

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JEFFREY FREDENBURG	11/20/2018
MUHAMMAD FAISAL	11/20/2018
DAVID M. MOORE	11/20/2018
YU HUANG	11/21/2018
RAMIN SHIRANI	10/18/2016
RECEIVING PARTY DATA	
Name:	MOVELLUS CIRCUITS INC.
Street Address:	505 E. LIBERTY ST., SUITE LL400
City:	ANN ARBOR
State/Country:	MICHIGAN
Postal Code:	48104
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15674879
CORRESPONDENCE DATA	
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<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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ATTORNEY DOCKET NUMBER:	MVLS.P008
NAME OF SUBMITTER:	LANCE M. KREISMAN
SIGNATURE:	/Lance M. Kreisman/
DATE SIGNED:	11/28/2018
Total Attachments: 8	
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Attorney Docket No.: MVLS.P008

PATENT

ASSIGNMENT

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, **Jeffrey Fredenburg, Muhammad Faisal, David M. Moore, Yu Huang and Ramin Shirani**, the undersigned Assignor(s), believing to be the original, first and sole or joint inventor(s) of any and all new and useful improvements disclosed in the application for the United States patent entitled:

INTEGRATED CIRCUIT DESIGN SYSTEM WITH AUTOMATIC TIMING MARGIN REDUCTION

hereby sell, assign, and transfer to Movellus Circuits Inc., a Corporation having a principal place of business at 505 E. Liberty St., Suite LL400, Ann Arbor, MI 48104 ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all improvements that are disclosed in the same patent application

 X which was filed with the United States Patent and Trademark Office on August 11, 2017, and which was assigned Application Number 15/674,879.

 which has been executed by the undersigned prior hereto or concurrently herewith on the dates indicated below.

The undersigned further sell, assign, and transfer to Assignee said application and all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications, utility models and the like that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions, that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application; and the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise.

The undersigned further agree that said Assignee may apply for and receive a patent or patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said

improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives.

The undersigned covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.


The undersigned hereby authorize and request the Officials of the United States Patent and Trademark Office and any and all foreign Patent Offices to issue any and all Letters Patents, when granted, to said Assignee as the assignee of the entire right, title and interest in and to the same, for the sole use of said Assignee, its successors and assigns, to the full end of the term for which said Letters Patents may be granted.

The undersigned hereby grant to Lance M. Kreisman (Reg. No. 39,256), of Peninsula Patent Group, located 5061 Crail Way, El Dorado Hills, California 95762, the power to insert on this document any further identification necessary or desirable to comply with the rules of the United States Patent and Trademark Office for recordation of this Assignment.

Each Inventor/Assignor: Please Sign and Date Below:

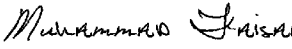
11/20/2018 7:14:32 PM PST

Date

DocuSigned by:

 B23615D4412C489...
 Jeffrey Fredenburg


11/20/2018 6:57:09 PM PST

Date

DocuSigned by:

 C9ADDD77C5DB406...
 Muhammad Faisal

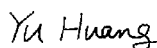
11/20/2018 7:26:16 PM PST

Date

DocuSigned by:

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 David M. Moore

11/21/2018 6:17:27 PM PST

Date

DocuSigned by:

 DDF5E7533D5640B...
 Yu Huang

ADVISORY BOARD AGREEMENT

This **ADVISORY BOARD AGREEMENT** (“*Agreement*”), effective as of April 11th, 2016 (the “*Effective Date*”), is made by and between Ramin Shirani (the “*Member*”) and **MOVELLUS CIRCUITS, INC.**, a Delaware corporation (the “*Company*”).

RECITALS

A. The Company desires to appoint the Member to serve on its Advisory Board (the “*Advisory Board*”) and the Member desires to serve on the Advisory Board.

B. In connection with the foregoing, the Company and the Member desire to enter into this Advisory Board Agreement on the terms and conditions set forth below.

AGREEMENT

In consideration of the foregoing and the mutual promises and covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. Appointment to Advisory Board; Term. The Member is hereby appointed to serve as a Member of the Advisory Board. Subject to termination as provided in Section 13, the Member will serve an initial term of 18 months years from the Effective Date. At the end of the initial term, the Company and the Member will meet to determine whether to extend the term, and if so, at what compensation and performance level.

