

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
VINH T. NGUYEN	07/31/2004
RECEIVING PARTY DATA	
Name:	SV PROBE, INC.
Street Address:	9185 SOUTH FARMER AVENUE, SUITE 105
City:	TEMPE
State/Country:	ARIZONA
Postal Code:	85284
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6507207
CORRESPONDENCE DATA	
Fax Number:	(408)414-1076
<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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Correspondent Name:	EDWARD A BECKER
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ATTORNEY DOCKET NUMBER:	60148-0010_2
NAME OF SUBMITTER:	EDWARD A. BECKER
SIGNATURE:	/EdwardABecker#37777/
DATE SIGNED:	09/21/2017
Total Attachments: 6	
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PATENT LICENSE AGREEMENT

This Patent License Agreement (the "Agreement") is by and between Vinh T. Nguyen, an individual ("Licensor"), and SV Probe, Inc., a California corporation ("Licensee"). The Agreement is dated and made effective as of the last date it is signed by either party to this Agreement ("Effective Date").

WHEREAS, Licensor desires to grant a license to Licensee under all of Licensor's right, title and interest in and to U.S. Patent No. 6,507,207; and

WHEREAS, Licensee desires to receive such license as hereinafter provided;

NOW, THEREFORE, in consideration for the mutual covenants, representations, warranties, and other terms and conditions contained herein and other good and valuable consideration hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Definitions

As used in this Agreement:

1.1 "Affiliates," as to a party, means entities that directly or indirectly through one or more intermediaries control, are controlled by, or are under common control with such party. "Control" of an entity means (i) ownership directly or indirectly of twenty percent (20%) or more of the issued share capital, stock or equity or, in the case of a noncorporate entity, equivalent interests, or (ii) ownership or exercise of other rights or powers entitling the holder thereof to direct (or to cause the direction of) the affairs and business of the relevant entity, control the composition of the management body of the relevant entity or influence the management and policies of the relevant entity through ownership of or control by proxy of the equity of the relevant entity or by contract or otherwise.

1.2 "Licensed Patents" means U.S. Patent No. 6,507,207, entitled "Contact probe pin for wafer probing apparatus" (the "'207 patent") and any continuation, continuation-in-part, divisional, reissue, reexamination, and the like, any U.S. or foreign patents or patent applications claiming priority from the '207 patent, from which the '207 patent claims priority, or claiming priority from a patent or patent application from which the '207 patent also claims priority, or any patent or patent application relating to or describing the same invention described in the '207 patent.

1.3 "Licensed Products" means any products now or hereafter developed, made, used or sold by Licensee or its Affiliates, including, without limitation, any modifications to and derivative works of such products (whether the modifications or derivative works are made by Licensee or its Affiliates or by direct or indirect customers or users of the products). For purposes of this Agreement, the word "sell" (and any derivation thereof, such as "sold") includes, without limitation, license, sell, import, lease, rent, and otherwise dispose of, whether directly or through third parties.

2. License Grant

2.1 Licensor hereby grants, and agrees to grant, to Licensee and its Affiliates a fully non-transferable (except pursuant to Section 7.3), worldwide, nonexclusive license under any and all of Licensor's rights in the Licensed Patents to make, have made, use, have used, sell, have sold, offer to sell and import any Licensed Products. Furthermore, Licensee shall have the right to license or sublicense any or all of the foregoing rights (through multiple layers of licensing or sublicensing) solely in connection with the conduct of Licensee's business in the ordinary course.

2.2 The license granted under Section 2.1 includes an immunity from liability, suit or other claims (by Licensor, any of its licensees, successors and assignees, or otherwise) under the Licensed Patent for direct or indirect customers and users of any Licensed Products, whether such Licensed Products are made or reproduced by Licensee or its Affiliates or sublicensees, and whether such Licensed Products are used alone or in combination with other software, hardware, systems or data.

2.3 In the event Licensor does not accrue revenue, as a result of the sale of a Licensed Product, within one year after the Effective Date, the license granted under Section 2.1 shall terminate.

3. Payments

3.1 Upon execution of this Agreement, Licensor shall deliver to Licensee a one-time fee of US\$30,000.00.

3.2 Licensor shall pay to Licensee, within 30 days after the end of each calendar quarter, royalties equal to 5 percent (5%) of revenues received from the sale of Licensed Products, less any charge-backs for returned or defective Licensed Product, during such calendar quarter.

4. Release

Licensor (on behalf of itself and any licensees, successors and assignees) hereby irrevocably releases, acquits and forever discharges Licensee and its Affiliates, and the direct or indirect customers and users of Licensee and its Affiliates, from any and all liability, suit or other claims relating to the Licensed Patents with respect to any act occurring before the Effective Date. Upon advice of legal counsel, Licensor acknowledges that this Agreement has been negotiated and agreed upon in light of this situation and voluntarily waives any and all rights that it may have under any law or regulation that holds that a general release does not extend to claims that it does not know or suspect to exist in its favor at the time of executing this Agreement, including the provisions under the California Civil Code, Section 1542.

