504001763 09/12/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4048419

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
BRAIN CORPORATION	09/15/2014

RECEIVING PARTY DATA

Name:	QUALCOMM TECHNOLOGIES, INC.		
Street Address:	5775 MOREHOUSE DRIVE		
City:	SAN DIEGO		
State/Country:	CALIFORNIA		
Postal Code:	92121		

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15090487

CORRESPONDENCE DATA

Fax Number: (310)201-5219

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.

Phone: 310.277.7200

Email: Qualcomm-USPTO@seyfarth.com

Correspondent Name: SEYFARTH SHAW LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 3500 LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	147495C1
NAME OF SUBMITTER:	CORNELL D. CROSBY
SIGNATURE:	/Cornell D. Crosby/
DATE SIGNED:	09/12/2016

Total Attachments: 5

source=Assignment Brain Corp. to QTI#page1.tif source=Assignment Brain Corp. to QTI#page2.tif source=Assignment Brain Corp. to QTI#page3.tif source=Assignment Brain Corp. to QTI#page4.tif source=Assignment Brain Corp. to QTI#page5.tif

PATENT 504001763 REEL: 039706 FRAME: 0701

Exhibit B Assignment of Patent Rights

ASSIGNMENT

WHEREAS, Brain Corporation, a corporation organized under the laws of California, having a principal business address at 5665 Morehouse Drive, QRC 130J, San Diego, California 92121 ("Assignor") and Qualcomm Technologies, Inc., a Delaware corporation, having a principal place of business located at 5775 Morehouse Drive, San Diego, California 92121, United States of America ("Assignee") have entered into a Termination Agreement on or about September 15, 2014, (the "Termination Agreement") wherein Assignor has agreed to assign and otherwise transfer to Assignee, and Assignee has agreed to receive or otherwise obtain from Assignor, the Assigned Patents (as that term is defined in the Termination Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assigner, and its successors and assigns of the Assigned Patents, effective as of the first conception, origination, creation, preparation or discovery of the inventions claimed in the Assigned Patents, all right, title, and interest in and to each patent and patent application listed on Attachment 1 attached hereto and all patents arising or issuing therefrom, together with all reissues, reexaminations, extensions, divisions, continuations, continuations-in-part and counterparts (whether domestic or foreign) of any such patents and patent applications, and all patents arising or issuing therefrom, and all claimed inventions in each of the foregoing items (collectively, the "Assigned Patents").

The sale, assignment, transfer, and conveyance to Assignee, and its successors and assigns of the Assigned Patents, of each of the foregoing items also includes, without limitation, all past, present and future causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights, including any past, current, and future claims of infringement, relating to any of the items described in the preceding paragraph.

The foregoing sale, assignment, transfer and conveyance by Assignor of the Assigned Patents to Assignee, as documented in this assignment, is made subject to the nonexclusive license rights for the Assigned Patents retained by Assignor Seller in the Termination Agreement.

Assignor hereby represents to Assignee that Assignor has the right, power and authority to make the foregoing sale, assignment, transfer and conveyance of each of the foregoing items to Purchaser and its successors and assigns.

The terms and conditions of the assignment set forth above will inure to the benefit of Assignee and its successors and assigns of the Assigned Patents and other rights set forth above. Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein.

31.

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IN WITNESS WHEREOF, the duly authorized undersigned individual has caused this Assignment to be executed, on behalf of Assignor, on September 15, 2014.

Brain Corporation

By: Eyre Jehn Printed Name: Eugene Jehneourk
Printed Name: Eugene Izhikeurk
Title: CEO
COUNTRY OF United States of America
CITY OF San Diego, CA)
Before me on this 15 day of September, 2014, personally appeared Eugene M. Izhike M. I
WITNESS my hand and official seal:
Notary Public: TERESA V. ALLEN

My commission expires: February 17, 2017

ACKNOWLEDGMENT

State of California County of 5 an Diego)					
On <u>September 15,2014</u> before me, <u>Terese</u> (insert n	and title of the officer)				
personally appeared <u>Fugene M. Izhikevich</u> , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.					
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.					
WITNESS my hand and official seal.	TERESA V. ALLEN S COMM. # 2007920 NOTARY PUBLIC • CALIFORNIA C				
Signature Jerese X allu (Seal)	SAN DIEGO COUNTY Comm. Exp. FEB. 17, 2017				

