

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5745407

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CHARLES YANG	09/01/2009
RECEIVING PARTY DATA	
Name:	MCUBE, INC.
Street Address:	2570 NORTH FIRST STREET
Internal Address:	SUITE 300
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95131
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13410273
CORRESPONDENCE DATA	
Fax Number:	(425)348-3299
<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:	425-348-3500
Email:	docketing@ampacc.com
Correspondent Name:	AMPACC LAW GROUP, PLLC
Address Line 1:	6100 219TH ST. SW
Address Line 2:	SUITE 580
Address Line 4:	MOUNTLAKE TERRACE, WASHINGTON 98043
NAME OF SUBMITTER:	KYLE G. ROUTEN
SIGNATURE:	/Kyle G. Routen/
DATE SIGNED:	09/30/2019
Total Attachments: 6	
source=Assignment of Technology Agreement - Charles Yang#page1.tif	
source=Assignment of Technology Agreement - Charles Yang#page2.tif	
source=Assignment of Technology Agreement - Charles Yang#page3.tif	
source=Assignment of Technology Agreement - Charles Yang#page4.tif	
source=Assignment of Technology Agreement - Charles Yang#page5.tif	

ASSIGNMENT OF TECHNOLOGY AGREEMENT

This Assignment of Technology Agreement (this “*Agreement*”) is made and entered into effective as of September 1, 2009 by and between Mcube, Inc., a Delaware corporation (the “*Company*”), and Charles Yang (the “*Assignor*”).

A. Assignor is an author or inventor and owner of the Assigned Assets (as defined below), and Assignor desires to assign and transfer to the Company all of Assignor’s right, title and interest in and to the Assigned Assets in exchange for the Company’s issuance to Assignor of 1,866,667 shares of the Company’s Common Stock (the “*Shares*”).

B. The parties are entering into this Agreement pursuant to that certain Founder’s Restricted Stock Purchase Agreement by and between the Company and Assignor dated of even date herewith (the “*Stock Purchase Agreement*”).

NOW THEREFORE, the parties hereby agree as follows:

1. **Certain Definitions.** As used herein, the following terms will have the meanings set forth below:

1.1 **Assigned Intellectual Property Rights.** The term “*Assigned Intellectual Property Rights*” means, collectively, (i) all worldwide patents and patent applications owned by Assignor on the Effective Date, including but not limited to the patents and patent applications listed on Exhibit A hereto (the “*Assigned Patents*”), and (ii) any and all other patent rights, copyrights, copyright registrations, moral rights, trade names, trademarks, service marks, domain names and registrations and/or applications for all of the foregoing, trade secrets, know-how, mask work rights, rights in trade dress and packaging, goodwill and/or other intellectual property rights or proprietary rights owned by Assignor on the Effective Date, whether arising under the laws of the United States of America or the laws of any other state, country or jurisdiction, that relate in any way to the Assigned Patents or to the contemplated business activities of the Company.

1.2 **Embodiment.** The term “*Embodiment*” means all documentation, drafts, papers, designs, schematics, diagrams, models, prototypes, source and object code (in any form or format and for all hardware platforms), computer-stored data, diskettes, manuscripts and other items describing or incorporating all or any part of any Assigned Intellectual Property Rights or any information related thereto or in which all of any part of any Assigned Intellectual Property Right or such information is set forth, embodied, recorded or stored.

1.3 **Assigned Assets.** The term “*Assigned Assets*” means all Assigned Intellectual Property Rights and all Embodiments, collectively.

2. **Assignment.** In consideration of the issuance by the Company to Assignor of the Shares, receipt of which is hereby acknowledged, Assignor hereby forever sells, assigns, transfers, releases and conveys to the Company, and its successors and assigns, Assignor’s entire right, title

and interest in and to each and all of the Assigned Assets, including but not limited to all patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights and moral rights, along with any registrations of or applications to register any such rights. Assignor agrees to deliver all Embodiments of all Assigned Assets to the Company at a location designated by the Company no later than the date of this Agreement.

3. Assignor Representations and Warranties. Assignor represents and warrants to the Company that Assignor is the sole owner, inventor and/or author of, and that Assignor owns, and can grant exclusive right, title and interest in and to, each of the Assigned Assets and that none of the Assigned Assets are subject to any dispute, claim, prior license or other agreement, assignment, lien or rights of any third party, or any other rights that might interfere with the Company's use, or exercise of ownership of, any Assigned Asset, except that, on even date herewith, Assignor is granting to Taiwan Semiconductor Manufacturing Company Limited a non-exclusive license under certain of the Assigned Assets. Assignor further represents and warrants to the Company that the Assigned Assets are free of any claim of any prior employer or third party client of Assignor or any school, university or other institution Assignor attended, and that Assignor is not aware of any claim by any third party to any rights of any kind in or to any of the Assigned Asset. Assignor agrees to immediately notify the Company upon becoming aware of any such claims.

4. Further Assurances. The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement. Assignor further agrees, promptly upon request of the Company, or any of its successors or assigns, to execute and deliver, without further compensation of any kind, any power of attorney, assignment, application for any Assigned Intellectual Property Right or other intellectual property right protection, or any other papers which may be necessary or desirable to fully secure to the Company, its successors and assigns, all right, title and interest in and to each of the Assigned Assets, and to cooperate and assist in the prosecution of any opposition proceedings involving said rights and any adjudication of the same. Further, Assignor agrees never to assert any claims, rights or moral rights in or to any of the Assigned Assets.

