

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3787841

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	QUICKSILVER TECHNOLOGY, INC.	10/13/2005
RECEIVING PARTY DATA		
Name:	TECHFARM VENTURES MANAGEMENT, LLC	
Street Address:	2275 EAST BAYSHORE ROAD	
City:	PALO ALTO	
State/Country:	CALIFORNIA	
Postal Code:	94303	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Application Number:	14082691
	Application Number:	14714993
CORRESPONDENCE DATA		
Fax Number:	(312)977-4405	
<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>		
Email:	ldstewart@nixonpeabody.com	
Correspondent Name:	WAYNE L. TANG	
Address Line 1:	70 WEST MADISON STREET. SUITE 3500	
Address Line 2:	NIXON PEABODY LLP	
Address Line 4:	CHICAGO, ILLINOIS 60602	
ATTORNEY DOCKET NUMBER:	066664-007USC2-USC3	
NAME OF SUBMITTER:	WAYNE L. TANG	
SIGNATURE:	/Wayne L. Tang--Reg. No. 36028/	
DATE SIGNED:	03/17/2016	
Total Attachments: 16		
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**CERTIFICATE OF TURNOVER OF COLLATERAL
IN FULL SATISFACTION OF OBLIGATIONS**

[CALIFORNIA COMMERCIAL CODE § 9620]

On or about June 1, 2004, Quicksilver Technology, Inc. ("Quicksilver" or "Debtor") issued secured promissory notes in the aggregate principal amount of \$1,525,000.00 to TechFarm Ventures (Q), L.P., TechFarm Ventures, L.P., Sigma Partners 6, L.P., Sigma Associates 6, L.P., Sigma Investors 6, L.P., Selby Venture Partners II, L.P., Emerging Alliance Fund, L.P., and Portview Communications Partners, L.P. (collectively, the "Lenders"), pursuant to certain loan documents including Secured Convertible Promissory Notes, a Note Purchase Agreement and a Security Agreement (collectively, the "June Loan Documents").

On or about August 2, 2004 and again on or about November 2, 2004, Debtor issued additional secured promissory notes in subsequent loan closings to certain of the Lenders, in the principal amounts of \$508,000.00 and \$125,000.00 respectively. The principal amount of the notes issued to each of the Lenders is described in Schedule I of the Note Purchase Agreement and in each of the related Secured Convertible Promissory Notes. These documents, together with the June Loan Documents, are hereinafter collectively referred to as the "Loan Documents").

On or about June 1, 2004, Quicksilver together with the Lenders entered into the aforementioned Security Agreement whereby collateral agent TechFarm Ventures Management, LLC ("Collateral Agent"), on behalf of the Lenders, was granted a security interest in certain property of Quicksilver (the "Subject Assets"). A description of the Subject Assets is attached hereto as Exhibit A.

In accordance with the Loan Documents, the amount of Quicksilver's obligations to Lenders includes principal in the amount of \$2,133,000.00. In addition, unpaid interest in an amount of not less than \$165,570.00 has accrued on the outstanding principal balance under the Secured Convertible Promissory Notes (collectively, the "Notes"). In sum, the aggregate of all outstanding principal under the Notes together with accrued and unpaid interest, fees and costs thereon is in an amount of not less than \$2,298,570.00. This amount, together with any and all other amounts that may be due and owing to Lenders pursuant to the Loan Documents shall hereinafter be collectively referred to the "Quicksilver Obligation."

Debtor is in default under each of the Notes for, among other reasons, its failure to make payments when due.

To satisfy the Quicksilver Obligation, Quicksilver has agreed to transfer any and all of its interest in the Secured Assets to the Collateral Agent, except for certain Cash-On-Hand as defined below, and the Lenders, in turn, have agreed to accept the Secured Assets (excepting the Cash-On-Hand being retained by Quicksilver) by and through the Collateral Agent as full satisfaction of the Quicksilver Obligation.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Pursuant to § 9620 of the California Commercial Code, and in full satisfaction of the Quicksilver Obligation, Quicksilver does hereby transfer, assign, license and deliver (collectively, "transfer") to TechFarm Ventures Management, LLC, as Collateral Agent under the Security Agreement, all of the rights, title and interest of Debtor to and in all of the Subject Assets of Debtor except as set forth below, which Subject Assets are described in Exhibit A attached hereto, which is incorporated herein by reference. Notwithstanding the foregoing, Quicksilver shall not transfer, and may retain possession of, pay retainers with, or use in its reasonable judgment for purposes of winding up the company's affairs, certain of the funds it holds in bank accounts in the amount of not more than \$40,000.00 (the "Cash-On-Hand"). The parties acknowledge the Quicksilver Obligation is in an amount of not less than TWO MILLION TWO HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED SEVENTY DOLLARS (\$2,298,570.00).

