

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SYPRIS ELECTRONICS, LLC	08/16/2016
RECEIVING PARTY DATA		
Name:	ANALOG DEVICES, INC.	
Street Address:	ONE TECHNOLOGY WAY	
City:	NORWOOD	
State/Country:	MASSACHUSETTS	
Postal Code:	02062	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15614367
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ATTORNEY DOCKET NUMBER:	G0766.70144US08	
NAME OF SUBMITTER:	JEAN L. MARTE	
SIGNATURE:	/JEAN L. MARTE/	
DATE SIGNED:	06/06/2017	
Total Attachments: 8		
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this “Patent Assignment”) is made this 16th day of August, 2016, by and between **SYPRIS ELECTRONICS, LLC**, a Delaware limited liability company (“Assignor”), and **ANALOG DEVICES, INC.**, a Massachusetts corporation (“Assignee”).

RECITALS

A. Pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee, and joined by Sypris Solutions, Inc., a Delaware corporation (“Parent”) for purposes stated therein (the “Purchase Agreement”), Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee certain assets, including the “Acquired Intellectual Property” more particularly described therein.

B. Assignor is the owner of the Patent Rights identified on Exhibit A hereto and the inventions claimed therein as well as any all patents and patent applications that directly or indirectly claim priority and/or form a basis for priority of the Patent Rights as well as any and all inventions, patent applications, and patents that inventors have an obligation to assign Assignor, but which have not been assigned yet (collectively, the “Acquired Patents”).

C. Assignor has agreed to sell, assign, transfer and deliver to Assignee all of Assignor’s right, title and interest in, to and under the Acquired Patents and the inventions disclosed in the Acquired Patents, free and clear of all liens.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. ASSIGNMENT. The Assignor does hereby sell, assign, transfer and deliver to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in, to and under the Acquired Patents, the inventions disclosed in the Acquired Patents and in and to all letters patent and other Patent Rights of the United States of America and all other jurisdictions which may or shall be granted on said inventions, or any parts thereof, or any divisional, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, reexaminations, extensions, re-registrations, reissue or other applications based in whole or in part on said inventions or Acquired Patents, 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 related to any of the Patents, the right to claim priority under the Paris Convention, the right to enter national and regional phases in respect of International patent applications (PCT applications) and the right to recover for past, present or future infringement or misappropriation with respect to any of the foregoing, in each case free and clear of all liens.

2. COVENANT. Assignor covenants that Assignor has the right to enter into this Patent Assignment and further agrees, without further consideration, to provide Assignee reasonable cooperation and assistance at Assignee's request and expense to execute papers that may be necessary or desirable for obtaining, maintaining, renewing, sustaining, or enforcing the Acquired Patents in the United States, and for perfecting, recording, and maintaining the title of the Assignee to the Acquired Patents.

3. NO MODIFICATION OF PURCHASE AGREEMENT. This Patent Assignment is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions thereof and is not meant to alter, enlarge or otherwise modify the provisions of the Purchase Agreement.

4. COUNTERPARTS. This Patent Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

5. GOVERNING LAW. This Agreement, and any subsequent amendments or modifications to this Agreement, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its or any other jurisdiction's conflict of laws rules or principles.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, Assignor and Assignee, each with the intent to be legally bound,
have entered into and executed this Patent Assignment as of the Effective Date.

SYPRIS ELECTRONICS, LLC

ANALOG DEVICES, INC.

Name: Jeffrey T. Gill

Name: David A. Zinsner

Title: Chairman

Title: SVP and Chief Financial Officer

Signature: _____

A handwritten signature in black ink, appearing to be 'J. Gill', written over a horizontal line.

Signature: _____

IN WITNESS WHEREOF, Assignor and Assignee, each with the intent to be legally bound, have entered into and executed this Patent Assignment as of the Effective Date.

SYPRIS ELECTRONICS, LLC

Name: Jeffrey T. Gill
Title: Chairman

Signature: _____

ANALOG DEVICES, INC.

