

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8243480

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
IQ-ANALOG CORPORATION	10/16/2023

RECEIVING PARTY DATA

Name:	AMERICAN RESEARCH CAPITAL, LLC
Street Address:	5608 17TH AVENUE NW, SUITE 1614
City:	SEATTLE
State/Country:	WASHINGTON
Postal Code:	98107

PROPERTY NUMBERS Total: 32

Property Type	Number
Patent Number:	8654000
Patent Number:	8878577
Patent Number:	8917124
Patent Number:	8917125
Patent Number:	8957796
Patent Number:	9007108
Patent Number:	9030340
Patent Number:	9048858
Patent Number:	9098072
Patent Number:	9178528
Patent Number:	9281834
Patent Number:	9323226
Patent Number:	9979582
Patent Number:	9831888
Patent Number:	9912344
Patent Number:	10033398
Patent Number:	10110409
Patent Number:	10291226
Patent Number:	10305487
Patent Number:	10333524

PATENT

Property Type	Number
Patent Number:	10348263
Patent Number:	10418976
Patent Number:	10461764
Patent Number:	10498350
Patent Number:	10644717
Patent Number:	10962933
Patent Number:	11012083
Patent Number:	11405000
Patent Number:	11444819
Patent Number:	11483005
Patent Number:	11502645
Patent Number:	11663157

CORRESPONDENCE DATA

Fax Number: (314)612-7600

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.

Phone: 3144447600

Email: ipdept@lewisrice.com

Correspondent Name: LEWIS RICE LLC

Address Line 1: 600 WASHINGTON AVENUE, SUITE 2500

Address Line 4: ST. LOUIS, MISSOURI 63101

NAME OF SUBMITTER: CHRISTIE PADDOCK

SIGNATURE: /Christie Paddock/

DATE SIGNED: 10/26/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “**Agreement**”) is made and entered into on this the 16th day of October 2023 (the “**Effective Date**”) by and between IQ-Analog Corporation (the “**Assignor**”) and American Research Capital, LLC (the “**Assignee**”).

WITNESSETH

WHEREAS, as set forth in the Agreement and Consent to Acceptance of Collateral in Full Satisfaction of Obligations dated as of August 14, 2023, between Assignor and Assignee, Assignor agreed to surrender ownership and possession of all of its assets to Assignee, including, but not limited to, Assignor’s right, title, and interest in and to the patents and patent applications set forth on Exhibit A attached hereto and incorporated herein by this reference thereto (the “**Transferred Patents**”), and the right to recover damages and profits for past, present, or future infringement thereof; and

WHEREAS, Assignor is the current owner of the Transferred Patents (having done business under the names IQ-Analog Corporation, IQ-Analog, Inc., and IQ-Analog Corp.)_and desires to sell, assign, transfer and convey to Assignee, and Assignee desires to acquire and assume the Transferred Patents;

WHEREAS, Assignor warrants and represents that it does not own or possess any other intellectual property assets aside from those listed in Exhibit A, including but not limited to patents, patent applications, trademarks, copyrights, or other intellectual property, domestic or foreign;

NOW, THEREFORE, in consideration of these premises, and other good and valuable consideration, including that set forth in the Term Sheet, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby irrevocably assigns, transfers, and conveys onto Assignee and its successors and assigns and legal representatives, for the territory of the United States of America and the entire world (i) the full and exclusive right, title and interest in and to said Transferred Patents and all divisions, reissues, reexaminations, substitutions, continuations, continuations-in-part and extensions thereof, including any common law, statutory and other rights associated therewith (including all Transferred Patents listed under the names IQ-Analog Corporation, IQ-Analog, Inc., and IQ-Analog Corp.), (ii) the right to recover damages and profits for past, present, or future infringement, misappropriation or other violation thereof, and (iii) all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said Assignee for its own use and profit and the use and profit of its successors, assigns and legal representatives, to the full end of the term or terms for which Patents may be granted.

Assignor also hereby sells and assigns to said Assignee, its successors, assigns and legal representatives the full and exclusive rights, title and interest to the inventions disclosed in said Transferred Patents throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries.

