

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5427714

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1
CONVEYING PARTY DATA	
Name	Execution Date
SILVERPLUS, INC.	03/15/2019
RECEIVING PARTY DATA	
Name:	WISILICA INC.
Street Address:	23282 MILL CREEK DR., SUITE 340
City:	LAGUNA HILLS
State/Country:	CALIFORNIA
Postal Code:	92653
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	9729687
Patent Number:	9635495
Patent Number:	8937554
Patent Number:	8614963
Patent Number:	8594346
Patent Number:	8487771
CORRESPONDENCE DATA	
Fax Number:	(949)340-3000
<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:	949-340-3400
Email:	alee@shbllp.com
Correspondent Name:	ANDREW LEE
Address Line 1:	100 SPECTRUM CENTER DRIVE, SUITE 600
Address Line 4:	IRVINE, CALIFORNIA 92618
NAME OF SUBMITTER:	ANDREW LEE
SIGNATURE:	/AJL/
DATE SIGNED:	03/18/2019
Total Attachments: 18	

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PATENT PURCHASE AGREEMENT

This Patent Purchase Agreement (this "Agreement"), dated as of March 15, 2019 (the "Effective Date"), is entered into by and between SilverPlus, Inc., a California corporation, d.b.a. Martian Watches (the "Seller"), and WiSilica Inc., a California corporation (the "Purchaser"). Seller and Purchaser may collectively be referred to herein as the "Parties", or individually as, "Party".

RECITALS

A. WHEREAS, Seller is the owner of the entire right, title, and interest in and to those certain Patents (as defined herein);

B. WHEREAS, Seller desires to sell to Purchaser all right, title, and interest in and to such Patents;

C. WHEREAS, Purchaser desires to purchase from Seller all right, title, and interest in and to the Assigned Patent Rights (as defined herein) in connection with the Patents pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

ARTICLE I DEFINITIONS

For the purpose of this Agreement, the following terms, whether in singular or in plural form, when used with a capital initial letter shall have the respective meanings as follows:

1.01 "Affiliate" means, with respect to any Person, any Entity in whatever country organized, that Controls, is Controlled by, or is under common Control with such Person.

1.02 "Assigned Patent Rights" means (a) the Patents; (b) any reissues, reexaminations, extensions, additions, continuations, continuing prosecution applications, requests for continuing examinations, divisions, provisionals and registrations of any of the Patents and any patents or patent applications which correspond to or claim priority to any of the foregoing, and all foreign counterparts of the foregoing; (c) worldwide rights including rights to apply in any or all countries of the world for future patents, certificates of invention, utility models, industrial design protections, design patent protections, or other future governmental grants or issuances of any type related to the Patents; and (d) all causes of action and enforcement rights of any kind, including, without limitation, all rights to seek and obtain remedies of any kind for past, current and future infringement under, or on account of, any of the Patents and/or any of the items described in either of the foregoing categories (b) or (c).

1.03 "Closing" means March 29, 2019, or such other time before that date as may be mutually agreed to by the Parties (the "Target Closing Date"), and that time at which (1) the payment described in Section 2.02 is made, and (2) Seller transfers all of its right, title, and interest in and to the Assigned Patent Rights to Purchaser. If the Closing does not occur (for whatever reason) by the Target Closing Date, either party may terminate this Agreement pursuant to Section 6.13.

1.04 "Control" (or such other conjugations) for the purpose of this Agreement, means the direct or indirect ownership of more than fifty percent (50%) of the shares or similar equity interests or

voting power of the outstanding voting securities of such Entity that represent the power to direct the management and policies of such Entity.

1.05 "Disclosed Information" means any information or materials related to the Assigned Patent Rights disclosed by Seller or Affiliates of Seller to a Recipient prior to the Effective Date, in connection with Recipient's consideration regarding entering into this Agreement with Seller covering the Patents, and any review, evaluation or analysis by the Recipient of any such information. Disclosed Information does not include any information or materials that are disclosed to a Person by a Person other than Seller or any Affiliates of Seller.

