

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4866877

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SENSIRION HOLDING AG	08/10/2016
SENSIRION AG	08/10/2016
RECEIVING PARTY DATA	
Name:	INVENSENSE, INC.
Street Address:	1745 TECHNOLOGY DRIVE
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95110
Name:	INVENSENSE INTERNATIONAL, INC.
Street Address:	4TH FLOOR HARBOUR PLACE
Internal Address:	P.O. BOX 1034
City:	GEORGE TOWN, GRAND CAUMAN
State/Country:	CAYMAN ISLANDS
Postal Code:	KY1-1102
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15921504
CORRESPONDENCE DATA	
Fax Number:	(650)847-4151
<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>	
Phone:	650 847 4150
Email:	gcastle@duanemorris.com
Correspondent Name:	DUANE MORRIS LLP - INVENSENSE INC. IP DO
Address Line 1:	2475 HANOVER STREET
Address Line 4:	PALO ALTO, CALIFORNIA 94304-1194
ATTORNEY DOCKET NUMBER:	R2537-00092
NAME OF SUBMITTER:	AMIR A. TABARROK
SIGNATURE:	/Amir A. Tabarrok/

DATE SIGNED:

03/14/2018

Total Attachments: 14

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Execution Version

Confidential

Homburger

Business Purchase Agreement

dated August 10, 2016

by and between

Sensirion Holding AG
Laubisrütistrasse 50, 8712 Stäfa, Switzerland

(hereinafter the **Seller 1**)

Sensirion AG
Laubisrütistrasse 50, 8712 Stäfa, Switzerland

(hereinafter the **Seller 2, Seller 1**
and **Seller 2** together the **Sellers**)

and

Invensense, Inc.
1745 Technology Dr., San Jose, California 95110
USA

InvenSense International, Inc.
4th Floor Harbour Place, P.O. Box 1034, George Town, Grand
Cayman, KY1-1102, Cayman Islands

(hereinafter together the **Buyer**)

(each of **Seller 1, Seller 2** and
Buyer a Party, together the **Parties**)

regarding the sale and the purchase of **Sellers'** digital barometric pressure sensor business

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Table of Annexes

Number of Annex	Name of Annex
1	Definitions
2.1.1	Transferred Assets
2.1.1(b)	Transferred Intellectual Property Rights
2.1.3	Target Employees
2.2	Excluded Contracts
5.4(c)(ii)	Due Diligence Documentation
9.1	Master Services Agreement
9.2	License Agreement

Whereas

- A. Sellers are, among others, engaged in the business of the development, manufacture and supply of digital barometric absolute pressure sensors (the Business)
- B. Sellers intend to sell the Business to Buyer and Buyer intends to buy the Business from Sellers pursuant to the terms of this business purchase agreement (the Agreement).
- C. Prior to executing this Agreement, Buyer has been given access to certain information related to the Business.

Now, therefore, the Parties hereto agree as follows:

1. Definitions and Interpretation

Capitalized terms used in this Agreement shall have the meanings ascribed to them in Annex 1.

Unless the context requires otherwise:

- (a) references in this Agreement to any gender shall include other genders;
- (b) references to times or dates shall be understood as referring to the time or date prevailing in Switzerland; and
- (c) any references to books, records or other information shall mean books, records or other information in any form including paper, electronically stored data, magnetic media, film and microfilm.

