

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM365565

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
O2Micro International Limited		12/23/2013	CORPORATION: CAYMAN ISLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	O2 Holdings Limited		
<b>Street Address:</b>	260 Bath Road		
<b>City:</b>	Slough, Berkshire		
<b>State/Country:</b>	ENGLAND		
<b>Postal Code:</b>	SL1 4DX		
<b>Entity Type:</b>	CORPORATION: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77432842	O2SECURITY	
<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>	415-706-7937		
<b>Email:</b>	carl.durham@o2micro.com		
<b>Correspondent Name:</b>	Carl Durham		
<b>Address Line 1:</b>	3118 Patrick Henry Drive		
<b>Address Line 4:</b>	Santa Clara, CALIFORNIA 95054		
<b>NAME OF SUBMITTER:</b>	Carl Durham		
<b>SIGNATURE:</b>	/Carl Durham/		
<b>DATE SIGNED:</b>	12/11/2015		
<b>Total Attachments: 2</b>			
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## TRADE MARK

**THIS ASSIGNMENT** is made this 23rd day of December 2013

### BETWEEN

O2 MICRO INTERNATIONAL, a company organised and existing under the laws of the Cayman Islands, of The Grand Pavilion, West Bay Road, P.O. Box 32331 SMB, George Town, Grand Cayman ("the Assignor" which expression shall include its successors and assigns)

### AND

O2 HOLDINGS LIMITED, a company organised and existing under the laws of England and Wales, of 260 Bath Road, Slough, Berkshire, SL1 4DX ("the Assignee" which expression shall include its successors and assigns)

### RECITALS :

- (A) The Assignor is the proprietor of the trade marks ("the Trade Marks") the subject of the registrations ("the Registrations") details of which is set out in the Schedule hereto and form part of this assignment.
- (B) The Assignor has agreed to assign all its right, title, interest and property in the Trade Marks and the Registrations, together with all ancillary rights relating thereto to the Assignee upon the following terms

### OPERATIVE PROVISIONS :

1. In consideration of the sum of USD \$75,000 paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged) the Assignor hereby assigns with full title guarantee unto the Assignee all rights, title, interest and property in the Trade Marks, the full and exclusive benefit thereof, all common law rights connected with the Trade Marks and any copyright rights which may subsist in the Trade Marks and all rights, privileges and advantages appertaining thereto, together with the right to recover and to bring proceedings to recover damages and/or to obtain other remedies in respect of infringement of any registration arising from the registration and/or any rights in or relating to the Trade Marks whether committed before or after the date of this assignment, to the intent that the Trade Marks and the Registrations shall be in the name of and shall vest in the Assignee together with the goodwill of the Assignor in the goods, services and business connected with the Trade Marks TO HOLD the same unto the Assignee absolutely.

2. At the request of the Assignee, the Assignor will execute and sign all such instruments, applications, deeds, documents and do all such acts and things as may be reasonably required by the Assignee to enable the Assignee or its nominee to: (a) enjoy the full and exclusive benefit of the Trade Marks and the Registrations and of the property rights hereby assigned, (b) fully and effectively vest the same in the Assignee and (c) formally register the Assignee's title in the same at the relevant Patent Office.
  
3. The Assignor acknowledges that the Assignee wishes to rely where possible on the Assignor's past use and enforcement of the Trade Marks. The Assignor therefore agrees that it will retain (or secure the retention of) records relating to use of the Trade Marks in its possession or control, or that of its affiliates or subsidiaries, prior to the execution of this agreement. In the event of the filing of an action to cancel a Registration, the Assignor shall provide all retained records in its possession or control to the Assignee, upon execution of a suitable confidentiality agreement, for use by the Assignee to oppose the cancellation, with such records to be produced by the Assignor within sixty (60) days of receipt of a written request.
  
4. The Assignor hereby covenants and undertakes that the Assignor has not done or omitted to do and will not do or omit to do any act, matter or thing whereby the Trade Marks and the Registrations may be invalidated.
  
5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns as well as any subsidiary companies of the parties hereto.
  
6. The parties will co-operate and consult with one another in good faith, if necessary in the future to carry out the intent of this agreement.
  
7. This Agreement shall be governed by and construed in accordance with the laws of England & Wales and the parties for this purpose hereby submit to the exclusive jurisdiction of the Courts of Australia.

**IN WITNESS** whereof the parties have executed this document on the first date above written.

<p><b>SIGNED</b>, for and on behalf of  O2 MICRO INTERNATIONAL  in the presence of:</p>	<p>) ) )</p>	<p>(Signatory) _____  (Witness) _____</p>
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<p><b>SIGNED</b>, for and on behalf of  O2 HOLDINGS LIMITED  in the presence of:</p>	<p>) ) )</p>	<p>(Signatory) _____  (Witness) _____</p>
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