

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5755649

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
BROADCOM INTERNATIONAL LIMITED		10/09/2013
RECEIVING PARTY DATA		
Name:	BROADCOM CORPORATION	
Street Address:	5300 CALIFORNIA AVE.	
City:	IRVINE	
State/Country:	CALIFORNIA	
Postal Code:	92617	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	15436325	
CORRESPONDENCE DATA		
Fax Number:	(617)342-4001	
<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:	6173424000	
Email:	jadavis@foley.com, ipdocketing@foley.com	
Correspondent Name:	DANIEL ROSE	
Address Line 1:	FOLEY & LARDNER LLP	
Address Line 2:	111 HUNTINGTON AVENUE, SUITE 2500	
Address Line 4:	BOSTON, MASSACHUSETTS 02199	
ATTORNEY DOCKET NUMBER:	106861-1269	
NAME OF SUBMITTER:	JENNIFER A. DAVIS	
SIGNATURE:	/Jennifer A. Davis/	
DATE SIGNED:	10/04/2019	
Total Attachments: 9		
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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

(BROADCOM INTERNATIONAL LIMITED/BROADCOM CORPORATION)

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT ("Agreement") is made and entered into effective as of October 01, 2013 ("Effective Date"), by and between:

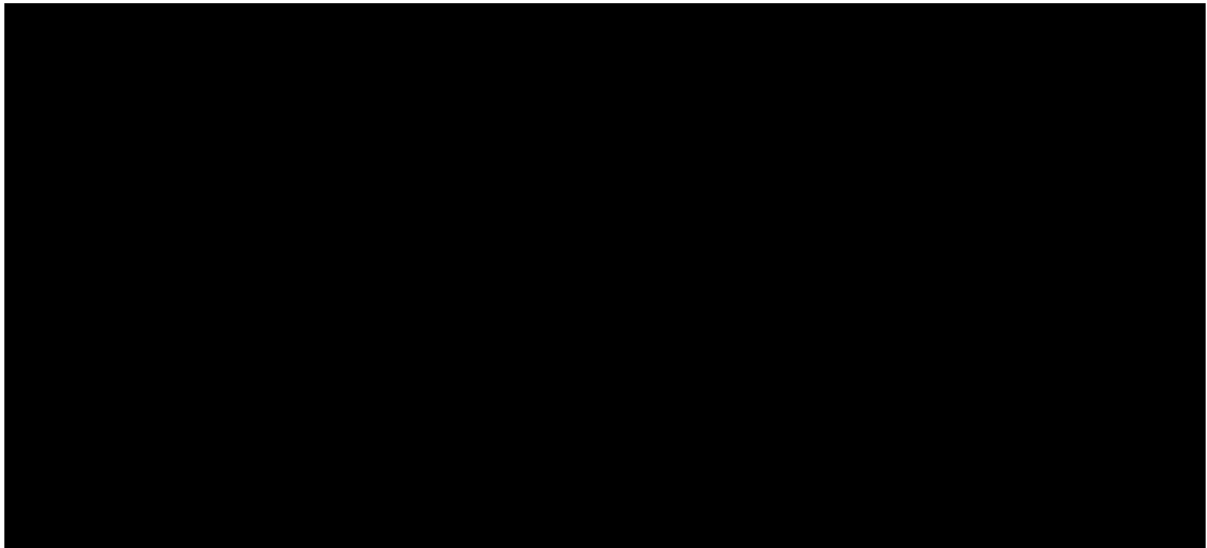
Broadcom International Limited, a company organized and existing under the laws of the Cayman Islands ("BIL"),

and

Broadcom Corporation, a company organized and existing under the laws of the State of California ("Broadcom").

(BIL and Broadcom are collectively referred to as the "Parties" and individually referred to as a "Party").