2. Sale and Purchase of the Business

2.1 Object of Sale

2.1.1 Assets

Subject to the terms and conditions of this Agreement, Seller 1 and Seller 2, as applicable, agree to deliver, transfer and assign to Buyer and hereby transfer and assign to Buyer with effect as of Closing, and Buyer agrees to accept and hereby accepts from Seller 1 and Seller 2, as applicable, with effect as of Closing, the assets of the Business as set out in Annex 2.1.1 (the Transferred Assets). In particular, and without limitation to the foregoing, the following principles shall apply:

- (a) this Agreement shall constitute a deed of assignment (*Abtretungserklärung*) necessary and sufficient under applicable Swiss law to procure the transfer of all claims in connection with the Business (including, without limitation, accounts receivable, if any);

- (b) this Agreement shall constitute a deed of assignment with respect to the Intellectual Property Rights listed in Annex 2.1.1(b) (the **Transferred Intellectual Property Rights**). To the extent any transfer of Transferred Intellectual Property Rights has to be registered in any official registers, the Sellers and Buyer shall as promptly as practicable following the Closing Date, take all steps to effect such a registration, it being understood that the transfer of title pursuant to this Article 2.1.1 shall be valid and binding on the Parties irrespective of any such registration;
- (c) this Agreement shall constitute a deed of assignment with respect to any Business Know-How relating exclusively to the Business and the Transferred Assets. The Business Know-How shall be effectively provided by the Seller 2 to the Buyer at no additional cost (subject to the limitations set forth in Article 9.1 and in the Master Services Agreement) through the Initial Services as set forth in the Master Services Agreement;
- (d) the tangible Transferred Assets listed in paragraph (iv) of Annex 2.1.1 shall effectively be delivered by the Seller 2 to the Buyer shortly after the Closing Date at the occasion of a workshop between the Parties.

2.1.2 Liabilities

- (a) Subject to the terms and conditions of this Agreement, Buyer hereby undertakes to assume from Sellers the liabilities and obligations of Sellers to the extent relating to or arising out of the operation, affairs and conduct of the Business or the Transferred Assets, as the same shall exist on or after the Closing Date (the **Assumed Liabilities**).
- (b) The transfer of Assumed Liabilities, and the assumption thereof by Buyer, shall be made by operation of law, according to Art. 181 CO, with no consent of the relevant creditors to any such liabilities being required.

Buyer agrees to faithfully satisfy all Assumed Liabilities, and further undertakes to be bound by all covenants relating to such Assumed Liabilities. It is expressly understood and agreed that, notwithstanding anything to the contrary in this Agreement, Buyer shall not assume or be responsible for paying, performing or discharging any obligations or liabilities of Sellers that are not Assumed Liabilities.

2.1.3 Employees





4.1.2 Title to and Condition of Transferred Assets

Sellers have full and complete title to or the valid right to use the Transferred Assets, free and clear from any Liens, except for Permitted Liens. These assets are in customary repair, order and condition, reasonable wear and tear excepted, have been properly maintained and are safe to operate in accordance with current practice in their current condition. Upon Closing, Buyer will acquire the sole ownership and full and complete title to the Transferred Assets without formality other than as specifically stipulated in this Agreement.

4.1.3 Permits and Authorizations

Sellers hold, and comply in all material respects with all Permits required to conduct the Business as currently conducted and such Permits are valid and not threatened by any challenge or revocation or material amendment.

4.1.4 Compliance with Law

As far as the Business is concerned, (a) Sellers are in compliance with all laws, regulations and orders applicable to it and, (b) no competent governmental or administrative or self-regulatory authority has claimed in writing that Sellers have violated in any material manner any such laws, regulations or orders.

4.1.5 Taxes

All Tax returns required to be filed prior to the Closing Date with respect to Taxes related to the Business have been timely filed. All such Tax returns (a) have been prepared in the manner required by applicable law, (b) are correct and complete in all material respects, and (c) accurately reflect the liability for Taxes of the Business. All Taxes shown to be due on such Tax returns have been timely paid or reserved against, and no such Taxes have created a Lien against any of the Transferred Assets, or impair the ability of Sellers to transfer the Transferred Assets to Buyer free and clear of any Lien in accordance with the terms of this Agreement.

No Tax Authority has asserted any deficiency or claim for additional Taxes with respect to the Business and in particular there are no circumstances which could lead to a reassessment of any Taxes or procedures by any Tax Authorities where such reassessment would directly or indirectly cause any non-provisioned Taxes.

