

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3956321

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
LAKESTAR SEMI INC.	07/12/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CONEXANT SYSTEMS, INC.
<b>Street Address:</b>	1901 MAIN STREET
<b>Internal Address:</b>	SUITE 300
<b>City:</b>	IRVINE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92614
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14144386
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(214)651-5940
<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>	
<b>Phone:</b>	949-202-3000
<b>Email:</b>	tammy.lightman@haynesboone.com
<b>Correspondent Name:</b>	HAYNES AND BOONE, LLP
<b>Address Line 1:</b>	2323 VICTORY AVENUE
<b>Address Line 2:</b>	SUITE 700
<b>Address Line 4:</b>	DALLAS, TEXAS 75219
<b>ATTORNEY DOCKET NUMBER:</b>	70548.77US01
<b>NAME OF SUBMITTER:</b>	DENNIS GALLAGHER
<b>SIGNATURE:</b>	/Dennis Gallagher/
<b>DATE SIGNED:</b>	07/11/2016
<b>Total Attachments: 7</b>	
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## ASSET TRANSFER AGREEMENT

THIS ASSET TRANSFER AGREEMENT (this "*Agreement*"), dated July 12, 2013, is by and between Lakestar Semi Inc, a Delaware corporation (formerly known as Conexant Systems, Inc., "*Parent*"), and Conexant Systems, Inc., a Delaware corporation (formerly known as CX Opco, Inc., "*Subsidiary*") and collectively with Parent, the "*Parties*").

### RECITALS

A. On February 28, 2013, Parent and its debtor affiliates, each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "*Bankruptcy Code*") in the United States Bankruptcy Court for the District of Delaware.

B. Parent owns all of the capital stock of Subsidiary. Parent is engaged in the business (the "*Business*") of providing solutions for imaging, audio, embedded modem, and video surveillance applications. Parent desires to transfer, assign, contribute and deliver to Subsidiary (i) all of Parent's right, title and interest in or to the assets, business, goodwill and rights of Parent used or useful in the operation of the Business (except as otherwise set forth in this Agreement) and (ii) all liabilities of Parent, as a capital contribution to Subsidiary, and Subsidiary desires to assume and accept all such assets and liabilities, in each case in the manner and subject to the terms and conditions set forth herein and as authorized under sections 105 and 365 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the premises, the respective representations, warranties, covenants and agreements contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as set forth below.

### ARTICLE 1 TRANSFER OF CONTRIBUTED ASSETS

#### 1.1 Transfer of Contributed Assets.

(a) Transfer. Parent hereby contributes, assigns, transfers and delivers to Subsidiary, and Subsidiary hereby accepts and assumes all right, title and interest in and to all assets, business, goodwill and rights of Parent, including but not limited to: (i) owned real property and leaseholds and sub-leaseholds on any premises, all improvements, fixtures and fittings thereon and easements, rights-of-way and other appurtenances thereto; (ii) tangible personal property (including machinery, equipment, inventories of raw materials and supplies, manufactured and purchased parts, goods in process and finished goods, furniture, automobiles, trucks, tractors, trailers, tools, jigs and dies and the personal property listed on Schedule 1.1(a)(i)); (iii) any rights, licenses, charges, Encumbrances, equities and other claims that any person may have to claim ownership, authorship or invention of, to use, to object to or prevent the modification of or to withdraw from circulation or control the publication or distribution of, any: (A) copyrights in both published works and unpublished works, (B) fictitious business names, trading names, corporate names, registered and unregistered trademarks, service marks

and applications, (C) any (x) patents and patent applications and (y) business methods, inventions and discoveries that may be patentable, (D) computer software or middleware and (E) know-how, trade secrets, confidential information, customer lists, software (source code and object code), technical information, data, process technology, plans, drawings and blue prints ("*Intellectual Property*") and all goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof and rights to protection of interests therein under the laws of all jurisdictions, including the Intellectual Property listed on Schedule 1.1(a)(ii); (iv) with respect to any contracts, agreements, arrangements, commitments, instruments, documents or similar understandings (whether written or oral), including leases, subleases and rights thereunder ("*Contracts*") of or benefiting Parent, including those listed on Schedule 1.1(a)(iii), all rights and benefits under or arising out of such Contracts; (v) receivables; (vi) securities; (vii) claims, deposits, prepayments, refunds, causes of action, choses in action and rights of recovery, set off and recoupment; (viii) permits, licenses, certificates, waivers, notices and similar authorizations obtained or applied for by or on behalf of Parent from, pursuant to or in connection with any legislature, agency, bureau, branch, department, division, commission, court, tribunal or other similar recognized organization or body of any federal, state, county, municipal, local or foreign government or other similar recognized organization or body exercising similar powers or authority (a "*Governmental Body*"), any law, rule, regulation or order enacted, adopted, promulgated or applied by any Governmental Body or order, ruling, decision, award, judgment, injunction or other similar determination or finding by, before or under the supervision of any Governmental Body or arbitrator (an "*Order*"); (ix) books, records, ledgers, files, documents, correspondence, advertising and promotional materials, studies, reports and other written materials; (x) stock ownership of all of Parent's subsidiary entities (other than Subsidiary); (xi) accounts and (xii) cash and cash equivalents (all of the foregoing, collectively, the "*Contributed Assets*"), free and clear of all claims, liens, pledges, restrictions, options, charges, hypothecations, rights of first refusal, preemptive rights, easements, security interests, deeds of trust, mortgages, rights-of-way, encroachments, or encumbrances, whether voluntarily incurred or arising by operation of law (collectively, "*Encumbrances*").

