

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7475659

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	EMPIRE TECHNOLOGY DEVELOPMENT, LLC.	05/20/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SONICEDGE LTD.	
<b>Street Address:</b>	31 KEDEM ST.	
<b>City:</b>	SHOHAM	
<b>State/Country:</b>	ISRAEL	
<b>PROPERTY NUMBERS Total: 7</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	8861752	
<b>Patent Number:</b>	9866948	
<b>Patent Number:</b>	9913048	
<b>Patent Number:</b>	10123126	
<b>Patent Number:</b>	10271146	
<b>Patent Number:</b>	10284961	
<b>Patent Number:</b>	10448146	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	12022611014	
<b>Email:</b>	stemberger@mdslaw.com	
<b>Correspondent Name:</b>	EDWARD STEMBERGER- MANELLI SELTER PLLC	
<b>Address Line 1:</b>	10560 MAIN ST.	
<b>Address Line 4:</b>	FAIRFAX, VIRGINIA 22030	
<b>ATTORNEY DOCKET NUMBER:</b>	34-190	
<b>NAME OF SUBMITTER:</b>	EDWARD STEMBERGER	
<b>SIGNATURE:</b>	/Edward Stemberger/	
<b>DATE SIGNED:</b>	08/09/2022	
<b>Total Attachments: 14</b>		

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**File name: SHIBOLET4295640v8\_PatentSaleAgreementSonicEdge21-05-20.p**

**Document ID: 2823E7A0-B96A-11EB-A8DC-8B655AADCCD7**

**Status: Completed**

## Document History

2021-05-20 08:51:55 EST	Document uploaded by Thomas Kang (tomkang@yahoo.com) IP: 67.251.152.251
2021-05-20 08:54:43 EST	Document signed by Thomas Kang (tomkang@yahoo.com) IP: 67.251.152.251
2021-05-20 09:01:26 EST	Document signed by Samantha Nye IP: 107.23.206.220
2021-05-20 09:01:26 EST	eNotary signed by Samantha Nye IP: 107.23.206.220
2021-05-20 09:01:26 EST	Document delivered to Thomas Kang(tomkang@yahoo.com) via email. IP: 107.23.206.220

## Our Notarization Process

OnlineNotary.net is a Virginia Based Notarization firm. Following document has been notarized by us. The Commonwealth of Virginia signed into law SB 827 and HB 2318. These bills authorize and allow for approved, certified Virginia Notaries to legally notarize any signature within any US State by using audio-video capturing technology. We use highest standard Personal Identity Validation, UETA and ESIGN ACT during our notarization process and have fully vetted signers in this document. We also keep video recordings of each notarization in an event if needed by court of law. You may also scan the QR code on the right to validate this document instantly.



## PATENT SALE AGREEMENT

This Patent Sale ("**Agreement**") dated May 20, 2021 (the "**Effective Date**"), is entered into by and among SonicEdge Ltd ("**Company**"), Allied Inventors, LLC, a Delaware limited liability company ("**AI**"), and its wholly owned subsidiary, Empire Technology Development, LLC, a Delaware limited liability company ("**Empire**" and together with AI, the "**Sellers**").

WHEREAS, The Sellers own intellectual property, including the Patents (as defined below), which Company wishes to purchase;

WHEREAS, The title to the Patents is held by and recorded under the name of Empire, AI manages its patent portfolio including the Patents, and the Sellers wish to sell the Patents to Company in exchange for the issuance of Common Shares of Company in the name of AI as herein provided;

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

### 1. RESERVED

### 2. ASSIGNMENT OF PATENTS AND RELATED RIGHTS

2.1. **Patents.** At the Effective Date, and subject to Company performing under paragraphs 3.1 and 3.2 of this Agreement, the Sellers shall sell, assign, transfer and convey to Company all right, title and interest in, to and under the Patents. "**Patents**" means all (a) patents and patent applications listed in Schedule A hereto; (b) patents and patent applications to which any of the patents or patent applications covered by clause (a) of this paragraph claims, or forms the basis for, priority anywhere in the world; (c) all reissues, reexaminations, extensions, continuations, continuations-in-part, continuing prosecution applications and divisions of the items covered by clauses (a) and (b) of this paragraph; (d) all foreign counterparts to the items covered by clauses (a), (b) and (c) of this paragraph, including utility models, inventors' certificates, industrial design protection and any other form of governmental grants or issuances; and (e) all patents that issue from the items covered by clauses (a) (b), (c), and (d) of this paragraph. On the Effective Date, Empire shall execute and deliver to Company a Patent Assignment in the form attached as Schedule B hereto ("**Patent Assignment**"). Company shall not record the Patent Assignment with the United States Patent and Trademark Office or any other jurisdiction's equivalent office until AI receives the Purchased Shares Documents (as defined below).