PATENT REEL: 039706 FRAME: 0704

Attachment 1 Patents and Patent Applications

	Grant			-		
Case	Numbe	Application	Publication	Count	Issue	Applicati
Reference	r	Number	Number	ry	Date	on Date
BC201216P		61/671,434		US		7/13/2012
R						
BC201216A	TBD	13/829,919	20140019392	US	TBD	3/14/2013
BC201216D		14/468,928		US		8/26/2014
BC201301A	TBD	13/774,934	N/A	US	TBD	2/22/2013
BC201301D		14/466,917	N/A	US		8/22/2014
V1						
BC201303A	TBD	13/763,005	20140229411	US	TBD	2/8/2013
*						
72 (20 04 4 0 77 4		10/000 055	US201300734	***	T. 1.	0/04/0014
BC201107A		13/239,255	99	US	Pending	9/21/2011
BC201107V		DOTE/HIG12/5/200	WO20130439	DOT		0/22/2012
PC PC201107V		PCT/US12/56389	03	РСТ		9/22/2012
BC201107V		101124775	201222150	7777.7		0/21/2012
TW	9.725.6	101134775	201322150 US201300734	TW	5/13/20	9/21/2012
BC201108A	8,725,6 62	13/239,259	91	US	14	9/21/2011
	02		 		14	
BC201108C1	·	14/275,663	N/A	US		5/12/2014
DC0011114		12/220 122	US201300734	HG	D 1:	0/01/0011
BC201111A		13/239,123	95	US	Pending	9/21/2011
DC201111V		PCT/US2012/055	WO 2012042610			
BC201111V PC			2013043610	DOT		0/19/2012
BC201111V	!	933	A1	PCT		9/18/2012
TW		101133859	201329743	TW		9/14/2012
1 44	8,712,9	101133639	US201300734	1 77	4/29/20	7/14/2012
BC201112A	41	13/239,148	98	US	14	9/21/2011
19620111271	8,725,6	13/23/,110	US201300734		5/13/20	7/21/2011
BC201113A	58	13/239,155	84	US	14	9/21/2011
BC201113C1		14/198,550	TBD	US	 	3/5/2014
DCZ01113C1	8,719,1	17/1/0,330	US201300734	0.5	5/6/201	3/3/2014
BC201114A	99	13/239,163	92	US	4	9/21/2011
BC201114C1		14/198,446	<u> </u>	<u> </u>	T T	
BC201114C1	L	14/198,440	TBD	US	L	3/5/2014

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PATENT REEL: 039706 FRAME: 0705

			US201300735			
BC201201A		13/385,933	00	US		3/15/2012
BC201201D	8,712,9		US201300734	•	4/29/20	
V1	39	13/385,938	96	US	14	3/15/2012
BC201201D						
V2		13/385,937	TBD	US		3/15/2012
BC201201V			WO20131387			
PC		PCT/US13/32546	78 A1	PCT		3/15/2013
			US201400526			
BC201220A		13/588,774	79	US		8/17/2012
BC201220V		PCT/US2013/055	WO20140288			
PC		381	55 A1	PCT		8/16/2013
			US201400324			
BC201221A		13/560,891	58	US		7/27/2012
BC201221V			WO20140187			
PC		PCT/US13/52127	93 A1	PCT		7/25/2013
BC201237A		13/868,944	N/A	US		4/23/2013
BC201317A		13/875,225	N/A	US		5/1/2013
BC201318A		13/875,234	N/A	US	į	5/1/2013
BC201328A		14/020,376	N/A	US		9/6/2013
D (1001200)		10/601 005		110		0/04/00/
BC201230A	<u> </u>	13/601,827	N/A	US		8/31/2012

^{*} Notwithstanding the foregoing, provided that BC complies with the Reserved Application Scope Limits in the course of prosecution of the Reserved Application and any application deriving priority therefrom, Assigned Patents shall exclude the Reserved Application together with (i) any patent issuing on such patent application, (ii) any reissue, division, reexamination, renewal, extension, continuation, to any such patent application or patent, (iii) any patent or patent application that derives priority from such patent application.

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RECORDED: 09/12/2016