1.06 "Effective Date" shall mean the date of execution of this Agreement.

1.07 "Enhanced Damages" means any of the following types of damages to the extent such damages are based upon any Disclosed Information: (a) damages for patent infringement dating back to disclosure of any Disclosed Information; (b) damages awarded in connection with a judicial or arbitral finding of willful patent infringement; or (c) punitive (or enhanced) damages for willful patent infringement.

1.08 "Entity" means any corporation, partnership, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, governmental entity (or any department, agency, or political subdivision thereof) or any other legal entity.

1.09 "Executed Assignments" means the Assignment of Assigned Patent Rights in the form attached hereto as Exhibit B duly executed by Seller.

1.10 "Existing Rights" means the existing licenses, sublicenses, and other rights and obligations (as set forth below in this definition) under the Assigned Patent Rights that have been granted or retained by Seller, Affiliates of Seller, or prior owners or inventors of the Assigned Patent Rights prior to the Effective Date, including, without limitation, any covenants not to sue, standstill agreements, and releases that by their terms run with the Assigned Patent Rights or which Seller or its Affiliates are required to have a subsequent assignee of the Assigned Patent Rights comply with, and including, without limitation, the Extension Rights. Notwithstanding anything to the contrary in this Agreement, the Existing Rights for the purpose of this Agreement do not include any rights under, to or in, or any duties or obligations with respect to (i) any intellectual property that is not the Assigned Patent Rights, or (ii) any intellectual property of Purchaser or Affiliates of Purchaser. The details of the Existing Rights identified in Exhibit C, a copy of which is attached hereto and incorporated by reference herein.

1.11 "Extension Rights" means the right of Seller or its Affiliates to (i) renew and extend the term of any licenses or covenants not to sue granted by Seller and/or its Affiliates which constitute Existing Rights and (ii) modify or amend any such licenses or covenants not to sue in accordance with, and solely pursuant to, an obligation contained therein and solely per the terms and conditions of such license or covenant not to sue in existence as of the Effective Date; provided that the initial license or covenant not to sue did not extend just to any one or more of the Patents themselves; and further provided, that such renewals, extensions, modifications, or amendments (a) do not confer any exclusive rights with respect to the Assigned Patent Rights, (b) do not confer upon the licensee any sublicense or assignment rights under the Assigned Patent Rights, other than what was set forth in the Existing Right, (c) do not create or modify any affirmative duties or obligations owed by Purchaser or Affiliates of Purchaser other than Existing Rights; and (d) do not confer any rights with respect to any intellectual property of Purchaser or Affiliates of Purchaser other than the Assigned Patent Rights.

1.12 "Patents" means the patents and patent applications identified in Exhibit A, a copy of which is attached hereto and incorporated by reference herein.

1.13 "Person" means any individual or Entity.

1.14 "Recipient" means, with respect to a Patent, the Person in receipt of Disclosed Information for such Patent.

ARTICLE II. ASSIGNMENT; PURCHASE PRICE; DELIVERABLES

2.01 Assignment of Assigned Patent Rights. As of the Closing, Seller hereby sells, assigns, transfers, and conveys to Purchaser all of Seller's right, title, and interest in and to the Assigned Patent Rights. Purchaser acknowledges and agrees that it will acquire all of Seller's right, title, and interest in the Assigned Patent Rights, including, without limitation, all causes of action, enforcement rights and all other rights to seek and obtain any other remedies of any kind including monetary damages for past, current and future infringement of any one or more of the Patents, subject to the Existing Rights.

The sale, assignment, transfer, and conveyance of the Assigned Patent Rights will be evidenced by the Executed Assignments. After the Closing, at the reasonable request of Purchaser, Seller will execute and deliver such other instruments and do and perform such other acts and things as may be reasonably necessary or desirable for effecting completely the consummation of the transactions contemplated hereby.

