PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3616027

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
PEGASUS SEMICONDUCTOR	07/15/2015

RECEIVING PARTY DATA

Name:	FLASHSILICON, INCORPORATED
Street Address:	1111 RANCHWOOD PLACE
City:	DIAMOND BAR
State/Country:	CALIFORNIA
Postal Code:	91765

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	7859903
Patent Number:	7983087
Patent Number:	8031524
Patent Number:	8730723
Patent Number:	7400527
Patent Number:	7515465
Patent Number:	7660154
Patent Number:	7733700
Patent Number:	7606069
Patent Number:	7626868

CORRESPONDENCE DATA

Fax Number: (719)448-5922

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: 719-448-5947
Email: PATENTCOLORADOSPRINGS@HOGANLOVELLS.COM
Correspondent Name: HOGAN LOVELLS US LLP
Address Line 1: TWO NORTH CASCADE AVENUE
Address Line 2: SUITE 1300
Address Line 4: COLORADO SPRINGS, COLORADO 80903

NAME OF SUBMITTER:	EDWARD C. KWOK
SIGNATURE:	/edward c. kwok/
DATE SIGNED:	11/13/2015

Total Attachments: 20
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SECURITY AGREEMENT

This Security Agreement is made and entered into effective as of July 15, 2015 by and between FlashSilicon, Incorporated. (the "Secured Party"), a California corporation, whose address is 1111 Ranchwood Place, Diamond Bar, CA 91765 and Pagasus Semiconductor (the "Debtor"), a corporation organized under the laws of the People's Republic of China, whose address is 46 Dongzhimenwai Dajie, Tianheng Building, Suite 1005, Dongcheng District, Beijing 100027.

WHEREAS, the Secured Party wishes to assure itself of the performance of the obligations of the Debtor under the Cooperative Development Agreement (合作开发合同, attached hereto as Exhibit A) and the Technology and Consultation Service Agreement （技术暨咨询服务合同, attached hereto as Exhibit B） between the parties effective on even date herewith (the "Development and Technology Consultation Agreements"); and

WHEREAS, the Debtor wishes to grant the Secured Party a security interest in its worldwide patents in order for the Secured Party to enjoy full use of its rights under the Development and Technology Consultation Agreements;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Collateral For purposes of this Security Agreement, "Collateral" shall mean and refer to any and all of Debtor's present and future right, title and interest in and to the patents and patent applications ("Patent Rights") set forth in Exhibit C attached hereto, including but not limited to all rights to enforce any such Patent Rights in any and all competent jurisdictions, to obtain injunctive reliefs, to collect past damages and any and all remedies available under the applicable laws.

2. Grant of Security Interest For valuable consideration, the Debtor hereby grants to the Secured Party a security interest in the Collateral.

Upon the Secured Party's request, the Debtor shall execute a financing statement or statements covering the Collateral and take such other steps as are necessary to cooperate with the Secured Party to perfect its security interest granted hereunder.

3. Obligations Secured This Security Agreement and the security interest created hereby are given for the purpose of securing Debtor's performance of all obligations of the Debtor to the Secured Party under the Development and Technology Consultation Agreements or this Security Agreement. All obligations secured hereby are hereinafter collectively referred to as the "Obligations." Such Obligations shall include but shall not be limited to the Debtor making timely payment of each of the service fee payments ("Service Fees") specified under Article 4 of the Technology and Consultation Service Agreement, as such Service Fees come due[1]. Failure to

[1] For the avoidance of doubt, Article 4 of the Technology and Consultation Service Agreement specifies the following schedule for payment of the Service Fees, which total 1

timely pay any of the Service Fees by the respective specified date shall constitute an event of default in both the Technology Consultation Service Agreement and this Security Agreement.

4. Rights to Collateral So long as there is no event of default under the Development and Technology Consultation Agreements or this Security Agreement, the Debtor shall retain possession and have full legal and beneficial ownership of the Collateral.

5. Debtor's Duties and Warranties with respect to Collateral

(a) Debtor hereby represents and warrants that it owns all titles, rights and interests in and to the Collateral.