2. Services. During the term of this Agreement, the Member will perform the following services on behalf of the Company, in conjunction with the other members of the Advisory Board and the management of the Company:

- Identify potential strategic and business partners and establish and maintain effective working relationships with the Company’s strategic and business partners.
- Counsel on strategic planning and management issues.
- Provide insight and analysis regarding significant industry developments.
- Facilitate access to key decision makers within the Company’s markets.
- Proactively seek potential opportunities for the Company.
- Identify and recruit officers, employees, members of the Company’s Board of Directors, service providers, and other participants to serve on the Advisory Board.
- Any other duties or assignments that are consistent with the Member’s position on the Advisory Board and that have been mutually agreed upon by the Member and the Company.

3. Advisory Board Meetings. The Advisory Board expects to meet on a formal basis at quarterly and the Member shall attend those meetings whenever they take place (unless notice of his or her absence has been given to the Company’s Chief Executive Officer). Informal meetings of one or more members of the Advisory Board will be held on an as-needed basis.

4. Reporting Structure. As a member of the Advisory Board, the Member will report directly to the Chief Executive Officer of the Company.

5. Compensation.

5.1 In exchange for the Member's contribution and participation on the Advisory Board, subject to the approval of the Company's Board of Directors, the Company will grant the Member a non-qualified stock option to purchase 82,500 shares of the Company's common stock (as adjusted for stock splits, dividends, combinations and other recapitalizations after the date hereof) at an exercise price equal to the fair market value of the Company's common stock as determined by the Company's Board of Directors. During the term of this Agreement, the option will vest on a consecutive monthly basis with respect to 1/18 of the total number of shares subject to the option, with the first such vesting installment occurring on May 15, 2016, until such time as the option is completely vested. If a Deemed Liquidation Event (as defined below) occurs and your Continuous Service (as defined in the Plan) with the Company has not terminated as of, or immediately prior to, the effective time of the Deemed Liquidation Event, then, subject to your execution and non-revocation of a general release in a form acceptable to the Company, as of the effective time of such Deemed Liquidation Event, the vesting and exercisability of your option shall be accelerated in full.

For purposes of this Agreement, "**Deemed Liquidation Event**" shall mean (i) a merger or consolidation in which the Company is a constituent party or a subsidiary of the Company is a constituent party and the Company issues shares of its capital stock pursuant to such merger or consolidation, except any such merger or consolidation involving the Company or a subsidiary in which the shares of capital stock of the Company outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (a) the surviving or resulting corporation; or (b) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation; or (ii) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any subsidiary of the Company of all or substantially all the assets of the Company and its subsidiaries taken as a whole, or the sale or disposition (whether by merger, consolidation or otherwise) of one or more subsidiaries of the Company if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Company.

5.2 All stock options granted to the Member hereunder will be awarded under the Company's 2014 Equity Incentive Plan, as amended from time to time (the "**Plan**"), and related standard form of Stock Option Agreement, which the Member will be required to sign as a condition to the grant of the Option.

6. Expenses. All reasonable business expenses incurred by the Member in the performance of his or her duties as a member of the Advisory Board will be reimbursed by the Company in accordance with the Company's standard expense reimbursement policy. The Company may require the Member to provide reasonable written documentation confirming the expenses he has incurred.

7. Right to Contract; Conflict of Interest. The Member hereby represents and warrants to the Company that (i) he or she has full right and authority to enter into this Agreement and to perform his obligations hereunder, and (ii) the execution and delivery of this Agreement by the Member and the performance of the Member's obligations hereunder will not conflict with or breach any agreement, order or decree to which the Member is a party or by which he is bound.

8. Independent Contractor Relationship. Member is an independent contractor and not an employee of the Company. Member is not authorized to represent that he or she is an agent, employee, or legal representative of the Company. Member is not authorized to make any representation, contract, or commitment on behalf of the Company or incur any liabilities or obligations of any kind in the name of or on behalf of the Company. Member and the Company agree that the Company will treat Member as an independent contractor for purposes of all tax laws (local, state and federal) and file forms consistent with that status. Member will be solely responsible to pay any and all local, state, and/or federal income, social security and unemployment taxes for Member. Member acknowledges and agrees that he or she shall not receive any employee or fringe benefits of any kind from the Company and waives any and all rights, if any, to participation in any of the Company's employee or fringe benefit plans or programs. For the avoidance of doubt, the Advisory Board is distinct from the Company's actual Board of Directors and has no role in the governance of the Company and no independent legal status; the Advisory Board is a purely honorific concept meant to refer collectively to one or more independent contractors, including the Member, who may from time to time provide advisory services to the Company.