2.2. **Related Rights.** At the Effective Date, and subject to Company performing under paragraphs 3.1 and 3.2 of this Agreement, the Sellers shall sell, assign, transfer and convey to Company all right, title and interest in, to and under all: (a) inventions, invention disclosures, designs and discoveries described or disclosed in the Patents; (b) claims, causes of action and enforcement rights of any kind, whether currently pending, filed or otherwise, and whether known or unknown, under or arising from any of the Patents (c) royalties, income and other payments due as of the Effective



Date and thereafter under or arising from any of the Patents; and (d) rights to apply for, file, maintain, extend and renew in any or all countries of the world patents, and other governmental grants or issuances of any kind related to any Patents disclosed therein. ("**Related Rights**")

### 3. CONSIDERATION

3.1. Issuance of Common Shares. In exchange for the sale and assignment of the Patents and Related Rights, at the Effective Date, and subject to Empire performing under paragraphs 2.1 and 2.2 of this Agreement, Company shall issue to AI 348 Ordinary shares representing three percent (3%) of the fully diluted share capital of the Company as of the Effective Date, as is outlined in Schedule C (the "**Purchased Shares**").

3.2. Purchased Shares Documents. Within ten (10) days of the Effective Date, the Company shall issue AI a duly executed share certificate and shareholders register of the Company (which may be delivered in an electronic form), evidencing that the Purchased Shares (as defined below) have been issued in the name of AI (the "**Purchased Shares Documents**").

### 4. DELIVERABLES, OTHER OBLIGATIONS

4.1. Deliverables on Effective Date. The consummation of the purchase and sale of the Patents and Related Rights hereunder shall occur on the Effective Date, when all the conditions below are satisfied:

- a) Each party is satisfied that the representations and warranties made by the other parties under this Agreement are true as of the Effective Date;
- b) Each party has delivered to the other parties an executed copy of this Agreement as a .pdf document by electronic mail;
- c) Empire has delivered to Company the executed Patent Assignment as a .pdf document by electronic mail, which shall be dated with the Effective Date;
- d) Company has delivered to AI a certificate of exemption from tax withholding from the Israeli Tax Authorities, issued in the name of AI;
- e) Company has issued the Purchased Shares to AI pursuant to paragraph 3.1;

4.2. Patent Related Deliverables. The Sellers shall deliver, or instruct their prosecution counsel to deliver to Company or Company's designated prosecution counsel, within thirty (30) days of the Effective Date (all of the below - the "**Patent Related Deliverables**"):

- a) copies of unpublished patent applications included in the Patents;
- b) the names and addresses of counsel who are currently prosecuting the Patents or who is handling the prosecution or maintenance of any Patents;



- c) a list of the dates on which any responses are due to a patent issuing authority during the six-month period following the Effective Date;
  - d) a list of the dates on which any maintenance fees, annuities and the like will become due during the six-month period following the Effective Date;
  - e) the original Patent Assignment;
  - f) documents evidencing the release of the security interest in the Patents held by Crestline Direct Finance, L.P. and
  - g) such additional information and documents in the possession or control of AI or Empire as Company may reasonably request related to the Patents including (i) invention disclosures and other materials relating to conception and reduction to practice; (ii) files and documents related to filing, prosecution, maintenance, enforcement and defense of the Patents.
- 4.3. Prosecution of Patents. As of the Effective Date, Company shall be solely responsible for any US and/or non-US prosecution action, fees, costs, maintenance, or any other action or decision related to the Patents. As of the Effective Date, the Sellers and their prosecution counsel will have no responsibility with respect to any US and/or non-US prosecution action, fees, costs, maintenance, or any other action or decision related to the Patents.
- 4.4. Further Cooperation. Each party shall from any time after the Effective Date execute and deliver such additional conveyances, assignments, certificates, instruments, and documents and take such additional actions as may be from time to time and reasonably requested by the other party to effectuate the purposes of this Agreement and to consummate and evidence the consummation of the transactions contemplated hereby.

