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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
INTEL CORPORATION	04/11/2016

RECEIVING PARTY DATA

Name:	TAIWAN SEMICONDUCTOR MANUFACTURING CO., LTD.		
Street Address:	NO. 8, LI-HSIN RD. 6, HSINCHU SCIENCE PARK		
City:	HSINCHU		
State/Country:	TAIWAN		
Postal Code:	300-78		

PROPERTY NUMBERS Total: 2

Property Type	Number	
Patent Number:	6957069	
Patent Number:	7081887	

CORRESPONDENCE DATA

Fax Number: (404)521-4286

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ATTORNEY DOCKET NUMBER:	252011-5980/-5990	
NAME OF SUBMITTER:	DANIEL R. MCCLURE	
SIGNATURE:	/Daniel R. McClure/	
DATE SIGNED:	06/08/2016	

Total Attachments: 3

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> PATENT REEL: 038843 FRAME: 0855

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "<u>Assignment</u>") is made and entered into as of April 11, 2016, ("<u>Effective Date</u>") by and between Intel Corporation, a Delaware corporation ("<u>Seller</u>") and Taiwan Semiconductor Manufacturing Company, Ltd., a corporation of the Republic of China ("<u>Buyer</u>") (Buyer and Seller, each a "<u>Party</u>" and collectively, the "<u>Parties</u>").

WHEREAS, the Parties are parties to a Patent Sale Agreement dated April 11, 2106 (the "PSA"), pursuant to which, among other things, Seller has agreed to transfer to Buyer the Assigned Assets (as defined in Section 4 of this Assignment); and

WHEREAS, in accordance with, and subject to, the terms and conditions of the PSA, the Parties wish to execute this Assignment.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained in the PSA, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

- 1. <u>Assignment.</u> On the terms and subject to the conditions set forth herein and in the PSA, and except for the Seller Retained Rights and subject to the Permitted Encumbrances and to the licenses, releases and other rights granted to or retained by Seller under the PSA, Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, and Buyer hereby purchases from Seller, all of Seller's right, title and interest, as of the Effective Date, in and to the Assigned Assets.
- 2. Recording the Assignment. The Parties hereby authorize the relevant authority at the United States Patent and Trademark Office, or any foreign equivalent thereto, to record this Assignment. Buyer agrees that it is Buyer's responsibility to record this Assignment.
- 3. Exclusion of Wartanties. EXCEPT AS SET FORTH IN THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PSA, THE ASSIGNED ASSETS ARE ASSIGNED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF OR RELATED TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OR ENFORCEABILITY.
- 4. <u>Definitions</u>. Capitalized terms used in this Assignment but not defined in this Assignment shall have the meanings ascribed to such terms in the PSA.
- (a) "Assigned Assets" means (i) all of Seller's right, title and interest, as of the Effective Date, in and to the Transferred Patents, and (ii) any right that Seller has to sue for past, present or future infringement of the Transferred Patents and to retain any damages and profits due or accrued for any such past, present or future infringement of the Transferred Patents.
- (b) "Transferred Patents" means the patents and patent applications specifically set forth in <u>Table A</u>. For clarity, "Transferred Patents" do not include any patents or patent applications other than those specifically set forth in <u>Table A</u>, regardless of whether such patents

PATENT REEL: 038843 FRAME: 0856 or patent applications have similar specifications or similar claims to the patents and patent applications that are set forth in Table Δ .

- 5. Entire Agreement. This Assignment, together with the PSA, contains the entire agreement between the Parties with respect to the subject matters hereof and thereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters. In the event of any conflict between this Agreement and the PSA, the terms of the PSA shall govern.
- Counterparts. This Assignment may be executed in one or more counterparts, each of
 which shall be deemed an original, and all of which shall constitute one and the same
 Assignment.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf by an officer thereunic duly authorized, all as of the date first written above.

TAIWAN SEMICONDUCTOR
MANUFCATURING COMPANY, LTD.

sould Billie Chen

Tille: Chief IP Counsel

INTEL CORPORATION

James A. Kovacs

Associate General Counsel, Director, Patent Licensing Group

LEGAL OK

TABLE A
TRANSFERRED PATENTS

Palent#	Country Code	Seller Asset ID	Seller Family ID
6957069	US	P50405	P50405
60327632	DE	P50405DE	P50405
1527633	EP	P50405EP	P50405
1527693	FR	P50405FR	P50405
1527633	GB	P50405G8	P50405
1289598	TW	P50405TW	P50405
7081867	US	P15562	P15562

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