

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM297829

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Flextronics International Ltd.		06/28/2012	COMPANY: SINGAPORE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DigitalOptics Corporation		
<b>Street Address:</b>	3025 Orchard Parkway		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95134		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77098519	VISTA POINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3038630223		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	303-863-2972		
<b>Email:</b>	sstavish@sheridanross.com		
<b>Correspondent Name:</b>	Sabrina Stavish		
<b>Address Line 1:</b>	1560 Broadway, Suite 1200		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	6894-1		
<b>NAME OF SUBMITTER:</b>	Sabrina C. Stavish		
<b>SIGNATURE:</b>	/Sabrina Stavish/		
<b>DATE SIGNED:</b>	03/11/2014		
<b>Total Attachments: 6</b>			
source=Assignment to DigitalOptics#page1.tif			
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TRADEMARK

## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is made and entered into this 28<sup>th</sup> day of June, 2012 (the "Effective Date"), by and between FLEXTRONICS INTERNATIONAL LTD., a public company limited by shares organized under the laws of the Republic of Singapore, ("Assignor" and "Seller") and DIGITALOPTICS CORPORATION, a Delaware corporation ("Assignee"). Each of Assignor and Assignee are sometimes referred to herein individually, as a "Party" and, together as the "Parties." Defined terms not specifically defined herein shall have the meanings ascribed to them in the Stock and Asset Purchase Agreement, dated as of March 1, 2012, as amended (the "Purchase Agreement"), by and among Seller, Assignee and Tessera Technologies, Inc., a Delaware corporation. Any capitalized terms used in this Assignment but not defined shall have the same meaning as ascribed thereto in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to assign to Assignee all of its rights, title and interest, including without limitation intellectual property rights, in and to the Transferred IP owned by Assignor;

WHEREAS, pursuant to the Patent Assignments, dated as of June 28, 2012, Seller and its affiliates have assigned all of their rights in and to the Transferred Patents;

WHEREAS, to effect the transfer of all other Intellectual Property Rights, and any other rights in Technology, that Seller has agreed to assign under the Purchase Agreement other than the rights in the Transferred Patents, (collectively, all such rights other than rights in the Transferred Patents, the "Assigned Intellectual Property") as contemplated in the Purchase Agreement, Assignor and Assignee desire to enter into this Assignment.

NOW, THEREFORE, in consideration of the mutual promises of the Parties, and for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee and its successors and assigns, all of the worldwide right, title, and interest, including all goodwill, of Assignor in and to the Transferred Documentation; the Transferred Marks listed on Exhibit A.
2. Assistance and Cooperation. Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment, including but not limited to executing all documents and doing all such acts and things as Assignee may in its absolute discretion consider necessary or desirable to enable any form of protection to be issued in respect of any of said Assigned Intellectual Property in any part of the world and to vest the same in the name of Assignee; provided that Assignor's obligation hereunder shall be limited at all times to obtaining the cooperation, if needed, of then current employees at such employee's place of employment.
3. Perfection and Recordation. Assignor shall prepare all paperwork that is necessary to perfect and record the assignments of the Assigned Intellectual Property that is subject to registration in the various jurisdictions, and Assignor shall be responsible for all expenses, including recordation expenses, associated therewith (but excluding any costs incurred by Assignee in the preparation or review of such paperwork).

4. Conflicts. Notwithstanding any other provisions of this Assignment to the contrary, each of Assignee and Assignor acknowledge and agree that the representations, warranties, covenants, agreements, conditions, indemnities, rights and remedies contained in the Purchase Agreement shall not be superseded, modified, replaced, amended, changed, rescinded, or in any way affected hereby, but shall remain in full force and effect to the full extent provided in the Purchase Agreement. This Assignment is subject to and controlled by the terms of the Purchase Agreement, and in the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Further Actions. Assignor covenants and agrees, at its own expense, to execute and deliver, at the request of Assignee, such further instruments of transfer and assignment and to take such other actions as reasonably requested by Assignee to more effectively consummate the assignments and assumptions contemplated by this Assignment; provided that after the date hereof, Assignor's obligation hereunder shall be limited at all times to obtaining the cooperation, if needed, of then current employees at such employee's place of employment to effectuate such transfer and assignment.

6. Governing Law. This Assignment and any disputes hereunder shall be governed by and construed in accordance with the domestic laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of California.

7. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, by telecopy with answer back, by express or overnight mail delivered by a nationally recognized air courier (delivery charges prepaid), by registered or certified mail (postage prepaid, return receipt requested) or by e-mail with receipt confirmed by return e-mail to the respective Parties as set forth below, or such other address as set forth in Purchase Agreement, in the same manner, by such Party. Any notice or communication delivered in person shall be deemed effective on delivery. Any notice or communication sent by e-mail, telecopy or by air courier shall be deemed effective on the first business day following the day on which such notice or communication was sent. Any notice or communication sent by registered or certified mail shall be deemed effective on the third business day following the day on which such notice or communication was mailed.

