PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2812053

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
INTEGRATED DEVICE TECHNOLOGY, INC.	12/18/2013

RECEIVING PARTY DATA

Name:	STRAVELIS,INC.	
Street Address:	1601 S. MO PAC EXPRESSWAY	
Internal Address:	SUITE 150	
City:	AUSTIN	
State/Country:	TEXAS	
Postal Code:	78746	

PROPERTY NUMBERS Total: 27

Property Type	Number
Patent Number:	7579832
Patent Number:	8160272
Patent Number:	7302067
Patent Number:	8238577
Patent Number:	8233639
Patent Number:	6654900
Patent Number:	6885900
Patent Number:	7809144
Patent Number:	7916875
Patent Number:	7966085
Patent Number:	7813823
Patent Number:	7358814
Patent Number:	5592165
Patent Number:	5563553
Patent Number:	5566101
Patent Number:	6608902
Patent Number:	6226663
Patent Number:	7702058
Patent Number:	6901127
Application Number:	09376502
502/6545/	

PATENT

REEL: 032662 FRAME: 0007

502/6545/

Property Type	Number
Patent Number:	7760016
PCT Number:	US2009004008
Patent Number:	8386758
Application Number:	13224619
Application Number:	13409776
Application Number:	13526041
Application Number:	13550274

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

Phone: 512.858.7453 **Email:** jvm@jvmyers.com

Correspondent Name: JEFFREY VAN MYERS

Address Line 1: P. O. BOX 130

Address Line 4: DRIFTWOOD, TEXAS 78619

NAME OF SUBMITTER: JEFFREY VAN MYERS	
SIGNATURE:	/Jeffrey Van Myers/
DATE SIGNED:	04/13/2014
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 8

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PATENT ASSIGNMENT

This Patent Assignment (the "<u>Assignment</u>") is made and entered into as of December 18, 2013 (the "<u>Effective Date</u>"), by and between Integrated Device Technology, Inc., a Delaware corporation ("<u>Assignor</u>") and Stravelis, Inc., a Delaware corporation ("<u>Assignee</u>"). Defined terms not specifically defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement, dated December 18, 2013 (the "<u>Purchase Agreement</u>"), by and between the parties.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee certain patents and patent applications as listed on Exhibit A to this Assignment (the "Patents");

WHEREAS, to effect the transfer of the 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, convey, transfer, assign, and deliver to Assignee, on an "as is," "where is" basis, free and clear of all Liens other than the Permitted Exceptions, all right, title and interest in and to the Patents, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for the subject matter of the Patents, 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 priority rights under any international conventions and treaties, together with all claims for damages and other remedies by reason of past infringements of the Patents, whether arising prior to or subsequent to the date of this Assignment, along with the right to sue for and collect such damages and other remedies for the use and benefit of Assignee and its successors, assigns and other legal representatives.
- 2. <u>Authorization</u>. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and, in the case of any patent applications filed with any office of any country or countries foreign to the United States, any officer of such country whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this Assignment.
- 3. <u>Conflicts.</u> Notwithstanding any other provisions of this Assignment to the contrary, 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

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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.

- 4. <u>Further Actions</u>. Assignor covenants and agrees 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. Within thirty (30) days after execution of this Assignment, Assignor will deliver to Assignee, or will cause its Representatives to deliver to Assignee, for each Patent, copies of the records and files exclusively related to the prosecution and maintenance of each Patent, to the extent in Seller's or its Representative's control and possession as of the date of this Agreement, in accordance with Section 2.1(g)(v) of the Purchase Agreement.
- 5. <u>Governing Law</u>. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of California other than conflict of laws principles thereof directing the application of any law other than that of California.
- 6. <u>Notices</u>. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered, if delivered by hand, (b) one Business Day after transmitted, if transmitted by a nationally recognized overnight courier service (providing written proof of delivery), (c) when sent by facsimile (with confirmation of receipt), or (d) three Business Days after mailing, if mailed by registered or certified mail (return receipt requested), to the parties in accordance with the contact information set forth in Section 9.1 of the Purchase Agreement or such other contact information as may be designated in writing hereafter, in the same manner, by a party.
- 7. <u>Binding Assignment</u>. Neither 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 assets or the business to which this Assignment relates. 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. Subject to the foregoing, this Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- 8. <u>Relationship Between Parties</u>. 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.

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- 9. Third Party Beneficiaries. The terms and provisions of this Assignment are intended solely for the benefit of Assignee, on the one hand, and Assignor, 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 (and 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 employee or former employee of either party), other than Assignee and Assignor, shall be entitled to rely on any provision of this Assignment in any action proceeding, hearing or other forum.
- 10. <u>Severability</u>. If any provision of this Assignment for any reason shall be held to be illegal, invalid or unenforceable, such illegality shall not affect any other provision of this Assignment, but this Assignment shall be construed as if such illegal, invalid or unenforceable provision had never been included herein.
- Maivers; Non-Contractual Remedies; Preservation of Remedies. The provisions hereof may be waived only in writing signed by both of the parties. No delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of either party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. Except as otherwise provided herein, the rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that either party may otherwise have at Law or in equity.
- 12. <u>Amendment</u>. 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 both 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.
- 13. <u>Counterparts; Facsimiles</u>. This Assignment may be executed and delivered (including by facsimile or electronic transmission) in two or more counterparts, and by either of the parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
- 14. <u>Headings</u>; <u>Interpretation</u>. The descriptive headings contained in this Assignment are included for convenience of reference only and shall not affect in any way 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. 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. The parties have participated jointly in the negotiation and drafting of this Assignment. In the event an ambiguity or question of intent or interpretation arises, this Assignment shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any provisions of this Assignment.