(b) Debtor shall take all actions necessary to maintain each patent in the Collateral in force in every respect at all times in all applicable jurisdictions and to preserve the enforceability and the validity of each patent of the Collateral. Such actions shall include but shall not be limited to timely payments of all issue fees, maintenance fees and annuities and any and all taxes or other charges assessable against it upon or with respect to such patents in the Collateral by any competent governmental authorities..

(c) Debtor shall not sell, transfer, license or assign any of its titles, rights, and interests in and to the Collateral and shall take no action that may in any way impair, invalidate, make unenforceable or diminish the value of any of the patents in the Collateral.

6. Default and Remedies.

(a) For purposes of this Security Agreement,

(i) Debtor's breach of any term, condition, representation or warranty of the Development and Technology Consultation Agreements or this Security Agreement shall constitute an event of default.

(ii) any sale or reorganization of the Debtor resulting in a change in control of Debtor, or a transfer of substantial all assets of Debtor, to a third party shall constitute an event of default.

(iii) any filing by Debtor of a bankruptcy or any proceedings in a court or governmental agency of competent jurisdiction by which a substantial portion of Debtor's assets are to be adjudicated for the benefits of Debtor's creditors shall constitute an event of default.

(b) Upon the occurrence of any event of default as defined above, the Secured Party may declare all of the Obligations of the Debtor immediately due.

(c) In addition to the rights provided for in Paragraph 6(b) hereof, upon the occurrence of an event of default, the Secured Party shall be entitled:

(i) (a) to request the Debtor to assign and transfer to the Secured Party, and the Debtor shall assign and transfer to the Secured Party, all titles, rights and interests in the Collateral; and (b) to record or otherwise perfect such transfers and assignments with the competent

authorities. All expenses incurred in connection with the Secured Party's exercise of its rights under this Paragraph 6(c)(i) shall be borne by the Debtor;

(ii) to all other rights and remedies permissible under the applicable law. All rights and remedies of the Secured Party provided for in this Paragraph 6 shall be cumulative and shall not be to the exclusion of any additional rights that the Secured Party may enjoy under applicable law. All costs and expenses incurred by the Secured Party in enforcing its rights under this Agreement, including legal expenses and reasonable attorneys' fees, shall be borne by the Debtor.

(d) Debtor shall assist in any and all ways or manner necessary for the Secured Party to exercise its rights provided under Paragraphs 6(b) and 6(c) hereof and to perfect its security interest under this Security Agreement.

(e) (i) Debtor and the Secured Party hereby agree, in the event of Debtor's default in whole or in part for reason of failing to timely make a service fee payment, the assignment and transfer to the Secured Party of the Collateral pursuant to Paragraph 6(c)(i) shall constitute complete satisfaction of Debtor's defaulted obligation. In such event, the Secured Party may keep the Collateral and need not account to the Debtor for any deficiency or surplus. The Debtor hereby waives any and rights to object after default to the Secured Party keeping the collateral under this paragraph.

(ii) In all other events of default, the Secured Party shall dispose of the Collateral by a commercially reasonable means and, upon such disposition, the Secured Party shall return any surplus (after deducting all costs and expenses) to the Debtor, but the right of the Secured Party to an action for any deficiency shall be preserved.

(f) The failure of the Secured Party to exercise any right to seek any remedy provided for in this Article 6, and the acceptance by the Secured Party of any partial or delinquent performance by the Debtor of any of the Obligations, shall not constitute a waiver by the Secured Party of any of its rights or remedies hereunder or of its right thereafter to enforce this Security Agreement strictly in accordance with its terms.

7. Termination This Security Agreement shall terminate on July 30, 2019, or upon the earlier termination without any event of default of either the Cooperative Development Agreement or the Technology and Consultation Service Agreement, whichever agreement terminates later.

8. Modification No waiver of any rights of the Secured Party, or modification of any term of this Security Agreement, shall be enforceable unless in writing and signed by the authorized representative of each of the parties hereto.