## 5. REPRESENTATIONS AND WARRANTIES

- 5.1. By AI. The execution, delivery, and performance of this Agreement and the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of AI. When executed and delivered by AI, this Agreement will constitute a valid and binding obligation, enforceable against it in accordance with its terms. No consent of any third party is required for AI to fully perform AI's obligations hereunder.
- 5.2. By Empire. The execution, delivery, and performance of this Agreement and the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Empire. When executed and delivered by Empire, this Agreement will constitute a valid and binding obligation, enforceable against it in accordance with



its terms. No consent of any third party is required for Empire to fully perform Empire's obligations hereunder.

5.3. Reserved.

5.4. By Company. The execution, delivery, and performance of this Agreement and the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Company. When executed and delivered by Company, , this Agreement will constitute a valid and binding obligation, enforceable against it in accordance with its terms. No consent of any third party is required for Company to fully perform Company's obligations hereunder.

5.5. By Empire. Empire's is the sole and exclusive owner of all right, title and interest in and to Patents and the Related Rights, without any known conflict with, or known infringement of, the rights of others. To Empire's knowledge, there are no outstanding options or shared ownership interests of any kind relating to the Patents and/or the Related Rights. No procedures have been commenced or, to the knowledge of AI and/or Empire, are threatened, in any jurisdiction, which could result in the cancellation of any issued Patent or in the failure to issue any patent application for which AI and/or Empire has applied. AI and/or Empire has not received and is not aware of any communications alleging that any of the Patents and/or the Related Rights has violated or, by continued practice thereof in the manner heretofore practiced, would violate any of the patents, trademarks, service marks, trade names, copyrights, trade secrets, mask works or other proprietary rights or processes of any other person.

## 6. MISCELLANEOUS

6.1. Limitation of Liability. EXCEPT IN THE EVENT OF EITHER PARTY'S FRAUD OR INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED ACTUAL CASH RECEIVED BY AI. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS ON POTENTIAL LIABILITIES SET FORTH IN THIS SECTION ARE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

6.2. Limitation on Consequential Damages. EXCEPT IN THE EVENT OF EITHER PARTY'S FRAUD OR INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, NEITHER PARTY WILL HAVE ANY LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES OR LOSS OF REVENUE OR PROFIT ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, EVEN IF A PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THESE EXCLUSIONS OF POTENTIAL DAMAGES



ARE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

- 6.3. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. All prior agreements, written or oral, are superseded hereby and no amendment or modification of this Agreement shall be effective unless it is in writing and signed by all parties.
- 6.4. Successors and Assigns. This Agreement binds and, subject to the consents required hereafter, inures to the benefit of each party's successors and assigns.
- 6.5. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel (except those relating to the conflict of laws). Each party hereto submits to the exclusive jurisdiction of the courts of the Tel Aviv, Israel, in connection with any dispute arising under this Agreement or any document or instrument entered into in connection herewith, to the absolute exclusion of any other jurisdiction. Each party irrevocably waives any objection to such venue, including without limitation, *forum non conveniens* or improper venue.
- 6.6. Survival. The representations and warranties contained herein shall survive transactions contemplated in this Agreement.
- 6.7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument.



EXECUTED effective as of the date first above stated.

AI Inventors, LLC

By: Tom Kang  
Name: Thomas C. Kang  
Title: CEO  
Email Address: tkang@alliedinventors.com

Empire Technology Development, LLC

By: Tom Kang  
Name: Thomas C. Kang  
Title: CEO  
Email Address: tkang@alliedinventors.com

