

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3231436

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
TEMPO SEMICONDUCTOR, INC.	02/17/2015

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054

PROPERTY NUMBERS Total: 22

Property Type	Number
Patent Number:	5563553
Patent Number:	5566101
Patent Number:	5592165
Patent Number:	6226663
Patent Number:	6608902
Patent Number:	6654900
Patent Number:	6885900
Patent Number:	6901127
Patent Number:	7302067
Patent Number:	7358814
Patent Number:	7579832
Patent Number:	7702058
Patent Number:	7760016
Patent Number:	7809144
Patent Number:	7813823
Patent Number:	7916875
Patent Number:	7966085
Patent Number:	8160272
Patent Number:	8233639
Patent Number:	8238577

PATENT

Property Type	Number
Patent Number:	8386758
Application Number:	13224619

CORRESPONDENCE DATA

Fax Number: (404)885-3900

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: 4048853868

Email: rusty.close@troutmansanders.com

Correspondent Name: CHRISTOPHER CLOSE

Address Line 1: TROUTMAN SANDERS LLP

Address Line 2: 600 PEACHTREE STREET NE, SUITE 5200

Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.001477
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NAME OF SUBMITTER:	CHRISTOPHER CLOSE
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SIGNATURE:	/Christopher Close/
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DATE SIGNED:	02/18/2015
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Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**Agreement**”) is entered into as of February 17, 2015 by and between SILICON VALLEY BANK, a California corporation (“**Bank**”) and TEMPO SEMICONDUCTOR, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This 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 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 Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

TEMPO SEMICONDUCTOR, INC.

By: 

Name: K. Gozie Ifesinachukwu
Title: President and CEO

BANK:

SILICON VALLEY BANK

By: _____

Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

TEMPO SEMICONDUCTOR, INC.

By: _____
Name:
Title:

BANK:

SILICON VALLEY BANK

By: Krista Hall
Name: Krista Hall
Title: Vice President

EXHIBIT A

Copyrights

Description	Registration Number	Application Number
None Identified		

EXHIBIT B

Patents

Description	Application Number	Registration Number
Method and Apparatus for a Controlled Oscillation That May be Used in a Phase Locked Loop		5,563,553 (10/08/1995)
Method and Apparatus for a Finite Impulse Response Filter Processor		5,566,101 (10/15/1996)
Method and Apparatus for an Oversampled Digital to Analog Converter		5,592,165 (01/07/1997)
Method and Apparatus for Overflow Detection in a Decimation Filter		6,226,663 (05/01/2001)
Stereo Signal Separation Circuit and Application Thereof		6,608,902 (08/19/2003)
Method and Apparatus for Producing Multiple Clock Signals Having Controlled Duty Cycles by Controlling Clock Multiplier Delay Elements		6,654,900 (11/25/2003)
Method and Apparatus for Providing Multiple Channel Audio in a Computing System		6,885,900 (04/26/2005)

Description	Application Number	Registration Number
Method and Apparatus for Data Recovery		6,901,127 (05/31/2005)
Audio System for a Computer		7,302,067 (11/27/2007)
Differential Amplifier and Methods for Use Therewith		7,358,814 (04/15/2008)
Cross-Drive Impedance Measurement Circuits for Sensing Audio Loads on Codec Channels		7,579,832 (08/25/2009)
Data Recovery Method and Module		7,702,058 (04/20/2010)
Anti-Pop Circuits and Methods for Audio Amplifiers Using Variable Resistors		7,760,016 (07/20/2010)
Audio Input-Output Module, Plug-In Detection Module and Methods for Use Therewith		7,809,144 (10/05/2010)
Computer Audio System and Method		7,813,823 (10/12/2010)

Description	Application Number	Registration Number
Audio Input-Output Module, Plug-In Device Detection Module and Methods for Use Therewith		7,916,875 (03/29/2011)
Audio Source System and Method		7,966,085 (06/21/2011)
Audio Output Circuits Having Ramped Attenuation Circuits that Inhibit Pop Disturbances When Audio Sources are Switched		8,160,272 (04/17/2012)
Audio Codec Producing a Tone Control Output		8,233,639 (07/31/2012)
Audio System with Tone Controller for Use in a Computer		8,238,577 (08/07/2012)
System and Method of Enabling Codec Device Features		8,386,758 (02/26/2013)
Digitally Controlled Power Supplies for an Audio Amplifier	13/224,619 (09/02/2011)	

EXHIBIT C

Trademarks

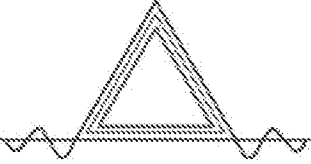
Description	Serial Number	Registration Number
DDX (& design)	86/330,284 (July 7, 2014)	
	86/330,223 (July 7, 2014)	

EXHIBIT D

Mask Works

Description	Application	Registration
None Identified		