20070037485	7508606	7/28/2006	3/24/2009
WO	METHOD OF ALIGNING THE UPPER AND LOWER CENTERING BELLS OF A LENS DOUBLET ASSEMBLY MACHINE	PC1/US06/029573	2007016414		7/28/2006	
US	METHOD OF MOLDING AN OPTICAL LENS USING A CAM ACTION PROCESS					
US	MICRO CAMERA MODULE WITH DISCRETE MANUAL FOCAL POSITIONS	12/317,295	20090110385	7873269	11/22/2009	1/18/2011
US	MICRO CAMERA MODULE WITH DISCRETE MANUAL FOCAL POSITIONS	12/930,799	20110116779		1/18/2011	1/18/2011
US	MINIATURIZED ZOOM MODULE WITH ROTATIONAL PIEZO ACTUATOR WITH ANTI-LOCK FEATURE, EVEN FORCE DISTRIBUTION, SHOCK DAMAGE PREVENTION AND A NOVEL POSITION SENSING METHODS	60/836,616			8/8/2006	
US	MOBILE IMAGING LENS					
US	MULTI-DIRECTION SFR MEASUREMENT SYSTEM	61/887,895			5/19/2011	
US	MULTI-DIRECTION SFR MEASUREMENT SYSTEM	13/476,620			5/21/2012	
CA	POP UP PRISM LENS ASSEMBLY	2572507	2572507		6/22/2005	
CN	POP UP PRISM LENS ASSEMBLY	200580028701.5	101010613		6/22/2005	
EP	POP UP PRISM LENS ASSEMBLY	5766980.5	1766471		6/22/2005	
JP	POP UP PRISM LENS ASSEMBLY	2007-520926	2007520928	4685986	6/22/2005	5/18/2011
TW	POP UP PRISM LENS ASSEMBLY	94118742	2006007780		6/17/2005	
US	POP UP PRISM LENS ASSEMBLY	10/864,869	20060091759	7386613	7/12/2004	6/17/2008
US	POP UP PRISM LENS ASSEMBLY	12/157,996	20080252770		6/16/2008	
WO	POP UP PRISM LENS ASSEMBLY	PCT/US05/022056	2006014235		6/22/2005	
US	SMALL FORM FACTOR MODULES USING WAFER LEVEL OPTICS WITH BOTTOM CAVITY AND FLIP-CHIP ASSEMBLY	60/925,946			4/24/2007	
US	SYSTEM AND METHOD FOR CONNECTING AUTO-FOCUS ACTUATOR AND SUBSTRATE					
US	SYSTEM AND METHOD FOR LATERALLY ALIGNING A LENS MODULE WITH AN IMAGE SENSOR					
US	SYSTEM AND METHOD FOR MOUNTING A PARTICLE TRAP IN A CAMERA MODULE					
CA	SYSTEM AND METHOD FOR MOUNTING AN IMAGE CAPTURE DEVICE ON A FLEXIBLE SUBSTRATE	2571345			6/22/2005	
CN	SYSTEM AND METHOD FOR MOUNTING AN IMAGE CAPTURE DEVICE ON A FLEXIBLE SUBSTRATE	200580028176.7	101432759		6/22/2005	
EP	SYSTEM AND METHOD FOR MOUNTING AN IMAGE CAPTURE DEVICE ON A FLEXIBLE SUBSTRATE	5761080.3	1774453	1774453	6/22/2005	
JP	SYSTEM AND METHOD FOR MOUNTING AN IMAGE CAPTURE DEVICE ON A FLEXIBLE SUBSTRATE	2007-518234	20080404739		6/22/2005	
TW	SYSTEM AND METHOD FOR MOUNTING AN IMAGE CAPTURE DEVICE ON A FLEXIBLE SUBSTRATE	94111720		1251710	5/30/2005	9/21/2006
US	SYSTEM AND METHOD FOR MOUNTING AN IMAGE CAPTURE DEVICE ON A FLEXIBLE SUBSTRATE	10/877,816	20050285973	7714931	6/25/2004	5/11/2010
WO	SYSTEM AND METHOD FOR MOUNTING AN IMAGE CAPTURE DEVICE ON A FLEXIBLE SUBSTRATE	PCT/US05/022058	2006012139		6/22/2005	
US	TECHNIQUES FOR GLASS ATTACHMENT IN AN IMAGE SENSOR PACKAGE	60/942,953			6/8/2007	
US	TECHNIQUES FOR GLASS ATTACHMENT IN AN IMAGE SENSOR PACKAGE	12/348,965			12/24/2008	
US	TECHNIQUES FOR GLASS ATTACHMENT IN AN IMAGE SENSOR PACKAGE	12/136,033			6/9/2008	

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