On the Closing, the Seller shall provide to the Buyer the US prosecution history files relating to the Assigned Patent Rights including documents filed with or received from the United States Patent Office.

2.02 Purchase Price; Payment. Purchaser shall pay a total of Twenty Three Thousand Dollars (\$23,000.00) (the "Purchase Price") to Seller for the Assigned Patent Rights, payable as follows:

(a) Initial Deposit. Within five (5) days prior to the Closing, Purchaser shall pay to Seller One Thousand One Hundred Dollars (\$1,100.00) (the "Initial Deposit") by wire transfer into the designated bank account of Seller set forth in the table below (the "Seller's Account") that shall be applied toward the total Purchase Price. Seller may, at any time upon written communication to Purchaser, change its wire transfer information and/or its designated agent for receipt of the Initial Deposit or any future payments made to Seller pursuant to this Agreement:

Bank Name	Bank Address	Bank Telephone No.	Account Name	ABA Number	Account Number	Swift Code
			SilverPlus, Inc.	Routing Number: [REDACTED]	[REDACTED]	[REDACTED]

In the event that the Purchaser terminates this Agreement prior to the Closing and the Parties do not consummate the transactions contemplated herein, Purchaser acknowledges and agrees that the Initial

Deposit shall become non-refundable, and Seller shall have no obligation to return or refund the Initial Deposit back to the Purchaser.

(b) Remainder of Purchase Price. On or before the Closing, Purchaser shall pay the remaining balance of Twenty One Thousand Nine Hundred Dollars (\$21,900.00) (the "Remaining Balance") to Seller into Seller's Account by wire transfer.

2.03 Refunds. No refund, credit, or other adjustment of payment will be made by Seller except in the case where the Initial Deposit will be applied toward the total Purchase Price for the Assigned Patent Rights in the event that the Parties consummate and complete the transactions contemplated herein. Rights conferred by this Agreement will not be affected by any statement appearing on any check or other document, except to the extent that any such right is expressly waived or surrendered by a party having such right and signing such statement.

2.04 Late Charges; Acceleration. Purchaser will pay a late charge on any overdue amounts calculated at the rate of one percent (1%) per month, accrued daily from the date of Closing until such amount is paid. If such rate exceeds the maximum legal rate in the jurisdiction where a claim therefor is being asserted, the rate will be reduced to such maximum legal rate. The rights to late charges under this Agreement will be in addition to any other rights that Seller may have that are conferred by operation of law or in equity.

2.05 Taxes. All payments under this Agreement will be made without any deduction or withholding for taxes or other charges, offset, or setoff. Each Party shall be responsible for paying its own income taxes and any sales, use, excise, import, export, value-added, net income, gross receipts, or similar tax or duty that may be associated with the transactions contemplated by this Agreement.

2.06 Deliverables.

(a) Seller's Deliverables. At the Closing, Seller shall deliver the following items to Purchaser or its representative, and the delivery of each item will be a condition to Purchaser's obligations to perform under this Agreement:

- (i) this Agreement duly executed by Seller;
- (ii) the Executed Assignments duly executed by Seller;
- (iii) such other documents, certificates, consents, waivers and supporting papers necessary to consummate the transactions contemplated by this Agreement.

(b) Purchaser's Deliverables. At the Closing, Purchaser will deliver the following items to Seller or its representatives, and the delivery of each item will be a condition to Seller's obligations to perform under this Agreement:

- (i) the Remaining Balance;
- (ii) this Agreement duly executed by Purchaser;

