

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5891178

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	INTEL CORPORATION	11/30/2019
RECEIVING PARTY DATA		
Name:	APPLE INC.	
Street Address:	ONE APPLE PARK WAY	
City:	CUPERTINO	
State/Country:	CALIFORNIA	
Postal Code:	95014	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15746983
CORRESPONDENCE DATA		
Fax Number:		
<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:	408-507-7605	
Email:	dax.dittus@jwmhlaw.com	
Correspondent Name:	APPLE-J /JAFFERY WATSON MENDONSA & HAMIL	
Address Line 1:	7501 VILLAGE SQUARE DRIVE	
Address Line 2:	SUITE 206	
Address Line 4:	CASTLE ROCK, COLORADO 80108	
ATTORNEY DOCKET NUMBER:	P88141PCT-US	
NAME OF SUBMITTER:	HOWARD S HAMILTON	
SIGNATURE:	/Howard S Hamilton/	
DATE SIGNED:	01/02/2020	
Total Attachments: 8		
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PATENT

REEL: 051401 FRAME: 0284

PATENT ASSIGNMENT

This PATENT ASSIGNMENT, dated as of November 30, 2019 (this “Assignment”), is by and between Apple Inc., a California corporation, with an address at One Apple Park Way, Cupertino, CA 95014 (the “Assignee”) and Intel Corporation, a Delaware corporation, with an address at 2200 Mission College Boulevard, Santa Clara, CA 95054 (the “Assignor”). Each of the Assignee and the Assignor are referred to herein as a “Party.” Unless otherwise specifically provided herein, each capitalized term used but not defined herein shall have the meaning given to such term in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, the Assignee and Intel are parties to that certain Master Asset Purchase Agreement, dated as of July 25, 2019 (as it may be amended from time to time) (the “Purchase Agreement”), by and among the Assignee and Intel; and

WHEREAS, pursuant to the Purchase Agreement, Intel has agreed to, and has agreed to cause certain of its Affiliates to, assign, transfer and convey to the Assignee all of Intel’s and certain of its Affiliates’ right, title, and interest in and to the Transferred Patents, and the Assignee has agreed to purchase the Transferred Patents.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises and conditions hereinafter set forth and set forth in the Purchase Agreement and the Ancillary Agreements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Conveyance and Acceptance. In accordance with and subject to the provisions of the Purchase Agreement, the Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, and the Assignee hereby purchases, all of the Assignor’s right, title and interest in and to, the Transferred Patents, including those Patents set forth on Schedule 1 hereto, along with any and all rights to sue and recover for past, present and future infringement, misappropriation, misuse or violation with respect to the Transferred Patents, together with all rights under international treaties relating to the Transferred Patents. The foregoing rights include the right to claim priority to the Transferred Patents. Without limiting the foregoing, with respect to any Transferred Patents that are registered to or otherwise in the name of an Affiliate of the Assignor, including as indicated on Schedule 1 hereto, the Assignor shall cause such Affiliate to effect the assignment of such Transferred Patents to the Assignee in accordance herewith and subject to the terms and conditions hereof, it being understood and agreed that the Assignee shall own such Transferred Patents as if assigned to it by the Assignor hereunder as of the date hereof.

2. Acknowledgement. To the extent that Schedule 1 hereto contains any typographical or administrative error but it is clear which patent or patent application was intended to be included in the sale, assignment, transfer and conveyance under this Assignment, the Assignor and the Assignee each acknowledge and agree that the intended patent or patent application is hereby

sold, assigned, transferred and conveyed, along with all other rights, privileges and claims enumerated above with respect to such intended patent or patent application.

3. Recordation. The Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record the Assignee as the assignee and owner of the Transferred Patents and to deliver to the Assignee, and to the Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

4. Disclaimer of Representations and Warranties. EXCEPT AS AND SOLELY TO THE EXTENT SET FORTH IN THE PURCHASE AGREEMENT, THE ASSIGNEE (ON BEHALF OF ITSELF AND EACH OF ITS SUBSIDIARIES) UNDERSTANDS AND AGREES THAT THE ASSIGNOR (ON BEHALF OF ITSELF AND ITS AFFILIATES) MAKES NO REPRESENTATIONS OR WARRANTIES IN ANY WAY PURSUANT TO OR IN CONNECTION WITH THIS ASSIGNMENT.

5. Purchase Agreement Controls. This Assignment is and shall be subject to and governed entirely by and in accordance with the terms and conditions of the Purchase Agreement. Notwithstanding any other provision of this Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of the Purchase Agreement, including any representation, warranty, covenant, agreement, obligation or condition contained therein or the rights or remedies contemplated thereby. To the extent this Assignment conflicts with the Purchase Agreement, the Purchase Agreement will control.

6. Governing Law; Dispute Resolution.

(a) This Assignment, and all claims or causes of action based upon, arising out of, or related to this Assignment or the transactions contemplated hereby, shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to contracts executed and to be performed wholly within such State and without reference to the choice-of-law principles that would result in the application of the Laws of a different jurisdiction.

(b) Sections 11.3(b) and 11.3(c) of the Purchase Agreement are hereby incorporated by reference, *mutatis mutandis*.

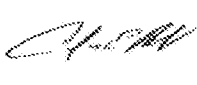
7. Further Assurances. The Assignor shall, and shall cause their Affiliates to, from time to time at the request of the Assignee, without any additional consideration, furnish the Assignee such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary or appropriate to carry out the provisions of this Assignment and give effect to the assignments herein, including all acts reasonably necessary to perfect, record or effectuate the assignment to the Assignee of ownership of the Transferred Patents.

8. Counterparts. This Assignment may be executed in multiple counterparts, and by any of the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Assignment. Delivery

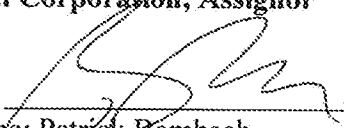
of an executed counterpart of a signature page to this Assignment by .pdf, .tif, .gif or similar attachment to electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have each caused this Assignment to be duly executed as of the date first written above.

LEGAL OK	
	11/30/2019
Carlos Rivas	

Intel Corporation, Assignor

By: 

Name: Patrick Bombach

Title: Authorized Signatory

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 2019 before me _____

Personally appeared _____, proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

[Signature Page to Patent Assignment]

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 Santa Clara)

On November 30, 2019 before me, Kevin Marston, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Patrick Bombach

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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 Kevin Marston
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

AGREED TO AND ACCEPTED:

Apple Inc., Assignee

By: [Signature]
Name: ADRIAN E. PERICA
Title: VP

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) ss.

On this 2 day of DEC, 2019 before me LESLIE HEADINGTON, NOTARY PUBLIC

Personally appeared ADRIAN PERICA, proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



Schedule 1
PATENTS AND PATENT APPLICATIONS

[illegible]