

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2812314

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
POSEDGE, INC.	03/12/2014
RECEIVING PARTY DATA	
Name:	IMAGINATION TECHNOLOGIES, LLC
Street Address:	IMAGINATION HOUSE
Internal Address:	HOME PARK ESTATE
City:	KINGS LANGLEY
State/Country:	UNITED KINGDOM
Postal Code:	WD4 8LZ
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13326248
CORRESPONDENCE DATA	
Fax Number:	(408)888-9830
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	4088889830
Email:	short.br@gmail.com
Correspondent Name:	LAW OFFICE OF BRIAN SHORT
Address Line 1:	PO BOX 641867
Address Line 4:	SAN JOSE, CALIFORNIA 95164-1867
ATTORNEY DOCKET NUMBER:	POSEDGE-1002
NAME OF SUBMITTER:	BRIAN SHORT
SIGNATURE:	/BRIAN SHORT/
DATE SIGNED:	04/14/2014
Total Attachments: 11	
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ASSET TRANSFER AGREEMENT

This ASSET TRANSFER AGREEMENT (this "Agreement") is entered into and effective as of March 12, 2014 (the "Effective Date"), by and among Posedge, Inc., a California corporation ("Posedge," or the "Assignor") and Imagination Technologies, LLC, a Delaware limited liability company ("IMG LLC," or the "Assignee").

WHEREAS, Assignee is Parent of Assignor;

WHEREAS, Assignor holds all right, title and interest in and to certain assets listed and described in Schedule 1 annexed hereto (the "Assets");

WHEREAS, Assignor agrees to assign its entire right, title and interest in and to the Assets to Assignee; and

WHEREAS, Assignee agrees to acquire Assignor's entire right, title and interest in and to the Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assets. Assignor hereby assigns, transfers, contributes, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Assets and the goodwill associated therewith.

2. Consideration. As consideration for the assignments contained herein, Assignee agrees to assume and perform any liabilities or obligations of Assignor, whether known or unknown, fixed or contingent, certain or uncertain, and regardless of when such liabilities or obligations may arise or may have arisen or when they are or were asserted in connection with the Assets ("Assumed Liabilities"), and Assignee shall remain responsible for all Assumed Liabilities as of the Effective Date.

3. Covenants.

(a) Assignor hereby agrees to deliver, or cause to be delivered, as applicable, to Assignee an executed Assignment and Assumption Agreement in the form attached as Exhibit A, an executed Assignment of Servicemarks and Trademarks in the form attached as Exhibit B, an executed Assignment of Copyrights in the form attached as Exhibit C, an executed Patent Assignment Agreement in the form attached hereto as Exhibit D and such other specific assignments, endorsements and other good and sufficient instruments of conveyance and transfer or assignment, and with such consents to the transfer of such property as may be required, in form and substance satisfactory to Assignee, as shall be effective to vest in Assignee good title to all the Assets.

(b) Assignor hereby agrees to, at the request of Assignee, execute any and all papers and documents and do all other and further lawful acts that Assignee may deem necessary or desirable to perfect and vest in Assignee the entire right, title and interest in the Assets.

(c) Each of the parties hereby acknowledge and agree that the transfer of the Assets is intended to qualify as a non-recognition contribution described under Section 351 of the Internal Revenue Code for U.S. federal income tax purposes and, accordingly, (a) to the extent reporting is required, each of the parties will appropriately report the transaction for U.S. federal income tax purposes and (b) neither party will take any action inconsistent with such treatment.

(d) Upon obtaining the necessary shareholder approval, the Assignor, by its duly authorized officers, immediately upon adoption of these resolutions, shall proceed to liquidate pursuant to Section 332 and Section 337 of the Internal Revenue Code of 1986, as amended, and, accordingly, (a) to the extent reporting is required, each of the parties will appropriately report the transaction for U.S. federal income tax purposes and (b) neither party will take any action inconsistent with such treatment.

4. Representations and Warranties - Assignor.

(a) Assignor is a corporation duly formed, validly existing and in good standing under the laws of the State of California and has the requisite corporate or similar power and authority to own all of its properties and assets and to carry on its business as presently conducted. Assignor has the full power and authority to execute, deliver and perform this Agreement, and other transaction documents contemplated hereby.

