

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4007198

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SEMTECH CANADA INC.	08/05/2016
RECEIVING PARTY DATA	
Name:	RAMBUS CANADA INC
Street Address:	1050 ENTERPRISE WAY, SUITE 700
City:	SUNNYVALE
State/Country:	CALIFORNIA
Postal Code:	94089
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7202722
Patent Number:	8170169
Patent Number:	7450050
Patent Number:	7365580
CORRESPONDENCE DATA	
Fax Number:	(888)262-0086
<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>	
Phone:	970-590-7320
Email:	alex@neudecklaw.com
Correspondent Name:	ALEX NEUDECK
Address Line 1:	PO BOX 1792
Address Line 4:	FRASER, COLORADO 80442
ATTORNEY DOCKET NUMBER:	765-0109
NAME OF SUBMITTER:	ALEXANDER J. NEUDECK
SIGNATURE:	/Alexander J. Neudeck/
DATE SIGNED:	08/15/2016
Total Attachments: 7	
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MASTER PATENT ASSIGNMENT

THIS MASTER PATENT ASSIGNMENT (this "Patent Assignment"), dated as of August 5, 2016, is entered into by and among, on the one hand, Rambus Inc., a Delaware corporation ("Buyer") and Rambus Canada Inc., a New Brunswick corporation ("Buyer Sub" and together with Buyer, the "Assignees") and, on the other hand, Semtech Corporation, a Delaware corporation ("Seller") and Semtech (International) AG, Sierra Monolithics, Inc., and Semtech Canada Corporation ("Seller Subs" and together with Seller, the "Assignors"). All capitalized terms used but not defined herein shall have the meaning given in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignors and Assignees have entered into an Asset Purchase Agreement, dated as of June 3, 2016 (the "Asset Purchase Agreement"), pursuant to which, among other things, Assignors have agreed to assign to Assignees the Assigned Patents (as defined below).

In consideration of the foregoing and the mutual covenants and agreements contained herein and in the Asset Purchase Agreement, and intending to be legally bound hereby, the parties agree as follows:

1. Assigned Patents. The term "Assigned Patents" means the issued patents, pending patent applications, and invention disclosures listed on each of Attachment 1 (the "Assigned Patents U.S.") and Attachment 2 (the "Assigned Patents Canada").

2. Assignment.

(a) For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignors hereby assign, transfer, sell and deliver to Buyer all of their right, title and interest throughout the world in and to the Assigned Patents U.S., as well as any reexaminations, extensions, substitutions and reissues of any of the Assigned Patents U.S., and all rights, claims and privileges pertaining to any of the Assigned Patents U.S., including, without limitation, rights to the underlying inventions, the right to claim priority from the aforementioned patents and pending applications, the right to prosecute and maintain any of the Assigned Patents U.S. and the right to sue and recover damages for past, present and future infringement or other violation or impairment of any of the Assigned Patents U.S..

(b) For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignors hereby assign, transfer, sell and deliver to Buyer Sub all of their right, title and interest throughout the world in and to the Assigned Patents Canada, as well as any reexaminations, extensions, substitutions and reissues of any of the Assigned Patents Canada, and all rights, claims and privileges pertaining to any of the Assigned Patents Canada, including, without limitation, rights to the underlying inventions, the right to claim priority from the aforementioned patents and pending applications, the right to prosecute and maintain any of the Assigned Patents Canada and the right to sue and recover damages for past, present and future infringement or other violation or impairment of any of the Assigned Patents Canada.

3. No Warranties. This Patent Assignment provides no warranties of any kind, express or implied, with respect to the Assigned Patents, provided that the foregoing shall not be deemed or interpreted to modify or limit any representations or warranties with respect to the Assigned Patents provided in the Asset Purchase Agreement.

4. Further Assurances. Assignors will, without demanding any further consideration therefor, at the request and expense of Assignees (except for the value of the time of Assignors' employees), use their commercially reasonable efforts to do (and cause their Affiliates to do) all lawful acts that are necessary for recording and perfecting Assignees' rights to any Assigned Patents, including but not limited to (a) execution and acknowledgement of (and causing their Affiliates to execute and acknowledge) assignments and other instruments in a form reasonably required by Assignees for each Patent jurisdiction and (b) providing Assignees with reasonable assistance to secure Assignees' rights in any inventions within the Assigned Patents, in any and all applicable countries, including the disclosure to Assignees of all pertinent information and data with respect thereto, the execution of all assignments, and all other instruments necessary in order to apply for, register, and in order to deliver, assign and convey to Assignees, their successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to all such inventions within the Assigned Patents. In addition, and without limiting and not in lieu of the preceding sentence, Assignors shall complete, as soon as practicable after the Closing as agreed by the parties, any necessary re-execution and notarization, if any, and other procedural steps to be taken by Assignors to render Patent assignments suitable for filing in each jurisdiction in which such Assigned Patents have been filed or issued. Assignors represent to Assignees, their successors and assigns, that Assignors have not and shall not execute any writing or do any act whatsoever conflicting with this Patent Assignment.

