# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5475796

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT					
NATURE OF CONVEYANCE:	Corrective Assignment to correct the INCORRECT DOCUMENT ATTACHED previously recorded on Reel 047702 Frame 0815. Assignor(s) hereby confirms the INCORRECT DOCUMENT ATTACHED.					

# **CONVEYING PARTY DATA**

Name	Execution Date		
SAMSUNG ELECTRONICS CO., LTD.	11/19/2018		

# **RECEIVING PARTY DATA**

Name:	FIO SEMICONDUCTOR TECHNOLOGIES, LLC
Street Address:	1717 MCKINNEY AVENUE, SUITE 1050
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75202

## **PROPERTY NUMBERS Total: 16**

Property Type	Number
Patent Number:	7224624
Patent Number:	7286411
Patent Number:	7315480
Patent Number:	7342827
Patent Number:	7348267
Patent Number:	7626230
Patent Number:	7825461
Patent Number:	8012829
Patent Number:	8097531
Patent Number:	8116111
Patent Number:	8404578
Patent Number:	8110834
Patent Number:	9111799
Patent Number:	9019739
Patent Number:	9224429
Patent Number:	9318216

# **CORRESPONDENCE DATA**

Fax Number:

**PATENT** 

REEL: 048917 FRAME: 0927 505428996

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 9722029906

Email: czalstein@marconi.com
Correspondent Name: CHERIE ZALSTEIN

Address Line 1: 1717 MCKINNEY AVENUE

Address Line 2: SUITE 1050

Address Line 4: DALLAS, TEXAS 75202

ATTORNEY DOCKET NUMBER:	FUSION - SAMSUNG TO FIO
NAME OF SUBMITTER:	CHERIE ELAINE ZALSTEIN
SIGNATURE:	/Cherie Elaine Zalstein/
DATE SIGNED:	04/16/2019

#### **Total Attachments: 7**

source=EPAS - Cover Letter - Samsung to FIO Semiconductor - 20181207#page1.tif source=EPAS - Cover Letter - Samsung to FIO Semiconductor - 20181207#page2.tif

source=PAA - Samsung to FIO Semiconductor#page1.tif source=PAA - Samsung to FIO Semiconductor#page2.tif source=PAA - Samsung to FIO Semiconductor#page3.tif source=PAA - Samsung to FIO Semiconductor#page4.tif source=PAA - Samsung to FIO Semiconductor#page5.tif

PATENT REEL: 048917 FRAME: 0928

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5271487

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date		
SAMSUNG ELECTRONICS CO., LTD.	11/15/2018		

# **RECEIVING PARTY DATA**

Name:	FIO SEMICONDUCTOR TECHNOLOGIES, LLC
Street Address:	1717 MCKINNEY AVENUE
Internal Address:	SUITE 1050
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75202

## **PROPERTY NUMBERS Total: 16**

Property Type	Number
Application Number:	11327321
Application Number:	12437209
Application Number:	13349181
Application Number:	12726014
Application Number:	14152440
Application Number:	14635588
Application Number:	13109230
Application Number:	12651727
Application Number:	11133214
Application Number:	11167984
Application Number:	11444353
Application Number:	11657650
Application Number:	11798947
Application Number:	12923497
Application Number:	11341341
Application Number:	13798419

## **CORRESPONDENCE DATA**

**Fax Number:** (972)202-5013

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

PATENT

505224718 REEL: 048902 FRAME: 0929

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 9722029906

Email: tmugabe@marconigroup.com
Correspondent Name: TARA WILSON-MUGABE
Address Line 1: 7160 DALLAS PKWY.
Address Line 4: PLANO, TEXAS 75024

ATTORNEY DOCKET NUMBER:	FUSION-IO SAMSUNG
NAME OF SUBMITTER:	TARA WILSON-MUGABE
SIGNATURE:	/Tara Wilson-Mugabe/
DATE SIGNED:	12/07/2018

#### **Total Attachments: 5**

source=Samsung FusionIO PAA - Short Form - 11-15-2018-#page1.tif source=Samsung FusionIO PAA - Short Form - 11-15-2018-#page2.tif source=Samsung FusionIO PAA - Short Form - 11-15-2018-#page3.tif source=Samsung FusionIO PAA - Short Form - 11-15-2018-#page4.tif source=Samsung FusionIO PAA - Short Form - 11-15-2018-#page5.tif

PATENT REEL: 04**8902** FRAME: 0**93**0

#### PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Agreement") is made between Samsung Electronics Co., Ltd., a South Korean corporation having a place of business at 129 Samsung-ro (Maetan-dong), Yeongtong-gu, Suwon-si, Gyeonggi-do, 443-742, Republic of Korea ("Assignor") and FIO Semiconductor Technologies, LLC, a Delaware limited liability company having a place of business at 1717 McKinney Ave., Suite 1050, Dallas, TX 75202 ("FIO"). FIO may be referred to herein as "Assignee". "Party" shall refer to Assignor or Assignee, and "Parties" shall refer to Assignor and Assignee, collectively.