9. Miscellaneous.

(a) Any notice or other communications hereunder to any party shall be in writing and may be personally served or sent by United States mail, registered or certified, postage prepaid and properly addressed as follows:

To Secured Party:

Mr. Lee Wang
Flashsilicon Incorporated
1111 Ranchwood Place
Diamond Bar, CA 91765

To Debtor:

MR.Yu Nan
Pegasus Semiconductor
1005,Tian Heng Building,No.46
Dongzhimen Wai Street,
Dongcheng District,Beijing,China

(b) This Security Agreement shall be construed and enforced in accordance with the laws of the State of California, without giving consideration to issues pertaining to the choice of law.

(c) The parties consent to the jurisdiction and venue in the U.S. District Court, Central District of California in any action arising out of or relating to this Security Agreement.

(d) This Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Security Agreement on the date first above written.

SECURED PARTY

Lee Wang

By Lee Wang

Title CEO

DEBTOR:

Yu nan

By Yu Nan

Title Executive Director

EXHIBIT A

合作开发合同

甲方：**中天鸿骏半导体有限公司**

公司地址：中国北京市东城区东直门外大街 46 号天恒大厦 1005 室

受托方（乙方）：**弗拉什西利康股份有限公司 (FlashSilicon Incorporation)**

公司地址：1111 RANCHWOOD Place, Diamond Bar, CA 91765, U.S.A.

鉴于甲方须要就半导体技术项目与乙方进行合作开发及商品化事宜，鉴于乙方愿意与甲方合作开发及商品化半导体技术项目。双方经过平等协商，在真实、充分地表达各自意愿的基础上，根据《中华人民共和国合同法》的有关规定及其他相关法律法规的规定，达成如下协议，并由双方共同恪守。

第一条：合作项目名称及标的技术

本合同的合作开发项目名称及标的技术如下：

第二条：合作开发计划

2.1 甲乙双方应友好协调，共同拟定包括实施研究开发工作之总体计划、年度计划等，并约定各阶段所欲完成之工作内容、达成之目标及完成之期限。

2.2 甲乙双方拟定之开发计划，应包含如下内容：

1) 与本合同开发项目及标的技术有关的国内外技术现况、发展趋势及该领域国内外专利申请及授权状况。

2) 现有技术基础和条件及目前存在之主要问题。

3) 合作开发项目应达到之技术水平及经济效益。

4) 开发进度计划。

2.3

2.4

第三条：合作开发项目的投资

3.1

3.2

3.3

1）公元 2017 年 8 月 1 日：甲方应确保公元 2015 年 8 月 1 日至 2017 年 8 月

2）甲

第四条：开发成果之归属及分享

4.1

4.2

4.3

4.4

4.5

4.6

第五条：技术协作及技术指导

5.1

5.2

第六条：保密义务

6.1 任一方应采取与自己处理或保管机密信息之相同标准（但不得低于合理之标准），保管他方于合作开发过程中所揭露之机密信息。未经揭露方事前之书面同意，收受方不得以任何方式直接或间接交付或泄漏机密信息予第三人，且不得为自己或第三人之利益，或为本合同目的以外而使用机密信息。

6.2 收受方应负责使其员工遵守本条之保密义务。

第七条：不可抗力及保证

7.1 因天灾地变等不可抗力之事由，或因罢工、战争，或政府法令之规定等不可归责于一方之事由，致一方无法按时完成其所负责之开发项目时，或如期完成开发项目时，他方同意另一方得自该等事由消灭日起，顺延同等期间提供其应负责之开发项目，而不负迟延给付之责任。

第八条：违约责任、合同终止与效果

8.1 除本合同另有规定外，任一方违背本合同之规定时，他方应定十日以上之期限催告其改善；逾期仍未改善者，未违约之一方得以书面终止本合同。

8.2

8.3

第九条：合同签署与生效

9.1 本合同自双方签署后生效，并取代先前双方所有之口头、书面协议。如因甲方尚未注册完成而由甲方法定代表人先行签署该合同者，甲方法定代表人应于中天公司注册完成后3日内，于本合同上补盖中天公司公章。并主动将补盖中天公司公章之正本文件寄送予乙方留存。