RECITALS



- E. WHEREAS, the Parties have determined that it is in their respective best interests for BIL to sell, transfer, convey, and assign to Broadcom all right, title, and interest in and to the IP, effective as of the Effective Date, subject to BIL retaining the exclusive and perpetual rights set forth below to exploit the IP in BIL's Territory (as defined herein);
- F. WHEREAS, BIL desires to sell, transfer, convey, and assign to Broadcom, and Broadcom desires to purchase, acquire, and accept from BIL, all right, title, and interest in and to the IP, effective as of the Effective Date, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1 - Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below:

1.1 "Affiliate" of a Party shall mean and include any entity or association controlled by, controlling or under common control with such Party. For purposes of this definition, the term "control" shall mean the ownership of more than fifty percent (50%) of the voting shares in any entity or association.

1.2 "IP" shall mean and refer to Intellectual Property and Intellectual Property Rights, acquired pursuant to the Purchase Agreement, including at least those patents, patent applications and invention disclosures listed in **Attachment A** hereto.

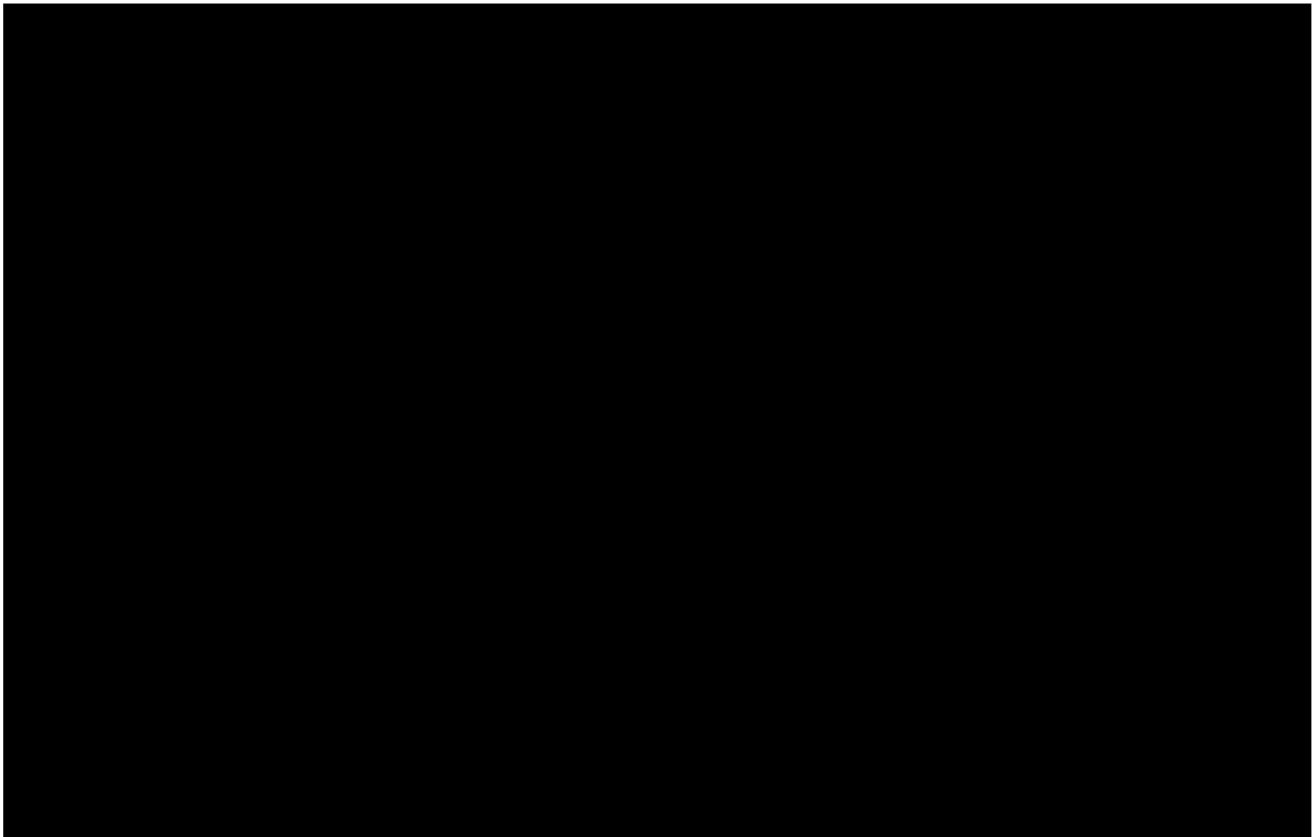
1.3 "Intellectual Property" shall mean and refer to any or all of the following (i) works of authorship including computer programs, source code, and executable code, whether embodied in Software or otherwise, architecture, documentation, designs, files, records, and data, (ii) inventions (whether or not patentable), discoveries, improvements, and Technology, (iii) proprietary and confidential information, Trade Secrets and know how, (iv) databases, data compilations and collections and technical data, (v) logos, trade names, trade dress, trademarks and service marks, (vi) domain names, web addresses and sites, (vii) tools, methods and processes, (viii) devices, prototypes, schematics, breadboards, netlists, test methodologies, verilog files, emulation and simulation reports, test vectors and hardware development tools and (ix) any and all instantiations of the foregoing in any form and embodied in any media.

