# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3767292

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
TECHNOLOGY PROPERTIES LIMITED LLC	01/21/2015

### **RECEIVING PARTY DATA**

Name:	MCM PORTFOLIO LLC
Street Address:	4880 STEVENS CREEK BLVD.
Internal Address:	SUITE 103
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95129

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	7162549

#### CORRESPONDENCE DATA

Fax Number: (408)446-5444

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.

408-886-5441 Phone: Email: emi@alliacense.com

**Correspondent Name: EMI RHODES** 

Address Line 1: 4880 STEVENS CREEK BLVD.

Address Line 2: **SUITE 103** 

Address Line 4: SAN JOSE, CALIFORNIA 95129

ATTORNEY DOCKET NUMBER:	76706-201401
NAME OF SUBMITTER:	EMI RHODES
SIGNATURE:	/EMI RHODES/
DATE SIGNED:	03/03/2016
	This document serves as an Oath/Declaration (37 CFR 1.63).

#### **Total Attachments: 3**

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> **PATENT REEL: 037886 FRAME: 0373** 503720651

#### US '549 ASSIGNMENT

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This instrument of assignment ("Assignment") is entered into by and between Technology Properties Limited LLC hereinafter sometimes "TPL" formerly known as Technology Properties Limited on the one hand, and MCM Portfolio LLC hereinafter sometimes "MPL" formerly known as FMM Portfolio LLC ("FPL") on the other hand.

WHEREAS, pursuant to the terms of that certain License Agreement entered into between MPL (f/k/a FPL) and TPL on 31 December 2006 (as of 12 April 2006) together with the First Addendum thereto dated 6 August 2008 made a part hereof as Attachment I (collectively the "MPL/TPL License"), MPL granted to TPL certain rights with respect to the management and commercialization of the patents and related materials described in the Schedule of CORE Flash Patents ("Schedule") attached to the MPL/TPL License, which said patents and materials together with other Applications assigned to MPL by TPL have become parts of what is known as the "CORE Flash Portfolio";

WHEREAS, the said CORE Flash Portfolio includes United States Patent 7,162,549 titled "Multimode Controller for Intelligent and "Dumb" Flash Cards," as well as materials related thereto, including all re-issue, re-exams, IPRs children, divisionals, continuations, continuations in part, and non-US counterparts of any of the foregoing, in the past, present or future, collectively "The '549 Patent"; and,

WHEREAS, as part of the Reorganization proceeding currently pending in the United States Bankruptcy Court, Northern District of California, San Jose Division as case number 13-51589-SLJ-11, TPL is authorized to divest itself of, transfer, and assign to MPL all rights with respect to The '549 Patent arising under the MPL/TPL License or otherwise.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained as well as of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is covenanted and agreed by and between the parties hereto that:

A. By these presents, TPL hereby grants, sets over, assigns, transfers, conveys, and acquits unto MPL all of TPL's

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right, title, and interest of whatsoever kind or nature now or ever existing or hereafter arising in and/or with respect to:

- 1. The '549 Patent together with an interest in CORE Flash Portfolio materials related thereto; and,
- 2. All past, present, and future entitlements, claims, rights, and/or causes of action with respect to The '549 Patent, including specifically all damages and other remedies for past, present, and/or future infringement, misappropriation, and/or use thereof as well as the right to sue thereon in its own name and for its own use and benefit and to enjoin the use thereof.
- B. This Assignment vests in MPL the exclusive, worldwide right: (i) to regulate and control by license, sublicense, affiliation, or other agreement the practice and/or use of The '549 Patent; (ii) to otherwise pursue the Commercialization thereof and the manufacture, sale, and use of products and/or services relying on The '549 Patent; (iii) to sue and collect for its own use and benefit all claims for damages by reason of past infringement or use of The '549 Patent; and, (iv) to pursue all remedies of whatsoever kind or nature for its own use and benefit relating to the past, present, or future use of The '549 Patent.
- C. By these presents TPL appoints, authorizes, and directs MPL to act for and on behalf of TPL and in its place and stead with respect to all matters related to the management and/or commercialization of The '549 Patent, including transactions involving The '549 Patent entered into by TPL prior to this Assignment. Upon request TPL shall promptly execute and deliver all documents, instruments, and things related to the CORE Flash Portfolio which are necessary or useful in the conduct of MPL's activities with respect to The '549 Patent.
- D. TPL shall have the continuing obligations to MPL hereunder to:
  - 1. Refrain from activity of any kind or nature which may impede, impair, frustrate or otherwise interfere with The '549 Patent activities of MPL including, for example, any communication characterizing the nature of The '549 Patent, the licenses, or the litigation involving The '549 Patent; and,

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2. Impose the covenants of this Assignment on its directors, officers, employees, consultants, attorneys, agents and other affiliates or representatives ("Affiliates") and remain responsible for any failure in the good and faithful performance of this Assignment by TPL and/or its Affiliates.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 21 day of Jun. 2014. 2015.

TECHNOLOGY PROPERTIES LIMITED LLC

MCM BORTFOLIO LLC

by: Macia

Arocklyaswamy Venkidu

Manager

by:

Susan L. Asmalt

Manager

by:

Daniel E. Leckrone

Sale Member

## Attachments:

I. First Addendum dated 6 AUG 2008

US '549 Assignment 26NOV14-3