(b) The execution and delivery by the Assignor of this Agreement, the performance by the Assignor of its obligations hereunder and thereunder will not violate any provision of law, ordinance, rule or regulation applicable to the Assignor, or any order, judgment or decree of any court or other agency, administrative body or other governmental body, or any provision of any agreement or other instrument to which the Assignor or any of their properties or assets are bound, or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such agreement or other instrument, or result in the creation or imposition of any lien, charge, restriction, claim or encumbrance of any nature whatsoever upon any of the properties or assets of the Assignor.

(c) This Agreement has been duly executed and delivered by the Assignor, and the Agreement constitutes the valid and binding obligation of the Assignor, enforceable against the Assignor in accordance with its terms.

5. Representations and Warranties - Assignee.

(a) Assignee is a corporation duly formed, validly existing and in good standing under the laws of the State of Delaware and has the requisite corporate or similar power and authority to own all of its properties and assets and to carry on its business as presently conducted. Assignee has the full power and authority to execute, deliver and perform this Agreement, and other transaction documents contemplated hereby.

(b) The execution and delivery by Assignee of this Agreement, the performance by Assignee of its obligations hereunder, have been duly authorized by all requisite action and will not violate any provision of law, ordinance, rule or regulation applicable to Assignee or its property or business, or any order, judgment or decree of any court or other

agency, administrative body or other governmental body, Assignee's certificate of incorporation, or any provision of any agreement or other instrument to which Assignee or any of its properties or assets is bound, or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such agreement or other instrument, or result in the creation or imposition of any lien, charge, restriction, claim or encumbrance of any nature whatsoever upon any of the properties or assets of Assignee.

(c) This Agreement has been duly executed and delivered by Assignee and constitutes the valid and binding obligation of Assignee, enforceable against Assignee in accordance with its terms.

6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

7. Binding Effect. This Agreement will be binding in all respects and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee.


8. Counterpart Signatures. This Agreement may be executed in two counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

* * * * *

IN WITNESS WHEREOF, this Agreement is executed by the parties set forth below as of the date first set forth herein.

ASSIGNOR:

POSEDGE, INC.


By:  _____

Printed Name: Sir Hossein Yassaie

Title: President

ASSIGNEE:

IMAGINATION TECHNOLOGIES, LLC

By:  _____

Printed Name: Sir Hossein Yassaie

Title: President

EXHIBIT A

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into as of March 12, 2014 by and between Posedge, Inc., a California corporation ("Assignor"), and Imagination Technologies, LLC, a Delaware limited liability company ("Assignee").

Assignor and Assignee are parties to that certain Asset Transfer Agreement dated as of March 12, 2014 (the "Agreement"); and pursuant to the Agreement, Assignor has agreed to assign and transfer Assets to Assignee, and Assignee has agreed to assume Assumed Liabilities of Assignor, and this Assignment and Assumption Agreement is contemplated by Section 4(a) of the Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Agreement.

2. Assignment and Assumption. Effective as of 12:01 a.m. (eastern standard time) on March 12, 2014 (the "Effective Time"), Assignor hereby assigns, sells, transfers and sets over (collectively, the "Assignment") to Assignee all of Assignor's right, title, benefit, privileges and interest in and to the Assets. Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid or discharged from and after the Closing, in connection with the Assumed Liabilities.

3. Terms of the Agreement. The terms of the Agreement, including but not limited to Assignor's representations, warranties, covenants and agreements relating to the Assets and the Assumed Liabilities, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, and agreements contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

4. Further Actions. Assignor covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Assignee's title to the Assets and, at the request of Assignee, to execute and deliver further instruments of transfer and assignment and take such other action as Assignee may reasonably request to more effectively transfer and assign to and vest in Assignee each of the Assets, all at the sole cost and expense of Assignor.

