

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6478700

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	FALCON COMPUTING SOLUTIONS, INC.	11/30/2020
RECEIVING PARTY DATA		
Name:	XILINX, INC.	
Street Address:	2100 LOGIC DRIVE	
City:	SAN JOSE	
State/Country:	CALIFORNIA	
Postal Code:	95124	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17096742
CORRESPONDENCE DATA		
Fax Number:	(408)288-7542	
<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:	4082887588	
Email:	USPTO@STEVENS LAW GROUP.COM	
Correspondent Name:	STEVENS LAW GROUP	
Address Line 1:	1754 TECHNOLOGY DRIVE STE 226	
Address Line 2:	SUITE 226	
Address Line 4:	SAN JOSE, CALIFORNIA 95110	
ATTORNEY DOCKET NUMBER:	FALC-00102	
NAME OF SUBMITTER:	DAVID R. STEVENS	
SIGNATURE:	/David R. Stevens/	
DATE SIGNED:	01/04/2021	
Total Attachments: 8		
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this “Patent Assignment”), effective as of November 30, 2020 (the “Effective Date”), is entered into by and between Falcon Computing Solutions, Inc., a Delaware corporation and Beijing Falcon Computing Technology Co., Ltd. (北京峰科计算技术有限责任公司), a Chinese limited liability company (collectively, “Assignors”) and Xilinx, Inc., a Delaware corporation (“Assignee”). Assignors and Assignee are each referred to individually as a “Party” and together as the “Parties.”

WHEREAS, Assignors are the sole and exclusive beneficial and record owner of the patents and patent applications set forth on Schedule A attached hereto; and

WHEREAS, Assignors and Assignee have entered into that certain Asset Purchase Agreement dated as of November 24, 2020 (the “Purchase Agreement”), under which, among other things, Assignors have agreed to transfer and assign to Assignee all of Assignors’ right, title and interest in, to and under the patents, patent applications, invention disclosures, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof primarily related to the Business (as defined in the Purchase Agreement), including without limitation those identified in Schedule A attached hereto (collectively, the “Transferred Patents”);

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignors hereby assign, transfer and convey to Assignee in perpetuity, and Assignee hereby accepts, any and all right, title and interest, whether now or hereafter existing, in, to and under the Transferred Patents. Without limiting the foregoing, as part of such assignment, Assignors hereby assign, transfer and convey to Assignee, for Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, the following:

(a) All patents and patent applications (i) to which any of the Transferred Patents directly or indirectly claims priority and (ii) for which any of the Transferred Patents directly or indirectly forms a basis for priority;

(b) Assignors’ rights of priority resulting from the filing of any of the patents and patent applications;

(c) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections or other governmental grants or issuances of any type related to any of the Transferred Patents, including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty or any other similar convention, treaty, agreement or understanding;

(d) all of Assignors’ right, title and interest to all causes of action (whether known or unknown or whether currently pending, filed or otherwise) and all other enforcement rights under, or on account of, any of the Transferred Patents, including, without limitation, all causes of action and other enforcement rights for (i) damages (past, current and future), (ii) injunctive relief, and

(iii) any other remedies of any kind for past, current and future infringement, including all rights afforded under 35 U.S.C. § 154(d); and

(e) all rights to collect royalties and other payments under or on account of any of the Transferred Patents.

2. Recordation. Assignors hereby authorize the Commissioner for Patents in the United States Patent and Trademark Office, other empowered officials of the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to (a) record Assignee as the assignee and owner of the entire interest in the Transferred Patents or other rights identified in this Patent Assignment; (b) deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Patent Assignment; and (c) issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Transferred Patents or other rights identified in this Patent Assignment in the name of Assignee, as the assignee to the entire interest therein. Assignee shall bear all of the costs and expenses related to such recordation.

3. Further Assurances. At any time after the date hereof, Assignors shall use commercially reasonable efforts to (a) execute and deliver such other instruments of sale, transfer, conveyance, assignment, assumption and confirmation, and (b) take such other actions as Assignee may reasonably request, in each case of clauses (a) and (b) that are necessary or desirable for obtaining, sustaining or reissuing any registrations for the Transferred Patents, and transferring, conveying, assigning, and delivering to Assignee the title in and to the Transferred Patents, all at Assignee's sole cost and expense. Each Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as such Assignor's agent and attorney in fact, which appointment is coupled with an interest, to act for and on its behalf to execute any instrument or document described herein with the same force and effect as if executed by such Assignor, if Assignee is unable for any reason, after reasonable effort, to obtain a timely signature of such Assignor on such instrument or document.