1.4 "Intellectual Property Rights" shall mean and refer to worldwide common law and statutory rights associated with (i) Patents, (ii) copyrights, copyright registrations and copyright applications and "moral" rights, (iii) mask works and mask sets, and all applications and registrations of any of the foregoing, (iv) confidential and proprietary information, trade and industrial secrets and nonpublic discoveries, concepts, ideas, research and development, technology, know-how, formulae, inventions, compositions, processes, techniques, technical data and information, procedures, semiconductor device structures (including gate structures, transistor structures, memory cells or circuitry, vias and interconnects, isolation structures and protection devices), circuit block libraries, designs (including circuit designs and layouts), drawings, specifications, databases and other information, including customer lists, supplier lists, pricing and cost information, and business and marketing plans and proposals ("Trade Secrets"), (v) other proprietary rights relating to intangible intellectual property, (vi) trademarks, trade names and service marks, (vii) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) and (viii) analogous rights to those set forth above, including the right to enforce and recover remedies for any of the foregoing.

1.5 "Patents" shall mean and refer to (i) all classes or types of patents, including utility patents, utility models, design patents, invention certificates, continuations, divisionals, continuations-in-part, foreign counterparts, reexaminations, reissues, substitutes, extensions and renewals, in all countries of the world; and (ii) all applications, and rights to inventions for which applications may be filed, for these classes or types of patents in all countries of the world.

1.6 "Software" shall mean and refer to computer software, firmware, programs and databases in any form, including Source Code, executable code, tools, developers kits, utilities, graphical user interfaces, menus, images, icons, and forms, and all versions, updates, corrections, enhancements and modifications thereof, and all related documentation, developer notes, comments and annotations related thereto.

1.7 “Source Code” shall mean and refer to human readable software and firmware, in the preferred form for making modifications to such software and RTL source code.



