

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PANASONIC INTELLECTUAL PROPERTY MANAGEMENT CO., LTD.	03/24/2017
RECEIVING PARTY DATA	
Name:	III HOLDINGS 12, LLC
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Internal Address:	SUITE 400
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19808
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9142289
Patent Number:	9251898
Patent Number:	9111610
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DATE SIGNED:	04/20/2017
Total Attachments: 4	
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ASSIGNMENT OF PATENT RIGHTS – FIRST CLOSING

For good and valuable consideration, the receipt of which is hereby acknowledged, Panasonic Intellectual Property Management Co., Ltd, a Japanese corporation with its principal place of business at 2-1-61 Shiromi, Chuo-ku, Osaka City 540-6208, Japan ("*Assignor*"), does hereby sell, assign, transfer, and convey unto III Holdings 12, LLC, a Delaware limited liability company, with an address at 2711 Centerville Rd, Suite 400, Wilmington, DE 19808, USA ("*Assignee*"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "*Patent Rights*"):

(a) the provisional patent applications, patent applications and patents listed in the table below (the "*Patents*");

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
9006698	US	01/18/2012	Variable resistance element and method of manufacturing the same Takeshi Takagi
CN201280001934.6	CN	01/18/2012	Resistance variable element and its manufacturing method Masahiro Ishii
9142289	US	06/11/2012	Method for driving variable resistance element, and nonvolatile memory device Takeshi Takagi
9251898	US	02/07/2012	Method for programming nonvolatile memory element, method for initializing nonvolatile memory element, and nonvolatile memory device Takeshi Takagi
9111610	US	04/17/2013	Method of driving nonvolatile memory element and nonvolatile memory device Takeshi Takagi
EP04747770.8	EP	07/14/2004	Home agent, mobile router, and mobile communication method using the same Taisuke Matsumoto

Exhibit B-3

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
DE602007047635.6	DE	11/14/2007	TRANSMITTING DEVICE AND COMMUNICATION DEVICE Takahito Miyazaki
CN201310741381.4	CN	05/07/2010	Phase lock loop with multiphase oscillator Koji Takinami
IN4686/KOLNP/2011	IN	05/07/2010	PHASE LOCK LOOP WITH A MULTIPHASE OSCILLATOR Koji Takinami
DE602010030579.1	DE	05/07/2010	PHASE LOCK LOOP WITH A MULTIPHASE OSCILLATOR Koji Takinami

(b) inventions, invention disclosures, and discoveries described in any of the Patents that are or could be claimed in any of the Patents such that Assignee is hereby granted the right to apply for and all right, title and interest in any and all of the following: (i) future reissues, results of any reexamination, or any other post issuance review of the Patents, (ii) future claims resulting from any post grant proceedings on the Patents, and/or (iii) future patent application and patents in any or all jurisdictions that lawfully claim priority to any of the Patents;

(c) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type based on any item in any of the foregoing categories (a) through (b), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(d) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (c), including, without limitation, all causes of action and other enforcement rights for

- (1) damages,
- (2) injunctive relief, and
- (3) any other remedies of any kind

for past, current, and future infringement; and

(e) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (d).

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Osaka, Japan
on March 24, 2017

ASSIGNOR:

Panasonic Intellectual Property Management Co., Ltd.

By: Kenji Kamaya
Name: Kenji Kamaya
Title: Authorized Signing Officer
(Signature MUST be attested)

ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of Kenji Kamaya to the above Assignment of Patent Rights on behalf of Panasonic Intellectual Property Management Co., Ltd. and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
2. Kenji Kamaya is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on March 24, 2017 to execute the above Assignment of Patent Rights on behalf of Panasonic Intellectual Property Management Co., Ltd.
3. Kenji Kamaya subscribed to the above Assignment of Patent Rights on behalf of Panasonic Intellectual Property Management Co., Ltd.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on 2017/3/24 (date)

森永理臣
Print Name: Mitsunori Morinaga

ASSIGNEE:

III Holdings 12, LLC

By: 
Name: GAVIN DEAN
Title: PRESIDENT
(Signature MUST be attested)

ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of Gavin Dean to the above Assignment of Patent Rights on behalf of III Holdings 12, LLC and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
2. Gavin Dean is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on 24 March, 2017 to execute the above Assignment of Patent Rights on behalf of III Holdings 12, LLC.
3. Gavin Dean subscribed to the above Assignment of Patent Rights on behalf of III Holdings 12, LLC.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on 24 March 2017 (date)
 Print Name:
EMMA WILSON