ARTICLE III.
ADDITIONAL OBLIGATIONS

3.01 No Interference.

(a) Neither Purchaser nor any of its employees, contractors, representatives or agents will use, directly or indirectly, any Disclosed Information to: (i) establish the basis for, or the date of, a Recipient's knowledge or notice of the existence of any Patent; (ii) seek any Enhanced Damages against or from any Recipient who has received Disclosed Information; (iii) seek any discovery or introduce any evidence with respect to any Disclosed Information in any proceeding to which any Recipient of such Disclosed Information from a Seller or a Seller's Affiliates is a party; or (iv) seek to collect from any Recipient any damages with respect to any Disclosed Information which may be awarded against that Recipient. Each Recipient qualifying under the foregoing categories (i) through (iv) is an intended third-party beneficiary of this subparagraph 3.01(a) with separate rights of enforcement. This section does not limit in any way Purchaser's rights to rely on information or materials other than Disclosed Information to seek damages for patent infringement, damages awarded in connection with a judicial or arbitral finding of willful patent infringement, punitive (or enhanced) damages for willful patent infringement, or to establish a Recipient's knowledge or notice of the existence of any Patent. In the event Purchaser discovers information that it believes to be Disclosed Information, it may check with Seller's representatives who will use commercially reasonable efforts to determine (1) whether or not such information is Disclosed Information and, at Purchaser's request, (2) whether or not Purchaser may use such Disclosed Information in a manner that is prohibited by the first sentence of this Section 3.01(a).

(b) Effective upon the Effective Date, except as otherwise provided under this Agreement (as has been or may be amended), Seller and its Affiliates will not (i) license or attempt to license to any Person the rights assigned to Purchaser under the Assigned Patent Rights, or (ii) sell or attempt to sell the Assigned Patent Rights to any Person other than Purchaser; provided, however, that these restrictions shall immediately and automatically terminate if (A) this Agreement is terminated pursuant to Section 6.13, and (B) the Closing does not occur by the Target Closing Date.

3.02 No Retention of Substantial Rights. As of the Closing, neither Seller nor its Affiliates will retain legal title to, equitable title to, or any ownership interest whatsoever in any of the Assigned Patent Rights, any right to commence, or settle any litigation relating to the infringement of any of the Assigned Patent Rights and/or any right to maintain or defend the Patents. Seller intends that all substantial rights in the Assigned Patent Rights transfer to Purchaser as of the Closing. Additionally, as of the Closing:

(a) Seller will have no right to control any of Purchaser's decisions affecting the Assigned Patent Rights transferred pursuant to this Agreement;

(b) Seller will have no right to receive advance notice of any licensing or litigation decisions made by Purchaser concerning any of the Assigned Patent Rights;

(c) Seller will have no right to review, approve, veto or contribute in any way to licensing or litigation decisions made by Purchaser concerning any of the Assigned Patent Rights;

(d) Seller will have no obligation to pay maintenance fees or any other fees required by the United States Patent and Trademark Office concerning any of the Assigned Patent Rights;

(e) Seller will have no rights to seek a narrowing reissue or a voluntary reexamination of the Patents;

(f) Seller will have no right to defend or otherwise participate in an interference proceeding concerning the Patents;

(g) Seller will have no right to join or to otherwise participate as a party in any lawsuit or other legal proceeding in which Seller enforces any of the Assigned Patent Rights against a Person; and

(h) Seller will have no right to use the Assigned Patent Rights from the date of Closing and further shall have no right on the patent of addition, or use any information or details of the Assigned Patent Rights in any articles or research publications.

(i) Seller or its Associates shall not recompile or decompile any rights or information of the Patent so as to reverse engineer the Patent solution.

(j) Seller will have no (i) right to exclude any Person from practicing the inventions described in the Assigned Patent Rights, (ii) exclusive rights in any of the Assigned Patent Rights, or (iii) authority to grant exclusive rights in any of the Assigned Patent Rights to any Person (except as expressly provided in this Agreement).

3.03 Further Cooperation. At the reasonable request of Purchaser, Seller will execute and deliver such other instruments and do and perform such other acts and things as may be reasonably necessary or desirable for effecting completely the consummation of the transactions contemplated hereby and the Purchase Price shall be deemed inclusive of such actions.