第十条：合同之修改

10.1 本合同及其附件之任何变更，应经双方以书面为之。

第十一条：适用法律与争议解决

11.1 本合同适用中华人民共和国法律，其他作为本合同附件或补充约定的相关法律文件，以该等法律文件明确规定的适用法律为准；

11.2 凡因履行本合同所发生的或与本合同有关的任何争议，双方应友好协商解决；协商不成的，任何一方可以向甲方公司所在地人民法院提起诉讼解决。

第十二条：生效及份数

12.1 本合同自公元 2015 年 8 月 1 日生效；任何一方不对本合同效力提出任何异议、质疑或反对。

12.2 本合同一式 2 份，签署双方各执 1 份，均具有同等法律效力；

甲方：中天鸿骏半导体有限公司（盖章）

法定代表人 / 委托代理人：于楠 （签名）

于楠

2015 年 7 月 30 日

乙方：弗拉什西利康股份有限公司（FlashSilicon Incorporation）（盖章）

法定代表人 / 委托代理人：_____（签名）

2015 年 月 日

EXHIBIT B

技术暨咨询服务合同

委托方（甲方）：**中天鸿骏半导体有限公司**

公司地址：中国北京市东城区东直门外大街46号天恒大厦1005室

受托方（乙方）：**弗拉什西利康股份有限公司 (FlashSilicon Incorporation)**

公司地址：1111 RANCHWOOD Place, Diamond Bar, CA 91765, U.S.A.

因甲方委托乙方就本合同第一条所订项目范围进行专项技术及咨询服务，并支付相应的技术服务及咨询报酬。双方经过平等协商，在真实、充分地表达各自意愿的基础上，根据《中华人民共和国合同法》的规定，达成如下协议，并由双方共同恪守。

第一条：甲方委托乙方进行技术服务的内容如下

甲方委托乙方依双方约定，办理如下项目之技术及咨询服务委托计划（以下简称本服务）。本服务细节或书未尽事项，由甲乙双方随时以附页另行约定，并作为本合同的组成部分。

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第二条：服务期间

自公元 2015 年 7 月 16 日始至公元 2019 年 7 月 30 止。

第三条：交付与验收

乙方应依双方约定之服务项目与期限，按时提供各项服务项目。

第四条：价金与付款方式

（一）甲方应依以下期限分期付款予乙方：

公元 2016 年 7 月 15 日：

公元 2017 年 7 月 15 日：

公元 2018 年 7 月 15 日：

公元 2019 年 7 月 15 日：

（二）甲方应以汇款方式，自行负担汇款手续费用，按时将上述费用汇入甲方指定之银行账户。双方同意乙方有权将本服务之全部或一部分委托乙方之关系(关联)企业提供予甲方。

第五条：权利归属及授权

同生效日起至附件一专利最后消灭之期限止。

第六条：侵权责任

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第七条：保密义务

（一）任一方应采取与自己处理或保管机密信息之相同标准（但不得低于合理之标准），保管他方所揭露之机密信息。未经揭露方事前之书面同意，收受方不得以任何方式直接或间接交付或泄漏机密信息予第三人，且不得为自己或第三人之利益使用机密信息。

（二）收受方应负责使其员工遵守本条之保密义务。

第八条：不可抗力及保证

（一）因天灾地变等不可抗力之事由，或因罢工、战争，或政府法令之规定等不可归责于乙方之事由，致乙方无法按时交付工作项目时，或如期完成本服务时，甲方同意乙方得于通知甲方后，自该等事由消灭日起，顺延同等期间提供本服务。乙方不负迟延给付之责任。

（二）乙方保证其于执行本服务时，将完全遵守及符合各相关法令及授权规范。

第九条：合同终止与效果

除本合同另有规定外，任一方违背本合同之规定时，他方应定三十日以上之期限催告其改善；逾期仍未改善者，未违约之一方得以书面终止本合同。

第十条：合同生效与公证

本合同自双方签署后生效，并取代先前双方所有之口头、书面协议。本服务合同应由双方于签署后立即办理公证。如因甲方尚未注册完成致无法进行公证者，甲方应于中天公司注册完成后 3 日内，于本合同上补盖中天公司公章后立即将本合同办理公证。并主动将完成公证之证明文件寄送予乙方。