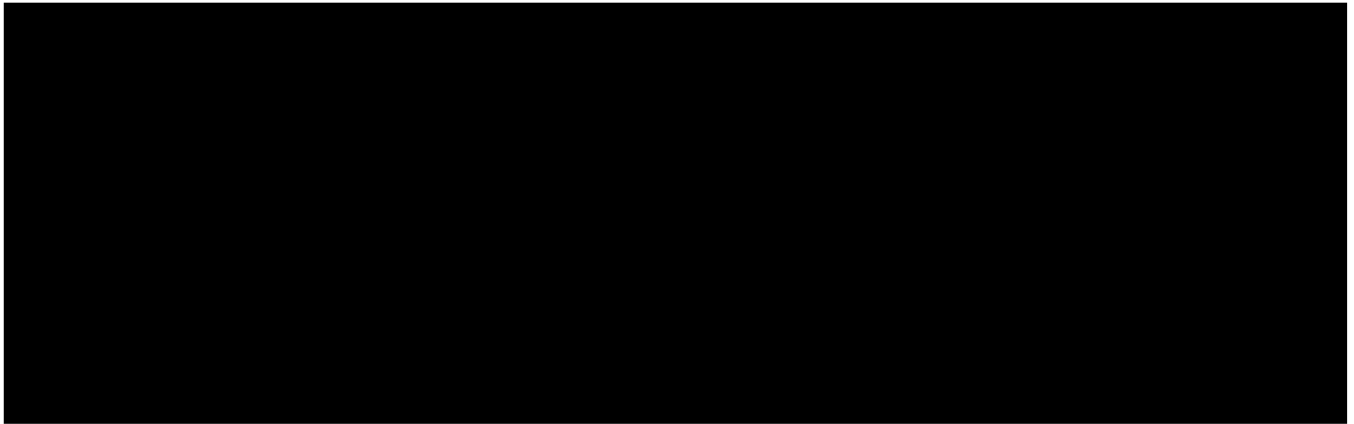
Section 2 - Sale, Transfer, Conveyance, and Assignment of IP

2.1 Subject to the terms and conditions of this Agreement, BIL hereby sells, transfers, conveys, assigns and agrees to deliver to Broadcom, and Broadcom hereby acquires and accepts, all right, title, and interest in and to the IP, subject to BIL’s reservation of an exclusive, perpetual, irrevocable, sub-licensable right to, without limitation, (a) use the IP for any purpose whatsoever in BIL’s Territory, (b) make (or have made) modifications, improvements, enhancements, or further developments to the IP in BIL’s Territory, and (c) otherwise commercially exploit the IP in BIL’s Territory (collectively, “BIL’s Reserved Rights”).

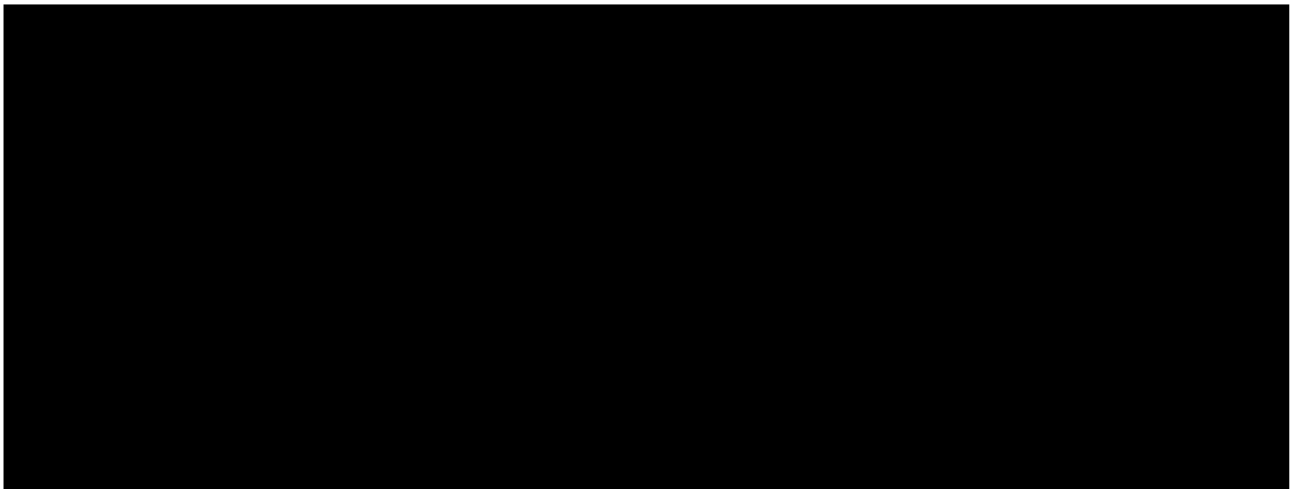
2.2 If, and to the extent that, as a matter of law in any jurisdiction, ownership, title, or any rights or interest in or to any of the IP cannot be assigned as provided in Section 2.1 hereof (a) BIL irrevocably agrees to assign and transfer, and hereby assigns and transfers, to Broadcom all rights (including, without limitation, all economic and commercialization rights) that can be assigned pursuant to Section 2.1 to the fullest extent permissible, and (b) subject to BIL’s Reserved Rights, BIL irrevocably agrees to grant, and hereby grants, Broadcom an unlimited, exclusive, irrevocable, worldwide, perpetual, royalty-free license to use, exploit, and commercialize in any manner now known or in the future discovered and for whatever purpose, any rights to the IP that cannot be assigned as contemplated by Section 2.1.

