# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4515684

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

## **CONVEYING PARTY DATA**

Name	Execution Date
CONEXANT, INC.	07/20/2017

## **RECEIVING PARTY DATA**

Name:	CONEXANT SYSTEMS, LLC	
Street Address:	1901 MAIN STREET	
Internal Address:	SUITE 300	
City:	IRVINE	
State/Country:	CALIFORNIA	
Postal Code:	92614	

## **PROPERTY NUMBERS Total: 18**

Property Type	Number
Patent Number:	6229812
Patent Number:	6069893
Patent Number:	6097763
Patent Number:	6198723
Patent Number:	6349098
Patent Number:	6100834
Patent Number:	6064267
Patent Number:	6172556
Patent Number:	6215353
Patent Number:	6373118
Patent Number:	6236273
Patent Number:	6297759
Patent Number:	7002916
Patent Number:	7002978
Patent Number:	7206323
Patent Number:	6803849
Patent Number:	8505012
Patent Number:	6393124

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504468982

#### **CORRESPONDENCE DATA**

**Fax Number:** (949)202-3001

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:** 214-651-5940

**Email:** monique.lesadahiro@haynesboone.com

Correspondent Name: HAYNES AND BOONE, LLP Address Line 1: 2323 VICTORY AVENUE

Address Line 2: SUITE 700

Address Line 4: DALLAS, TEXAS 75219

ATTORNEY DOCKET NUMBER:	70548.1 (CI TO CSLLC)
NAME OF SUBMITTER:	DENNIS R. GALLAGHER
SIGNATURE:	/Dennis R. Gallagher/
DATE SIGNED:	07/21/2017

## **Total Attachments: 5**

source=IP Assignment Agreement - CI to CSLLC (Executed)#page1.tif source=IP Assignment Agreement - CI to CSLLC (Executed)#page2.tif source=IP Assignment Agreement - CI to CSLLC (Executed)#page3.tif source=IP Assignment Agreement - CI to CSLLC (Executed)#page4.tif source=IP Assignment Agreement - CI to CSLLC (Executed)#page5.tif

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# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("<u>Agreement</u>"), dated July 20, 2017, is entered by and between Conexant Systems, LLC, a Delaware limited liability company with an office at 1901 Main Street, Suite 300, Irvine, CA 92614 ("<u>Assignee</u>") and Conexant, Inc., a Delaware corporation with an office at 1901 Main Street, Suite 300, Irvine, CA 92614 ("<u>Assignor</u>" and collectively with Assignee, the "<u>Parties</u>").

WHEREAS, Assignee has executed that certain Securities Purchase Agreement dated June 11, 2017, which requires the assignment of, among other things, all interest in and to the Intellectual Property (as defined below) from Assignor to Assignee (the "Purchase Agreement");

WHEREAS Assignor desires to transfer, assign, and deliver to Assignee, and Assignee desires to receive, all of Assignor's right, title and interest in or to any and all Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

- 1. **Definition of Intellectual Property**. As used herein, "Intellectual Property" means all worldwide intellectual property rights, including all rights in: (a) patents, utility models, industrial design registrations, applications for any of the foregoing and statutory invention registrations, including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions, all inventions disclosed in any of the foregoing and improvements thereto and all rights to claim priority throughout the world (collectively, "Patents"), (b) trademarks, service marks, certification marks, trade dress and trade names, all applications and registrations for any of the foregoing, renewals and extensions thereof and all goodwill associated therewith (collectively, "Trademarks"), (c) copyrights, and mask work rights, including copyrights in Software and data collections, all applications and all registrations for any of the foregoing, renewals and extensions thereof and all moral rights associated therewith, (d) internet domain names, (e) trade secrets and proprietary information, including confidential and proprietary information and know-how, inventions (whether or not patentable), invention disclosures, algorithms, designs, drawings, prototypes, business methods, processes, discoveries, ideas, formulae, manufacturing techniques, specifications, and engineering data, (f) all moral and economic rights of authors or investors, however denominated, and (g) all rights arising from the foregoing and any similar or equivalent rights to any of the foregoing.
- 2. <u>Transfer of Intellectual Property</u>. Assignor hereby irrevocably grants, conveys, assigns, and transfers to Assignee, its successor and assigns, Assignor's entire worldwide right, title and interest in and to (a) any and all Intellectual Property owned or controlled by Assignor as of the date of this Agreement, including, but not limited to, the Patents listed on the Patent Schedule attached hereto, any related or corresponding United States provisional or non-provisional application embodying the inventions described in the Patents or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or any application claiming the benefit of a non-provisional application under 35 U.S.C. §120, and all continuations, continuation-in-parts, divisionals, provisionals,

