

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4357512

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CLARIPHY COMMUNICATIONS, INC.	03/23/2017
RECEIVING PARTY DATA		
Name:	INPHI CORPORATION	
Street Address:	2953 Bunker Hill Lane, Suite 300	
City:	Santa Clara	
State/Country:	CALIFORNIA	
Postal Code:	95054	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15256210
CORRESPONDENCE DATA		
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<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>		
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ATTORNEY DOCKET NUMBER:	A929KB-046100US	
NAME OF SUBMITTER:	STEVE Y. CHO	
SIGNATURE:	/Steve Y. Cho/	
DATE SIGNED:	04/06/2017	
Total Attachments: 8		
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ASSIGNMENT OF PATENT APPLICATION

WHEREAS, CLARIPHY COMMUNICATIONS, INC., now CLARICE ACQUISITION CORPORATION of 2953 BUNKER HILL LANE SUITE 300, SANTA CLARA, CA 95054, by the name change indicated in Appendix I attached hereto and given effect on December 12, 2016, hereinafter referred to as "ASSIGNOR," is an assignee by assignment recorded in the U.S. Patent and Trademark Office of the inventions described and set forth in the Applications for United States Letters Patent and United States Letters Patent identified in Appendix II attached hereto;

WHEREAS, Richard T. Ogawa, CEO is a duly authorized representative of CLARICE ACQUISITION CORPORATION, having authority to sell, assign, and transfer to a third party the below-identified Applications for United States Letters Patent and United States Letters Patent in the Appendix attached hereto.

WHEREAS, INPHI CORPORATION, of 2953 BUNKER HILL LANE SUITE 300, SANTA CLARA, CA 95054 hereinafter referred to as "ASSIGNEE," is desirous of acquiring an entirety of ASSIGNOR'S interest in the said inventions and applications and in any U.S. Letters Patent which may be granted on the same;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, receipt of which is hereby acknowledged by Assignor, Assignor has sold, assigned and transferred, and by these presents does sell, assign, and transfer unto the said Assignee, and Assignee's successors and assigns, 100% of their right, title, and interest in and to the said inventions, application, and U.S. Letters Patent including any corresponding foreign application, and in and to any Letters Patent which may hereafter be granted on the same in the United States and any corresponding foreign application, the said interest to be held and enjoyed by said Assignee as fully and exclusively as it would have been held and enjoyed by said Assignor had this Assignment and transfer not been made, to the full end and term of any Letters Patent which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

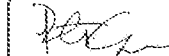
Assignor further agree that they will, without charge to Assignee, but at Assignee's expense, cooperate with Assignee in the prosecution of said application and/or applications, execute, verify, acknowledge and deliver all such further papers, including applications for Letters Patent and for the reissue thereof, and instruments of assignment and transfer thereof, and will perform such other acts as Assignee lawfully may request, to obtain or maintain Letters Patent for said invention and improvement, and to vest title thereto in Assignee, or Assignee's successors and assigns.

IN TESTIMONY WHEREOF, Assignor has signed this Assignment on the date indicated.

Mar-23-2017 | 7:35 AM PDT

Date:

DocuSigned by:



BA391CAD8A1749B

Name: Richard T. Ogawa

Title: CEO

Appendix I

Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:*

*"CLARICE ACQUISITION CORPORATION", A DELAWARE CORPORATION,
WITH AND INTO "CLARIPHY COMMUNICATIONS, INC." UNDER THE NAME
OF "CLARICE ACQUISITION CORPORATION", A CORPORATION ORGANIZED
AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS
RECEIVED AND FILED IN THIS OFFICE ON THE TWELFTH DAY OF
DECEMBER, A.D. 2016, AT 12:23 O`CLOCK P.M.*

*A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.*




Jeffrey W. Bullock, Secretary of State

3567621 8100M
SR# 20167023740

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203491791
Date: 12-12-16

PATENT
REEL: 041891 FRAME: 0612

**CERTIFICATE OF MERGER
FOR THE MERGER OF CLARICE ACQUISITION CORPORATION
WITH AND INTO
CLARIPHY COMMUNICATIONS, INC.**

Pursuant to Title 8, Section 251(c) of the
General Corporation Law of the State of Delaware

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:23 PM 12/12/2016
FILED 12:23 PM 12/12/2016
SR 20167023740 - File Number 3567621

ClariPhy Communications, Inc., a Delaware corporation, does hereby certify to the following facts relating to the merger (the "**Merger**") of Clarice Acquisition Corporation, a Delaware corporation, with and into ClariPhy Communications, Inc.:

FIRST: The names of each of the constituent corporations to the Merger are as follows:

Name	State of Formation or Incorporation
ClariPhy Communications, Inc.	Delaware
Clarice Acquisition Corporation	Delaware

SECOND: An Agreement and Plan of Merger (the "**Merger Agreement**"), by and among Inphi Corporation, a Delaware corporation, ClariPhy Communications, Inc., Clarice Acquisition Corporation and Fortis Advisors LLC, a Delaware limited liability company, solely in its capacity as securityholders' agent, as amended from time to time, has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Section 251(c) of the Delaware General Corporation Law.

THIRD: ClariPhy Communications, Inc. shall be the surviving corporation in the Merger. The name of the surviving corporation shall be Clarice Acquisition Corporation.