8. Binding Assignment. No Party may, directly or indirectly, in whole or in part, whether voluntarily or involuntarily or by operation of law or otherwise, assign or transfer this Assignment and the rights granted to it hereunder without the other Party's prior written consent, which consent may be granted or refused at the other Party's sole discretion. Notwithstanding the foregoing, either Party may assign this Assignment and the rights granted to it hereunder, subject to its obligations, to a successor in interest without the consent of the other Party upon any merger, acquisition, reorganization, change of control, or sale of all or substantially all of the assets or business of such Party or the sale of all or substantially all of the camera module assets or the business. Any assignment or attempted assignment in violation of this Section shall be null and void from the beginning, and shall be deemed a material breach of this Assignment.

9. Relationship Between Parties. Assignee and Assignor shall at all times and for all purposes be deemed to be independent contractors and neither Party, nor either Party's employees, representatives, subcontractors or agents, shall have the right or power to bind the other Party. This Assignment shall not itself create or be deemed to create a joint venture, partnership or similar association between Assignee and Assignor or either Party's employees, representatives, subcontractors or agents.

10. Third Party Beneficiaries. The terms and provisions of this Assignment are intended solely for the benefit of Assignee and its Affiliates, on the one hand, and Assignor and its Affiliates, on the other hand. It is not the intention of the Parties to confer third-party beneficiary rights upon any other person or entity, and this Assignment does not (shall not be construed to) confer any right or cause of action in, upon or on behalf of any other person or entity, and no person or entity (including any of employee or former employee of any of the Parties) other than Assignee or its Affiliates and Assignor or its Affiliates shall be entitled to rely on any provision of this Assignment in any action proceeding, hearing or other forum.

11. Severability. In the event that any clause, sub-clause or other provision contained in this Assignment shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such clause, sub-clause or other provision shall to that extent be severed from the remaining clauses and provisions, or the remaining part of the clause in question, which shall continue to be valid and enforceable to the fullest extent permitted by law.

12. No Waiver; Remedies Cumulative. Failure or neglect by a Party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of such Party's rights hereunder nor in any way affect the validity of the whole or any part of this Assignment nor prejudice such Party's rights to take subsequent action. All rights and remedies conferred under this Assignment or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently.

13. Amendment. Any term of this Assignment may be amended, modified, rescinded, canceled or waived, in whole or in part, only by a written instrument signed by each of the Parties' authorized representatives or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Section shall be binding upon the Parties and their respective successors and assigns.

14. Counterparts. This Assignment may be executed in two or more counterparts, all of which, taken together, shall be considered to be one and the same instrument.

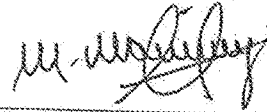
15. Headings; Construction. The headings to the clauses, sub-clauses and parts of this Assignment are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Assignment. The terms "this Assignment," "hereof," "hereunder" and any similar expressions refer to this Assignment and not to any particular Section or other portion hereof. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this Assignment. As used in this Assignment, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation" and "discretion" means sole discretion.

16. Entire Assignment. With the exception of the Purchase Agreement and the Ancillary Agreements, this Assignment supersedes any arrangements, understandings, promises or agreements made or existing between the Parties prior to or simultaneously with this Assignment and, together with the Purchase Agreement and the Ancillary Agreements, constitutes the entire understanding between the Parties.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as at the Effective Date.

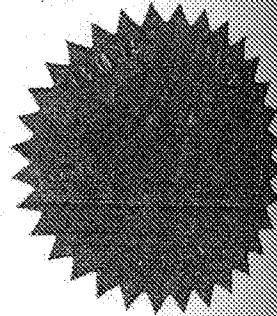
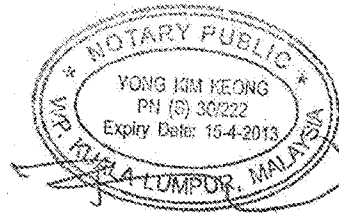
FLEXTRONICS INTERNATIONAL LTD.



By:

Name: Manny Marimuthu

Title: Authorized Signatory



[Signature Page to Intellectual Property Assignment]

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SV882348.5

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REEL: 005235 FRAME: 0346

IN WITNESS WHEREOF, Assignee has caused this Assignment to be executed as of the Effective Date.

DIGITALOPTICS CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGEMENT:

STATE OF CALIFORNIA            )  
  ) SS:  
COUNTY OF                    )

On \_\_\_\_\_ before me \_\_\_\_\_, personally appeared \_\_\_\_\_ 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 \_\_\_\_\_

**Exhibit A**  
**Transferred Marks**

Trademark	Country	Classes	Appl. No.	Filing Date	Reg No.	Issue Date	Owner (Asset Selling Entity)	Status
VISTA POINT	China	9	6199619	8/02/2007	6199619	03/07/2010	Flextronics International Ltd.	Registered
VISTA POINT	Europe (CTM)	9, 40, 42	6162176	8/2/2007	6162176	07/31/2008	Flextronics International Ltd.	Registered
VISTA POINT	India	9	1586560	8/1/2007			Flextronics International Ltd.	Pending Publication
VISTA POINT	Malaysia	9	7015093	8/2/2007	7015093	2/2/2007	Flextronics International Ltd.	Registered
VISTA POINT	U.S.	9	77098519	2/2/2007	4067358		Flextronics International Ltd.	Pending

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