5. Successors and Assigns. This Patent Assignment will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective permitted successors and assigns.

6. Severability. Whenever possible, each provision or portion of any provision of this Patent Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Patent Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Patent Assignment shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

7. Governing Law. This Patent Assignment will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of Law principles that would require the application of any other Law. Each of the Parties irrevocably consents to the exclusive jurisdiction and venue of the Delaware Court of Chancery in connection with any matter based upon or arising out of this Patent Assignment and the other transactions contemplated by this Patent Assignment or any other matters contemplated herein (or, only if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware). Each Party agrees not to commence any legal proceedings related hereto except in such Courts of the State of Delaware (or, only if the Courts of the State of Delaware decline to accept jurisdiction over a particular matter, in any federal court within the State of Delaware). By execution and delivery of this Patent Assignment, each party hereto irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and to the appellate courts therefrom solely for the purposes of disputes arising under the this Patent Assignment and not as a general submission to such jurisdiction or with respect to any other dispute, matter or claim whatsoever. The Parties irrevocably consent to the service of process out of any of the aforementioned courts in any such action or proceeding by the delivery of copies thereof by overnight courier to the address for such party to which notices are deliverable hereunder. Any such service of process shall be effective upon delivery. Nothing herein shall affect the right to serve process in any other manner permitted by applicable Law. The Parties hereby waive any right to stay or dismiss any action or proceeding under or in connection with this Patent Assignment brought before the foregoing courts on the

basis of (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason, or that it or any of its property is immune from the above-described legal process, (ii) that such action or proceeding is brought in an inconvenient forum, that venue for the action or proceeding is improper or that this Patent Assignment may not be enforced in or by such courts, or (iii) any other defense that would hinder or delay the levy, execution or collection of any amount to which any party hereto is entitled pursuant to any final judgment of any court having jurisdiction.

8. Counterparts. This Patent Assignment may be executed in two or more counterparts (including by facsimile or other electronic transmission), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

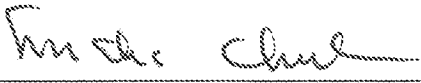
9. Precedence. Those patent assignments executed and delivered to Assignees purporting to assign any Assigned Patents in a particular Patent jurisdiction (the "Jurisdiction Specific Patent Assignment(s)") are solely for registration or recordation purposes. The Asset Purchase Agreement shall take precedence over this Patent Assignment and/or any Jurisdiction Specific Patent Assignment; and this Patent Assignment shall take precedence over any Jurisdiction Specific Patent Assignment. In the event of any difference, discrepancy or conflict between any term or condition in the Asset Purchase Agreement and any term or condition in this Patent Assignment or in any Jurisdiction Specific Patent Assignment, the terms and conditions of the Asset Purchase Agreement shall prevail and govern. In the event of any difference, discrepancy or conflict between any term or condition in this Patent Assignment and any term or condition in any Jurisdiction Specific Patent Assignment, the terms and conditions of this Patent Assignment shall prevail and govern.

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IN WITNESS WHEREOF, Assignors and Assignees have caused this Patent Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

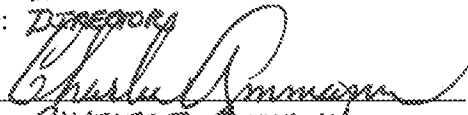
ASSIGNORS:

SEMTECH CORPORATION


By: 
Name: *ENEKA N. CHUKWU*
Title: *Executive Vice President & Chief Financial Officer*

SEMTECH (INTERNATIONAL) AG


By: 
Name: *ENEKA N. CHUKWU*
Title: *DIRECTOR*

By: 
Name: *CHARLES B. AMMANN*
Title: *Director*

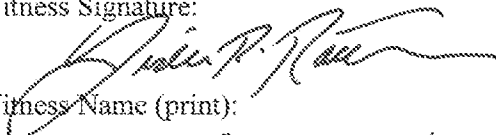
SIERRA MONOLITHICS, INC.