5. Representations and Warranties

5.1 Licensor hereby represents, warrants and covenants as follows:

a. The execution, delivery and performance of this Agreement by Licensor (i) are within Licensor's power, (ii) do not and will not contravene or constitute a default under, and are not and will not be inconsistent with, any law or regulation, any judgment, decree or order, or any contract, agreement or other undertaking applicable to Licensor or the Licensed Patents.

b. Licensor has taken and will continue to take all appropriate actions pursuant to applicable federal, state and local law to perfect, protect its interest in, and enforce the Licensed Patents.

c. The Licensed Patents are free and clear of all liens, encumbrances and security interests of every kind.

d. The practice of the inventions described in the Licensed Patents does not necessarily infringe, and will not require any payment to Licensor with respect to, any other patents owned or controlled by Licensor, or claims of patent applications that Licensor has made or contemplates making (collectively, "Other Patents"). To the extent, if any, there is a breach of the representations and warranties set forth in this Section 5.1(e), and, as a result of such breach, Licensee or an Affiliate, in practicing an invention described in the Licensed Patents, necessarily infringes any Other Patent, Licensee and its Affiliates (and the direct or indirect customers and users of Licensed Products) shall be immunized from liability, suit or other claims (by Licensor, or any of its licensees, successors and assignees) under such Other Patents.

e. There is no pending or, to the knowledge of Licensor, threatened claim that the practice of the inventions described in the Licensed Patents infringes any patents or patent applications of any third party, and, to the knowledge of Licensor, there is no basis for any such claim. To the knowledge of Licensor, the practice of the inventions described in the Licensed Patents does not infringe any patents or patent applications of any third party.

f. The inventions and discoveries described in the Licensed Patents were made solely by the Licensor, without misappropriation of any trade secrets or confidential information or infringement of other rights of any other person, including, without limitation, any current or former employer, client, partner or contract party.

5.2 Licensee hereby represents, warrants and covenants as follows:

a. Licensee is a corporation duly organized, validly existing and in good standing under the laws of California.

b. The execution, delivery and performance of this Agreement by Licensee (i) are within its corporate powers, (ii) have been duly authorized by all necessary corporate action on Licensee's part, and (iii) do not and will not contravene or constitute a

default under, and are not and will not be inconsistent with, any law or regulation, any judgment decree or order, or any contract, agreement or other undertaking applicable to Licensee.

6. Term of Agreement

This Agreement shall commence on the Effective Date and shall continue until the expiration of the last to expire of the Licensed Patents.

7. Miscellaneous

7.1 Except for the Patent License Agreement dated October 3, 2001 between Licensor and Licensee, this Agreement contains the entire agreement and understanding of the parties with respect to the terms of the license of the Licensed Patents, and supersedes and merges all prior and contemporaneous understandings and agreements between the parties, whether written or oral, on that subject. Each party acknowledges that, in entering into this Agreement, such party has not relied on any representation, warranty, understanding or agreement except as expressly set forth herein. This Agreement shall not be modified other than in a writing signed by the party against which enforcement is sought.

7.2 Any waiver of any obligation under this Agreement must be in writing. The failure of either party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision or any other provision, and shall not affect the right of such party to enforce such provision or any other provision. No waiver of any breach hereof will be construed to be a waiver of any other breach.

7.3 This Agreement and the rights and obligations hereunder may not be assigned by Licensee without the prior consent of Licensor, except that without such consent this Agreement and any of the rights and obligations hereunder may be assigned in connection with a merger, acquisition, consolidation, sale or other transfer of all or substantially all the assets of the business of Licensee to which the Licensed Patent relates, or a similar reorganization. Subject to the foregoing, the respective obligations of the parties hereto shall bind, and the respective rights of the parties shall inure to the benefit of, the parties' respective assignees and successors.

7.4 This Agreement is to be construed in accordance with and governed by the internal laws of the State of California (as permitted by Section 1646.5 of the California Civil Code or any similar successor provision) without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced in a federal court in the Northern District of California or in state court in the County of Santa Clara, California, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

7.5 If for any reason a provision of this Agreement, or portion thereof, is finally determined to be unenforceable under applicable law, that provision, or portion thereof, shall nonetheless be enforced, as to circumstances, persons, places and otherwise, to the maximum extent permissible by applicable law so as to give effect to the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

7.6 The parties hereto acknowledge and agree that this Agreement is a contract under which Licensor is a licensor to Licensee of rights with respect to intellectual property (including, without limitation, "intellectual property" within the meaning of Section 101 of the Bankruptcy Code of the United States). Licensee and its Affiliates (and its and their direct or indirect customers and users) shall have all the rights contemplated by Section 365(n) of such Bankruptcy Code with respect to the licenses, immunities, releases and other rights described in this Agreement. On or after the Effective Date, Licensor shall take all steps reasonably requested by Licensee to perfect, and provide constructive notice of, the licenses, immunities, releases and other rights granted hereunder, including, without limitation, filings in the U.S. Patent and Trademark Office and under the Uniform Commercial Code.

7.7 The headings and captions used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement.

7.8 This Agreement has been negotiated by all parties, and each party has been advised by competent legal counsel. This Agreement shall be interpreted in accordance with its terms and without any construction in favor of or against either party.

7.9 This Agreement may be executed in counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument. Thereafter, for convenience, such counterparts will be signed by all parties, with one to be retained by each of the parties.

7.10 Licensee agrees, at Licensor's reasonable request, to mark any products that are manufactured by Licensee or its Affiliates embodying any invention patented under the Licensed Patents with an appropriate marking, which marking shall be subject to Licensor's approval, which approval shall not be unreasonably withheld or delayed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives:

Licensor:

VINH T. NGUYEN

By: 

Name: Vinh T. Nguyen

Date: July 31, 2004

Licensee:

SV PROBE, INC.

By: 

Name: Henry Wong

Title: Secretary

Date: July 31, 2004