3.04 Payment of Fees. Notwithstanding Section 3.02(d) above, Seller will pay any maintenance fees, annuities, and the like due or payable in connection with the Patents until the Closing. For the avoidance of doubt, Seller shall pay any maintenance fees for which the fee is payable (e.g., the fee payment window opens) on or prior to the Closing even if the surcharge date or final deadline for payment of such fee would be within one month after the Closing.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES

4.01 Seller's Representations and Warranties. As of the Effective Date, Seller hereby represents and warrants to Purchaser as follows:

(a) Authority. Seller is a corporation duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation. Seller has all requisite power and authority to enter into, execute, and deliver this Agreement and perform fully its obligations hereunder.

(b) Title and Contest. Seller is the sole and exclusive owner and that it owns all right, title, and interest in and to the Assigned Patent Rights, and Seller has not infringed nor has created any lien, mortgage, or security interest in any of the Assigned Patent Rights. To Seller's knowledge, there are no (i) actions, suits, investigations, claims, or proceedings pending relating in any way to the Assigned Patent Rights, or (ii) existing contracts, agreements, options, commitments or rights with or held by any third party providing such third party with any right to acquire any ownership interest in the Assigned Patent Rights.

(c) No Conflict. Seller has not assigned or licensed any of the Assigned Patent Rights in any manner which conflicts with the assignment made to Purchaser pursuant to this Agreement.

(d) Patent Office Proceedings. None of the Patents has been or is currently involved in any reexamination, reissue, interference proceeding, or any similar proceeding, and to Seller's knowledge, no such proceedings are pending or threatened.

(e) Fees. All maintenance fees and annuities due on the Patents for which the final date for payment of such fee occurs prior to the Closing have been paid.

(f) Conduct. To Seller's knowledge formed after reasonable due diligence and investigation, Seller or its agents or representatives have not engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate any of the Patents or hinder their enforcement, including, without limitation, misrepresenting Seller's patent rights to a standard-setting organization.

4.02 Purchaser's Representations and Warranties. As of the Closing, Purchaser hereby represents and warrants to Seller as follows:

(a) Authority. Purchaser is a corporation duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation. Purchaser has all requisite power and authority to enter into, execute, and deliver this Agreement and perform fully its obligations hereunder.

(b) Available Funds. Purchaser has immediate available funds to pay and will pay the Purchase Price to Seller on or before the Closing.

ARTICLE V. DISCLAIMERS AND LIMITATIONS OF LIABILITY

5.01 Disclaimer. Purchaser acknowledges and agrees that it is solely responsible for Purchaser's own due diligence investigation of the Assigned Patent Rights, and any document delivered to Purchaser by Seller in connection with the consummation of the transactions contemplated herein are only provided by Seller as a convenience (the "Deliverables"). NO INFORMATION CONTAINED IN THE DELIVERABLES WILL BROADEN ANY OF THE REPRESENTATIONS OR WARRANTIES IN SECTION 4.01 ABOVE. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4.01 ABOVE, SELLER MAKES NO REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED) REGARDING ANY OF THE ASSIGNED PATENT RIGHTS OR DELIVERABLES, AND EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER GIVES PURCHASER NO ASSURANCE, REPRESENTATION OR WARRANTY.

5.02 Limitation of Liability. EXCEPT IN THE EVENT OF A BREACH OF SELLER'S INTENTIONAL MISREPRESENTATION, THE SELLER'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO NOT EXCEED THE AMOUNT ACTUALLY RECEIVED BY SELLER FROM PURCHASER UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION ON POTENTIAL LIABILITY WAS AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

5.03 Limitation on Consequential Damages. EXCEPT IN THE EVENT OF SELLER'S INTENTIONAL MISREPRESENTATION, NEITHER PARTY WILL HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), REPRESENTATION, STRICT LIABILITY OR PRODUCT LIABILITY), FOR COVER OR FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL, MULTIPLIED,

PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES OR LOSS OF REVENUE, PROFIT, SAVINGS OR BUSINESS ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, EVEN IF A PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THESE EXCLUSIONS OF POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

ARTICLE VI. MISCELLANEOUS

6.01 Compliance with Laws. Notwithstanding anything contained in this Agreement to the contrary, the obligations of the Parties with respect to the transactions contemplated by this Agreement are subject to all applicable laws, regulations and orders of any government having jurisdiction over the Parties and this transaction.

