# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5502145

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
STREAMMOSAIC, INC.	04/25/2019

### **RECEIVING PARTY DATA**

Name:	PDF SOLUTIONS, INC.
Street Address:	2858 DE LA CRUZ BLVD.
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95050

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16365538

#### **CORRESPONDENCE DATA**

#### Fax Number:

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:** 4124521852

**Email:** garrod.david@gmail.com

Correspondent Name: DAVID GARROD, PH.D., ESQ.

Address Line 1: 711 IVY STREET

Address Line 4: PITTSBURGH, PENNSYLVANIA 15232

NAME OF SUBMITTER: DAVID GARROD, PH.D., ESQ.	
SIGNATURE:	/david garrod/
DATE SIGNED:	05/01/2019

## **Total Attachments: 7**

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PATENT 505455343 REEL: 049050 FRAME: 0934

### PATENT ASSIGNMENT

This Patent Assignment Agreement (the "Agreement") is made and entered into effective as of 29 April, 2019, (the "Effective Date") by and between StreamMosaic, Inc., a Delaware corporation (the "Assigner") and PDF Solutions, Inc., a Delaware corporation (the "Assignee"), (the Assigner and the Assignee are collectively referred to as the "Parties" and individually referred to as a "Party"). Capitalized terms used in this Agreement but not otherwise defined herein have the meanings ascribed thereto in the Purchase Agreement (as defined herein).

WHEREAS, the Parties and certain of the Assignor's stockholders have entered into that certain Asset Purchase Agreement dated as of <u>24</u> April, 2019, (the "<u>Purchase Agreement</u>"), pursuant to which the Assignor has agreed to acquire the Purchased Assets, including, without limitation, certain patents and patent rights, as further described herein (the "<u>Purchased Patents</u>"); and

WHEREAS, pursuant to the Purchase Agreement, the Assignor agreed to sell, transfer and assign the Purchased Patents to the Assignce. The Parties are entering into this Agreement to further evidence the transfer and assignment of all rights, title to and interest in the Purchased Patents from the Assignor to the Assignee.

- 1. In consideration of the foregoing and the mutual provisions set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby assigns and transfers to the Assignee all of the Assignor's rights, title to and interest in the following Purchased Patents:
- (a) the patents and patent applications specifically listed in <u>Schedule A</u> to this Agreement (collectively, the "<u>Assigned Patents</u>");
- (b) the inventions disclosed in and other subject matter covered by the Assigned Patents, together with the right to file applications and obtain patents for said inventions and subject matter in the Assignee's own name throughout the world; and
  - (c) the following properties and rights with respect to the Assigned Patents:
- (i) any patents in the United States and anywhere else in the world that may be granted on any patent application listed in <u>Schedule A</u> and any patent applications that may be filed, and any patent that may be granted on any such patent application, with respect to the Assigned Patents or the inventions disclosed therein or subject matter covered thereby (together with the Assigned Patents, the "Assigned Patent Rights");
- (ii) all divisions, renewals, reissues, continuations, extensions, substitutions and continuations-in-part of the Assigned Patent Rights and any national and international counterparts thereof;
  - (iii) any right of priority related to any of the Assigned Patent Rights;
- (iv) the right to sue and recover damages and payments for past, present, and future infringements of any of the Assigned Patent Rights; and
- (v) all rights under the International Convention for the Protection of Industrial Property which relate in any way to the Assigned Patents.

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- 2. The Assignor agrees to do the following, when requested by the Assignee, and without further consideration, in order to carry out the intent of this Agreement: (a) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to the Assignee the title and interest herein conveyed; and (b) generally do all lawful acts that the Assignee shall consider desirable for securing, maintaining, and enforcing worldwide protection relating to the Assigned Patent Rights and for vesting in the Assignee the title and interest herein conveyed.
- 3. The Assignor hereby requests that (i) any applicable governmental entity or registrar (including any applicable foreign or international office or registrar), record the Assignee as the assignee and legal owner of the Assigned Patent Rights; and (ii) the Commissioner of Patents issue to the Assignee any and all letters patent of the United States arising from such Assigned Patent Rights for the use and behalf of the Assignee, its successors, legal representatives, and assigns.
- 4. The Assignor grants the Assignee the power to insert on this Agreement any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or other authority for recordation of this document.
- 5. Each Party hereby represents to the other Party that its signatory to this Agreement has the authorization and authority to execute, deliver and bind such Party to this Agreement.
- 6. Each Party hereto agrees to cooperate fully with the other Party and to execute such further instruments, documents and agreements, and to give such further written assurances, as may be reasonably requested by any other Party to evidence and reflect better and to carry into effect the intents and purposes of this Agreement.
- 7. The transactions contemplated hereby will not constitute an assignment of any claim, contract, permit, franchise or license if the attempted assignment thereof, without the consent of the other Party hereto, would constitute a breach of such claim, contract, permit, franchise or license or in any way adversely affect the rights of the Assignor thereunder. If such consent is not obtained, or if any attempted assignment thereof would be ineffective or would adversely affect the rights of the Assignor thereunder so that the Assignee would not in fact receive all such rights, then the Assignee may act as the attorney-in-fact of the Assignor in order to obtain for the Assignee the benefits thereunder.
- 8. Nothing in this instrument, express or implied, is intended or will be construed to confer upon, or give to, any person other than the Assignee and its successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants or conditions hereof, and all of the terms, covenants and conditions, promises and agreements contained in this instrument will be for the sole and exclusive benefit of the Assignee and its successors and assigns.
- 9. This Agreement (a) is irrevocable and effective upon the Assignee's signature to and delivery of a manually signed copy of this Agreement or facsimile or email transmission of the signature to this Agreement in connection with the Closing, if and only if the Closing is completed; (b) is executed by, and will be binding upon, the respective Parties hereto and their successors and assigns, for the uses and purposes set forth above; and (c) may be signed in counterparts as provided in Section 10.14 of the Purchase Agreement.
- 10. The Parties may waive a provision of this Agreement only by a writing signed by the Party intended to be bound by the waiver. A Party is not prevented from enforcing any right, remedy or condition in the Party's favor because of any failure or delay in exercising any right or remedy or in requiring satisfaction of any condition, except to the extent that the Party specifically waives the same in writing. A written waiver given for one matter or occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver for any other matter or occasion. Any enumeration of a Party's rights and remedies in this Agreement is not intended to be