By: 
Name: *ENEKA N. CHUKWU*
Title: *President and Chief Financial Officer*

SEMTECH CANADA CORPORATION

By: 
Name: *ENEKA N. CHUKWU*
Title: *President and Chief Financial Officer*

Witness Signature:


Witness Name (print):
LESLIE R. RAVESTEIN

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Patent Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNEES:

RAMBUS INC.

By: 

Name: *Bill Krause*

Title: *VP, General Counsel*

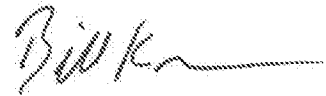
RAMBUS CANADA INC.

By: 

Name: *Bill Krause*

Title: *VP, General Counsel*

Witness Signature:



Witness Name (print):

Bill Krause

ATTACHMENT 1
ASSIGNED PATENTS U.S.

Country	Owner	Title of Invention	Inventors	Prov. Filing Date/No.	Non-Prov. Filing Date/No.	Issue Date or Status	Issued Patent No.	Actions Due up thru October 2016
U.S.	Sentech Corporation	Deserialized Dual-Loop Clock and Data Recovery Circuit	Mehrdad Ramezani David Cassan Christopher Holdented Sang-Wood Paul Park Marcus van Ierssel		9/30/15 14/871,719	Pending		Response to Office Action due July 21, 2016
U.S.	Sentech Corporation	Method and Apparatus for Generating Unique Identification Numbers for PCI Express Transactions with Substantially Increased Performance	Mishra, Kishore Mohanty, Purna	8/1/05 60/595,740	7/31/06 11/461,445	2/3/09	7,487,274	8-Year Maintenance fee of \$3,600 due by 8/4/16.

PATENT

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[ATTACHMENT 2 TO PATENT ASSIGNMENT]

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**ATTACHMENT 2
ASSIGNED PATENTS CANADA**

Country	Owner	Title of Invention	Inventors	Prov. Filing Date/No.	Non-Prov. Filing Date/No.	Issue Date or Status	Issued Patent No.	Actions Due up thru October 2016
Canada	Semtech Canada Corporation	Decision Feedback Equalizer and Transceiver	Rezaee, Afshin Abdalla, Mohammed Van Ierssel, Marcus Holdenried, Chris Cassan, David		9/13/11 2,752,316	10/27/15	2,752,316	None
Canada	Semtech Canada Corporation	Decision Feedback Equalizer and Transceiver	Sadr, Saman Rezaee, Afshin Abdalla, Mohammed Van Ierssel, Marcus Holdenried, Chris Cassan, David Sadr, Saman		Divisional 2/9/15 2,880,722	Pending		Response to Examiner's Report is due by 8/24/16.
U.S.	Semtech Canada Corporation	Decision Feedback Equalizer and Transceiver	Rezaee, Afshin Abdalla, Mohammed Van Ierssel, Marcus Holdenried, Chris Cassan, David Sadr, Saman	9/13/10 61/382,476	9/13/11 13,231,300	11/4/14	8,879,618	None
U.S.	Semtech Canada Inc.	Duty-Cycle Correction Circuit	Platis, Tony Maldadevan, Raj	5/17/04 60/571,733	5/16/05 11/129,996	4/10/07	7,202,722	None
U.S.	Semtech Canada Corporation	High Speed SST Transmitter Driver	Farzan, Kamran Ramezani, Mehrdad Cassan, David McLaron, Angus Sadr, Saman	9/12/11 61/533,571	10/24/12 13,658,980	11/4/14	8,878,568	None
U.S.	Semtech Canada Inc.	Serializer Deserializer Circuits	Martin, Kenneth Rogers, Jonathan Platis, Tony Ramezani, Mehrdad	12/1/06 60/868,137	11/30/07 11,998,695	5/1/12	8,170,169	None
U.S.	Semtech Canada Inc.	Switched-Capacitor Reset Architecture for Opamp	Rezaee, Afshin Martin, Kenneth Buchwald, Aaron	4/5/06 60/744,314	4/5/07 11/732,901	11/11/08	7,450,050	None
U.S.	Semtech Canada Inc.	System and Method for Jitter Control	Cassan, David Martin, Kenneth	1/21/05 60/644,994	9/30/05 11,239,200	4/29/08	7,365,580	None

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[ATTACHMENT 2 TO PATENT ASSIGNMENT]

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