

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3054742

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SHIYING XIONG	11/11/2004
RECEIVING PARTY DATA		
Name:	PDF SOLUTIONS, INC.	
Street Address:	333 W. SAN CARLOS STREET, STE 1000	
City:	SAN JOSE	
State/Country:	CALIFORNIA	
Postal Code:	95110	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7932105
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	9177494212	
Email:	garrod.david@gmail.com	
Correspondent Name:	DAVID GARROD, PH.D., ESQ.	
Address Line 1:	711 IVY STREET	
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15232	
NAME OF SUBMITTER:	DAVID GARROD, PH.D., ESQ.	
SIGNATURE:	/david garrod/	
DATE SIGNED:	10/07/2014	
Total Attachments: 5		
source=employeeAssignmentShiyingXiong#page1.tif		
source=employeeAssignmentShiyingXiong#page2.tif		
source=employeeAssignmentShiyingXiong#page3.tif		
source=employeeAssignmentShiyingXiong#page4.tif		
source=employeeAssignmentShiyingXiong#page5.tif		

PDF SOLUTIONS, INC.

**CONFIDENTIAL INFORMATION AND
INVENTION ASSIGNMENT AGREEMENT**

In exchange for my becoming employed (or my employment being continued) by or retained as a consultant (or my consulting relationship being continued) by PDF Solutions, Inc., or its subsidiaries, affiliates, or successors (hereinafter referred to collectively as the "Company"), I hereby agree as follows:

1. I will perform for the Company such duties as may be designated by the Company from time to time. During my period of employment or consulting relationship with the Company, I will devote my best efforts to the interests of the Company and, without the prior written consent of the Company, will not engage in other employment or any other activities which other employment or other activities are detrimental to the best interests of the Company.
2. As used in this Agreement, the term "Inventions" means designs, trademarks, discoveries, formulae, processes, mask works, manufacturing techniques, trade secrets, inventions, improvements, ideas, computer software, object code, source code or copyrightable works, including all rights to obtain, register, perfect and enforce these proprietary interests.
3. As used in this Agreement, the term "Confidential Information" means information pertaining to any aspects of the Company's business which is either information not known by actual or potential competitors of the Company or is proprietary information of the Company or its customers or suppliers, whether of a technical nature or otherwise.
4. Without further compensation, I hereby agree promptly to disclose to the Company, and I hereby assign and agree to assign to the Company or its designee, my entire right, title, and interest in and to all Inventions which I may solely or jointly develop or reduce to practice during the period of my employment or consulting relationship with the Company (a) which pertain to any line of business activity of the Company, (b) which are aided by the use of time, material or facilities of the Company, whether or not during working hours, or (c) which relate to any of my work during the period of my employment or consulting relationship with the Company, whether or not during normal working hours. No rights are hereby conveyed in Inventions, if any, made by me prior to my employment or consulting relationship with the Company which are identified in a sheet attached to and made a part of this Agreement, if any (which attachment contains no confidential information).
5. I agree to perform, during and after my employment or consulting relationship, all acts deemed necessary or desirable by the Company to permit and assist it, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Inventions hereby assigned to the Company as set forth in paragraph 4 above. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings.

6. If the Company is unable for any reason to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or mask work or copyright registration covering inventions, mask works or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company 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 mask work or copyright registrations thereon with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any patents, mask works or copyrights resulting from any such application for letters patent or mask work or copyright registrations assigned hereunder to the Company.

7. I agree to hold in confidence and not directly or indirectly to use or disclose, either during or after termination of my employment or consulting relationship with the Company, any Confidential Information I obtain or create during the period of my employment or consulting relationship, whether or not during working hours, except to the extent authorized by the Company, until such Confidential Information becomes generally known. I agree not to make copies of such Confidential Information except as authorized by the Company. Upon termination of my employment or consulting relationship or upon an earlier request of the Company, I will return or deliver to the Company all tangible forms of such Confidential Information in my possession or control, including but not limited to drawings, specifications, documents, records, devices, models or any other material and copies or reproductions thereof.

8. I agree to abide faithfully by all Company rules, regulations and policies.

9. I represent that my performance of all the terms of this Agreement and as an employee of or consultant to the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my becoming an employee or consultant of the Company, and I will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employer or others. I agree not to enter into any agreement either written or oral in conflict with the provisions of this Agreement.

10. During my employment or consulting relationship with the Company and for one year thereafter, I will not encourage or solicit any employee or consultant of the Company to terminate their relationship with the Company for any or no reason. Further, for a period of one year after my employment with the Company, I will not solicit any supplier to or customer of the Company or any OEM purchaser, distributor or other reseller of the Company's products with respect to any business, products or services that are competitive to the products or services offered by the Company or under development as of the last date of my employment with the Company.

11. This Agreement (a) shall survive my employment by or consulting relationship with the Company, (b) does not in any way restrict my right or the right of the Company to

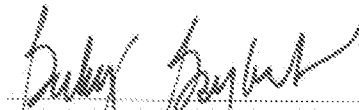
terminate my employment or consulting relationship. (c) inures to the benefit of successors and assigns of the Company, and (d) is binding upon my heirs and legal representatives.

12. This Agreement does not apply to an Invention which qualifies fully under the provisions of Section 2870 of the Labor Code, a copy of which is attached hereto as Exhibit A. I agree to disclose all Inventions made by me in confidence to the Company to permit a determination as to whether or not the Inventions should be the property of the Company.

13. I certify that, to the best of my information and belief, I am not a party to any other agreement which will interfere with my full compliance with this Agreement.

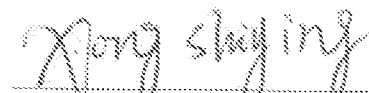
14. I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

PDF SOLUTIONS, INC.


BECKI BAYBROOK
VP-Human Resources

Dated:

EMPLOYEE OR CONSULTANT


SHIYONG XIONG

Dated: 11/11, 2004

ATTACHMENT

List of Inventions

EXHIBIT A

Section 2870 of the California Labor Code is as follows:

(a) 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:

(1) 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;

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

(b) 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 (a), the provision is against the public policy of this state and is unenforceable.