503542474 10/27/2015

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
YU-CHI CHENG	10/27/2015

RECEIVING PARTY DATA

Name:	GSI TECHNOLOGY, INC.
Street Address:	1213 ELKO DRIVE
City:	SUNNYVALE
State/Country:	CALIFORNIA
Postal Code:	94089

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	61783374
Application Number:	14745341
Patent Number:	9083356

CORRESPONDENCE DATA

Fax Number:

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.

Email: andrew.schwaab@dlapiper.com

Correspondent Name: DLA PIPER LLP (US)
Address Line 1: 2000 UNIVERSITY AVE

Address Line 4: E. PALO ALTO, CALIFORNIA 94303

NAME OF SUBMITTER: ANDREW B. SCHWAAB

SIGNATURE: /Andy Schwaab/

DATE SIGNED: 10/27/2015

Total Attachments: 2

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PATENT 503542474 REEL: 036895 FRAME: 0847

ASSIGNMENT

WHEREAS, **Yu-Chi CHENG** made certain inventions or discoveries (or both) set forth in Applications for Letters Patents of the United States of America and/or under the Patent Cooperation Treaty entitled

SYSTEMS AND METHODS OF PHASE-LOCKED LOOP WITH CLOSED-LOOP, CONTINUOUS FREQUENCY RANGE AUTO CALIBRATION X filed as Provisional Appln No. 61/783,374 on March 14, 2013; and SYSTEMS AND METHODS OF PHASE-LOCKED LOOP INVOLVING CLOSED-LOOP, CONTINUOUS FREQUENCY RANGE, AUTO CALIBRATION AND/OR OTHER FEATURES X filed as Appln No. 14/214,542 on March 14, 2014

WHEREAS, <u>GSI Technology</u>, <u>Inc.</u>, a corporation of the State of <u>Delaware</u> and whose address is <u>1213 Elko Drive</u>, <u>Sunnyvale</u>, <u>California 94089</u>, and who, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the entire right, title and interest together with the benefits and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to me, receipt and sufficiency of which I hereby acknowledge, effective as of the date signed, I hereby, without reservation;

- 1. Assign, transfer and convey to Assignee the entire right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said Application for Letters Patent or similar forms of protection of the United States of America, and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all provisional, divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon said inventions or discoveries, or upon said application, and any and all Letters Patent, reissues and extensions of Letters Patent or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent, including all rights to said inventions, discoveries and said Patents and applications as fully and entirely as the same would have been held and enjoyed by us if this Agreement had not been made, including all claims for damages and/or injunction by reason of past and present infringement and including the collection and retention of such damages for the use and enjoyment of Assignee and its successors and assigns;
- 2. Authorize Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or any other relevant convention or treaty or otherwise;
- 3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct;

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- 4. Warrant that we have not knowingly conveyed to others any rights in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
- 5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonable serving to assure that said inventions and discoveries, said patent applications and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing any facts of our conceptions, disclosures, and reduction to practice of said inventions or discoveries.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

IN WITNESS WHEREOF:

RECORDED: 10/27/2015

/Yu-Chi Cheng/	10/27/2015
Yu-Chi CHENG	Date