4.1.6 Intellectual Property Rights

- (a) Sellers have, free and clear of all Liens, full title to all Business Intellectual Property Rights and all Business Intellectual Property Rights, to the extent registered or applied for registration, are unexpired and have not been abandoned.
- (b) All Business Intellectual Property Rights are valid and enforceable. The use of the Business Intellectual Property Rights by Sellers in connection with the operation of the Business as heretofore conducted does, to the best of the Sellers' knowledge, not conflict with, infringe upon or violate the Intellectual Property Rights of any third party, except to the extent that such conflict, infringement or violation has not been, and cannot reasonably be expected to have, individually or in the aggregate, a material adverse effect on the conduct of the Business as heretofore conducted.
- (c) No claims have been made or intimated to the Sellers challenging the use, validity or enforceability of the Business Intellectual Property Rights by the Sellers and, to the best of the Sellers' knowledge, no grounds exist which may support such claims.
- (d) To the best of the Sellers' knowledge, there is not and has not been any infringement, actual, threatened or suspected, of any of the Business Intellectual Property Rights by any third party.
- (e) The Business Intellectual Property Rights represent all Intellectual Property Rights owned by or licensed to the Sellers necessary to operate the Business as currently conducted.
- (f) All compensation due to inventors of Business Intellectual Property Rights owned by any of the Sellers, if any, has been duly paid by the Sellers.
- (g) All former and current employees of the Sellers and of Sensirion Taiwan have properly transferred and assigned to the Sellers or to Sensirion Taiwan all their rights and title in and to the Business Intellectual Property Rights.
- (h) Sensirion Taiwan has properly transferred and assigned all its rights and title in and to the Business Intellectual Property Rights to the Sellers.
- (i) The Business Intellectual Property Rights are entitled to the priority dates claimed by the Business Intellectual Property Rights.

4.1.7 Know-How

- (a) The use of the Business Know-How by Sellers in connection with the operation of the Business as heretofore conducted does, to the best of the Sellers' knowledge, not conflict with, infringe upon or violate the Intellectual Property Rights of any third party, except to the extent that such conflict, infringement or violation has not been, and cannot reasona-

10. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] severally liable for the fulfillment of Buyer's obligations pursuant
to this Agreement.

11.3 Notices

All notices or other communications to be given under this Agreement shall be made in writing and shall be delivered by courier, by registered mail (return receipt requested) or by telefax to the following addresses:

- if to Sellers: Sensirion Holding AG, Dr. Andrea Orzati, Laubisrütistrasse 50, 8712 Stäfa, Switzerland (Fax No: +41 44 306 40 30)

- with a copy to Homburger AG, Dr. Daniel Hasler, Prime Tower | Hardstrasse 201, 8005 Zurich, Switzerland (Fax No: + 41 43 222 15 00)

- if to Buyer: Invensense, Inc., Eric Kawamoto, 1745 Technology Dr., San Jose, California 95110, USA (Fax No: + 1 208 452 5753)

with a copy to meyerlustenberger | lachenal, Dr. Wolfgang Müller, Forchstrasse 452, 8032 Zurich, Switzerland (Fax No: + 41 44 396 91 92)

Any notice to be given hereunder shall be given prior to the expiry of a term or deadline set forth in this Agreement. All notices, communications, documents or other information shall only be effective when received, prior to the expiry of a term or deadline set forth in this Agreement, if any, by the Party to whom it is addressed.

11.4 Entire Agreement

This Agreement, including the Annexes and any other documents referred to herein, constitutes the entire agreement and understanding among the Parties with respect to the subject matter hereof, and shall supersede all prior oral and written agreements or understandings of the Parties relating hereto. All references to this Agreement shall be deemed to include the Annexes hereto.

11.5 Amendments and Waivers

This Agreement may only be modified or amended by a document signed by all Parties. Any provision contained in this Agreement may only be waived by a document signed by the Party waiving such provision.