(b) Excluded Assets. The Contributed Assets shall not include the following, which shall remain Parent's property: (i) the corporate charter, qualifications to conduct business as a foreign corporation, and the minute books, stock transfer books and similar documents or records relating to the organization, maintenance and existence of Parent as a corporation; (ii) any of Parent's rights under this Agreement, each Contract or writing executed or delivered in connection with this Agreement and each amendment or supplement to any of the foregoing (including this Agreement, the "*Transaction Documents*"); (iii) stock ownership of Subsidiary; or (iv) any asset specifically identified on Schedule 1.1(b).

## 1.2 Assumed Liabilities.

(a) Assumed Liabilities. Subsidiary hereby assumes, accepts and becomes responsible for all liabilities and obligations of Parent, including all liabilities and obligations under the Contracts (collectively, the "*Assumed Liabilities*").

(b) Excluded Liabilities. The Assumed Liabilities shall exclude, and Subsidiary does not assume, accept or have any responsibility with respect to, solely those liabilities or obligations of Parent: (i) arising under any Transaction Document or (ii) that were discharged pursuant to Article VIII.B. of the Second Modified Joint Plan of Reorganization of Conexant Systems, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code.

**1.3 Deliveries.** Upon, or as promptly as reasonably practicable following, execution of this Agreement, Parent shall deliver or cause to be delivered to Subsidiary such other bills of sale, certificates of title or origin, deeds, assignments and other instruments of transfer or conveyance or as may be otherwise necessary to evidence and effect the assignment and delivery of the Contributed Assets to Subsidiary.

## ARTICLE 2 MISCELLANEOUS

**2.1 Further Assurances.** Each Party shall execute and deliver, or cause to be executed and delivered, such other documents and instruments, reasonably satisfactory to the other Party, as may be reasonably necessary or desirable to carry out or implement any provision of this Agreement and to take all reasonable actions designed to vest in Subsidiary the Contributed Assets, to perfect or enforce any interests or rights of Subsidiary relating to the Contributed Assets and to provide to Subsidiary the full use, enjoyment and possession of the Contributed Assets. In addition, each Party shall provide, from time to time, such additional information and assistances as the other Party may reasonably require to carry out the terms of this Agreement. To the extent that the transfer or assignment of any agreement included in the Contributed Assets requires the consent of a third party, this Agreement shall not constitute a transfer or assignment of the same if an attempted transfer or assignment without such consent would constitute a breach thereof or a breach of applicable law. Parent and Subsidiary shall cooperate in seeking to obtain any such consent, approval or authorization. If any such consent, approval or authorization cannot be obtained, Parent will use its reasonable best efforts to provide Subsidiary with the rights and benefits of the affected agreement for the term thereof, and, if Parent provides such rights and benefits, Subsidiary shall assume the obligations and burdens thereunder.

**2.2 Entire Agreement.** This Agreement, together with the other Transaction Documents and all schedules, exhibits, annexes or other attachments hereto or thereto, and the certificates, documents, instruments and writings that are delivered pursuant hereto or thereto, constitutes the entire agreement and understanding of the Parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

**2.3 Binding Effect.** All of the terms, agreements, covenants, representations, warranties and conditions of this Agreement are binding upon, inure to the benefit of and are enforceable by, the Parties and their respective successors and assigns.

**2.4 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law

principles.

**2.5 Schedules and Exhibits.** The Schedules and Exhibits are incorporated herein by reference and made a part of this Agreement.

**2.6 Amendment; Extensions; Waivers.** No amendment, modification, waiver, replacement, termination or cancellation of any provision of this Agreement will be valid, unless the same is in writing and signed by all of the Parties. Each waiver of a right hereunder does not extend beyond the specific event or circumstance giving rise to the right. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising because of any prior or subsequent such occurrence. Neither the failure nor any delay on the part of any Party to exercise any right or remedy under this Agreement will operate as a waiver thereof, nor does any single or partial exercise of any right or remedy preclude any other or further exercise of the same or of any other right or remedy.

**2.7 Severability.** The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; provided, however, that if any provision of this Agreement, as applied to any Party or to any circumstance, is judicially determined not to be enforceable in accordance with its terms, the Parties agree that the court judicially making such determination may modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its modified form, such provision will then be enforceable and will be enforced.

**2.8 Counterparts; Effectiveness.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or .pdf transmission shall be effective as delivery of a manually executed counterpart hereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Asset Transfer Agreement to be executed as of the date stated in the introductory paragraph of this Agreement.

LAKESTAR SEMI INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CONEXANT SYSTEMS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have caused this Asset Transfer Agreement to be executed as of the date stated in the introductory paragraph of this Agreement.

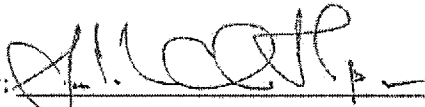
LAKESTAR SEMI, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CONEXANT SYSTEMS, INC.

By:  \_\_\_\_\_

Name: Sailesh Chittipeddi

Title: President and Chief Executive Officer



Schedule 1.1(a)(ii)

Intellectual Property

See attached list.