第十一条：合同之修改

（一）本合同及其附件之任何变更，应经双方以书面为之。

（二）甲方如有变更本服务之需要且经乙方同意时，应由双方斟酌增加之工作时程、人力及费用，另以书面订定合理报酬。

第十二条：适用法律与争议解决

（一）本合同适用中华人民共和国法律，其他作为本合同附件或补充约定的相关法律文件，以该等法律文件明确规定的适用法律为准；

（二）凡因履行本合同所发生的或与本合同有关的任何争议，双方应友好协商解决；协商不成的，任何一方可以向甲方公司所在地人民法院提起诉讼解决。

第十三条：生效及份数

（一）本合同自公元 2015 年 7 月 15 日生效；任何一方不对本合同效力提出任何异议、质疑或反对。

（二）本合同一式 2 份，签署双方各执 1 份，均具有同等法律效力；

甲方：中天鸿骏半导体有限公司（盖章）

法定代表人 / 委托代理人：_____（签名）

于楠

2015 年 7 月 15 日

乙方：弗拉什西利康股份有限公司 (FlashSilicon Incorporation) (盖章)

法定代表人 / 委托代理人：_____(签名)

2015 年 7 月 15 日

EXHIBIT C

附件一

授权专利

序号	专 利 名 称	证书号	国别	申请日	颁证日	有效期
1	STRUCTURES AND METHODS OF TRIMMING THRESHOLD VOLTAGE OF A FLASH EEPROM MEMORY	102054535	CN	2010/10/12	2014/09/24	2030/10/11
2	STRUCTURES AND METHODS OF TRIMMING THRESHOLD VOLTAGE OF A FLASH EEPROM MEMORY	5341858	JP	2010/10/06	2013/08/16	2030/10/05
3	STRUCTURES AND METHODS OF TRIMMING THRESHOLD VOLTAGE OF A FLASH EEPROM MEMORY	10-1168125	KR	2010/09/10	2012/07/17	2030/9/09
4	快闪式非挥发可抹除可程序只读存储器之临界电压调降方法及其结构	441183	TW	2010/09/13	2014/06/11	2030/9/12
5	STRUCTURES AND METHODS FOR READING OUT NON-VOLATILE MEMORY (NVM) USING REFERENCE CELLS	102568554	CN	2011/11/24	2014/10/01	2031/11/23
6	STRUCTURES AND METHODS FOR READING OUT NON-VOLATILE MEMORY (NVM) USING REFERENCE CELLS	10-1241479	KR	2011/10/31	2013/03/04	2031/10/30
7	STRUCTURES AND METHODS FOR READING OUT NON-VOLATILE MEMORY (NVM) USING REFERENCE CELLS	459387	TW	2011/10/28	2014/11/01	2031/10/27
8	STRUCTURES AND METHODS OF TRIMMING THRESHOLD VOLTAGE OF A FLASH EEPROM MEMORY	5460748	JP	2012/01/10	2014/01/24	2032/1/09
9	STRUCTURES AND METHODS OF TRIMMING THRESHOLD VOLTAGE OF A FLASH EEPROM MEMORY	10-1212360	KR	2011/12/29	2012/12/07	2031/12/28
10	STRUCTURES AND METHODS OF TRIMMING THRESHOLD VOLTAGE OF A FLASH EEPROM MEMORY	489467	TW	2012/1/13	2015/6/21	2032/1/12
11	FIELD SIDE SUB-BITLINE NOR FLASH ARRAY AND METHOD OF FABRICATING THE SAME	102800678	CN	2012/05/21	2014/12/10	2032/5/20
12	FIELD SIDE SUB-BITLINE NOR FLASH ARRAY AND METHOD OF FABRICATING THE SAME	5597672	JP	2012/05/23	2014/08/15	2032/5/22
13	FIELD SIDE SUB-BITLINE NOR FLASH ARRAY AND METHOD OF FABRICATING THE SAME	10-1393133	KR	2012/05/22	2014/04/30	2032/5/21