2.3 In furtherance of the transactions contemplated by Section 2.1, the Parties agree to execute and deliver all instruments of sale, transfer, conveyance and assignment as, and to the extent, necessary or convenient to evidence the sale, transfer, conveyance and assignment by BIL to Broadcom

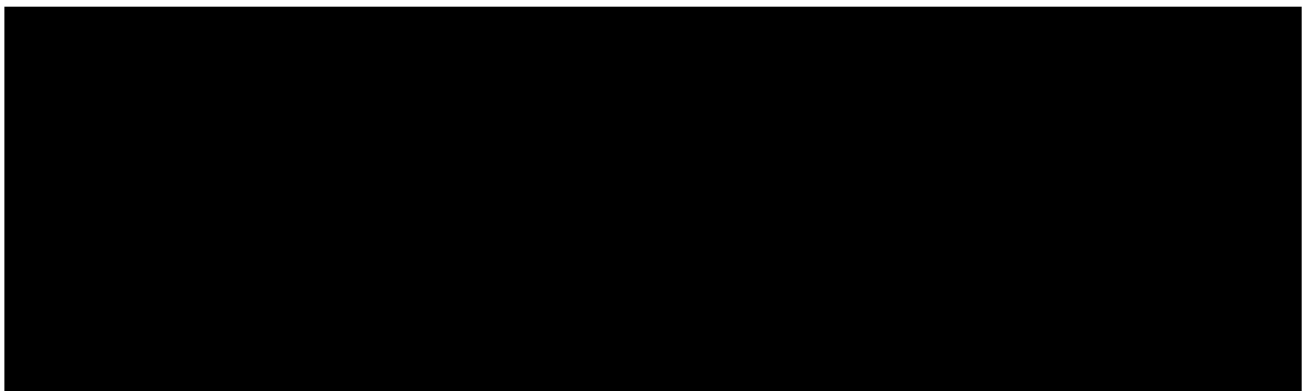
of all of BIL's right, title and interest in and to the IP. The Parties contemplate that they may enter into one or more additional instruments of transfer with respect to some of the IP to be transferred from BIL to Broadcom to the extent necessary or convenient to comply with local legal or filing requirements.



2.6 The Parties acknowledge and agree that some of the transfers contemplated by this Agreement may not be effected on the Effective Date due to the inability of the Parties to obtain necessary consents or approvals or the inability of the Parties to take certain other actions necessary to effect such transfers. To the extent any transfers contemplated by this Agreement have not been fully effected on the Effective Date, BIL and Broadcom will cooperate and use commercially reasonable efforts to obtain any necessary consents or approvals or take any other actions necessary to effect such transfers as promptly as practicable following the Effective Date.