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reissues and reexaminations thereof and the subject matter of any and all claims which may be obtained in every such patent, as well as all corresponding foreign patents and foreign patent applications in which the same exist along with the all rights of priority, the right to file applications for patents based thereon, to prosecute such applications and receive patents thereon in Assignee's own name, including any other counterparts thereto worldwide, patents of addition, utility models, inventors' certificates, industrial property protection, patent rights and right to claim priority thereto in any country, and all extensions and renewals thereof existing now or in the future, including, without limitation, all applications for patents, utility models and designs that may hereafter be filed for in any country or countries other than the United States, together with the right to file such applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including without limitation, patents, utility models, inventors' certificates and designs, which may be granted in any country or countries foreign to the United States and all extensions, renewals and reissues therefor, the same to be held and enjoyed by Assignee, its successors and assigns; and any and all other rights and interests arising out of, in connection with or in relation to the Patents, and all rights to causes of action and remedies related thereto (including, without limitation, all rights to profits and damages by reason of past, present or future infringement or other violation by any party or parties, with the right to sue, prosecute and collect the same for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives); (b) any and all goodwill associated with the use of, and symbolized by, any and all Trademarks included in such Intellectual Property; and (c) any and all causes of action that may have accrued to Assignor in connection with such Intellectual Property. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdictions, whose duty is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the patents and trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Each Party shall execute and deliver, or cause to be executed and delivered, such other documents and instruments, reasonably satisfactory to the other Party, as may be reasonably necessary or desirable to carry out or implement any provision of this Agreement and to take all reasonable actions designed to vest in Assignee the Intellectual Property, to perfect, record or enforce any interests or rights of Assignee relating to the Intellectual Property, and to provide to Assignee the full use, enjoyment and possession of the Intellectual Property. In addition, each Party shall provide, from time to time, such additional information and assistance as the other Party may reasonably require to carry out the terms of this Agreement. Assignor further hereby covenants and agrees to execute all applications and any additional assignment or other documents, sign all lawful papers, and make all rightful oaths, as reasonably necessary to aid the Assignee or its successors, assigns or other legal representatives to obtain and enforce proper protection for the Intellectual Property in all jurisdictions and to record Assignee as owner of the Intellectual Property, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

- 4. Entire Agreement. This Agreement, together with the Patent Schedule attached hereto and the Purchase Agreement, constitute the entire agreement and understanding of the Parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the transactions contemplated by this Agreement exist between the parties except as expressly set forth in this Agreement and the Purchase Agreement.
- 5. <u>No Third-Party Beneficiaries</u>. Nothing herein expressed or implied is intended or shall be construed to confer upon or give any Person, other than Assignee and Assignor and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.
- 6. <u>Amendments</u>. This Agreement may not be amended or modified in any respect, except by a written instrument signed by all the parties to this Agreement making specific reference to this Agreement.
- 7. **Binding Effect**. All of the terms, agreements, covenants, representations, warranties and conditions of this Agreement are binding upon, inure to the benefit of and are enforceable by, the Parties and their respective successors and assigns.
- 8. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same document. Any signature to this Agreement delivered via facsimile, PDF format or other electronic means shall be deemed an original for all purposes.
- 9. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles or rules of choice of laws or conflict of laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.
- 10. Severability. If any term, provision, or clause hereof, or of any other agreement or document which is required by this Agreement, is held to be invalid, such invalidity shall not affect or render invalid any other provision or clause hereof or thereof, all of which shall remain in full force and effect. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable under applicable law. The parties further agree that if any provision contained herein is, to any extent, held invalid, or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall negotiate in good faith to amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the original intent of the parties.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the Parties have caused this Intellectual Property Assignment Agreement to be executed as of the date stated in the introductory paragraph of this Agreement.

ASSIGNOR:	ASSIGNEE:
CONEXANT, INC.	CONEXANT SYSTEMS, LLC.
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Chase Exon
Authorized Person

Chase Exon
VP, Legal ar

VP, Legal and General Counsel

# PATENT SCHEDULE

Application			U.S. Patent	
Number	Filing Date	Issue Date	No.	Title
08/872530	6/11/1997	5/8/2001	6229812	Scheduling Techniques For Data Cells In A Data Switch
08/959056	10/28/1997	5/30/2000	6069893	Asynchronous Transfer Mode Switching Architectures Having Connection
				Buffers
08/962046	10/31/1997	8/1/2000	6097763	MMSE Equalizers For DMT Systems With Cross Talk
09/060228	4/14/1998	3/6/2001	6198723	Asynchronous Transfer Mode Traffic Shapers
09/062301	4/17/1998	2/19/2002	6349098	Method And Apparatus For Forming A Virtual Circuit
09/079965	5/15/1998	8/8/2000	6100834	Recursive Multi-Bit ADC With Predictor
09/167093	10/5/1998	5/16/2000	6064267	Current Mirror Utilizing Amplifier To Match Operating Voltages Of Input
				And Output Transconductance Devices
09/261981	3/4/1999	1/9/2001	6172556	Feedback-Controlled Low Voltage Current Sink/Source
09/317277	5/24/1999	4/10/2001	6215353	Stable Voltage Reference Circuit
09/372546	8/11/1999	4/16/2002	6373118	High-Value Integrated Circuit Resistor
09/442583	11/18/1999	5/22/2001	6236273	High Efficiency Power Amplifier
09/578980	5/25/2000	10/2/2001	6297759	Digital-To-Analog Converter With High-Speed Output
09/753797	1/2/2001	2/21/2006	7002916	Asynchronous Transfer Mode Traffic Shapers
09/780054	2/9/2001	2/21/2006	7002978	Scheduling Techniques For Data Cells In A Data Switch
10/093324	3/6/2002	4/17/2007	7206323	Interfacing 622.08 MHZ Line Interface To A 77.76 MHZ Sonet Framer
10/284624	10/31/2002	10/12/2004	6803849	Solid State Inducting Device
12/759125	4/13/2010	8/6/2013	8505012	System And Method For Scheduling Threads Requesting Immediate Cpu
				Resource In The Indexed Time Slot
08/964573	11/5/1997	5/21/2002	6393124	CPE Alert Signal Tone Detector

**RECORDED: 07/21/2017** 

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