14	FIELD SIDE SUB-BITLINE NOR FLASH ARRAY AND METHOD OF FABRICATING THE SAME	457936	TW	2012/05/21	2014/10/21	2032/5/20
15	METHODS AND STRUCTURES FOR READING OUT NON-VOLATILE MEMORY USING NVM CELLS AS A LOAD ELEMENT	US 7,859,903	US	2008/2/14	2010/12/28	2028/2/13
16	METHODS AND STRUCTURES FOR READING OUT NON-VOLATILE MEMORY USING NVM CELLS AS A LOAD ELEMENT	US 7,983,087	US	2010/11/22	2011/7/19	2030/11/21
17	STRUCTURES AND METHODS TO STORE INFORMATION REPRESENT BY A MULTIPLE-BIT BINARY WORD IN ELECTRICALLY ERASABLE, PROGRAMMABLE READ-ONLY MEMORY (EEPROM)	US 8,031,524	US	2009/2/25	2011/10/4	2029/2/24
18	STRUCTURES AND METHODS OF HIGH EFFICIENT BIT CONVERSION FOR MULTI-LEVEL CELL NON-VOLATILE MEMORIES	5659257	JP	2013/03/11	2014/12/05	2033/3/10
19	STRUCTURES AND METHODS OF HIGH EFFICIENT BIT CONVERSION FOR MULTI-LEVEL CELL NON-VOLATILE MEMORIES	10-1415390	KR	2013/03/07	2014/06/27	2033/3/06
20	STRUCTURES AND METHODS OF HIGH EFFICIENT BIT CONVERSION FOR MULTI-LEVEL CELL NON-VOLATILE MEMORIES	486956	TW	2013/03/08	2015/06/01	2033/3/7
21	STRUCTURES AND METHODS OF HIGH EFFICIENT BIT CONVERSION FOR MULTI-LEVEL CELL NON-VOLATILE MEMORIES	US 8,730,723	US	2012/3/12	2014/5/20	2032/3/11
22	SELF-ADAPTIVE AND SELF-CALIBRATED MULTIPLE-LEVEL NON-VOLATILE MEMORIES	101290802	CN	2008/03/31	2013/03/13	2028/3/30
23	SELF-ADAPTIVE AND SELF-CALIBRATED MULTIPLE-LEVEL NON-VOLATILE MEMORIES	5339759	JP	2008/03/28	2013/08/16	2028/3/27
24	BIT SYMBOL RECOGNITION METHOD AND STRUCTURE FOR MULTIPLE BIT STORAGE IN NON-VOLATILE MEMORIES	US 7,400,527	US	2006/3/16	2008/7/15	2026/3/15
25	STRUCTURES AND METHODS TO STORE INFORMATION REPRESENTABLE BY A MULTIPLE-BIT BINARY WORD IN ELECTRICALLY ERASABLE, PROGRAMMABLE READ-ONLY MEMORY (EEPROM)	US 7,515,465	US	2006/6/7	2009/4/7	2026/6/06
26	LEVEL VERIFICATION AND ADJUSTMENT FOR MULTI-LEVEL CELL (MLC) NON-VOLATILE MEMORY (NVM)	US 7,660,154	US	2008/12/24	2010/2/9	2028/12/23

27	METHOD AND STRUCTURES FOR HIGHLY EFFICIENT HOT CARRIER INJECTION PROGRAMMING FOR NON-VOLATILE MEMORIES	101393773	CN	2008/07/18	2014/05/07	2028/7/17
28	METHOD AND STRUCTURES FOR HIGHLY EFFICIENT HOT CARRIER INJECTION PROGRAMMING FOR NON-VOLATILE MEMORIES	US 7,733,700	US	2007/7/18	2010/6/8	2027/7/17
29	BIT-SYMBOL RECOGNITION METHOD AND STRUCTURE FOR MULTIPLE-BIT STORAGE IN NON-VOLATILE MEMORY	US 7,606,069	US	2008/4/30	2009/10/20	2028/4/29
30	LEVEL VERIFICATION AND ADJUSTMENT FOR MULTI-LEVEL CELL (MLC) NON-VOLATILE MEMORY (NVM)	US 7,626,868	US	2007/5/4	2009/12/1	2027/5/03