2. **Authorization to Commissioner of Patents.** Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks in the United States of America, and any comparable governmental authority or agency outside of the United States of America in which such Transferred Patents are registered to transfer the Transferred Patents to Assignee (including all Transferred Patents listed under the names IQ-Analog Corporation, IQ-Analog, Inc., and IQ-Analog Corp.).

3. **Further Assurances.** From time to time after the Effective Date, and for no further consideration, Assignor will execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may be requested by Assignee to effect the assignment of all rights, title and interest in and to the Transferred Patents to Assignee, and to confirm and evidence such assignment and enable Assignee to secure, register, maintain, enforce and otherwise fully protect its rights, title and interest in and to the Transferred Patents. Assignor, upon Assignee's request, will take all further actions, and provide Assignee and its successors, assigns and legal representatives all such cooperation and assistance (including, but not limited to, the execution and delivery of any and all affidavits, declarations, oaths, powers of attorney and other documentation), to more fully effectuate the purposes of this Agreement. If Assignee opts to take action against any actual or suspected infringers or other violators of any of the Transferred Patents, upon Assignee's request, Assignor will provide Assignee all cooperation in connection therewith including, but not limited to, by offering testimony.

4. **Representation of Assignor.** Assignor represents and warrants that at the time of execution and delivery of this Agreement: (a) all the information contained in Exhibit A herein is correct; (b) Assignor exclusively owns all rights in the Transferred Patents without any encumbrances, and (c) Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

5. **Counterparts; Successors.** This Agreement may be executed in one or more counterparts, each of which will be considered an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and will become effective when one or more counterparts have been signed by each Party and delivered (by facsimile, electronic mail, or otherwise) to the other Party. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signatures. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or transferred by either Party (whether by operation of law or otherwise) without the prior written consent of the other Party.

6. **Governing Law.** THIS AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER STATE.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

ASSIGNOR:
IQ-ANALOG CORPORATION

ASSIGNEE:
AMERICAN RESEARCH CAPITAL, LLC

By: 

By: _____

Name: Benedict A Itri *10/16/2023*
Title: Executive Chairman IQ-Analog

Name: Robert Kummer
Title: Managing Member & CFO

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

ASSIGNOR:
IQ-ANALOG CORPORATION

By: _____

Name: Benedict A Itri
Title: Executive Chairman IQ-Analog

ASSIGNEE:
AMERICAN RESEARCH CAPITAL, LLC

By:  _____

Name: Robert Kummer
Title: Managing Member & CFO

EXHIBIT A

Title	Country Name	Patent No.	Filed Date	Issue Date
TIME-INTERLEAVED ANALOG-TO-DIGITAL CONVERTER FOR SIGNALS IN ANY NYQUIST ZONE	United States	8,654,000 B2	9/5/2012	2/18/2014
SYSTEM AND METHOD FOR FREQUENCY MULTIPLIER JITTER CORRECTION	United States	8,878,577 B2	11/15/2013	11/4/2014
FREQUENCY MULTIPLIER JITTER CORRECTION	United States	8,917,124 B1	10/1/2014	12/23/2014
INTERLEAVING ANALOG-TO-DIGITAL CONVERTER (ADC) WITH BACKGROUND CALIBRATION	United States	8,917,125 B1	10/10/2014	12/23/2014
SYSTEM CLOCK JITTER CORRECTION	United States	8,957,796 B2	10/6/2014	2/17/2015
FREQUENCY MULTIPLIER JITTER CORRECTION	United States	9,007,108 B1	12/8/2014	4/14/2015
N-PATH INTERLEAVING ANALOG-TO-DIGITAL CONVERTER (ADC) WITH BACKGROUND CALIBRATION	United States	9,030,340 B1	11/3/2014	5/12/2015
MEAN FREQUENCY CALIBRATION FOR A VOLTAGE CONTROLLED OSCILLATOR BASED ANALOG-TO-DIGITAL CONVERTER	United States	9,048,858 B1	2/10/2015	6/2/2015
TRAVELLING PULSE WAVE QUANTIZER	United States	9,098,072 B1	4/8/2015	8/4/2015
CURRENT IMPULSE (CI) DIGITAL-TO-ANALOG CONVERTER (DAC)	United States	9,178,528 B1	6/25/2015	11/3/2015

