

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3525663

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
CEALLAIGH GROUP, LLC	07/05/2015
RECEIVING PARTY DATA	
Name:	SAW VENTURES, LP
Street Address:	600 WEST WILLIAM CANNON DRIVE
Internal Address:	SUITE 203A
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78749
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	7493434
Patent Number:	7493247
Patent Number:	7426705
Patent Number:	7348796
Patent Number:	7305635
Patent Number:	7296201
Patent Number:	7146548
Patent Number:	7137086
Patent Number:	7058918
CORRESPONDENCE DATA	
Fax Number:	(617)742-4214
<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:	617-217-4700
Email:	ipboston.docketing@nelsonmullins.com, lynn.hall@nelsonmullins.com
Correspondent Name:	NELSON MULLINS RILEY & SCARBOROUGH LLP
Address Line 1:	ONE POST OFFICE SQUARE
Address Line 2:	30TH FLOOR
Address Line 4:	BOSTON, MASSACHUSETTS 02109
ATTORNEY DOCKET NUMBER:	DAW-000

PATENT

NAME OF SUBMITTER:	ANTHONY A. LAURENTANO
SIGNATURE:	/Anthony A. Laurentano/
DATE SIGNED:	09/15/2015
Total Attachments: 9 source=LicensingAgmtCeallaighGroupandSaWVentures#page1.tif source=LicensingAgmtCeallaighGroupandSaWVentures#page2.tif source=LicensingAgmtCeallaighGroupandSaWVentures#page3.tif source=LicensingAgmtCeallaighGroupandSaWVentures#page4.tif source=LicensingAgmtCeallaighGroupandSaWVentures#page5.tif source=LicensingAgmtCeallaighGroupandSaWVentures#page6.tif source=LicensingAgmtCeallaighGroupandSaWVentures#page7.tif source=LicensingAgmtCeallaighGroupandSaWVentures#page8.tif source=LicensingAgmtCeallaighGroupandSaWVentures#page9.tif	

LICENSING AGREEMENT

By and Between: **Ceallaigh Group, LLC** (“Ceallaigh Group”)

And **SaW Ventures, LP** (“SaW”)

WITNESSETH:

WHEREAS, Ceallaigh Group (the “Licensor”) has certain materials regarding formulations and computer programs in the information and microelectronics technology field, including, but not limited to, the development of microelectronics, validation, monitoring and cyber security and has an ownership interest in certain patents concerning this intellectual property as defined herein;

WHEREAS, Licensor shares the interest of SaW to bring this product, as further defined in Paragraph 1(C) below, to market through further research, development and commercialization of the product;

WHEREAS, the Licensor agrees to license, transfer and/or assign, all rights, title, interest that it has in the product and the Licensor’s intellectual property, as defined below, to SaW;

WHEREAS, Licensor enters into this Licensing Agreement (the “Agreement”) in order to permit SaW to commercialize the product and the IP, and SaW wishes to share the credit and financial benefits of commercializing the IP with the Licensor; and

WHEREAS, Licensor and SaW agree that this Agreement shall have an effective date of May 27, 2015.

NOW WHEREFORE LICENSOR AND SaW, IN A SPIRIT OF COOPERATION AND COLLABORATION, AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

I. Definition of The Licensor’s Intellectual Property And The Product To Be Assigned To SaW.

- A. The term “IP” shall mean, without limitation, to any and all rights, title and interest that the Licensor has or may have in the following: any patents rights, patent applications and registrations (pending and/or approved), software, technology, trade secrets, data, trademarks, copyrights, assignment(s) of intellectual property and intellectual property rights associated therewith, computer programs, and/or codes and/or other intellectual property developed and/or conceived by DAFCA and/or Tiger’s Lair, Inc., including, without limitation, all data, programs, codes, and software contained on the computer servers in Licensor’s possession, custody or control and/or computer servers that

have been provided to Licensor by DAFCA and/or Tiger's Lair, Inc. (collectively the "IP").

- B. The term "Hardware" shall mean, without limitation, all of the physical parts or components of any computers and/or servers owned and/or controlled (in whole or in part) by the Licensor and/or its predecessors (including DAFCA) and/or were provided to the Licensor by Tiger's Lair, Inc. This includes, without limitation, all microelectronics, monitors, computer data storage, hard disk drive (HDD), system unit (graphic cards, sound cards, memory, motherboard and chips), and the like.
- C. The term "Product" shall mean and include a combination of the IP and the Hardware as defined above that is owned and/or controlled (in whole or in part) by Licensor and/or its predecessors (including DAFCA), and/or all information technology that is owned and/or controlled (in whole or in part) by Licensor, including any, without limitation, any components of and/or modifications made to the IP and/or the Hardware for any reason, including, without limitation, computer software, programs, codes, microelectronics, patents, registrations, mental impressions, work-product and the like.