SonicEdge Ltd.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_



**SCHEDULE A**  
**Patents**

AI Docket ID	Application Number	Title	Country	Patent Number
IL-862358-01-US-PCT	PCT/US2014/015440	MEMS-BASED AUDIO SPEAKER SYSTEM USING SINGLE SIDEBAND MODULATION	PCT	
IL-862358-02-US-NAT	15/114,411	MEMS-BASED AUDIO SPEAKER SYSTEM USING SINGLE SIDEBAND MODULATION	United States of America	10,123,126
IL-862359-01-US-PCT	PCT/US2014/015439	MEMS-BASED AUDIO SPEAKER SYSTEM WITH MODULATION ELEMENT	PCT	
IL-862359-02-US-NAT	15/117,165	MEMS-BASED AUDIO SPEAKER SYSTEM WITH MODULATION ELEMENT	United States of America	9,913,048
IL-865740-01-US-PCT	PCT/US2014/015441	MEMS DUAL COMB DRIVE	PCT	
IL-865740-02-US-NAT	15/115,273	MEMS DUAL COMB DRIVE	United States of America	10,271,146
IL-867103-01-US-PCT	PCT/US2014/015438	MEMS-BASED STRUCTURE FOR PICO SPEAKER	PCT	
IL-867103-02-US-NAT	15/117,169	MEMS-BASED STRUCTURE FOR PICO SPEAKER	United States of America	10,284,961
US-812884-01-US-PCT	PCT/US2011/047833	TECHNIQUES FOR GENERATING AUDIO SIGNALS	PCT	
US-812884-02-US-NAT	13/390,337	TECHNIQUES FOR GENERATING AUDIO SIGNALS	United States of America	8,861,752
US-812884-03-AU-NAT	2011374985	TECHNIQUES FOR GENERATING AUDIO SIGNALS	Australia	2011374985
US-812884-04-EP-NAT	11870957.5	TECHNIQUES FOR GENERATING AUDIO SIGNALS	European Patent Office	2745536
US-812884-05-JP-NAT	2014-525972	TECHNIQUES FOR GENERATING AUDIO SIGNALS	Japan	5859648
US-812884-06-CA-NAT	2,845,204	TECHNIQUES FOR GENERATING AUDIO SIGNALS	Canada	2,845,204
US-812884-07-KR-NAT	10-2014-7006943	TECHNIQUES FOR GENERATING AUDIO SIGNALS	Republic of Korea	10-1568825



AI Docket ID	Application Number	Title	Country	Patent Number
US-812884-08-CN-NAT	201180072868.7	TECHNIQUES FOR GENERATING AUDIO SIGNALS	China	ZL201180072868.7
US-812884-09-IL-NAT	230953	TECHNIQUES FOR GENERATING AUDIO SIGNALS	Israel	230953
US-812884-10-US-CON	14/483,120	TECHNIQUES FOR GENERATING AUDIO SIGNALS	United States of America	9,866,948
US-812884-11-EP-DIV	15200544.3	TECHNIQUES FOR GENERATING AUDIO SIGNALS	European Patent Office	3018916
US-812884-12-GB-NAT	11870957.5	TECHNIQUES FOR GENERATING AUDIO SIGNALS	United Kingdom	2745536
US-812884-13-DE-NAT	602011023533.8	TECHNIQUES FOR GENERATING AUDIO SIGNALS	Germany	2745536
US-812884-14-FR-NAT	11870957.5	TECHNIQUES FOR GENERATING AUDIO SIGNALS	France	2745536
US-812884-15-US-DIV	15/854,117	TECHNIQUES FOR GENERATING AUDIO SIGNALS	United States of America	10,448,146
US-812884-16-FR-DIV	15200544.3	TECHNIQUES FOR GENERATING AUDIO SIGNALS	France	3018916
US-812884-17-DE-DIV	15200544.3	TECHNIQUES FOR GENERATING AUDIO SIGNALS	Germany	3018916
US-812884-18-GB-DIV	15200544.3	TECHNIQUES FOR GENERATING AUDIO SIGNALS	United Kingdom	3018916



**SCHEDULE B****Patent Assignment**

Empire Technology Development, LLC, a Delaware limited liability company ("Assignor") is the sole owner of the patents and patent applications listed in Schedule 1 hereto (collectively the "Listed Patents"); and SonicEdge Ltd., an Israeli company with an address at 31 Kedem St., Shoham 6082631, Israel ("Assignee") desires to acquire all right, title and interest in the Listed Patents and the other patents and related rights described below.

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee and its successors and assigns all right, title and interest that may exist today and in the future to any and all:

- (1) Listed Patents;
- (2) patents and patent applications to which any of the Listed Patents directly or, through one or more intermediate patents, claims, or forms the basis for, priority anywhere in the world;
- (3) reissues, reexaminations, extensions, continuations, continuations-in-part, continuing prosecution applications and divisions of any of the items covered by (1) or (2) above;
- (4) foreign counterparts to any of the items covered by (1), (2) or (3) above, including utility models, inventors' certificates, industrial design protection and any other form of governmental grants or issuances for the protection of inventions, designs or discoveries;
- (5) patents that issue from any of the items covered by (1) through (4) above;
- (6) claims, causes of action and enforcement rights of any kind, whether currently pending, filed or otherwise, and whether known or unknown, under or arising from any of the items covered by (1) through (5) above, including all rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement thereof and including rights afforded under 35 U.S.C. § 154(d);
- (7) royalties, income and other payments due as of the date hereof or hereafter under or arising from any of the items covered by (1) through (6) above; and
- (8) rights to apply for, file, register, maintain, extend and renew in any or all countries of the world patents, certificates of invention, utility models, industrial design protection, design patent protection and other governmental grants or issuances of any kind related to any of the items covered by (1) through (7) above.