6.02 Confidentiality of Terms. The Parties hereto will keep the terms of this Agreement and the identities of the Parties hereto and their Affiliates confidential and will not now or hereafter divulge any of this information to any third party except (a) with the prior written consent of the other party; (b) as otherwise may be required by law or legal process, including, without limitation, by a taxing or regulatory authority; (c) during the course of litigation, so long as the disclosure of such terms and conditions is restricted in the same manner as is the confidential information of other litigating parties; (d) in confidence to its legal counsel, accountants, banks, its current and prospective financing sources and their advisors and current and prospective investors of such party, its affiliates or related funds; (e) in order to perfect Purchaser's interest in the Assigned Patent Rights with any governmental patent office by recording any executed assignments delivered by Seller pursuant to this Agreement in any governmental patent office; or (f) information that is, before the date of such disclosure, rightfully publicly available, other than by a breach of this Agreement by the disclosing party; provided that, in (b) and (c) above, (i) to the extent permitted by law, the disclosing party will use all legitimate and legal means available to minimize the disclosure to third parties, including, without limitation, seeking a confidential treatment request or protective order whenever appropriate or available; and (ii) the disclosing party will provide the other party with at least ten (10) days' prior written notice of such disclosure. Without limiting the foregoing, Seller will cause its agents involved in this transaction to abide by the terms of this paragraph, including, without limitation, ensuring that such agents do not disclose or otherwise publicize the existence of this transaction or the terms of this Agreement with actual or potential clients in marketing materials, or industry conferences.

6.03 Governing Law; Venue; Jurisdiction. This Agreement and any action, suit, proceeding or claim arising under or relating to this Agreement will be governed, interpreted, construed, and enforced in all respects in accordance with the laws of the State of California and by any controlling federal law with respect to the subject matter, without reference to its choice of law principles to the contrary. No party will commence or prosecute any action, suit, proceeding or claim arising under or by reason of this Agreement other than in the state or federal courts located in California. Each Party irrevocably consents to the jurisdiction and venue of the courts identified in the preceding sentence in connection with any action, suit, proceeding, or claim arising under or by reason of this Agreement.

6.04 Notices. All notices under this Agreement shall be in writing and shall be effective upon receipt whether delivered by personal delivery or recognized overnight delivery service, facsimile, e-mail, or sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the respective Parties as follows:

If to Seller:

SilverPlus, Inc.
Attn: Jeffrey Hsieh
18 Technology Dr., Suite 143
Irvine, CA 92618
Email: jhsieh@martianwatches.com

With a Copy to:

Shulman Hodges & Bastian LLP
Attn: James C. Bastian, Jr.
100 Spectrum Center Drive, Suite 600
Irvine, CA 92618
Email: jbastian@shbllp.com

If to Purchaser:

WiSilica Inc.
Attn: Suresh Singamsetty
23282 Mill Creek Dr., Suite 340
Laguna Hills, CA 92653
Email: ssingamsetty@wisilica.com

6.05 Relationship of Parties. The Parties hereto are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the Parties. Neither party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party.

6.06 Severability. If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect, and the invalid provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the original objective of the Parties.

6.07 Waiver. Failure by either Party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the Parties.

6.08 Equitable Relief. Seller acknowledges and agrees that damages alone may be insufficient to compensate Purchaser for a breach by Seller of this Agreement and that irreparable harm may result from a breach of this Agreement. Purchaser shall have the right to seek an order for injunctive relief to prevent a breach or further breach, and the entering of an order for specific performance to compel performance of any obligations under this Agreement.