11.6 No Assignment

The Parties shall not assign this Agreement or any rights or obligations hereunder to any third party without the prior written consent of Sellers (if the assignment is proposed to be undertaken by Buyer) or Buyer (if the assignment is proposed to be undertaken by Sellers). Notwithstanding the foregoing, in case of a merger, acquisition, change of control or other transfer of all or substantially all of the assets or voting securities of Sellers or Buyer, Sellers or Buyer, as applicable, may transfer or assign their rights and obligations under this Agreement to any Person, without obtaining the consent or approval of any other Party hereto.

11.7 Severability; Good Faith

Should any part or provision of this Agreement be held to be invalid or unenforceable by any competent arbitral tribunal, court, governmental or administrative authority having jurisdiction, the other provisions of this Agreement shall nonetheless remain valid. In this case, the Parties shall endeavor to negotiate a substitute provision that best reflects the economic intentions of the Parties without being unenforceable, and shall execute all agreements and documents required in this connection.

If a Party to this Agreement (the **Failing Party**) should fail to take any action to be taken or to deliver any document to be delivered as of a specified date, the other Party shall not resort to any contractual remedies under this Agreement if such failure is promptly and fully cured in good faith by the Failing Party.

11.8 Confidentiality

The Parties undertake to keep all information obtained in the course of the due diligence and in any negotiations and discussions prior to or after Closing in strict confidence, and further undertake not to disclose any such information to third parties, and all Parties to this Agreement shall in all respects keep confidential and not at any time disclose to anyone or use for their own or any other person's benefit or to the detriment of the other Party or Parties any confidential information, in each case unless:

- (a) a Party is required to do so by a competent court or administrative authority under compulsory law;
- (b) a Party is required to do so under applicable stock exchange regulations;
- (c) such information is already in the public domain by reason other than a breach of this confidentiality undertaking;
- (d) the disclosure or use is required to vest the full benefit of this Agreement in Sellers or Buyer, as the case may be.

It is understood and agreed that the above confidentiality undertaking shall not (i) restrict Buyer from using information obtained on the Business in the course of operating the Business following the Closing Date or (ii) restrict Buyer from providing information to financial institutions for the purpose of financing the transactions contemplated by this Agreement.

12. Governing Law and Jurisdiction

12.1 Governing Law

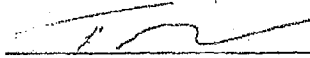
This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland, at the exclusion of the United Nations Convention on the International Sale of Goods dated April 11, 1980.

12.2 Jurisdiction

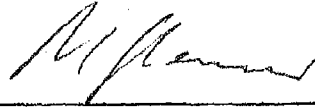
All disputes arising out of or in connection with this Agreement including disputes on its conclusion, binding effect, amendment or termination shall be submitted to the exclusive jurisdiction of the competent courts of Zurich, Switzerland.

Stäfa, August 10, 2016

Sensirion Holding AG



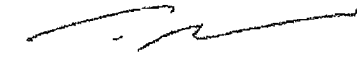
Felix Mayer
Delegate of the Board of Directors




Markus Glauser
Member of the Board of Directors

Stäfa, August 10, 2016

Sensirion AG



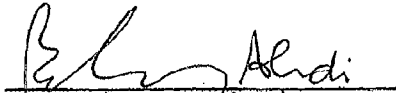
Felix Mayer
Vice-Chairman and Delegate of the Board
of Directors



Markus Glauser
Member of the Board of Directors

San Jose, August 10, 2016

InvenSense, Inc.

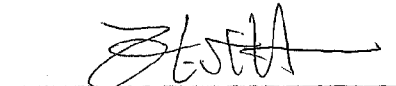

By: Behrooz Abdi
Function: President & CEO

By:
Function:

George Town, August 10, 2016

Taipei, August 11, 2016

InvenSense International, Inc.