9. Ownership of Intellectual Property. Member agrees that he or she will assign certain intellectual property and inventions wholly or partially conceived by the Member, details of which are jointly agreed upon in writing by the Member and the CEO, and directly related to the business of the Company in the course of or related to providing services to the Company (collectively "**Work Product**"). All ownership and control of Work Product, including any copyright, patent rights and all other intellectual property rights therein ("**Intellectual Property Rights**") shall vest exclusively with the Company, and Member hereby assigns to the Company all right, title and interest that Member may have in such Work Product and Intellectual Property Rights, without any additional compensation and free of all liens and encumbrances of any type. Member agrees to execute and promptly deliver any documents and do such other acts as required by the Company to implement the provisions herein. In the event that Member does not, for any reason, execute such documents within a reasonable time of Company's request, Member hereby irrevocably appoints Company as Member's attorney-in-fact for the purpose of executing such documents on Member's behalf, which appointment is coupled with an interest.

10. Proprietary Information. Member agrees during the term of this Agreement that he or she will take all steps reasonably necessary to hold the Company's Proprietary Information in trust and confidence, will not use Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without first obtaining Company's express written consent on a case-by-case basis. The term "**Proprietary Information**" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company, its affiliates, parents and subsidiaries, whether having existed, now existing, or to be developed during the term of this Agreement. By way of illustration but not limitation, "Proprietary Information" includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques and any other proprietary technology; (b) information regarding research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, margins, discounts, credit terms, pricing and billing policies, quoting procedures, methods of obtaining business, forecasts, future plans and potential strategies, financial projections and business strategies, operational plans, financing and capital-raising plans, activities and agreements, internal services and operational manuals, methods of conducting

Company business, suppliers and supplier information, and purchasing; (c) information regarding customers and potential customers of the Company, including customer lists, names, representatives, their needs or desires with respect to the types of products or services offered by the Company, proposals, bids, contracts and their contents and parties, the type and quantity of products and services provided or sought to be provided to customers and potential customers of the Company and other non-public information relating to customers and potential customers; (d) information regarding any of the Company's business partners and their services, including names, representatives, proposals, bids, contracts and their contents and parties, the type and quantity of products and services received by the Company, and other non-public information relating to business partners; (e) information regarding personnel, employee lists, compensation, and employee skills; and (f) any other non-public information which a competitor of the Company could use to the competitive disadvantage of the Company. Notwithstanding the other provisions of this Agreement, nothing received by Member will be considered to be Proprietary Information if it has been published or is otherwise readily available to the public other than by a breach of this Agreement. All Proprietary Information is the sole and exclusive property of the Company.

11. Third Party Information. Member understands that the Company has received and will in the future receive from third parties confidential or proprietary information ("**Third Party Information**") subject to a duty on Company's part to maintain the confidentiality of such information and use it only for certain limited purposes. Member agrees to hold Third Party Information in confidence and not to disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or to use, except in connection with Member's work for Company, Third Party Information unless expressly authorized in writing by an officer of Company.

12. Return of Company Documents. At the end of the term of this Agreement, or upon request by the Company, Member will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Work Product, Third Party Information or Proprietary Information of the Company.

13. Termination. The Company and the Member shall have the right to terminate this Agreement with or without cause upon written notice to the other. If the termination of Member by the Company is without cause, the vesting and exercisability of Member's option shall be accelerated in full.

14. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery upon receipt; (b) by overnight courier upon receipt; or (c) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission. Notice shall be sent to the addresses set forth below or such other address as either party may specify in writing.

15. Successors and Assigns. This Agreement is for the benefit of the Member and the Company and its successors, assigns, parents, subsidiaries, affiliates and purchasers. Member may not assign or transfer this Agreement or any rights or obligations hereunder.

16. Entire Agreement, Modifications. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes any previous oral or written communications, representations, understanding, or agreement between the parties. This Agreement shall

not be changed, modified, supplemented or amended except by express written agreement signed by Member and the Company.

17. Governing Law. This Agreement shall be governed by the laws of the State of Delaware without regard to the conflicts of laws or principles thereof. Any suit involving this Agreement shall be brought in a court sitting in the district encompassing the Company's principal place of business. The parties agree that venue shall be proper in such courts, and that such courts will have personal jurisdiction over them.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed, or have caused to be executed, this Advisory Board Agreement on the date first above written.

Member:

ramin
shirani

Ramin Shirani

Digitally signed by ramin shirani
DN: cn=ramin shirani,
o=engineering, ou=engineering,
email=r_shirani@yahoo.com, c=US
Date: 2016.10.18 23:50:22 -0700

The Company:

Movellus Circuits, Inc.

By:

DocuSigned by:

Muhammad Faisal

C9ADDB77C6DB406...

Muhammad Faisal
Chief Executive Officer

Address:

Address:

505 E. Liberty St, Suite LL 400
Ann Arbor, MI , 48104