6.09 Entire Agreement. This Agreement and the schedules, exhibits, and documents referred to herein, constitute the entire understanding and agreement between the Parties concerning the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, terms, conditions and representations, written or oral, made by any of the Parties or their agents, concerning the matters covered by this Agreement.

6.10 Amendment. This Agreement may be amended and modified only by a written agreement signed by all of the Parties specifically acknowledging and approving of the modification.

6.11 Headings. The titles and headings of this Agreement are for convenience and identification only, and shall not be deemed to limit, amplify, or define the contents of the respective sections or paragraphs to which they pertain.

6.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed with electronic, facsimile, or e-mailed signatures. Such signatures shall be deemed valid for all purposes as if they were signed by hand.

6.13 Termination. In the event that the Closing does not occur by the Target Closing Date, then either Party may terminate this Agreement by written notice to the other Party. The termination rights set forth in this Section 6.13 shall be the exclusive remedy for either Party in the event that the Closing does not occur by the Target Closing Date. Neither Party shall be liable to the other Party in law or equity for such failure of the Closing to occur. Upon the termination of this Agreement pursuant to this Section 6.13, Purchaser will return the originals of all documents delivered to Purchaser under this Agreement to Seller.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have entered into this Agreement intending to be bound by the terms contained herein as of the Effective Date.

SELLER:

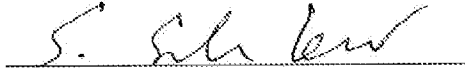
SILVERPLUS, INC.



By: Chih-Chang Hsieh
Its: CEO

PURCHASER:

WISILICA INC.



By: Suresh Singamsetty
Its: CEO

EXHIBIT A
LIST OF PATENTS

sub J 44

PATENTS PURCHASED BY WISILICA INC.

Invention Title	Application No.	Filing Date	Patent No.	Date Issued	Owner of Patent
Wearable communication device	13/964,932	August 12, 2013	9,729,687	August 8, 2017	SilverPlus, Inc.
Supporting virtually simultaneous operation of dual wireless protocols in a single device	14/559,302	December 3, 2014	9,635,495	April 25, 2017	SilverPlus, Inc.
Low power location-tracking device with combined short-range and wide-area wireless and location capabilities	13/200,687	September 28, 2011	8,937,554	January 20, 2015	SilverPlus, Inc.
Wireless system protocols for power-efficient implementation of star and mesh wireless networks with local and wide-area coverage	13/066,787	April 25, 2011	8,614,963	December 24, 2013	SilverPlus, Inc.
Audio output drivers for piezo speakers	13/134,648	June 13, 2011	8,594,346	November 26, 2013	SilverPlus, Inc.
Personal health management device	12/454,715	May 21, 2009	8,487,771	July 16, 2013	SilverPlus, Inc.

Handwritten signature and initials

EXHIBIT B
ASSIGNMENT OF PATENT RIGHTS

gk JCH

ASSIGNMENT OF PATENT RIGHTS

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SilverPlus, Inc., a California corporation, d.b.a. Martian Watches (the "Assignor") does hereby sell, assign, transfer, and convey unto WiSilica Inc., a California corporation (the "Assignee"), all of Assignor's right, title, and interest in and to the following items listed in this Section 1(a) through Section 1(d) below (collectively, the "Assigned Patent Rights"), and Assignee hereby accepts such sale, assignment, transfer, and conveyance of such Assigned Patent Rights from Assignor:

a) the patents listed in the table below (collectively, the "Patents");