By: Eliot Hsu
Function: General Manager

By:
Function:

Transferred Assets

Transferred Assets include the assets and rights owned by, leased by or in the possession of Sellers to the extent relating exclusively to or arising out of the operation, affairs and conduct of the Business as the same exist on the Closing Date as follows:

- (i) The Transferred Intellectual Property Rights;
- (ii) the technical information, tangible embodiments of intellectual property rights, including software, drawings, designs, hardware, apparatuses, prototypes, lab equipment, hardware, tools, manuals, specifications, flow charts, in each case relating exclusively to the design, test, manufacture and sale of the acquired digital barometric absolute pressure sensor;
- (iii) the files, documents and records that are in the possession of the Sellers and exclusively relate to and are used exclusively in the operation of the Business (the **Acquired Records**); *provided, however*, that to the extent Acquired Records includes any information that does not relate to the operation of the Business or includes (1) privileged materials, (2) personnel records, health related files or any records that are prohibited from being transferred to Buyer pursuant to applicable data privacy laws, (3) invoices or purchase orders or (4) any corporate or accounting ledgers, minutes or similar organizational materials or Tax Returns of each Seller, Sellers shall notify Buyer of any such Acquired Records that are necessary to the operation of the Business after the Closing or for Buyer to comply with applicable law, and the Parties shall cooperate in good faith to provide Buyer reasonable access, in a manner that does not unreasonably interfere with Sellers' activities, to any such files, documents, books and records, from which Sellers shall be entitled to remove or redact any information that does not relate to the operation of the Business;
- (iv) the following tangible assets:
 - (1) R&D Pressure sensor characterization and calibration equipment (High precision pressure and temperature setup [copper chamber] 1-4, High speed pressure and temperature setup 1-3);
 - (2) Yushan COS Sample Test;
 - (3) PPC4 Pressure Controller;
 - (4) Special mounting jig for COS.
- (v) All brochures, papers, literature as well as promotional materials in connection with the Business.

Transferred Intellectual Property Rights

(separate document)

No.	Title	Country / Region	Filing number	Priority / filing date	Publication	Status	Entity
2	Drucksensor und Verfahren zum Herstellen eines Drucksensors	CH	0086/01	19.01.2001	CH_694998_A5	granted	Sensirion Holding AG
3	Method for fabricating pressure sensor using SOI wafer	CN	200710104276.4	23.05.2006	CN_101078663_B	granted	Sensirion Holding AG
4	A pressure sensor having a chamber and a method for fabricating the same	EP	07 008 470.2	26.04.2007	EP_1860417_B1	granted	Sensirion Holding AG
		US	11/799,822		US_7704774_B2	granted	Sensirion Holding AG
		CN	200710104277.9		CN_101078664_B	granted	Sensirion Holding AG
7	A pressure sensor having a membrane and a method for fabricating the same	EP	12 007 333.3	25.10.2012	EP_2725334_A1	published	Sensirion AG
8	Device with a micro- or nanoscale structure	EP	13 001 860.9	10.04.2013	EP_2790214_A1	published	Sensirion AG
11	Pressure Sensor	EP	13 005 235.0	06.11.2013	EP_2873455_A1	published	Sensirion AG
		US	14/521,918		US_2015122038_A1	published	Sensirion AG
12	Pressure Sensor	EP	13 005 236.8	06.11.2013	EP_2873456_A1	published	Sensirion AG
		US	14/522,014		US_2015122042_A1	published	Sensirion AG
		KR	10-2014-0153840		KR_20140153840_A	published	Sensirion AG
		TW	103135727		TW_201524891_A	published	Sensirion AG
		CN	201410616099.8		CN_104634501_A	published	Sensirion AG
17	Pressure Sensor	EP	15 000 967.8	02.04.2015	not yet published	filed	Sensirion AG
		US	15/085,592		not yet published	filed	Sensirion AG
18	Pressure Sensor	EP	15 173 033.0	19.06.2015	not yet published	filed	Sensirion AG