

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3474425

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INTERNATIONAL BUSINESS MACHINES CORPORATION	06/29/2015
RECEIVING PARTY DATA	
Name:	GLOBALFOUNDRIES U.S. 2 LLC COMPANY
Street Address:	400 STONE BREAK EXTENSION
City:	MALTA
State/Country:	NEW YORK
Postal Code:	12020
PROPERTY NUMBERS Total: 16	
Property Type	Number
Application Number:	14077148
Application Number:	14098438
Application Number:	13864743
Application Number:	13887491
Application Number:	13527280
Application Number:	13905031
Application Number:	14037018
Application Number:	14490616
Application Number:	14378118
Application Number:	13911669
Application Number:	13914897
Application Number:	14365325
Application Number:	14490876
Application Number:	13946034
Application Number:	13968754
Application Number:	14603856
CORRESPONDENCE DATA	
Fax Number:	(845)892-6256
<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>	

PATENT

Phone: 845-894-3303
Email: carol.riedinger@globalfoundries.com
Correspondent Name: GLOBALFOUNDRIES U.S. 2 LLC COMPANY
Address Line 1: 2070 ROUTE 52
Address Line 2: BLDG. 300, ZIP 351
Address Line 4: HOPEWELL JUNCTION, NEW YORK 12533

ATTORNEY DOCKET NUMBER:	AGREEMENT L159354
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NAME OF SUBMITTER:	MARC SCHECHTER
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SIGNATURE:	/Marc Schechter/
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DATE SIGNED:	08/07/2015
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Total Attachments: 7

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Agreement Reference Number: L159354

PATENT ASSIGNMENT AGREEMENT ("Agreement") between INTERNATIONAL BUSINESS MACHINES CORPORATION, a New York corporation ("Assignor"), and GLOBALFOUNDRIES U.S. 2 LLC., a Delaware limited liability company ("Assignee"), with an effective time and date of 12:01 a.m. in New York City on the Closing Date (as defined in the MASTER TRANSACTION AGREEMENT, dated October 18, 2014, between Assignor and GLOBALFOUNDRIES U.S. Inc. ("Master Transaction Agreement")),

WHEREAS, Assignor and GLOBALFOUNDRIES U.S. Inc. have entered into the Master Transaction Agreement;

WHEREAS, pursuant to the Master Transaction Agreement, Assignor has agreed to sell, transfer, convey, assign and deliver to GLOBALFOUNDRIES U.S. Inc. or its designated affiliate(s), and GLOBALFOUNDRIES U.S. Inc. or its designated affiliate(s) have agreed to accept and acquire all of Assignor's rights, title and interests in and to the patent applications and patents listed in Exhibit A and other associated rights as described below;

WHEREAS, GLOBALFOUNDRIES U.S. Inc.'s designee for the purpose of Assignor's assignment of such patent applications and patents hereunder is Assignee; and

WHEREAS Assignee has executed a joinder agreement to the Master Transaction Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Subject to and in accordance with the Master Transaction Agreement (including, without limitation, Section 2.1 and the rights, reservations and obligations set forth in Sections 2.10(e)-(g)), Assignor hereby grants, transfers, conveys, delivers and assigns to Assignee any and all worldwide rights, title and interest Assignor holds, or may come to hold, in and to (a) the United States patents identified in Exhibit A attached hereto, the foreign patents identified in Exhibit B attached hereto and the United States and foreign patent applications identified in Exhibit C attached hereto, (b) any other patent or patent application that is a docket family member of any of the patents or patent applications identified in Exhibit A, Exhibit B or Exhibit C, (c) all rights relating to any of the foregoing in (a) and (b) that are provided for in the Master Transaction Agreement, (d) all claims, causes of action, rights of recovery, credits and rights of set off of any kind, including, without limitation, all claims for infringement, misappropriation or other violation, with respect to any of the foregoing in (a), (b) and (c), and (e) all payments, income, and royalties and rights to payments, income, and royalties, in each case arising out of the sale, lease, license, assignment, or other disposition thereof after the effective time and date of this Agreement specified in the preamble above (collectively, "Assigned Patents").
2. Assignor and Assignee hereby request and authorize the relevant authority at the United States Patent and Trademark Office and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Assigned Patents.
3. Assignor hereby covenants and agrees that, at any time and from time to time after the date of this Agreement, at Assignee's request, Assignor shall reasonably cooperate with Assignee to execute and deliver such documents and other papers, and otherwise provide reasonable assistance to Assignee, as may be required to grant, transfer, convey, deliver and assign to