II. General License Agreement.

- A. Under this Agreement and according to these terms, Licensor hereby grants the following license rights to SaW, which hereby accepts these license rights. The following license is an exclusive, worldwide license under this Agreement to make and have made, to use and have used, to sell and have sold, to offer to sell, and to import the Product and/or the IP, identified for all fields of use as well as the right to practice or have practiced the Product and/or the IP, as well as methods for making and using the Product and/or the IP in all fields of use:
- B. SaW shall have the right to grant sublicenses for all or part of the rights granted hereunder.
- C. SaW shall have the right to exercise an option to exclusively license from the Licensor any and all other formulations ("Other Formulations") developed by the Licensor, the option to remain open during the term of this Agreement.
- D. Licensor agrees that SaW will have sixty (60) days to confirm in writing to Licensor, SaW's exercise of its option to exclusively license Other Formulations not yet identified to SaW once such Other Formulations have been identified or brought to the attention of Licensor. Licensor shall give (60) days written notice to SaW of such identified Other Formations wherein SaW will have the right to

exercise its option to exclusively license such options under the terms cited above. The Licenser is free to license to other parties those Other Formulations that SaW does not license under this Agreement after such sixty (60) days have expired.

- E. To the extent the Licenser owns or controls any website domain name registered by DAFA with any governmental and/or business agency (the "Registrar"), the Licenser hereby assigns and transfers to SaW all of its rights, title, and interest in and to the Domain Name and any goodwill associated therewith (the Domain Name and any goodwill associated therewith shall hereinafter collectively be referred to as the "Domain Name"). SaW hereby accepts such assignment and transfer. The Licenser hereby consents and authorizes the Registrar to transfer the Domain Name to SaW with the Registrar. The Licenser agrees to take any such actions and execute such other agreements and instruments as are reasonably deemed necessary by the Registrar to transfer the Domain Name to SaW. The Licenser will cooperate promptly in facilitating the transfer of the Domain Name to SaW and will follow the rules designated by the Registrar to effect such transfer, including promptly responding to the e-mail sent to the Licenser contact from the Registrar confirming the transfer of the Domain Name to SaW. SaW will establish an account with the Registrar, initiate the transfer and follow the Registrar's standard transfer procedures.

III. Consideration And Compensation To Be Paid By SaW For The License.

SaW agrees to pay to Licenser the following monies (in United States Dollars):

A. _____

B. _____

C. _____

IV.

A.

B.

C.

D.

E.

V. Licensor's Assignment of the Patents To SaW.

- A. Licensor hereby agrees to assign and/or license to SaW all right, title, and interest in and under any patentable invention that Licensor holds or subsequently obtains regarding compositions of matter, methods of use and/or manufacture relating to the Product. The patents to be assigned by the Licensor to SaW, include, without limitation, the patents identified on Exhibit A, attached hereto.
- B. Licensor further agrees that it will cooperate fully with SaW in preserving and/or securing patent rights for any patentable subject matter under Paragraph V(A) of this Agreement, provided SaW pays all costs and expenses associated with securing, renewing and/or preserving such patent rights from the date of this Agreement going forward.
- C. Licensor agrees to defend title (to the best of its financial ability) to the Product and take the necessary actions for same, and to cooperate with any efforts undertaken by SaW to defend title to the Product, though SaW is under no obligation to do so under the terms of this Agreement.
- D. SaW will have the right to reassign the Product to Licensor at any time during the term set forth above should SaW determine that the Product is insufficient for said purposes and cannot be developed into a commercially viable product.
- E. SaW shall not be allowed to sell the Product in its entirety to another party without the written consent of Licensor, which consent will not be unreasonably withheld.
- F. SaW agrees to maintain the integrity of the existing patents with the United States Patent And Trademark Office (the "USPTO") and retains the right to pursue the revival of any and all patent applications heretofore undertaken by Licensor and/or patent applications heretofore made and/or submitted by Tiger's Lair and/or DAFCA to the USPTO.

VI. Miscellaneous.

- A. This Agreement will begin on the date it is signed by the Parties and will remain in full force and effect thereafter as long as SaW is diligently pursuing the development, commercialization and/or marketing of the Product, and has met the benchmarks referenced herein, unless and until Licensor and SaW agree in writing to modify, extend, or sooner terminate the Agreement, or if SaW terminates this Agreement at any time upon two (2) months' notice that it has deemed the Agreement to be financially unfeasible.