The term "transfer" shall herein be deemed to include the assignment, licensing and delivery of Subject Assets, which shall further include but not be limited to the licensing of the Collateral Agent to use Subject Assets wherever required.

Any portion of the Cash-On-Hand held by Quicksilver at such time that a wind down and dissolution of the company has been completed, or remaining from retainers paid to counsel, shall be transferred (or caused to be transferred) to Collateral Agent at that time.

AS BETWEEN DEBTOR AND COLLATERAL AGENT, THE SUBJECT ASSETS ARE TRANSFERRED AND LICENSED "AS IS," "WHERE IS," AND "IF IN," WITH ALL FAULTS. EXCEPT AS EXPRESSLY HEREIN PROVIDED, DEBTOR SPECIFICALLY DISCLAIMS ALL WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, POSSESSION, QUIET ENJOYMENT OR TITLE, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, TRADE USAGE OR TRADE PRACTICE.

Debtor acknowledges that it has not relied upon any representations of Collateral Agent or Lenders, except as may specifically be provided herein, in entering into this transfer of Subject Assets. Collateral Agent and Lenders agree that they are accepting the Subject Assets in full satisfaction of the Quicksilver Obligation.

As between Debtor and Collateral Agent, in addition to any other consideration, Collateral Agent shall be liable for costs associated with the transfer of the Subject Assets, including all sales or use taxes, to the extent any may exist or be assessed, and shall hold Debtor harmless from costs relating thereto, if any.

Quicksilver agrees to cooperate with Collateral Agent in completing any documents that, in Collateral Agent's sole opinion, are necessary to give effect to this agreement.

All aspects of this agreement, including construction, validity and performance of this agreement, shall be governed by, and construed and enforced in accordance with, the laws of the State of California. The parties agree that the state or federal courts in the County of Santa Clara, State of California shall have exclusive jurisdiction with respect to any dispute arising under this agreement.

This agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

This agreement is effective as October 13, 2005.

QUICKSILVER TECHNOLOGY, INC.

By: 

Name: Bryan Wang

Its: CFO

TECHFARM VENTURES MANAGEMENT, LLC
As Collateral Agent

By: 

Name: Gordon Campbell

Title: Senior Managing Member

LENDERS:

TECHFARM VENTURES, L.P.

By: TechFarm Ventures Management, LLC

Its: General Partner

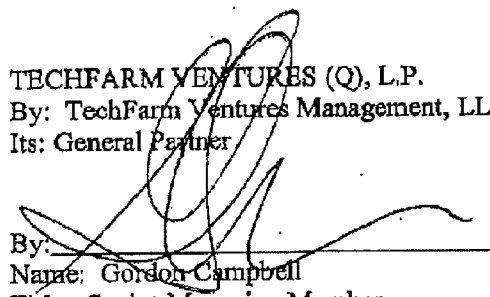
By: 

Name: Gordon Campbell

Title: Senior Managing Member

[Signatures are continued on the next page.]

TECHFARM VENTURES (Q), L.P.
By: TechFarm Ventures Management, LLC
Its: General Partner

By: 
Name: Gordon Campbell
Title: Senior Managing Member

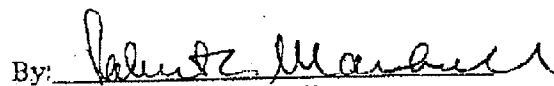
SIGMA ASSOCIATES 6, L.P.
By its General Partner:
SIGMA MANAGEMENT 6, L.L.C.

SIGMA INVESTORS 6, L.P.
By its General Partner:
SIGMA MANAGEMENT 6, L.L.C.

SIGMA PARTNERS 6, L.P.
By its General Partner:
SIGMA MANAGEMENT 6, L.L.C.

By: _____
Name: _____
Title: _____

SELBY VENTURE PARTNERS II, L.P.

By: 
Name: Robert C. Marshall
Title: Managing Partner

[Signatures are continued on the next page.]


TECHFARM VENTURES (Q), L.P.
By: TechFarm Ventures Management, LLC
Its: General Partner

By: _____
Name: Gordon Campbell
Title: Senior Managing Member

SIGMA ASSOCIATES 6, L.P.
By its General Partner:
SIGMA MANAGEMENT 6, L.L.C.

SIGMA INVESTORS 6, L.P.
By its General Partner:
SIGMA MANAGEMENT 6, L.L.C.

SIGMA PARTNERS 6, L.P.
By its General Partner:
SIGMA MANAGEMENT 6, L.L.C.