exclusive, and a Party's rights and remedies are intended to be cumulative to the extent permitted by law and include any rights and remedies authorized in law or in equity.

- 11. The Parties may amend or modify this Agreement only by a written agreement signed by the Parties to be bound by the amendment and that identifies itself as an amendment to this Agreement.
- 12. This Agreement is an instrument of transfer contemplated by, and executed pursuant to, the Purchase Agreement. Nothing in this Agreement will be construed to supersede, amend or modify any provision of the Purchase Agreement or any rights or obligations under the Purchase Agreement and each of the Parties further agrees that neither the representations and warranties of the Parties under the Purchase Agreement nor the rights and remedies of the Parties under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement will govern.
- 13. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.
- 14. This Agreement will be governed by, and construed in accordance with, the laws of the State of California (without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Patent Assignment Agreement as of the Effective Date.

My Au
Name: JEFFREY OAVID
Title: CEO PRESIDENT
PDF SOLUTIONS, INC.
By:
Name:
Title:

PATENT Notey Park REEL: 049050 FRAME: 0938

IN WITNESS WHEREOF, the undersigned have executed and delivered this Patent Assignment Agreement as of the Effective Date.

STREAMMOSAIC, INC.

PDF SOLUTIONS, INC.

Name: CHRISTINE RUSIELL
Title: CFO

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.				
State of California  County of Sanda Clara  On April 25 2019 before me, Zote  Dersonally appeared Terrory	Here Insert Name and Title of the Officer			
subscribed to the within instrument and acknow	Name(s) of Signer(s)  ry evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same ir his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.			
ERNESTO REYES COMM # 2149326 OF STATE CHARGES WE SHARE SHARE TO 3839 T	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.  Signature  Signature of Notary Public			
Place Notary Seal Above				
Though this section is optional, completing thi	PTIONAL is information can deter alteration of the document or is form to an unintended document.			
Description of Attached Document Title or Type of Document: <u>プロチャル クリンク</u> Number of Pages: <u></u> Signer(s) Other Th	Named Above:			
Capacity(les) Claimed by Signer(s) Signer's Name:	Signer's Name:			
Corporate Officer — Title(s):      Partner — □ Limited □ General      Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Other: □ Signer Is Representing: □ Trustee □ Guardian or Conservator	□ Corporate Officer — Title(s):     □ Partner — □ Limited □ General     □ Individual □ Attorney in Fact     □ Trustee □ Guardian or Conservator     □ Other:			
	Signer Is Representing:			

# Schedule A

# Assigned Patents

Туре	Title	Application/Publication Number	Date
China	Improved Process Control Techniques for Semiconductor Manufacturing Processes	.201580067927X	
Japan	Process Control Techniques for Semiconductor Manufacturing Processes	2017-545882	
Korea	Process Control Techniques for Semiconductor Manufacturing Processes	10-2017-7016538	
US Full Application	Generating Robust Machine Learning Predictions for Semiconductor Manufacturing Processes	Application #16006614	6/12/2018
US Full Application	SEMICONDUCTOR YIELD PREDICTION	Application # 16112278	8/20/2018
US Full Application	Failure Detection and Classification Using Sensor Data and/or Measurement Data	Application # 16297403	3/8/2019
US Full Application	Selective Inclusion/Exclusion of Semiconductor Chips in Accelerated Failure Tests	Application # 16365538	3/26/2019
US Full Application (CIP)	Process Control Techniques for Semiconductor Manufacturing Processes	Publication # US 2017/0109646 A1 Application # 15394540	#########
PCT Application (filed on US national level)	Process Control Techniques for Semiconductor Manufacturing Processes	PCT # PCT/US15/62693 Application # 15604240	4#########
US Provisional	Method for mapping spectral measurements to film thickness in semiconductor processing	Not publicly viewable	6/23/2018
US Provisional	A stagewise model architecture for explainable identification of defective chips	Not publicly viewable	7/13/2018
US Provisional	Die and Wafer Level Yield Prediction	Not publicly viewable	1/11/2019

PATENT REEL: 049050 FRAME: 0941

**RECORDED: 05/01/2019**