Assignee any of the Assigned Patents; provided, however, that any formal assignment document recorded with a patent office or other governmental authority shall reflect that such assignment is subject to the rights, reservations and obligations set forth in the Master Transaction Agreement. Assignee shall bear all reasonable out-of-pocket expenses incurred by Assignor in connection with providing the foregoing cooperation and assistance described in this Section 3.

4. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Patents.
5. Notwithstanding any other provisions of this Agreement to the contrary, nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect any of the provisions (including, without limitation, the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies) or any of the obligations set forth in the Master Transaction Agreement, nor shall this Agreement expand or enlarge any remedies under the Master Transaction Agreement.
6. This Agreement is binding upon and inures to the benefit of Assignor and Assignee and their respective successors and assigns. This Agreement and the rights and obligations of Assignor and Assignee under this Agreement shall be governed by, and construed in accordance with the laws of the State of New York.
7. This Agreement and any amendments hereto may be signed in one or more counterparts, each of which, when signed and delivered, shall be deemed to be an original. All such counterparts together shall constitute one and the same valid and binding agreement, even if all of the parties have not signed the same counterpart. Signatures to this Agreement may be delivered by facsimile or other electronic transmission, in which case the facsimile or other electronic copy of an original signature shall be deemed to be an original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

Agreed to:

GLOBALFOUNDRIES U.S. 2 LLC, as Assignee

By Brian Harrison

Name: Brian Harrison

Title: Authorized Representative

Date June 29, 2015

State of New York)
) S.S.

County of Saratoga)

Before me this 29 day of June, 2015, personally appeared Brian Harrison,
to me known to be the person who is described in and who signed the foregoing Assignment and acknowledged
to me that he/she signed the same of his/her own free will for the purpose therein expressed.

Ashley K. O'Brien

Notary Public

ASHLEY K. O'BRIEN
Notary Public, State of New York
Qualified in Rensselaer County
No. 010B6189588
Commission Expires June 30, 2016

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

Agreed to:

INTERNATIONAL BUSINESS
MACHINES CORPORATION, as Assignor

By 

Name: Robert Belden

Title: Vice President, Business Development

Date: 6/29/2015

State of CT)
) S.S.
County of Litchfield

Before me this 29 day of June, 2015, personally appeared Robert Belden
to me known to be the person who is described in and who signed the foregoing Assignment and acknowledged
to me that he/she signed the same of his/her own free will for the purpose therein expressed.



Notary Public

CHARLES ERNST
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2020

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

EXHIBIT A

Patents (United States)

REMOVED

END OF EXHIBIT A

EXHIBIT B

Patents (Foreign/Non-US)

REMOVED

END OF EXHIBIT B

EXHIBIT C (EXTRACT)

Country	Docket Number	Application Serial Number	Filing Date
US	AUS920130270US1	14/077148	11/11/2013
US	AUS920130270US2	14/098438	12/5/2013
US	AU920120050US1	13/864743	4/17/2013
US	AUS920090239US3	13/887491	5/6/2013
US	AUS920120164US1	13/527280	6/19/2012
US	AUS920120394US1	13/905031	5/29/2013
US	AUS920120406US1	14/037018	9/25/2013
US	AUS920120437US1	14/490616	9/18/2014
US	GB920120019US1	14/378118	2/8/2013
US	YOR920130112US1	13/911669	6/6/2013
US	BUR920100134US2	13/914897	6/11/2013
US	JP920110107US1	14/365325	9/20/2012
US	JP920110107US2	14/490876	9/19/2014
US	SJO920130062US1	13/946034	7/19/2013
US	YOR920130184US2	13/968754	8/16/2013
US	YOR920100622US2	14/603856	1/23/2015