# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2825019

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
D2AUDIO LLC	04/22/2014

### **RECEIVING PARTY DATA**

Name:	INTERSIL AMERICAS LLC	
Street Address: 1001 MURPHY RANCH ROAD		
City: MILPITAS		
State/Country: CALIFORNIA		
Postal Code:	95035	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number		
Patent Number:	7259618		

### **CORRESPONDENCE DATA**

**Fax Number:** (952)465-0771

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

US Mail.

Email:docketing@fogglaw.comCorrespondent Name:FOGG & POWERS LLC

Address Line 1: 5810 W 78TH ST

Address Line 2: SUITE 100

Address Line 4: MINNEAPOLIS, MINNESOTA 55439

ATTORNEY DOCKET NUMBER:	SE-2490-IP
NAME OF SUBMITTER:	JENNIFER SWANSON
SIGNATURE:	/Jennifer Swanson/
DATE SIGNED:	04/23/2014

### **Total Attachments: 11**

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### INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ('Assignment') is made between:

D2Audio LLC (formerly known as D2Audio Corporation), a limited liability company organized and existing under the laws of the State of Delaware, having a principal place of business at 1001 Murphy Ranch Road, Milpitas, CA 95035 USA, hereinafter referred to as "the Assignor," and

Intersil Americas LLC (formerly known as Intersil Americas Inc.), a limited liability company organized and existing under the laws of the State of Delaware, having a principal business address of 1001 Murphy Ranch Road, Milpitas, CA 95035 USA, hereinafter referred to as "the Assignee."

#### DEFINITIONS

"Intellectual Property Rights" means all intellectual property, industrial property or other proprietary rights that may exist or be created under the laws of any jurisdiction throughout the world including all of the following, whether registered or unregistered, all applications and registrations therefor (whether pending, existing, abandoned or expired), and any physical embodiments thereof: (i) inventions or discoveries, whether or not patentable, reduced to practice or made the subject of one or more pending patent applications, and whether or not under design or development, invention disclosures, improvements, confidential and proprietary information. know-how and technology, (ii)U.S. and foreign patents, patent applications, patent disclosures, utility and industrial models or other rights relating to the protection of inventions worldwide and all rights related thereto, including all original applications, provisional applications, divisional applications, reissues, re-examinations, extensions, continuations, continuations-in-part, continuing applications, or renewals thereof, all counterparts claiming priority therefrom, (iii) trademarks, service marks, certification marks, trade dress (including packaging and package designs, product inserts, labels or associated artwork), logos, slogans, domain names, internet addresses, uniform resource locators, keywords and purchased search terms, identifying symbols, designs, product names, business and company names, trade names, corporate names, insignia and general intangibles of a similar nature (whether registered or not registered) in the United States and all other nations throughout the world, including all variations, derivations, combinations, registrations and applications for registration or renewals of the foregoing and all goodwill associated therewith, (iv) copyrights in both published and unpublished works (whether or not registered) and registrations and applications for registration or renewals thereof in the United States and all other nations throughout the world, including all works, derivative works, moral rights, renewals, extensions, reversions or restorations associated with such copyrights, now or hereafter provided by law, regardless of the medium of fixation or means of expression, and any other rights of authorship in any other published and unpublished works, including all moral rights in any of the foregoing (v) mask works and registrations and applications for registration or renewals thereof in the United States and all other nations throughout the world, (vi) computer software (including source code, object code, firmware, operating systems and, development tools, files, records, specifications and all media on which any of the foregoing is

D2Audio LLC to Intersil Americas LLC Intellectual Property Assignment P a g  $\approx +1$ 

recorded), (vii) information that derives economic value from not being generally known to other Persons and all information that is proprietary or confidential to Assignor, including all trade secrets and, whether or not confidential, business information (including pricing and cost information, business and marketing plans and customer and supplier lists) and technology and know-how (including manufacturing and production processes and techniques and, research and development information, patterns, drawings, blueprints, bills of materials, specifications, products in development, processes, applications, and circuits), (viii) industrial designs (whether or not registered), (ix) databases and data collections, and all rights therein throughout the world, and (x) copies and tangible embodiments of any of the foregoing, in whatever form or medium (including electronic media).