By: 
Name: LAURENCE G. FINCH
Title: Managing Director

SELBY VENTURE PARTNERS II, L.P.

By: _____
Name: Robert C. Marshall
Title: Managing Partner

[Signatures are continued on the next page.]

TECHFARM VENTURES (Q), L.P.
By: TechFarm Ventures Management, LLC
Its: General Partner

By: _____
Name: Gordon Campbell
Title: Senior Managing Member

SIGMA ASSOCIATES 6, L.P.
By its General Partner:
SIGMA MANAGEMENT 6, L.L.C.

SIGMA INVESTORS 6, L.P.
By its General Partner:
SIGMA MANAGEMENT 6, L.L.C.

SIGMA PARTNERS 6, L.P.
By its General Partner:
SIGMA MANAGEMENT 6, L.L.C.

By: _____
Name: _____
Title: _____

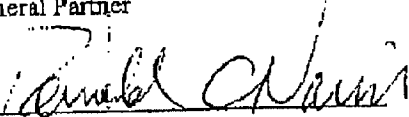
SELBY VENTURE PARTNERS II, L.P.

By: Robert C. Marshall
Name: Robert C. Marshall
Title: Managing Partner

[Signatures are continued on the next page.]

EMERGING ALLIANCE FUND, L.P.

By: VENTURETECH ALLIANCE, L.L.C.
Its General Partner

By: 
Name: Ronald G. Norris
Title: Managing Member

PORTVIEW COMMUNICATIONS PARTNERS, L.P.

By: _____
Name: Shawna Morehouse and Scott Somerville
Title: Authorized Signatories
For and on Behalf of CIBC Bank and
Trust Company (Cayman) Limited in its
Capacity as Administrator of Portview
Communications Management LLC, the
General Partner of Portview
Communications Partners LP

EMERGING ALLIANCE FUND, L.P.

By: VENTURETECH ALLIANCE, L.L.C.
Its General Partner

By: _____
Name: Ronald C. Norris
Title: Managing Member

PORTVIEW COMMUNICATIONS PARTNERS, L.P.

By: ROE
Name: ~~Shawna Merchouse and Scott Somerville~~
Title: Authorized Signatories
For and on Behalf of CIBC Bank and
Trust Company (Cayman) Limited in its
Capacity as Administrator of Portview
Communications Management LLC, the
General Partner of Portview
Communications Partners LP

RONAN GUILFOYLE
Admiral Administration Ltd.

**EXHIBIT A TO CERTIFICATE OF TURNOVER OF COLLATERAL
IN FULL SATISFACTION OF OBLIGATIONS**

The Subject Assets are as follows:

All right, title, interest, claims and demands of Company in and to the following property:

- (i) All goods and equipment now owned or hereafter acquired, including, without limitation, all laboratory equipment, computer equipment, office equipment, machinery, fixtures, vehicles, and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;
- (ii) All inventory now owned or hereafter acquired, including, without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of Company's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above, and Company's books relating to any of the foregoing;
- (iii) All contract rights, general intangibles, health care insurance receivables, payment intangibles and commercial tort claims, now owned or hereafter acquired, including, without limitation, all patents, patent rights (and applications and registrations therefor), trademarks and service marks (and applications and registrations therefor), inventions, copyrights, mask works (and applications and registrations therefor), trade names, trade styles, software and computer programs, trade secrets, methods, processes, know how, drawings, specifications, descriptions, and all memoranda, notes, and records with respect to any research and development, goodwill, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, computer programs, computer disks, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payments of insurance and rights to payment of any kind and whether in tangible or intangible form or contained on magnetic media readable by machine together with all such magnetic media;
- (iv) All now existing and hereafter arising accounts, contract rights, royalties, license rights and all other forms of obligations owing to Company arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Company (subject, in each case, to the contractual rights of third parties to require funds received by Company to be expended in a particular manner), whether or not earned by performance, and any and all credit insurance, guarantees, and other security therefor, as well as all merchandise returned to or reclaimed by Company and Company's books relating to any of the foregoing;
- (v) All documents, cash, deposit accounts, letters of credit, letter of credit rights, supporting obligations, certificates of deposit, instruments, chattel paper, electronic chattel paper, tangible chattel paper and investment property, including, without limitation, all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts and commodity accounts, and all financial assets held in any securities account or otherwise, wherever located, now owned or hereafter acquired and Company's books relating to the foregoing; and

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(vi) Any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof, including, without limitation, insurance, condemnation, requisition or similar payments and the proceeds thereof.

