505995527 04/01/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6042237

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
INTEL IP CORPORATION	11/27/2019

RECEIVING PARTY DATA

Name:	INTEL CORPORATION
Street Address:	2200 MISSION COLLEGE BOULEVARD
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95014

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15935402

CORRESPONDENCE DATA

Fax Number: (512)853-8801

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.

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

Correspondent Name: KOWERT, HOOD, MUNYON, RANKIN & GOETZEL, P.C. Address Line 1: 1120 S. CAPITAL OF TEXAS HWY. BLDG 2, STE 300

Address Line 4: AUSTIN, TEXAS 78746

ATTORNEY DOCKET NUMBER:	9888-63302
NAME OF SUBMITTER:	MATTHEW C. WASHBURN
SIGNATURE:	/Matthew C. Washburn/
DATE SIGNED:	04/01/2020

Total Attachments: 8

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT, dated as of November 27, 2019 (this "<u>Assignment</u>"), is by and between Intel Corporation, a Delaware corporation, with an address at 2200 Mission College Boulevard, Santa Clara, CA 95014 (the "<u>Assignee</u>"), and Intel IP Corporation, a Delaware corporation, with an address at 2200 Mission College Boulevard, Santa Clara, CA 95014 (the "<u>Assignor</u>"). Each of the Assignee and the Assignor are referred to herein as a "Party."

RECITALS

WHEREAS, the patents and patent applications set forth on <u>Schedule 1</u> attached hereto (the "<u>Transferred Patents</u>") are registered in the name of Assignor;

WHEREAS, the Assignee and Apple Inc. 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"), pursuant to which the Assignee has agreed to assign, transfer and convey to Apple Inc. all of the Assignee's and certain of its affiliates' (including Assignor's) right, title, and interest in and to certain patents and patent applications (including the Transferred Patents); and

WHEREAS, in furtherance of such ultimate assignment to Apple Inc., the Assignor has agreed to assign, transfer and convey to the Assignee all of the Assignor's 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 for other good and valuable consideration (including the payment by Assignee to Assignor of the sum of USD \$100.00), the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

- Conveyance and Acceptance. 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, 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.
- 2. <u>Acknowledgement</u>. To the extent that <u>Schedule 1</u> 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, Assignor and 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 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. <u>Disclaimer of Representations and Warranties</u>. THE ASSIGNEE UNDERSTANDS AND AGREES THAT THE ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES IN ANY WAY PURSUANT TO OR IN CONNECTION WITH THIS ASSIGNMENT.
- 5. <u>Governing Law</u>. 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.
- 6. <u>Counterparts</u>. 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.

Intel IP Corporation, Assignor

Name: Tiffahy Doon Silva

Title: Secretary

CALIFORNIA ACKNOWLEDGMENT		CIVIL CODE §		
A notary public or other officer completing this of to which this certificate is attached, and not the	4	· · · · · · · · · · · · · · · · · · ·		
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☐ Individual ☐ Attorney in F		vidual E		
D Trustee D Guardian or Cr			Guardian or Conservator	
D Other:	D Oth	Ser.		
Signer is Representing:		Signer is Representing:		

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AGREED TO AND ACCEPTED:

Intel Corporation, Assignee

Name: Tiffany Doon Silva

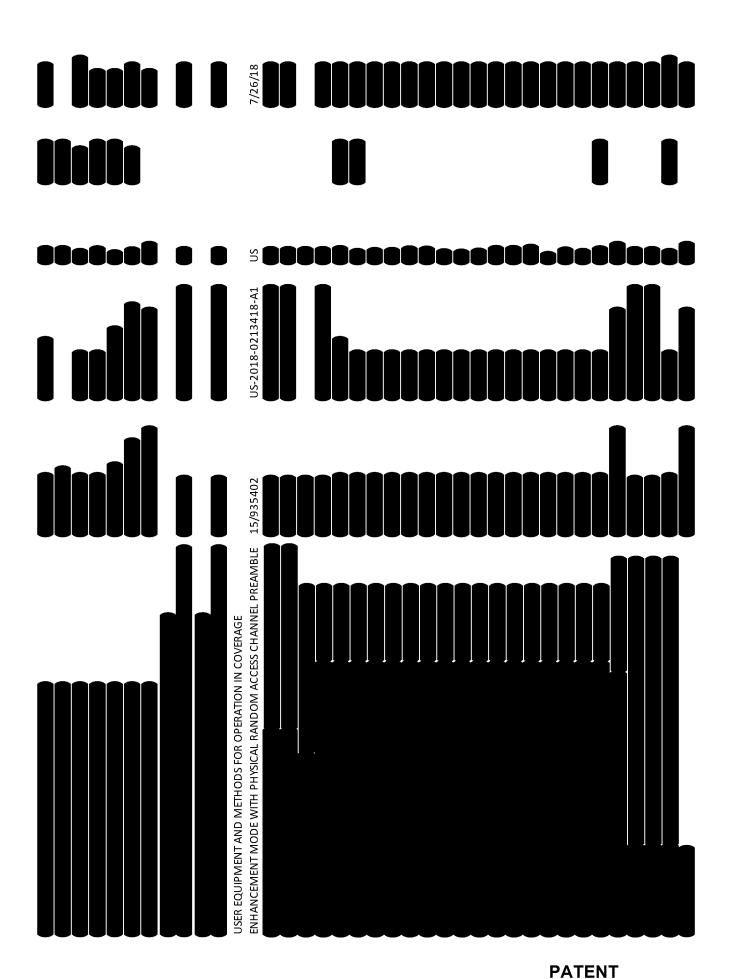
Title: Assistant Corporate Secretary

CALIFORNIA ACKNOWLEDGMENT		CIVIL CODE § 1189		
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	Commission # 2197659 My Comm. Expires May 18, 2021	WITNESS my hand a	and official seal.	
		Signature <u>OU4</u>	Scholalio	
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**		Signer's Name:		
☐ Corporate Officer — Title(s):		☐ Corporate Officer - Title(s):		
□ Partner - □ Lir	mited 🗆 General	☐ Partner - ☐ Lim		
	☐ Attorney in Fact	🗆 Individual		
☐ Trustee	□ Guardian or Conservator		☐ Guardian or Conservator	
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Schedule 1 TRANSFERRED PATENTS



RECORDED: 04/01/2020

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