

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7353245

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SEAMLESS DEVICES, INC.	02/07/2018
RECEIVING PARTY DATA		
Name:	SEAMLESS MICROSYSTEMS, INC.	
Street Address:	2860 ZANKER ROAD, SUITE 201	
City:	SAN JOSE	
State/Country:	CALIFORNIA	
Postal Code:	95134	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Application Number:	15408058	
Application Number:	16057519	
PCT Number:	US1713768	
CORRESPONDENCE DATA		
Fax Number:	(617)526-5000	
<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:	617-526-6000	
Email:	becky.douglas@wilmerhale.com	
Correspondent Name:	BECKY DOUGLAS / WILMERHALE	
Address Line 1:	60 STATE STREET	
Address Line 4:	BOSTON, MASSACHUSETTS 02109	
ATTORNEY DOCKET NUMBER:	2212488.00122	
NAME OF SUBMITTER:	BECKY DOUGLAS	
SIGNATURE:	/Becky Douglas/	
DATE SIGNED:	05/26/2022	
Total Attachments: 4		
source=122US2_Assignment_Devices_Microsystems_02072018#page1.tif		
source=122US2_Assignment_Devices_Microsystems_02072018#page2.tif		
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source=122US2_Assignment_Devices_Microsystems_02072018#page4.tif		

ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

This Assignment and Assumption of Intellectual Property (this "*Agreement*") is entered into as of February 7, 2018, by and between Seamless Devices, Inc., a Delaware corporation ("*Seller*"), and Seamless Microsystems, Inc., a Delaware corporation ("*Buyer*"). All capitalized terms used herein and not otherwise described herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, pursuant to the Asset Purchase Agreement dated as of even date herewith (the "*Asset Purchase Agreement*"), by and between Buyer and Seller, Buyer is acquiring the Acquired Intellectual Property from Seller as identified in Schedule 1.1(a) of the Asset Purchase Agreement and attached hereto as Exhibit A.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Seller hereby transfers and assigns to Buyer all of the Acquired Intellectual Property, including all goodwill associated therewith.
2. Buyer hereby accepts the transfer and assignment of the Acquired Intellectual Property.
3. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.
4. The assignment and assumption herein is made in accordance with and subject to the Asset Purchase Agreement, which is incorporated herein by reference. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede, and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants, and obligations of the parties contained in the Asset Purchase Agreement or the survival thereof.
5. The assignment of the Acquired Intellectual Property hereunder shall not enlarge any rights of third parties under contracts or arrangements with the Buyer, Seller or any of their respective affiliates. This Agreement shall be governed and construed by and enforced in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions thereof, and shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

SELLER:

SEAMLESS DEVICES, INC.

By: 

Name: Bill Anderson

Title: Vice President

BUYER:

SEAMLESS MICROSYSTEMS, INC.

By: _____

Name: Jayanthi Kuppambatti

Its: President

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

SELLER:

SEAMLESS DEVICES, INC.

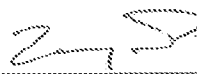
By: _____

Name:

Title:

BUYER:

SEAMLESS MICROSYSTEMS, INC.

By:  _____

Name: Jayanth Kuppambatti

Its: President

Exhibit A

Acquired Intellectual Property

Intellectual Property (the "*Acquired Intellectual Property*"):

1. United States Patent Application No. 15/408,058. SYSTEMS AND METHODS FOR RING-OSCILLATOR BASED OPERATIONAL AMPLIFIERS FOR SCALED CMOS TECHNOLOGIES. Filed: Jan 17, 2017
2. International Patent Application Number: PCT/US14/13768. SYSTEMS AND METHODS FOR RING-OSCILLATOR OPERATIONAL AMPLIFIERS FOR SCALED CMOS TECHNOLOGIES
3. Any and all designs developed by Seller and any associated intellectual property, including all files related thereto.

REDACTED