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**SCHEDULE A
TO SECURITY AGREEMENT**

COPYRIGHTS

None

PATENTS

<u>Title</u>	<u>Date Issued</u>	<u>Patent No.</u>
Method and System for Reconfigurable Channel Coding	May 10, 2003	6577678
Adaptive and Reconfigurable Integrated Circuitry for Multimode Rate Reception For Dynamic Search and Multipath Resolution	Sept 9, 2003	6618434
High Performance Memory Efficient Variable-Length Coding Decoder	July 1, 2003	6587057
Method, System And Language Structure For Programming Reconfigurable Hardware	May 4, 2004	6732354

PATENT APPLICATIONS

See attached list
"Patent Applications Filed"

TRADEMARKS

None

TRADEMARK APPLICATIONS

None

MASK WORKS

None

[LICENSES OF PATENTS, TRADEMARKS, COPYRIGHTS OR MASK WORKS]
(other than non-exclusive licenses to end-users)

See attached list

"Patent Licenses (exclusive)"

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QuickSilver Technology, Inc.
Patent License Agreements
7/29/2005

Company Name	Type of Agreement	Patent Number	Patent Title	Comments/Status
Giga Operations, Inc.	Exclusive	5,857,109	Programmable logic device for real time video processing.	Patents assigned to and owned by QuickSilver
	Exclusive	5,652,875	Implementation of a selected instruction set CPU in programmable hardware.	"
	Exclusive	5,603,043	System for compiling algorithmic language source code for implementation in programmable hardware.	"
Virginia Tech	Exclusive	5,828,838	Whole Run-time Reconfigurable Processor Field Programmable Gate Array (FPGA)	Signed agreement in place.

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OST-102 US	Control-flow methodologies in ALGOL	14-Aug-83	10863.976
OST-081 US	System for communication between a host and a heterogeneous multiprocessor environment using efficient zero-overhead FPCs	18-Aug-83	10864.621
OST-114 US	PROGRAMMING LANGUAGE CONSTRUCTS SUPPORTING STATIC AND DYNAMIC CONFIGURATION OF AN ADAPTIVE COMPUTING DEVICE	21-Aug-83	10866.288
OST-088 CV US	PCN - PROGRAMMING SCHEME (PSC)	29-Sep-83	10873.670
OST-041 CV US	PCN - Programmable Self Node (PSCN)	10-Oct-83	10883.553
OST-068 CV US	PCN - Programmable Bit Manipulation Node (PBMN)	20-Nov-83	10718.921
OST-100 CV US	PCN NODE plus New Aspect of MAC being Incorporated	10-Dec-83	10719.485
OST-147 PR US	IntelCust Compiler Node in VAX ABE	22-Jan-84	60258.278
OST-147 PR US	Adaptive Computing Specification Design Manual, System and Software	22-Jan-84	10761.555
OST-088 PL US	PCN - Programmable Self Node (PSCN)	26-Jan-84	10784.454
OST-115 US	PCN - Programmable Self Node (PSCN)	10-Feb-84	10784.454
OST-119 PR US	IBM Vario	10-Mar-84	TBD
	NEW NODE - DYN - Motion Estimation Node		

**ASSIGNMENT TO TECHFARM VENTURES MANAGEMENT, LLC
FROM QUICKSILVER TECHNOLOGY, INC.**

**ADDITIONAL PATENT NUMBERS
AND PATENT APPLICATION NUMBERS**

Patents:

- | | |
|---------------|-----------------|
| 2. 6,986,021; | 22. 10/280,496; |
| 3. 6,618,434; | 23. 10/013,825; |
| 4. 6,968,454; | 24. 10/135,905; |
| 5. 6,732,354; | 25. 10/022,776; |
| 6. 6,577,678; | 26. 10/093,156; |
| 7. 6,874,079; | 27. 10/015,544; |
| 8. 7,046,635; | 28. 10/015,530; |
| 9. 7,088,825; | 29. 10/437,855; |

Patent Applications:

- | | |
|-----------------|---------------------|
| 10. 10/384,486; | 30. 10/015,537; |
| 11. 10/990,800; | 31. 10/295,632; |
| 12. 09/997,530; | 32. 10/295,692; |
| 13. 11/241,009; | 33. 11/498,647; |
| 14. 10/289,639; | 34. 10/067,496; |
| 15. 10/040,100; | 35. 10/233,175; |
| 16. 11/282,460; | 36. 10/092,859; |
| 17. 10/289,640; | 37. 10/268,872; |
| 18. 10/437,800; | 38. 10/443,501; |
| 19. 10/402,691; | 39. 10/626,833; |
| 20. 09/872,397; | 40. 10/719,921; |
| 21. 09/898,350; | 41. 10/606,031; and |
| | 42. 10/645,269. |