Name: David A. Zinsner
Title: SVP and Chief Financial Officer

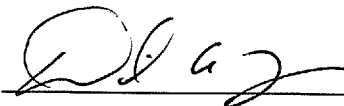
Signature:  _____

EXHIBIT A

Patents

<u>Holder</u>	<u>Nature of Interest</u>	<u>Registered Patent No.</u>	<u>Issue Date</u>	<u>Country of Issue</u>
Sypris Electronics, LLC	Electronic Data Key Design 1 (Raskal)	Registration#:D591,291 Serial#: 29/321,064	4/28/2009	U.S.A.
Sypris Electronics, LLC	Electronic Data Key Design 2 (Raskal)	Registration#:D586,346 Serial#: 29/321,065	2/10/2009	U.S.A.
Sypris Electronics, LLC	Electronic Memory Key (Raskl)	Registration#:8,328,092 Serial#: 12/125,597	12/11/2012	U.S.A.
Sypris Electronics, LLC	Real-Time Data Acquisition And Storage Network	Registration#: 6,892,167 Serial#:10/304,900	Registration Date: 5/10/2005 Filing Date: 11/26/2002	U.S.A.
Sypris Electronics, LLC	Secure Network Extension Device and Method	Registration#: 8,285,984 Serial#: 12/845,738	Registration Date: 10/09/2012 Filing Date: 7/29/2010	U.S.A.
Sypris Electronics, LLC	Handheld Electronic Device (aka 'Keystone') (Design)	Registration#: D645,040 Serial#: 29/376,305	Registration Date: 09/13/2011 Filing Date: 10/05/2010	U.S.A
Sypris Electronics, LLC	Handheld Electronic Device (aka 'Keystone') (Design)	Registration#: D645,041 Serial#: 29/376,308	Registration Date: 09/13/2011 Filing Date: 10/05/2010	U.S.A
Sypris Electronics, LLC	Handheld Electronic Device (aka 'Keystone') (Design)	Registration#: D641,751 Serial#: 29/376,312	Registration Date: 07/19/2011 Filing Date: 10/05/2010	U.S.A
Sypris Electronics, LLC	Multi-Level Assurance Trusted Computing Platform	Registration#:8,756,417 Serial#: 14/172,474	Registration Date: 06/17/2014 Filing Date: 02/04/2014	U.S.A.
Sypris Electronics, LLC	Peer-To-Peer trusted Network Using Shared Symmetric Keys	Publication#: US2012/0324218 Serial#: 13/163,086	Filing Date: 6/17/2011	U.S.A.
Sypris Electronics, LLC	Resilient Device Authentication System	Registration#:9,154,310 Serial#: 13/947,071	Registration Date: 10/6/2015 Filing Date: 07/21/2013	U.S.A.
Sypris Electronics, LLC	Resilient Device Authentication System	Registration#:8,844,009 Serial#: 14/214,846 Publication # US20140201821	Registration Date: 09/23/2014 Filing Date: 3/15/2014	U.S.A.
Sypris Electronics, LLC	Authentication System	Registration#:8,918,647 Serial#: 14/270,423	Registration Date: 12/23/2014 Filing Date: 5/6/2014	U.S.A.
Sypris Electronics, LLC	Resilient Device Authentication System	Registration#: 9,258,129 Serial#: 13/829,826	Registration Date: 2/9/2016 Filing Date: 3/14/2013	U.S.A.
Sypris Electronics, LLC	System and Device for Verifying the Integrity of a System from its Subcomponents	Registration#: 9,292,692 Serial#:14/746,090	Registration Date: 3/22,2016 Filing Date: 6/22/2015	U.S.A

Patent Applications

<u>Holder</u>	<u>Nature of Interest</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Country of Application</u>
Sypris Electronics, LLC	Authentication System	Serial#: 14/718,017	Filing Date: 5/20/2015	U.S.A.
Sypris Electronics, LLC	Authentication System	Serial#: 14/103,599 (ABANDONED)	Filing Date: 12/11/2013	U.S.A.
Sypris Electronics, LLC	Authentication System	Serial#: 61/902,283	Filing Date: 11/10/2013	U.S.A.
Sypris Electronics, LLC	Network Authentication System with Dynamic Key Generation	Serial#: 14/720,636	Filing Date: 5/22/2015	U.S.A.
Sypris Electronics, LLC	Network Authentication System with Dynamic Key Generation	Serial#: 62/001,979	Filing Date: 5/22/2014	U.S.A.
Sypris Electronics, LLC	Authentication System and Device including Physical Unclonable function and threshold Cryptography	Serial#: 14/704,914	Filing Date: 5/05/2015	U.S.A.
Sypris Electronics, LLC	Authentication System and Device including Physical Unclonable function and threshold Cryptography	Serial#: 14/746,054	Filing Date: 6/22/2015	U.S.A.
Sypris Electronics, LLC	System and Device for Verifying the Integrity of a System from its Subcomponents	Serial#: 14/704,947	Filing Date: 5/05/2015	U.S.A.
Sypris Electronics, LLC	System and Device for Verifying the Integrity of a System from its Subcomponents	Serial#: 61/150,586	Filing Date: 4/21/2015	U.S.A.
Sypris Electronics, LLC	System and Device for Verifying the Integrity of a System from its Subcomponents	Serial#: 62/150,254	Filing Date: 4/20/2015	U.S.A.
Sypris Electronics, LLC	System and Device for Verifying the Integrity of a System from its Subcomponents	Serial #: 62/128,920	Filing Date: 3/5/2015	U.S.A.
Sypris Electronics, LLC	System and Device for Verifying the Integrity of a System from its Subcomponents	Serial#: 61/988,848	Filing Date: 5/5/2014	U.S.A.