FOURTH: Upon the consummation of the Merger, the Certificate of Incorporation of the surviving corporation shall be restated in its entirety as set forth in Exhibit A hereto until thereafter amended in accordance with applicable law and such Certificate of Incorporation.

FIFTH: The executed Merger Agreement is on file at 2953 Bunker Hill Lane, Suite 300, Santa Clara, CA 95054, an office of the surviving corporation.

SIXTH: A copy of the executed Merger Agreement will be furnished by the surviving corporation, on request and without cost, to any stockholder of either constituent corporation.

SEVENTH: The Merger shall become effective at such time as this Certificate of Merger is duly filed and accepted by the Secretary of State of the State of Delaware.

4832-5793-1837.v1

**PATENT
REEL: 041891 FRAME: 0613**

IN WITNESS WHEREOF, the surviving corporation has caused this Certificate of Merger to be executed by its duly authorized officer as of December 12, 2016.

CLARIPHY COMMUNICATIONS, INC.

By: /s/ Richard Ogawa
Title: General Counsel

EXHIBIT A

Restated Certificate of Incorporation

RESTATED CERTIFICATE OF INCORPORATION

OF

CLARICE ACQUISITION CORPORATION

ARTICLE I

The name of the corporation is Clarice Acquisition Corporation (the “**Company**”).

ARTICLE II

The registered agent and the address of the registered office in the State of Delaware are:

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801
County of New Castle

ARTICLE III

The purpose of the Company is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE IV

The aggregate number of shares which the Company shall have authority to issue is one thousand shares (1,000) of capital stock, all of which shall be designated “Common Stock” and have a par value of \$0.0001 per share.

ARTICLE V

In furtherance of and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors of the Company is expressly authorized to make, amend or repeal Bylaws of the Company.

ARTICLE VI

The business and affairs of the Company shall be managed by or under the direction of the Board of Directors. Elections of directors need not be by written ballot unless otherwise provided in the Bylaws of the Company.

ARTICLE VII

(A) To the fullest extent permitted by the General Corporation Law of Delaware, as it exists or as may hereafter be amended, a director of the Company shall not be personally liable

to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director.

(B) The Company is authorized to indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that such person was a director or officer of the Company or any predecessor of the Company, or serves or served at any other enterprise as a director or officer at the request of the Company or any predecessor to the Company.

(C) Neither any amendment nor repeal of this Article VII, nor the adoption of any provision of the Company's Certificate of Incorporation inconsistent with this Article VII, shall eliminate or reduce the effect of this Article VII in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this Article VII, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE VIII

Unless the Company consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Company, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Company to the Company or the Company's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the General Corporation Law of Delaware, or (iv) any action asserting a claim governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Company shall be deemed to have notice of and consented to the provisions of this Article VIII.

APPENDIX II

Title of Invention	Application Number	Filing Date
SYSTEMS AND METHODS FOR HIGH SPEED COMMUNICATION	61/921,360	December 27, 2013
CHANNEL NEGOTIATION FOR A HIGH SPEED LINK	14/581879	December 23, 2014
SYSTEMS AND METHODS FOR HIGH-SPEED COMMUNICATION USING A BREAKOUT CABLE	61/927404	January 14, 2014
SYSTEMS AND METHODS FOR HIGH-SPEED COMMUNICATION USING A BREAKOUT CABLE	61/982233	April 21, 2014
DESKEW IN A HIGH SPEED LINK	15/172595	June 3, 2016
HIGH SPEED TRANSCEIVER	15/392244	December 28, 2016
AUTOMATIC MODULATOR BIAS CONTROL FOR SPECTRALLY EFFICIENT OPTICAL MODULATION FORMAT	61/840260	June 27, 2013
SYSTEMS AND METHODS FOR BIASING OPTICAL MODULATING DEVICES	61/953531	March 14, 2014
SYSTEMS AND METHODS FOR BIASING OPTICAL MODULATING DEVICES	15/342855	November 3, 2016
HOST INGRESS TRANSMISSION DIGITAL-TO-ANALOG CONVERTER	61/791461	March 15, 2013
DIGITAL CONSTELLATION TRANSFORMATION ALGORITHM FOR COMPENSATING DRIFTING AND DITHERING IMPAIRMENT OF MODULATOR BIAS CONTROLLER	62/148688	April 16, 2015
APPARATUS AND METHODS FOR DIGITAL SIGNAL CONSTELLATION TRANSFORMATION	15/130778	April 15, 2016
TRANSMITTER ALIGNMENT IN AN OPTICAL COMMUNICATION SYSTEM	62/214404	September 4, 2015
FLEXIBLE CODING AND MODULATION TECHNIQUES FOR NEXT GENERATION DSP-BASED COHERENT SYSTEMS	62/346296	June 6, 2016
APPARATUS AND METHODS FOR TIMING TONE BASED TRANSMITTER SKEW ALIGNMENT IN AN OPTICAL COMMUNICATION SYSTEM	15/256173	September 2, 2016
APPARATUS AND METHODS FOR TRANSMITTER SKEW AND BIAS ERROR COMPENSATION IN AN OPTICAL COMMUNICATION SYSTEM	15/256210	September 2, 2016