5. General Provisions.

5.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to that body of laws pertaining to conflict of laws.

5.2 Successors and Assigns; Assignment. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company. An assignment by operation of law includes, without limitation, (a) a merger, reorganization, consolidation or other transaction in which the shareholders of such party before such merger, reorganization, consolidation or other transaction

own less than fifty percent (50%) of the outstanding voting equity securities of the surviving corporation, (b) a sale or other transfer of all or substantially all of the assets of such party, or (c) a transfer of more than fifty percent (50%) of the outstanding voting equity securities of such party in one transaction or a series of related transactions.

5.3 Notices. Any and all notices required or permitted to be given to a party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed to provide such party sufficient notice under this Agreement on the earliest of the following: (a) at the time of personal delivery, if delivery is in person; (b) one (1) day after deposit with an express overnight courier for United States deliveries, or two (2) days after such deposit for deliveries outside of the United States, with proof of delivery from the courier requested; or (d) three (3) days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries. All notices for delivery outside the United States will be sent by express courier. All notices not delivered personally will be sent with postage and/or other charges prepaid and properly addressed to the party to be notified at the address set forth below the signature lines of this Agreement, or at such other address as such other party may designate by one of the indicated means of notice herein to the other parties hereto.

5.4 Titles and Headings. The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. Unless otherwise specifically stated, all references herein to “sections” and “exhibits” will mean “sections” and “exhibits” to this Agreement.

5.5 Severability. If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement. Notwithstanding the forgoing, if the value of this Agreement based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

5.6 Amendment and Waivers. This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this Section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

5.7 Entire Agreement. This Agreement and the documents referred to herein, including but not limited to the Stock Purchase Agreement, constitute the entire agreement and

understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

5.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

5.9 Facsimile Signatures. This Agreement may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Technology Agreement effective as of the date and year first above written.

“COMPANY”

MCUBE, INC.

By: CHARLES YANG

Name and Title: Charles Yang, CEO

Address: c/o 2750 Sand Hill Road, Menlo Park,
CA 94025

“ASSIGNOR”

Charles Yang

By: 

Address: c/o 2750 Sand Hill Road, Menlo
Park, CA 94025

EXHIBIT A

Description of Certain Intellectual Property Rights

The Assigned Assets include the following patents and patent applications:

Title	Provisional		Utility	
	App. No.	Filing Date	App. No.	Filing Date
METHOD AND STRUCTURE FOR KINETIC ENERGY BASED GENERATOR FOR PORTABLE ELECTRONIC DEVICES	60/732349	31-Oct-06	11/555101	31-Oct-06
Method and Structure for Integrated Solar Cell LCD Panel	60/732388	31-Oct-06	11/554496	30-Oct-06
Method and Structure for Integrated High Density Memory Device	60/732448	31-Oct-05	11/554503	30-Oct-06
Method and Structure for Integrated Energy Storage Device	60/732449	31-Oct-05	11/554515	30-Oct-06
Method and Structure of Multi-Surface Transistor Device	60/713278	31-Aug-05	11/469329	31-Aug-06
Monolithically Integrated IC-MEMS Oscillator Using IC Foundry Compatible Processes	Unk.	Unk.	Unk.	Unk.
Method and Structure of Monolithically Integrated Pressure Sensor Using IC Foundry-Compatible Processes	61/079112	8-Jul-08	Unk.	Unk.
Method and Structure of Monolithically Integrated EDS Suppression Device	61/084226	28-Jul-08	Unk.	Unk.
Method and Structure of Micromachined Silicon Nanopillar for High Efficiency Battery Applications	61/079117	8-Jul-08	Unk.	Unk.
Method and Structure of Monolithically Integrated Infrared Sensing Device	61/084223	28-Jul-08	Unk.	Unk.
Method and Structure of Monolithically Integrated Microneedle Biochip	61/079110	8-Jul-08	Unk.	Unk.
Method and Structure of Wafer Level Encapsulation of Integrated Circuits with Cavity	61/079115	8-Jul-08	Unk.	Unk.
Method and Structure of Three Dimensional CMOS Transistors with Hybrid Crystal Orientations	61/079116	8-Jul-08	Unk.	Unk.

EXHIBIT A

**Description of
Certain Intellectual Property Rights**

The Assigned Assets include the following patents and patent applications:

Title	Provisional		Utility	
	App. No.	Filing Date	App. No.	Filing Date
Method and Structure of Monolithically Integrated Inertial Sensor Using IC Foundry-Compatible Processes	61/075726	25-Jun-08	12/490067	23-Jun-09
Method and Structure of Monolithically Integrated Micromachined Microphone using IC Foundry-Compatible Processes	61/075729	25-Jun-08	12/490292	23-Jun-09
Method and Apparatus for Patterning Micro and Nano Structures using a Mask-less Process	60/735633	9-Nov-05	11/558441	9-Nov-06
Method and Structure for an Out-of-Plane Compliant Micro Actuator	60/732010	31-Oct-05	11/555063	31-Oct-06