Assignor shall execute and deliver any instruments, and do and perform any other acts and things as may be reasonably necessary or desirable for effecting and evidencing the assignments contemplated hereby, including the execution, acknowledgment and recordation of any instruments.



Assignor hereby authorizes and requests the Commissioner of Listed Patents and Trademarks and any other patent office to issue any and all patents, utility models or other governmental grants or issuances pertaining to any of the items assigned hereunder in the name of Assignee.

The assignments and rights pursuant hereto will inure to the benefit of Assignee and its successors, assigns and other legal representatives and is binding upon Assignor and its successors, assigns, heirs and legal representatives.

Assignor, by its duly authorized representative, has executed this assignment on the date set forth below.

DATE: May 20, 2021

Empire Technology Development, LLC

By: Thomas C. Kang  
Printed/Typed Name

Title: CEO

*Thomas Kang*

Signature

State of Virginia | County of Lynchburg

WITNESS my hand and official seal.  
(Seal)

**SAMANTHA NYE**  
ELECTRONIC NOTARY PUBLIC  
COMMONWEALTH OF VIRGINIA  
REGISTRATION # 7747969  
COMMISSION EXP SEPTEMBER 30, 2021

Notary Stamp Placed at 2021/05/20 09:01:28 EST

clayrb

*Samantha Nye*  
Notary Public in and for the state of Virginia

Samantha Nye  
Print Name

My appointment expires on: September 30, 2021

Document Notarized using a Live Audio-Video Connection



**Schedule 1 to**  
**Patent Assignment**

<b>Application Number</b>	<b>Title</b>	<b>Country</b>	<b>Patent Number</b>
PCT/US2014/015440	MEMS-BASED AUDIO SPEAKER SYSTEM USING SINGLE SIDEBAND MODULATION	PCT	
15/114,411	MEMS-BASED AUDIO SPEAKER SYSTEM USING SINGLE SIDEBAND MODULATION	United States of America	10,123,126
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PCT/US2014/015441	MEMS DUAL COMB DRIVE	PCT	
15/115,273	MEMS DUAL COMB DRIVE	United States of America	10,271,146
PCT/US2014/015438	MEMS-BASED STRUCTURE FOR PICO SPEAKER	PCT	
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PCT/US2011/047833	TECHNIQUES FOR GENERATING AUDIO SIGNALS	PCT	
13/390,337	TECHNIQUES FOR GENERATING AUDIO SIGNALS	United States of America	8,861,752
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2,845,204	TECHNIQUES FOR GENERATING AUDIO SIGNALS	Canada	2,845,204
10-2014-7006943	TECHNIQUES FOR GENERATING AUDIO SIGNALS	Republic of Korea	10-1568825
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230953	TECHNIQUES FOR GENERATING AUDIO SIGNALS	Israel	230953
14/483,120	TECHNIQUES FOR GENERATING AUDIO SIGNALS	United States of America	9,866,948



Application Number	Title	Country	Patent Number
15200544.3	TECHNIQUES FOR GENERATING AUDIO SIGNALS	European Patent Office	3018916
11870957.5	TECHNIQUES FOR GENERATING AUDIO SIGNALS	United Kingdom	2745536
602011023533.8	TECHNIQUES FOR GENERATING AUDIO SIGNALS	Germany	2745536
11870957.5	TECHNIQUES FOR GENERATING AUDIO SIGNALS	France	2745536
15/854,117	TECHNIQUES FOR GENERATING AUDIO SIGNALS	United States of America	10,448,146
15200544.3	TECHNIQUES FOR GENERATING AUDIO SIGNALS	France	3018916
15200544.3	TECHNIQUES FOR GENERATING AUDIO SIGNALS	Germany	3018916
15200544.3	TECHNIQUES FOR GENERATING AUDIO SIGNALS	United Kingdom	3018916



**SCHEDULE C**

<b>Shareholder</b>	<b>Common Share Ownership</b>	<b>Ownership Percentage (%)</b>
AI Inventors, LLC	348	3.002
Mordehai Margalit	7,500	64.666
Ari Mizrahi	2,500	21.555
Samuel Sattath	1,250	10.777
Total Shares:	11,598	
Total Shares of AI Inventors, LLC	348	3.002%