4. Purchase Agreement. Nothing herein shall be deemed to extend or amplify the rights, remedies, duties, or obligations of Assignee or Assignors under the Purchase Agreement and, to the extent that there is any conflict between the terms and conditions of this Patent Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede, and prevail. Except as otherwise provided herein, all capitalized terms used and not defined herein shall have the respective meanings assigned to such terms in the Purchase Agreement.

5. Counterparts. This Patent Assignment may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. Delivery of an executed counterpart of this Patent Assignment by facsimile transmission or by electronic mail in portable document format (.pdf) shall be as effective as delivery of a manually executed counterpart hereof.

6. Governing Law. The interpretation and construction of this Patent Assignment, and all matters relating to this Patent Assignment, shall be interpreted, construed and enforced in accordance with the laws of the United States and the State of Delaware without giving effect to any choice of law or conflict of law principles.

7. Headings. The headings contained in this Patent Assignment are intended solely for convenience and shall not affect the rights of the parties to this Patent Assignment.

8. Amendments. This Patent Assignment shall not be amended except by an instrument in writing signed on behalf of each of the parties.

9. Successors and Assigns. This Patent Assignment is executed by, shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns for the uses and purposes set forth above.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Patent Assignment as of the date first written above.

ASSIGNOR:

FALCON COMPUTING SOLUTIONS, INC.

By: [Signature]
Name: Reichen Pan
Title: CEO

State of CA

County of Santa Clara

On 11/30/, 2020, before me, A. BOOZER, Notary Public, the undersigned, a Notary Public for the state, personally appeared Reichen Pan, 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 CA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

See Attached
Jurat / (ck)

Signature

[Signature]

[Signature Page to Patent Assignment]

ACKNOWLEDGMENT

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 11/30/2020 before me, A. Boozer, Notary Public
(insert name and title of the officer)

personally appeared Peichen Pan
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.

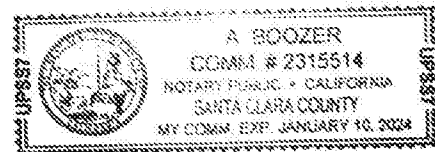
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

A. Boozer

(Seal)



PATENT

REEL: 054804 FRAME: 0089

ASSIGNOR:

BEIJING FALCON COMPUTING TECHNOLOGY
CO., LTD. (北京峰科计算技术有限责任公司)

By: [Signature]
Name: Jing Chang
Title: Sale Director / Legal Representative

State of California
County of Los Angeles

On 11/30/2020, before me, Tiffany Newton, Notary Public, the undersigned, a Notary Public for the state, personally appeared Jing Chang, 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 CA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

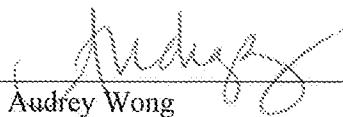


Signature [Signature]

[Signature Page to Patent Assignment]

ASSIGNEE:

XILINX, INC.

By: 
Name: Audrey Wong
Title: CVP, Corporate Law and Compliance

ACKNOWLEDGMENT

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.

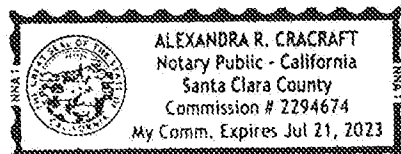
State of California)

County of Santa Clara)

On November 30, 2020, before me, Alexandra R. Cracraft, Notary Public, personally appeared **Audrey Wong**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person 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 of Notary Public

[Signature Page to Patent Assignment]

SCHEDULE A**TRANSFERRED PATENTS**

Type	Jurisdiction	Owner	Status	Application Serial Number or Registration Number	Title or Mark
Foreign Patent Application	China	Falcon Computing Solutions, Inc.	Pending	201810391781.X	Systems and Methods for Systolic Array Design from a High-Level Program
US Patent	US	Falcon Computing Solutions, Inc.	Allowed	15/962,916	Systems and Methods for Systolic Array Design from a High-Level Program
US Patent Provisional Application	US	Falcon Computing Solutions, Inc.	Converted to US Patent Application 15/962,916	62/490,912	Systems and Methods for Systolic Array Design from a High-Level Program
US Patent Application	US	Falcon Computing Solutions, Inc.	Pending	16/723,091	An Accelerator Automation Framework for Heterogeneous Computing in Datacenters
US Patent Provisional Application	US	Falcon Computing Solutions, Inc.	Converted to US Patent Application 19/723,091	62/782,875	An Accelerator Automation Framework for Heterogeneous Computing in Datacenters