Invention Title	Application No.	Filing Date	Patent No.	Date Issued	Owner of Patent
Wearable communication device	13/964,932	August 12, 2013	9,729,687	August 8, 2017	SilverPlus, Inc.
Supporting virtually simultaneous operation of dual wireless protocols in a single device	14/559,302	December 3, 2014	9,635,495	April 25, 2017	SilverPlus, Inc.
Low power location-tracking device with combined short-range and wide-area wireless and location capabilities	13/200,687	September 28, 2011	8,937,554	January 20, 2015	SilverPlus, Inc.
Wireless system protocols for power-efficient implementation of star and mesh wireless networks with local and wide-area coverage	13/066,787	April 25, 2011	8,614,963	December 24, 2013	SilverPlus, Inc.
Audio output drivers for piezo speakers	13/134,648	June 13, 2011	8,594,346	November 26, 2013	SilverPlus, Inc.
Personal health management device	12/454,715	May 21, 2009	8,487,771	July 16, 2013	SilverPlus, Inc.

b) any reissues, reexaminations, extensions, continuations, continuing prosecution application, requests for continuing examinations, divisions, and registrations of any of the Patents and any patents or patent applications which correspond to or claim priority to any of the foregoing, and all foreign counterparts of the foregoing;

c) worldwide rights including rights to apply in any or all countries of the world for future patents, certificates of invention, utility models, industrial design protections, design patent protections, or other future governmental grants or issuances of any type related to the Patents; and

d) causes of action and enforcement rights of any kind under, or on account of, any of the Patents and/or any of the items described in either of the foregoing categories (b) or (c), including, without

limitation, all causes of action, enforcement rights and all other rights to seek and obtain monetary damages and any other remedies of any kind for past, current, and future infringement.

2. Recordation. Assignor hereby authorizes the Commissioner of the United States Patents and Trademarks Office, the respective patent office, or other governmental agency in each jurisdiction other than the United States to record this Assignment, issue any and all future patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Assigned Patent Rights in the name of the Assignee, as the assignee to the entire interest therein. This Assignment will inure for the benefit of any permitted successors or assigns of Assignee.

3. Further Assurances. Assignor will, at the reasonable request of Assignee, take all reasonable steps necessary and proper, to confirm the assignment to Assignee of the Assigned Patent Rights pursuant to this Assignment, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining and perfecting the Assigned Patent Rights.

4. Miscellaneous.

a. Governing Law; Venue; Jurisdiction. This Assignment and any action, suit, proceeding or claim arising under or relating to this Assignment will be governed, interpreted, construed, and enforced in all respects in accordance with the laws of the State of California and by any controlling federal law with respect to the subject matter, without reference to its choice of law principles to the contrary. No party will commence or prosecute any action, suit, proceeding or claim arising under or by reason of this Assignment other than in the state or federal courts located in California. Each party irrevocably consents to the jurisdiction and venue of the courts identified in the preceding sentence in connection with any action, suit, proceeding, or claim arising under or by reason of this Assignment.

b. Amendment. This Assignment may be amended and modified only by a written agreement signed by all of the parties specifically acknowledging and approving of the modification.

c. Waiver. Failure by either party to enforce any term of this Assignment will not be deemed a waiver of future enforcement of that or any other term in this Assignment or any other agreement that may be in place between the parties.

d. Recordation Expenses. All costs and expenses associated with recording this Assignment shall be borne solely by Assignee.

e. Severability. If any provision of this Assignment is found to be invalid or unenforceable, then the remainder of this Assignment will have full force and effect, and the invalid provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the original objective of the parties.

f. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment may be executed with electronic, facsimile, or e-mailed signatures. Such signatures shall be deemed valid for all purposes as if they were signed by hand.

[Signature Page to Follow]

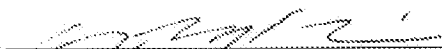
IN WITNESS WHEREOF, this Assignment of Patent Rights is executed on March 15, 2019.

ASSIGNOR:

ASSIGNEE:

SILVERPLUS, INC.

WISILICA INC.


By: Chih-Chang Hsieh
Its: CEO

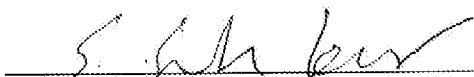

By: Suresh Singamsetty
Its: CEO

EXHIBIT C
EXISTING RIGHTS

None.