5. Power of Attorney. Without limiting Section 4 hereof, Assignor hereby constitutes and appoints Assignee the true and lawful agent and attorney in fact of Assignor, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Assignor but on behalf and for the benefit of Assignee and its successors and assigns, from time to time:

(a) to demand, receive and collect any and all of the Assets and to give receipts and releases for and with respect to the same, or any part thereof;

(b) to institute and prosecute, in the name of Assignor or otherwise, any and all proceedings at law, in equity or otherwise, that Assignee or its successors and assigns may deem proper in order to collect or reduce to possession any of the Assets and in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and

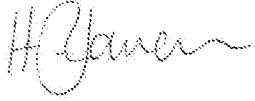
(c) to do all things legally permissible, required or reasonably deemed by Assignee to be required to recover and collect the Assets and to use Assignor's name in such manner as Assignee may reasonably deem necessary for the collection and recovery of same,

6. Assignor hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

POSEDGE, INC.
(Assignor)



By: _____
Name: Sir Hossein Yassale
Title: President

IMAGINATION TECHNOLOGIES, LLC
(Assignee)



By: _____
Name: Sir Hossein Yassale
Title: President

EXHIBIT D

FORM OF PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "Assignment"), dated as of March 12, 2014, is made and entered into by and between Posedge, Inc., a California corporation (the "Assignor"), and Imagination Technologies, LLC ("Assignee"). Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the meanings set forth in that certain Asset Transfer Agreement, dated as of March 12, 2014 (the "Purchase Agreement"), by and between Assignee and Assignor.

WHEREAS, on the date hereof, Assignor has assigned all of its rights and obligations under the Purchase Agreement to Assignee; and

WHEREAS, concurrently with the execution and delivery of this Assignment, Assignor and Assignee are consummating the transaction contemplated by the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignment. In accordance with and subject to the terms and conditions of the Purchase Agreement, and except as set specifically set forth herein, Assignor hereby assigns, transfers and conveys to Assignee, all of Assignor's right, title and interest in and to the patents and patent applications listed in Exhibit A (the "Patents"), including all patents and patent applications claiming priority to and/or benefit of the Patents including divisions, continuations, and continuations-in-part thereof and all reissues, reexaminations, and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, registrations, inventor's certificates, and the like) heretofore or hereafter filed in any foreign country/countries, and all patents (including all extensions, renewals and reissues thereof) granted for in any foreign country/countries. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty is to issue patents on applications as aforesaid, to issue all Patents in the name of Assignee in accordance with the terms of this Assignment.

2. Amendments. This Assignment may only be amended by a writing signed by Assignor and Assignee.

3. Execution in Counterparts. This Assignment may be executed in counterparts and delivered by the delivery of facsimile signatures; provided, however, that if the parties exchange facsimile signatures, each of them agrees to provide the other with a copy of this Assignment bearing their original signature as soon thereafter as possible.

4. Delivery Pursuant to Purchase Agreement. Notwithstanding anything to the contrary herein, each of the Assignors and Assignee is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and

conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

5. Binding Effect. This Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

7. Headings. The section and paragraph headings contained in this Assignment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by the parties hereto as of the date first above written.

POSEDGE, INC.
(Assignor)



By: _____
Name: Sir Hossein Yassaie
Title: President

IMAGINATION TECHNOLOGIES, LLC
(Assignee)



By: _____
Name: Sir Hossein Yassaie
Title: President

EXHIBIT A

Patents

Country	Application No.	Application Date	Title	Patent/Pub. No. Grant/Pub. Date	Status
US	13/209376	13/08/2011	SYNCHRONIZATION OF A RECEIVER TO A DESIRED SIGNAL	14/02/2013	Published
US	13/326248	14/12/2011	RECEIVER CHAIN GAIN SELECTION	20/06/2013	Published
US	13/423113	16/03/2012	RECEIVE SIGNAL DETECTION OF MULTI-CARRIER SIGNALS	19/09/2013	Published
US	13/543481	06/07/2012	CARRIER OFFSET CORRECTION OF A RECEIVED SIGNAL		Pending unpublished
US	13/555151	22/07/2012	COUNTER BASED FAIRNESS SCHEDULING FOR QoS QUEUES TO PREVENT STARVATION		Pending unpublished