Title	Country Name	Patent No.	Filed Date	Issue Date
N-PATH INTERLEAVING ANALOG-TO-DIGITAL CONVERTER (ADC) WITH OFFSET GAIN AND TIMING MISMATCH CALIBRATION	United States	9,281,834 B1	10/29/2015	3/8/2016
SUB-RANGING VOLTAGE-TO-TIME-TO-DIGITAL CONVERTER	United States	9,323,226 B1	12/22/2015	4/26/2016
MULTI-ZONE ANALOG-TO-DIGITAL CONVERTER (ADC)	United States	9,979,582 B1	8/9/2017	5/22/2018
SORT-AND-DELAY TIME-TO-DIGITAL CONVERTER	United States	9,831,888 B1	6/6/2017	11/28/2017
SORT-AND-DELAY METHODS FOR TIME-TO-DIGITAL CONVERSION	United States	9,912,344 B1	9/17/2017	3/6/2018
MULTI-ZONE DIGITAL-TO-ANALOG CONVERTER (DAC)	United States	10,033,398 B1	10/18/2017	7/24/2018
MULTI-NYQUIST ZONE ANALOG-TO-DIGITAL CONVERTER (ADC)	United States	10,110,409 B1	4/27/2018	10/23/2018
SAMPLE-AND-HOLD CIRCUIT WITH ENHANCED NOISE LIMIT	United States	10,291,226 B1	9/27/2018	5/14/2019
NOR LOGIC GATE WITH DATA-INDEPENDENT DELAY	United States	10,305,487 B1	11/17/2018	5/28/2019
NAND LOGIC GATE WITH DATA-INDEPENDENT DELAY	United States	10,333,524 B1	3/7/2019	6/25/2019
V-BAND DIGITAL CONTROL BANDPASS AMPLIFIER	United States	10,348,263 B1	8/21/2018	7/9/2019

Title	Country Name	Patent No.	Filed Date	Issue Date
CHARGE STEERING TRANSMITTER	United States	10,418,976 B1	11/19/2018	9/17/2019
SYSTEM AND METHOD FOR INTERLEAVED DIGITAL-TO-ANALOG CONVERTER (DAC) CALIBRATION	United States	10,461,764 B1	6/4/2019	10/29/2019
MULTI NYQUIST-ZONE DIGITAL-TO-ANALOG CONVERTER (DAC)	United States	10,498,350 B2	6/20/2018	12/3/2019
PHASE ACCUMULATION DIGITAL-TO-ANALOG CONVERTER (DAC)	United States	10,644,717 B1	1/22/2029	5/5/2020
MULTIBIT PER STAGE PIPELINED TIME-TO-DIGITAL CONVERTER (TDC)	United States	10,962,933 B1	12/17/2020	3/3/2021
VOLTAGE-TO-TIME-TO-DIGITAL CONVERTER (VDTC) WITH COARSE ANALOG-TO-DIGITAL CONVERTER (ADC)	United States	11,012,083 B1	2/8/2021	5/18/2021
TRANSFORMER BASED VOLTAGE CONTROLLED OSCILLATOR (VCO)	United States	11,405,000 B1	4/7/2022	8/2/2022
ADAPTIVE DIGITAL RECEIVER PATH LINEARIZER	United States	11,444,819 B1	5/29/2022	9/13/2022
SYSTEM REFERENCE (SYSREF) SIGNAL SYSTEM AND METHOD	United States	11,483,005 B1	6/28/2022	10/25/2022
TRANSFORMER VOLTAGE CONTROLLED OSCILLATOR	United States	11,502,645 B1	6/16/2022	11/15/2022

Title	Country Name	Patent No.	Filed Date	Issue Date
JOINT ELECTRON DEVICES ENGINEERING COUNCIL (JESD) 204-TO-PERIPHERAL COMPONENT INTERCONNECT EXPRESS (PICLE) INTERFACE	United States	11,663,157 B1	11/22/2022	5/30/2023

PATENT

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RECORDED: 10/26/2023