

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM458210

<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>
BiTMICRO Networks, Inc.		07/25/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NVXL Technology, Inc.		
<b>Street Address:</b>	48073		
<b>City:</b>	Fremont		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94538		
<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>	87099094	THE PLUG-IN PERFORMANCE PLATFORM	
<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>	15103669730		
<b>Email:</b>	suriarte@bitmicro.com		
<b>Correspondent Name:</b>	Stephen Uriarte		
<b>Address Line 1:</b>	47929 Fremont Blvd		
<b>Address Line 4:</b>	Fremont, CALIFORNIA 94538		
<b>NAME OF SUBMITTER:</b>	Stephen R. Uriarte		
<b>SIGNATURE:</b>	/Stephen R. Uriarte/		
<b>DATE SIGNED:</b>	01/16/2018		
<b>Total Attachments: 29</b>			
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## ASSET TRANSFER AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This ASSET TRANSFER AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “*Agreement*”) is entered into as of February 28, 2017 by and between BiTMICRO Networks, Inc., a California corporation (“*Seller*”), and NVXL Technology, Inc., a Delaware corporation (“*Buyer*”).

WHEREAS, Buyer has agreed to purchase from Seller and Seller has agreed to sell, transfer, convey, assign and deliver, or cause to be sold, transferred, conveyed, assigned and delivered to Buyer all of Seller’s right, title and interest in Seller’s assets and Technology including all Derivatives and other Intellectual Property rights described in Exhibit A (the “*Purchased Assets*”), which the Board of Directors of Seller has determined in good faith to be valued at \$8,985,000, in partial exchange for the Buyer’s issuance to Seller of 34,000,000 shares of Buyer’s Common Stock (the “*Shares*”).

WHEREAS, Seller has agreed to contribute \$500,000 in cash to the Buyer, together with the transfer and assignment of the Purchased Assets, in full exchange for the issuance of the Shares.

WHEREAS, Concurrent with the execution and delivery of this Agreement, as a material inducement to Buyer and Seller to enter into this Agreement, each employee listed in Exhibit B (the “*Transferred Employees*”) is accepting an offer letter from Buyer.

WHEREAS, the Seller and Buyer intend the transactions contemplated above to qualify as a nontaxable transaction pursuant to §351 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the parties hereto agree as follows:

1. **Sale, Transfer and Assignment of Purchased Assets.** In accordance with and subject to the terms and conditions set forth in this Agreement, in partial consideration of the issuance by the Buyer to Seller of the Shares, the receipt and sufficiency of which is hereby acknowledged, Buyer hereby purchases from Seller and Seller hereby sells, transfers, conveys, assigns, releases and delivers to Buyer, and its successors and assigns, all of Seller’s right, title and interest in each and all of the Purchased Assets (including all patents, patent applications, copyrights, mask works, trade secrets and other Intellectual Property rights and moral rights, along with any registrations of or applications to register any such rights) free and clear of any Encumbrances. Except as set forth in Section 3 below, the Purchased Assets are provided “as is” and without warranty of any kind, express, implied or statutory, including without limitation any warranty of merchantability or fitness for a particular purpose.
2. **Representations and Warranties.** Seller represents and warrants that Seller is the sole owner, inventor and/or author of, and that Seller owns, and can grant exclusive right, title and interest in and to, each of the Purchased Assets and that none of the Purchased Assets is subject to any dispute, claim, prior license or other agreement, assignment, lien or rights of any third party, or any other rights that might interfere with the Buyer’s use, or exercise of ownership of, any Purchased Asset. Seller further represents and warrants to the Buyer that the Purchased Assets are free of any claim of any prior employer or third party client of Seller or any school, university or other institution, and that Seller is not aware of any claim by any third party to any rights of any kind in or to any of the Purchased Assets. Seller further represents that each employee or independent contractor of Seller and who is or was involved in the creation or development of the Purchased Assets has signed a valid, enforceable agreement containing an assignment of all

Intellectual Property rights pertaining to such Purchased Assets to Seller and confidentiality provisions protecting Intellectual Property rights in the Purchased Assets.

3. **Definitions.**

**Derivative.** The term “*Derivative*” means: (a) any derivative work of the Technology (as defined in Section 101 of the U.S. Copyright Act); (b) all improvements, modifications, alterations, adaptations, enhancements and new versions of the Technology (the “*Technology Derivatives*”); and (c) all technology, inventions, products or other items that, directly or indirectly, incorporate, or are derived from, any part of the Technology or any Technology Derivative.