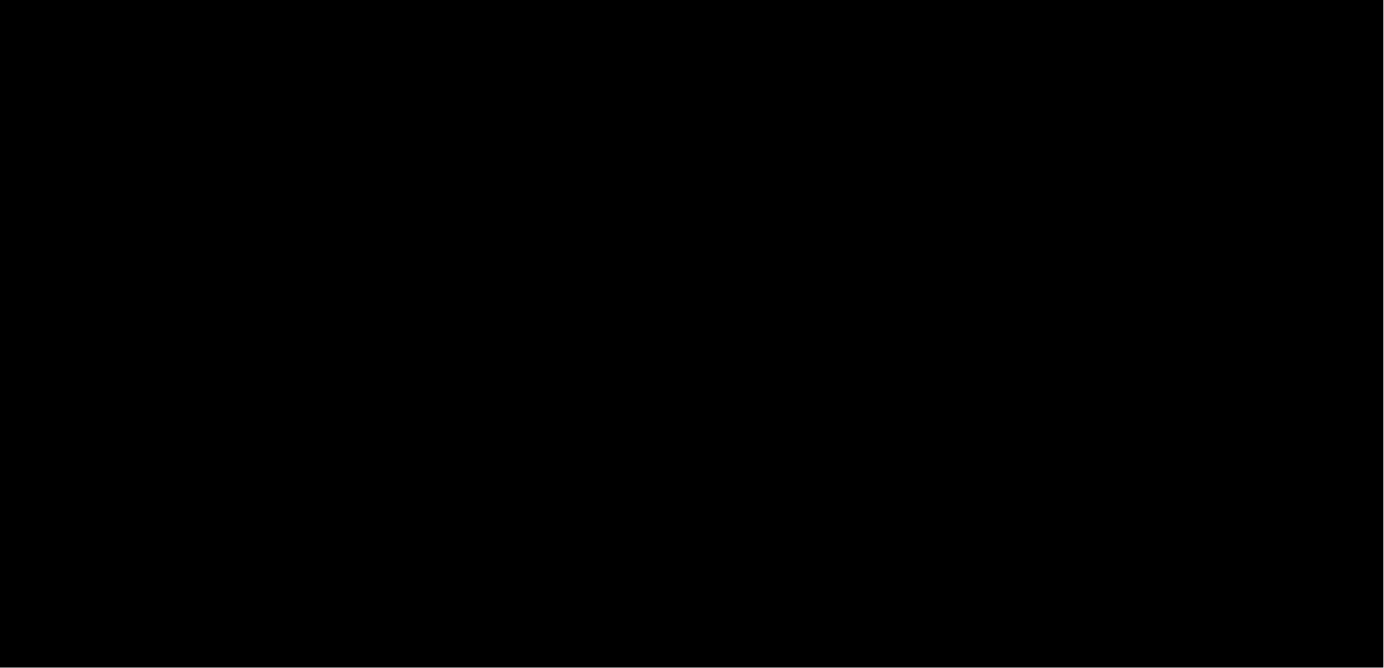


Section 3 - Consideration and Payment Terms




Section 4 - General Provisions

4.1 Further Assurances. The Parties will each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.



4.6 Counterparts. The Parties may execute this Agreement in counterparts, each of which constitutes an original as against the Party that signed it, and all of which together constitute one agreement. The signatures of both Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.

4.7 Successors and Assigns; Assignment. This Agreement shall be binding on and inure to the benefit of the Parties, their successors in interest and assigns. Neither Party may assign any of its rights nor delegate any of its obligations under this Agreement without the written consent of the other Party, which consent may be withheld in its sole and absolute discretion, and any assignment or attempted assignment in violation of the foregoing will be null and void. Nothing in this Section 4.7 shall limit in any way the rights granted to Broadcom in Section 2 of this Agreement to freely control, use, enforce, further transfer (granting the acquirer the same rights), assign, license, sub-license, alter, amend, update, develop, create derivative works, or otherwise dispose of the IP.



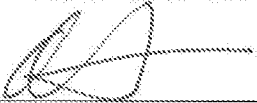
4.9 Entire Agreement. This Agreement constitutes the final agreement between the Parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the

Parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the Parties with respect to the matters contained herein are superseded by this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized and empowered officers and representatives effective as of the Effective Date.