- B. Licensors hereby confirms, to the best of its knowledge and belief, that it holds legal right, title and interests in the Product.
- C. Licensors agrees that it shall not compete with SaW in any commercial or business venture regarding the development and marketing of the Product identified under this Agreement.
- D. Licensors and SaW agree that this Agreement will be governed by the law of the Commonwealth of Massachusetts and that no other promise or written agreements will be permitted to change any of the terms of this Agreement, except and only to the extent that such changes result from subsequent written amendments agreed to and signed by Licensors and SaW. In the event of a dispute arising under this Agreement, the Parties agree to meet in good faith to resolve the dispute. If such efforts are unsuccessful, the parties shall submit the dispute to non-binding mediation before a neutral mediator in Boston, Massachusetts prior to any lawsuit. The Parties consent to jurisdiction in the state and federal district court of Massachusetts in the event of a lawsuit.
- F. CONFIDENTIALITY. Licensors agrees to treat as confidential any and all information disclosed to it pursuant to this Agreement relating to the Product. SaW, in commercializing the Product, shall maintain its confidentiality as is necessary and appropriate in its sole discretion. Notwithstanding the foregoing, confidential information may be disclosed to the extent required by any law or regulation of any governmental authority having jurisdiction over any of the Parties, with appropriate efforts made to maintain confidentiality. There are no obligations of confidentiality as to specific information (a) which is publicly known at the time of disclosure under this Agreement or becomes publicly known at any time other than through disclosure by the recipient of the information; (b) which is demonstrably known to the recipient of the information prior to its receipt from the disclosure; (c) which is disclosed to the recipient by a third party not under an obligation of confidentiality and independently of the studies contemplated by this Agreement; or (d) for which disclosure has been approved by the mutual written consent of the Parties; or (e) independently developed without access to Confidential Information from the discloser.
- G. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- H. This Agreement sets forth the entire agreement between SaW and Licensors pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements, memoranda or letters of proposal or intent, discussions and understandings of SaW and Licensors. All discussions between SaW and

Licensor have merged into this Agreement, and neither party shall be bound by any definition, condition, understanding, representation, warranty, covenant or provision other than as expressly stated in or contemplated by this Agreement or as subsequently shall be set forth in writing and executed by a duly authorized representative of SaW and Licensor to be bound thereby. No amendment or modification of this Agreement shall be valid or binding upon SaW and Licensor, unless agreed upon by both parties, made in writing, and signed on behalf of each of SaW and Licensor by their duly and legally authorized representative officers.

IN WITNESS WHEREOF, the undersigned are duly authorized to execute this Agreement on behalf of SaW and Licensor, as applicable.

On behalf of Ceallaigh Group, LLC

On behalf of SaW Ventures, LP

By: Brendan M.

By: Seth King

Title: CO-MANAGER

Title: General Partner

Date: 7/5/15

Date: 7/5/2015

EXHIBIT A

US Patent Applications and US Patents Assigned to DAFCA(D) and Tiger's Lair(TL)

[From USPTO databases]

US Patents

<u>Docket No</u>	<u>US Ser No</u>	<u>US Pat No</u>	<u>Abdn'd*</u>	<u>Assignee</u>	<u>Title</u>
CEAL-0111	11/136,993	7,493,434	02/19/2013	D	Determining the value of internal signals in a malfunctioning integrated circuit
CEAL-0112	11/295,787	7,493,247	02/07/2017	D	Integrated circuit analysis system and method using model checking
CEAL-0113	11/120,041	7,426,705	09/16/2016	D	Combined hardware/software assertion checking
CEAL-0114	11/258,661	7,348,796	03/25/2016	D	Method and system for network-on-chip and other integrated circuit architectures
CEAL-0115	11/051,774	7,305,635	12/04/2015	D	Serial implementation of assertion checking logic circuit
CEAL-0116	11/262,084	7,296,201	12/04/2015	D	Method to locate logic errors and defects in digital circuits
CEAL-0117	10/929,709	7,146,548	12/05/2014	D	Fixing functional errors in integrated circuits
CEAL-0118	10/956,854	7,137,086	11/14/2014	D	Assertion checking using two or more cores
CEAL-0119	10/425,101	7,058,918	06/05/2014	D	Reconfigurable fabric for SoCs using functional I/O leads

US Patent Applications

<u>Docket No</u>	<u>US Ser No</u>	<u>US App Pub No</u>	<u>Abdn'd**</u>	<u>Ass'e</u>	<u>Title</u>
CEAL-0201	12/623,216	2010/0241864	12/27/2012	D	Authenticating an Integrated Circuit Based On Stored Information
CEAL-0202	12/407,537	2009/0271877	05/25/2012	D	Method to Secure Embedded System with Programmable Logic, Hardware and Software Binding, Execution Monitoring and Counteraction
CEAL-0202CN	13/424,982	Filed 03-20-12	Abdn'd per PAIR		Appln not published
CEAL-0203	12/903,890	2011/0145934	02/12/2013	TL	Autonomous Distributed Programmable Logic for Monitoring and Securing Electronic Systems
CEAL-0204	12/903,882	2011/0145919	05/02/2013	TL	Method And Apparatus For Ensuring Consistent System Configuration In Secure Applications
CEAL-0205	12/903,952	2011/0148457	07/06/2012	TL	Protecting Electronic Systems from Counterfeiting and Reverse-Engineering
CEAL-0206	12/603,965	2011/0154062	08/22/2013	TL	Protecting Electronic Systems from Unauthorized Access and Hardware Piracy