#### ASSIGNMENT

Assignor is the owner of all right, title, and interest in and to Intellectual Property Rights and Assignee is desirous of acquiring any and all such interest in and to Assignor's said Intellectual Property Rights. Assignor and Assignee are sister companies directly or indirectly owned by the same corporate entity.

NOW, THEREFORE, be it known, that for good and valuable consideration, the receipt of which is hereby acknowledged by Assignor, Assignor's entire right, title and interest in and to said Intellectual Property Rights, including without limitation:

- a. the patents specified in Exhibit A attached hereto and made part of this Assignment;
- b. the patent applications specified in Exhibit B attached hereto and made part of this Assignment;
- e. the registered trademarks specified in Exhibit C attached hereto and made part of this Assignment;
- d. the registered mask works specified in Exhibit D attached hereto and made part of this Assignment;
- e. the registered copyrights specified in Exhibit E attached hereto and made part of this Assignment;
- f. the domain names specified in Exhibit F attached hereto and made part of this Assignment;
- g. the right to file applications for patents, trademarks, or registrations of service marks, trade dress, copyrights, and mask works;
- h. the right to file reissue, re-examination, continuation, or divisional applications;
- i, the right to file extensions;
- j. the right to file statements of use;
- k. the right to sue (i) for, recover and collect damages and costs and attorneys' fees for past, present and future, and (b) for injunctive relief, for infringement or misappropriation; and
- 1. the right to license, and collect royalties, license fees, and all other forms of payment on account of such Intellectual Property Rights

is hereby assigned, conveyed and transferred to Assignee.

D2Audio LLC to Intersil Americas LLC Intellectual Property Assignment P a g e  $\mid$  2

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models, trademark registrations, copyright registrations, mask work registrations, or other governmental grants or issuances that may be granted upon any of the Intellectual Property Rights in the name of Assignee, as the assignee to the entire interest therein.

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

Assignee hereby accepts all right, title and interest granted to it herein.

Assignor agrees that Assignor will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to the Assignee, its successors and representatives all facts known to Assignor relating to the Intellectual Property Rights and generally do all things which may be necessary or desirable more effectually to secure to and vest in the Assignee, its successors or assigns the entire right, title and interest in and to the Intellectual Property Rights.

This Agreement contains the complete and entire agreement between the Parties related to the subject matter of this Agreement, and supersedes any previous communications, representations, or agreements, whether verbal or written.

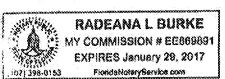
The provisions of this Agreement shall be deemed separable. Therefore, if any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity or enforceability of the remainder of this Agreement.

{END OF CLAUSES}

IN WITNESS whereof the parties hereto have executed this Assignment. D2Audio LLC (Assignor) Name: Douglas A. Balog Title: Assistant Corporate Secretary Date: April 🔾 State of Florida ) ss. ) County of Brevard \_\_\_\_, 2014 before me, Radeana L. Burke, Notary Public, personally appeared Douglas A. Balog, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Assistant Corporate Secretary of D2Audio LLC, and has proven to me on the basis of satisfactory evidence that he/she had and has the full authority to execute documents on behalf of D2Audio LLC and without any countersignature by any other individual, and that by his signature on the instrument the entity, upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal. RADEANA L BURKE MY COMMISSION # EE869891 Notary Public EXPIRES January 29, 2017 FloridatiologyService com

Intersil Americas LLC (Assignee)
By: Name: Paul A. Bernkopt Title: Vice President and Asst. Secretary
Date: April 😂 , 2014
ஆக அதுதை இது அது அது <u>அது துறு நடித்திற்கு நிறிந்தி</u> இது
State of Florida ) SS
County of Brevard )
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WITNESS my hand and official seal.



Notary Public

## Exhibit A

## Patents

-	Intersil#	Title	Country	Issue Date	Pat#
-	SE-2490-IP	SYSTEMS AND METHODS FOR LOAD DETECTION AND CORRECTION IN A	US	21-Aug- 2007	7259618
		DIGITAL AMPLIFIER			

Exhibit B
Patent Applications
None

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Exhibit C Trademarks *None* 

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Exhibit D Maskworks *None* 

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Exhibit E Copyright None

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Exhibit F Domain Names None

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PATENT REEL: 032733 FRAME: 0494

**RECORDED: 04/23/2014**