#### RECITALS

WHEREAS, concurrently with the execution of this Agreement, Assignor and FIO are entering into a Patent License Agreement (the "Patent License Agreement") pursuant to which Assignee is granting a license and release under certain patents to Assignor; and

WHEREAS, relating to the Patent License Agreement and as an inducement for FIO to enter into the Patent License Agreement, Assignor has agreed to transfer its entire right, title and interest in and to the Assigned Patents (as defined below) to Assignee.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

#### 1. Definitions

- 1.1 "Assigned Patents" means the Patents listed in Schedule 1 attached hereto.
- "Control" of an entity (including, without limitation, with correlative meaning, "Controls," "Controlled by," or "under common Control with") means possession, direct or indirect, of: (a) the power to direct or cause direction of the management or policies of such person, business, or business unit (whether through ownership of securities or other interests); or (b) fifty (50%) percent or more of the voting securities (whether directly or pursuant to any option, warrant, or other similar arrangement) or the power to elect fifty (50%) percent or more of such other person, business, or business unit's board of directors or other managing authority, or other comparable equity.
- 1.3 "Effective Date" means the date when this Agreement has been executed by both of the Parties.
- 1.4 "Encumbrances" means, with respect to the Assigned Patents, any commitments, licenses or other rights relating to patents, whether express, implied or otherwise, that are made, entered into or granted by, or that arise from any actions taken by Samsung, any current or former affiliate of Samsung, or any third party, on or before the Effective Date, to the extent that such commitments, licenses, or other rights transfer along with the Assigned Patents by contract or operation of law.

1

PATENT SEL: 048917 FRAME: 0931

- 1.5 "Patent" means any patent, patent application, or provisional patent application (in any jurisdiction throughout the world).
- 2, Assignments. Assignor hereby transfers, assigns and conveys to Assignee Assignor's entire right, title, and interest in and to all of the Assigned Patents, in each case subject to all existing Encumbrances. Pursuant to the foregoing assignment, each of the Assigned Patents will hereafter be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. The foregoing assignment includes, without limitation, the rights of Assignor, if any, to (a) register or apply in all countries and regions for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for the Assigned Patents; (b) prosecute, maintain and defend the Assigned Patents before any public or private agency, office or registrar including by filing reissues, reexaminations, divisions, continuations, continuations-in-part, substitutes, extensions and all other applications and post issue proceedings included in the Assigned Patents; (c) claim priority based on the filing dates of any of the Assigned Patents under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, and all other treaties of like purposes; and (d) sue and recover damages or other compensation for past, present or future infringements thereof, the right to sue and obtain equitable relief, including injunctive relief, in respect of such infringements, and the right to fully and entirely stand in the place of Assignor in all matters related to the Assigned Patents.
- 3. <u>Authorization</u>. Assignor also hereby expressly authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office and the respective patent office or governmental agency in each and every jurisdiction worldwide ("Applicable IP Office") to: (a) issue any and all patents or certificates of invention or equivalent which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the Assignor's interest therein; and (b) record Assignee as the assignee of the Assigned Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Agreement.
- 4. <u>Further Assurances</u>. Each Party hereby agrees to execute and deliver to the other Party all necessary documents and take all necessary actions reasonable requested by such Party from time to time to confirm or effect the assignments set forth in this Agreement, or otherwise to carry out the purposes of this Agreement. No later than thirty (30) days following the Effective Date, Assignor shall deliver to Assignee a short-form patent assignment agreement substantially in the form of Exhibit A (the "Short-Form Assignment Agreement"). Furthermore, Assignor hereby agrees and authorizes Assignee to register, on Assignee's own and at its own expense, the assignment of the Assigned Patents in the Applicable IP Office as the relevant law requires. If there is any conflict between the provisions of the Short-Form Assignment Agreement and the provisions of this Agreement, this Agreement will control.
- 5. <u>Governing Law.</u> This Agreement shall be governed by the laws of New York without giving effect to principles of conflicts of laws.

2

PATENT (5 REEL: 048917 FRAME: 0932 6. General Provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement. This Agreement may not by supplemented, altered, or modified in any manner except by a writing signed by all Parties hereto. The failure of any Party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions.

[SIGNATURES ON NEXT PAGE]

١		•	c	r	۳.	٠,	^	'n	г	70	п	_	Ŧ	1	٦	'n	V	
	г		х		Г	. 1			ι	)	1		ı	l	J	и	V	

# CONFIDENTIAL

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date indicated below.

ASSIGNOR: Samsung Electronics Co., Ltd.

Date: November 19, 2018

[Signature]

(00) Stole

[Printed Name]

ASSIGNEE: FIO Semiconductor Technologies, LLC

(Signature)

Date: November 16, 2018

ames W. Ribman

Title: President

[Printed Name]

**PATENT** REEL: 048917 FRAME: 0934

# Schedule 1

# **Assigned Patents**

US7,224,624 US7,286,411	JP4948795 JP5196340
US7,315,480 US7,342,827 US7,348,267	JP6351980
US8,012,829 US8,097,531 US8,116,111 US8,110,834	CN ZL200510092346.X CN ZL200610108021.0 CN ZL200610008628.1 CN ZL201410012777.X
US9,111,799 US9,224,429 US9,318,216 US7,626,230 US7,825,461	DE102006008872
US9,019,739	TWI341594 TWI618066

KR0597788

KR0645046

KR0648288

KR0704033

KR0655289

KR0729364

KR1595790

KR1463580

KR1524823

KR1660483

KR20130003277

KR20130018804

2