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PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
XIAOLEI LIU	11/05/2015
GUIQIN WANG	11/05/2015
MATTHEW NG	11/05/2015

RECEIVING PARTY DATA

Name:	MEMS ACTUATOR ARCHITECTURE
Street Address:	2832 EAST FOOTHILL BLVD
City:	PASADENA
State/Country:	CALIFORNIA
Postal Code:	91107

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15012682

CORRESPONDENCE DATA

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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.

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DUANE MORRIS LLP C/O MARK MARCELLI **Correspondent Name:**

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ATTORNEY DOCKET NUMBER: G3724-00002 NAME OF SUBMITTER: MARK J. MARCELLI SIGNATURE: /Mark J. Marcelli/ **DATE SIGNED:** 02/02/2016

Total Attachments: 2

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> **PATENT REEL: 037649 FRAME: 0642** 503676783

Attorney Docket No.: G3724-00001

ASSIGNMENT

THIS ASSIGNMENT, by Xiaolei Liu, residing at 1738 N. Hanscom Dr., South Pasadena, CA 91030; Guiqin Wang residing at 6529 Kauffman Avenue, Arcadia, CA 91007; and Matthew Ng residing at 9501 Steele St, Apt D, Rosemead, CA 91770, (hereinafter referred to as the assignors), witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in MEMS ACTUATOR ARCHITECTURE, set forth in a provisional application for Letters Patent of the United States as U.S. Patent Application, as filed herewith.

WHEREAS, MEMS Drive Inc., a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 2832 East Foothill Blvd, Pasadena, CA 91107 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in exchange for good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, any and all regular patent applications based thereon, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are joint and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any

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Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby requests the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

<u>///05/2015</u> Date	Xinolei Liu
///o5/2015 Date	Guiqin Wang
11 / 5 /15 Date:	Matthew Ng