## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3184495

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Execution Date
SUMMIT SEMICONDUCTOR LLC, A DELAWARE LIMITED LIABILITY COMPANY	01/05/2015

## **RECEIVING PARTY DATA**

Name:	MERIWETHER MEZZANINE PARTNERS, L.P., A DELAWARE LIMITED PARTNERSHIP
Street Address:	2001 NW 19TH AVENUE
Internal Address:	#103B
City:	PORTLAND
State/Country:	OREGON
Postal Code:	97209

## **PROPERTY NUMBERS Total: 19**

Property Type	Number			
Application Number:	12489322			
Application Number:	61074899			
Application Number:	61074914			
Application Number:	61074910			
Application Number:	61074906			
PCT Number:	US2009052741			
Application Number:	13572500			
Application Number:	13438787			
PCT Number:	US2013034554			
Application Number:	60705724			
Application Number:	11499126			
Application Number:	60705723			
Application Number:	11499405			
Application Number:	14050082			
Application Number:	14185681			
Application Number:	14267514			
Application Number:	61923376			
Application Number:	14566108			
Application Number:	14186852			

**PATENT** 

503137884 REEL: 034726 FRAME: 0735

#### **CORRESPONDENCE DATA**

**Fax Number:** (503)220-2480

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.

**Phone:** 503-224-3380

Email: paul.angello@stoel.com, kris.roche@stoel.com

Correspondent Name: PAUL S. ANGELLO
Address Line 1: 900 SW FIFTH AVENUE

Address Line 2: SUITE 2600

Address Line 4: PORTLAND, OREGON 97204

ATTORNEY DOCKET NUMBER:	52555/7
NAME OF SUBMITTER:	PAUL S. ANGELLO
SIGNATURE:	/Paul S. Angello/
DATE SIGNED:	01/15/2015

#### **Total Attachments: 4**

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#### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT ("Patent Security Agreement"), dated as of January 5, 2015, is made by Summit Semiconductor LLC, a Delaware limited liability company having a business location at the address set forth below next to its signature (the "Grantor") in favor of Meriwether Mezzanine Partners, L.P., a Delaware limited partnership having a business location at the address set forth below next to its signature (the "Secured Party").

WHEREAS, the Secured Party has extended credit to the Grantor as evidenced by a Secured Promissory Note of even date herewith (the "**Note**").

WHEREAS, as a condition precedent to the Secured Party's extension of credit evidenced by the Note, the Grantor has executed and delivered to the Secured Party that certain Loan and Security Agreement of even date herewith (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Patent Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

- 1. <u>Grant of Security</u>. The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Patent Collateral**"):
- (a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");
- (b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation</u>. The Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon request by the Secured Party.
- 3. <u>Loan Documents</u>. This Patent Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Patent Collateral are as provided by the Note, the Security Agreement and related documents, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.
- 4. <u>Execution in Counterparts</u>. This Patent Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or in electronic form (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.
- 5. <u>Successors and Assigns</u>. This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This Patent Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Oregon, without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed and delivered as of the date set forth above.

# SUMMIT SEMICONDUCTOR LLC, a Delaware limited liability company

By: Breff Mayer, Chief Executive Officer

Address for Notices:

20575 NW Von Neumann Dr., Suite 100 Beaverton, OR 97006

#### AGREED TO AND ACCEPTED:

MERIWETHER MEZZANINE PARTNERS, L.P., a Delaware limited partnership

By: MMP GENERAL PARTNER, LLC, a Delaware limited liability company, its general partner

David Howitt, sole member

Address for Notices:

2001 NW 19th Avenue, #103B Portland, OR 97209

## **SCHEDULE 1**

## PATENTS AND PATENT APPLICATIONS

Patent Title	Application No.	Filing Date	Patent No.	Issue Date
	12/489,322	06/22/2009	8,199,941	06/12/2012
	61/074,899	06/23/2008		
METHOD OF IDENTIFYING SPEAKERS	61/074,914	06/23/2008		
IN A HOME THEATER SYSTEM	61/074,910	06/23/2008		
	61/074,906	06/23/2008		
	PCT/US09/52741	08/04/2009		
PLANAR INVERTED F ANTENNA STRUCTURE	13/572,500	08/10/2012		
CIRCUIT AND METHOD FOR DISTINGUISHING BETWEEN AN	13/438,787	04/03/2012	8,660,219	02/25/2014
OFDM SIGNAL AND A RADAR SIGNAL	PCT/US13/34554	03/29/2013		
SYSTEM AND METHODS FOR ALIGNING CAPTURE AND PLAYBACK	60/705,724	08/04/2005		
CLOCKS IN A WIRELESS DIGITAL AUDIO DISTRIBUTION SYSTEM	11/499,126	08/04/2006		
HIGH QUALITY, CONTROLLED LATENCY MULTI-CHANNEL	60/705,723	08/04/2005		
WIRELESS DIGITAL AUDIO DISTRIBUTION SYSTEM AND METHODS	11/499,405	08/04/2006		
DIGITAL AUDIO TRANSMITTER AND	14/050,082	10/09/2013		
RECEIVER	14/185,681	02/20/2014		
HANDHELD INTERFACE FOR SPEAKER LOCATION	14/267,514	05/01/2014		
WIDELESS SDEAVED LIMIT	61/923,376	01/03/2014		
WIRELESS SPEAKER UNIT	14/566,108	12/10/2014		
SYNCHRONIZATION OF AUDIO CHANNEL TIMING	14/186,852	02/21/2014		

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**RECORDED: 01/15/2015**