Sypris Electronics, LLC	System and Device Binding Metadata with Hardware Intrinsic Properties	Serial#:14/704,963	Filing Date: 5/05/2015	U.S.A.
Sypris Electronics, LLC	System and Device Binding Metadata with Hardware Intrinsic Properties	Serial#: 62/017,045	Filing Date: 6/24/2014	U.S.A.
Sypris Electronics, LLC	System and Device Binding Metadata with Hardware Intrinsic Properties	Serial#: 61/988,848	Filing Date: 5/5/2014	U.S.A.
Sypris Electronics, LLC	Resilient Device Authentication System with Metadata Binding	Serial#:15/018,451	Filing Date: 2/08/2016	U.S.A.
Sypris Electronics, LLC	Resilient Device Authentication System with Metadata Binding	Serial#: 62/037,648	Filing Date: 8/15/2014	U.S.A.
Sypris Electronics, LLC	Resilient Device Authentication System with Metadata Binding	Serial#: 13/829,826	Filing Date: 3/14/2015	U.S.A.
Sypris Electronics, LLC	Resilient Device Authentication System with Metadata Binding	Serial#: 13/552,592 (ABANDONED)	Filing Date: 7/18/2012	U.S.A.
Sypris Electronics, LLC	Personal Authentication Devices and System for Securing Transactions on a Mobile Device	Serial #: 13/832,885 (ABANDONED)	Filing Date: 3/13/2014	U.S.A.
Sypris Electronics, LLC	Resilient Device Authentication System	Serial#: 61/597,819 (EXPIRED)	2/12/2012	U.S.A.
Sypris Electronics, LLC	Pc Card Rugged Interconnect	Publication #: US20030032334	8/8/2001	U.S.A.
Sypris Electronics, LLC	Hardware Locked Encrypted Backup	U.S. Appln. No. 62/037,928	8/15/2014	U.S.A.
Sypris Electronics, LLC	Authenticatable Device with Reconfigurable Physical Unclonable Functions	SYPI8T1 - S.N. 15/176,766	Filing Date: 6/8/2016	U.S.A

International Patent Applications

Sypris Electronics, LLC	Resilient Device Authentication System with Metadata Binding	Serial #: PCT/US15/45467	Filing Date: 08/17/2015	
Sypris Electronics, LLC	Hardware-Locked Encrypted Backup	Serial #: PCT/US15/45431	Filing Date: 08/15/2015	
Sypris Electronics, LLC	System and Device Binding Metadata with Hardware Intrinsic Properties	Serial #: PCT/US15/36937	Filing Date: 06/22//2015	

Sypris Electronics, LLC	Network Authentication System with Dynamic Key Generation	Serial #: PCT/US15/32320	Filing Date: 05/22//2015	
Sypris Electronics, LLC	Multi-Level Assurance Trusted Computing Platform	Serial #: PCT/US15/11443	Filing Date: 01/14/2015	
Sypris Electronics, LLC	Authenticatable Device	Serial #: PCT/US14/64738	Filing Date: 11/10/2014	
Sypris Electronics, LLC	System and Device for Verifying the Integrity of a System from its Subcomponents	Serial #: PCT/US16/21264	Filing Date: 03/07/2016	
Sypris Electronics, LLC	Authentication System and Device including Physical Unclonable function and threshold Cryptography	Serial #: PCT/US16/21275	Filing Date: 03/07/2016	
Sypris Electronics, LLC	Authenticatable Device	Patent App. No. 11201603636U		Singapore
Sypris Electronics, LLC	Authenticatable Device	Patent App. No. 201480061517.X		China
Sypris Electronics, LLC	Authenticatable Device	Patent App. No.		Japan
Sypris Electronics, LLC	Authenticatable Device	Patent App. No. 2014380147		Australia
Sypris Electronics, LLC	Authenticatable Device	Patent App. No. EP14881157.3		Europe