15. <u>Entire Assignment</u>. With the exception of the Purchase Agreement and the Transaction Documents, this Assignment supersedes any arrangements, understandings, promises or agreements made or existing between the parties hereto prior to or simultaneously with this Assignment and, together with the Purchase Agreement and the Transaction Documents, constitutes the entire understanding between the parties hereto.

[SIGNATURE PAGE FOLLOWS]

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

INTEGRATED DEVICE TECHNOLOGY, INC. By: Name: JEFFREY Title: ACKNOWLEDGEMENT: STATE OF CALIFORNIA COUNTY OF Santa Clara) SS: On DECEMBER 18, 2013 before me LESLIE F. HOFFMANN, personally appeared JEFPREY S. MCCREARY 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 Keslie J. Hoffman (Seal) LESLIE F. HOFFMANN

LESLIE F. HOFFMANN
Commission # 1971953
Notary Public - California
Santa Clara County
My Comm. Expires Mar 12, 2016

SIGNATURE PAGE TO PATENT ASSIGNMENT

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

By:

Name: Klaozić Ifesinacyukowa
Title: Presinant CEO

ACKNOWLEDGEMENT:

STATE OF TEXAS

COUNTY OF TRAVIS

SS:

On December 2, 2013 before me 100 colors 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 Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature () () () () ()

(Seai)

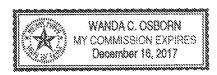


Exhibit A Assigned Patents

Patent #	Serial #	Title	Filing Date	Status
7,579,832	12/137,863	Impedance Sensing for Audio Jacks	6/12/2008	Issued
8,160,272	12/173,564	Audio Output Circuits Having Ramped Attenuation Circuits that Inhibit POP Disturbances When Audio Sources are Switched	07/15/2008	Issued
7,302,067	11/014,451	Audio System for a Computer	12/16/2004	Issued
8,238,577	11/873,059	Audio System with Tone Controller for Use in a Computer	10/16/2007	Issued
8,233,639	11/873,005	Audio Codec Producing a Tone Controlled Output	10/16/2007	Issued
6,654,900	09/553,129	Method and Apparatus for Producing Multiple Clock Signals Having Controlled Duty Cycles by Controlling Clock Multiplier Display Elements	04/19/2000	Issued
6,885,900	09/613,344	Method and Apparatus for Providing Multiple Cannel Audio in a Computing System	07/10/2000	Issued
7,809,144	11/304,310	Audio Input-Output Module Plug-In Detection Module and Methods for Use Therewith	12/14/2005	Issued
7,916,875	11/304,311	Audio Input-Output Module Plug-In Detection Module and Methods for Use Therewith	12/14/2005	Issued
7,966,085	11/335,804	Audio Source System and Method	01/19/2006	Issued
7,813,823	11/333,685	Computer Audio System and Method	01/17/2006	Issued
7,358,814	11/389,779	Differential Amplifier and Methods for Use Therewith	03/27/2006	Issued
5,592,165	08/515,309	Method and Apparatus for an Oversamplified Digital to Analog Converter	08/15/1995	Issued
5,563,553	08/515,415	Method and Apparatus for a Controlled Oscillation that May be Used in a Phased Locked Loop	08/15/1995	Issued
5,566,101	08/515,414	Method and Apparatus for a Finite Impulse Response Filter Processor	08/15/1995	Issued
6,608,902	09/019,913	Stereo Signal Separation Circuit and Application Thereof	02/07/1998	Issued
6,226,663	09/198,068	Method and Apparatus for Overflow Detection in a Decimation Filter	11/23/1998	Issued
7,702,058	11/021,128	Data Recovery Method and Module	12/22/2004	Issued

6,901,127	09/558,901	Method and Apparatus for Data	04/26/2000	Issued
		Recovery		
	09/376,502	A Low Noise Low Power Low Offset	08/18/1999	Abandoned
		Multi-signal Mixer		
7,760,016	12/173,670	Anti-Pop Circuits and Methods for	07/15/2008	Issued
		Audio Amplifiers Using Variable		
		Resistors		
	PCT-	Anti-Pop Circuits and Methods for	07/09/2009	Expired
	US2009-	Audio Amplifiers Using Variable		
	004008	Resistors		
8,386,758	12/511,985	System and Method of Enabling	07/19/2009	Issued
		Codec Device Features		
	13/224,619	A Hybrid Structure Class-G	09/02/2011	Filed
		Amplifier		
	13/409,776	Dynamically Monitor Audio Activity	03/01/2012	Filed
	,	to Save Power		
	13/526,041	Combo-Jack Microphone Detection	06/18/2012	Filed
	,	Mechanism		
	13/550,274	A Novel Method for Achieving High	07/16/2012	Filed
		Performance and High Power		
		Efficiency for the Hybrid Class-G		
		Audio Amplifier		

RECORDED: 04/13/2014