BROADCOM INTERNATIONAL LIMITED


By: 

Name: Eric K. Brandt

Title: Director

Date: October 9, 2013

BROADCOM CORPORATION

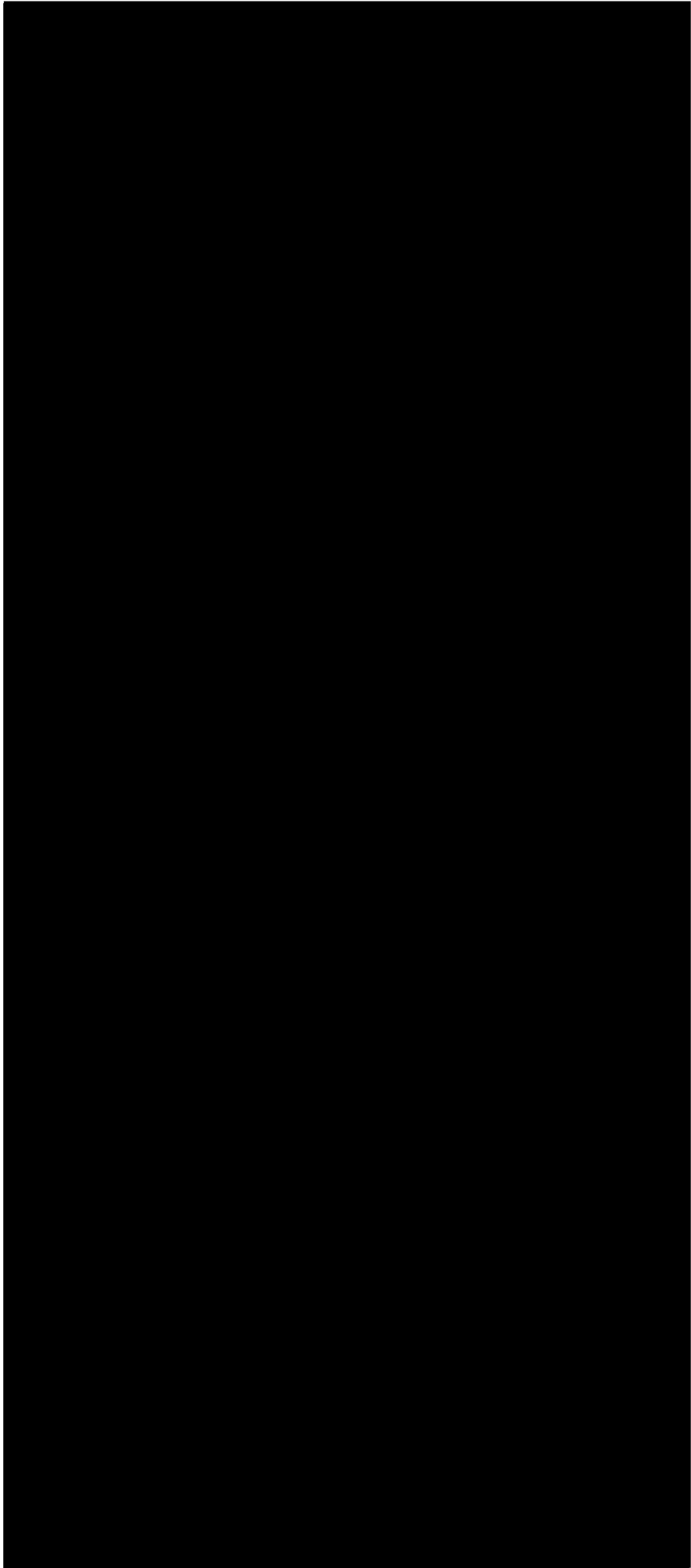
By: 

Name: Eric K. Brandt

Title: EVP & CFO

Date: October 9, 2013

Attachment A



RM115416 US01 Filed 21 Feb 2013 23 Feb 2012 US13/772970 US2013023294 29 Aug 2013 A signalling scheme for Adaptive Full-duplex Transmission