**Intellectual Property.** The term “*Intellectual Property*” means, collectively: (i) all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets and (ii) all worldwide patents, patent applications, copyrights, copyright registrations, moral rights, trade names, trademarks, service marks, domain names and registrations and/or applications for all of the foregoing, trade secrets, know-how, mask work rights, rights in trade dress and packaging, goodwill and all other intellectual property rights and proprietary rights relating in any way to the Technology, any Derivative or any Embodiment, whether arising under the laws of the United States of America or the laws of any other state, country or jurisdiction.

**Embodiment.** The term “*Embodiment*” means all documentation, drafts, papers, designs, schematics, diagrams, models, prototypes, source and object code (in any form or format and for all hardware platforms), computer-stored data, diskettes, manuscripts and other items describing all or any part of the Technology, any Derivative, any Intellectual Property rights or any information related thereto or in which all of any part of the Technology, any Derivative, any Intellectual Property right or such information is set forth, embodied, recorded or stored.

**Technology.** The term “*Technology*” means all know how, software in both source and object code forms, drawings, designs, technology, ideas, processes, formulas, compositions, data, techniques, improvements, inventions (whether patentable or not), works of authorship, mask works, trade secrets, domain names, URLs, web sites, unique names, logos used or proposed to be used in the business, business and product development plans, market studies, financial projections, customer lists, and all other information and items relating the Purchased Assets, as well as any precursors, derivatives, modifications, and improvements to the same, and any related materials (including but not limited to documentation, designs, algorithms, notes, etc. related thereto).

4. **Further Assurances.** Seller hereby covenants and agrees to cooperate and cause its affiliates to cooperate with Buyer from time to time on or after the date hereof, upon request of Buyer, and without further consideration, to take all actions and to execute, deliver and if necessary, file, all other documents and instruments reasonably necessary or appropriate to fully evidence, vest, perfect and confirm, document, record and carry out the contribution, sale, assignment, transfer and delivery of the Purchased Assets contemplated by this Agreement and Buyer’s ownership of all rights, title and interests therein, with any expenses associated therewith to be paid by Buyer.
5. **Unassignable Assets.** To the extent that any of the Purchased Assets are not assignable or otherwise transferable by Seller to Buyer, as the case may be, without the consent, approval or waiver of another party thereto or any third party (including any governmental agency), or if such assignment or transfer would constitute a breach thereof or of any other material contract binding upon Seller, or a violation of any applicable law, then this Agreement shall not constitute an

assignment or transfer (or an attempted assignment or transfer) thereof until such consent, approval or waiver of such party or parties has been duly obtained.

6. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of California, without reference to such state's principles of conflicts of law.
7. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by any of the parties hereto without the prior written consent of the other party hereto, and any such assignment without such prior written consent shall be null and void. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.
8. **Severability.** If any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall be interpreted so as reasonably to effect the intent of the parties hereto. The parties hereto shall use all reasonable best efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.
9. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other party hereto, it being understood that all parties hereto need not sign the same counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Asset Transfer and Intellectual Property Assignment Agreement to be executed and delivered by their respective representatives thereunto duly authorized, all as of the date first above written.

**BUYER:**

**NVXL TECHNOLOGY, INC.**

By: Jeffrey Bunting

Name: Jeffrey Bunting

Title: Chief Executive Officer

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Asset Transfer and Intellectual Property Assignment Agreement to be executed and delivered by their respective representatives thereunto duly authorized, all as of the date first above written.

**SELLER:**

**BITMICRO NETWORKS, INC.**

By: David Shapoval

Name: David Shapoval

Title: Chief Executive Officer

**Exhibit A**  
**Purchased Assets**

The "Purchased Assets" means all of Seller's right, title and interest in and to the following:

1. All technology for the NVXL "plug and play platform", including hardware designs and simulations, board designs, plans, firmware, driver software, kernel software, test results, algorithms and any intellectual property developed during or for the Robotron and Joust programs.
2. Annex A-1 ("*Applications and Registrations*")
3. Annex A-2 ("*Tangible Assets*")



**ANNEX A-1**

Applications and Registrations:

<b>Internal Number</b>	<b>Docket No.</b>	<b>Title</b>	<b>Inventors</b>
-	6005.033PCT-EP	Method and System for Controlling Data in a Computer System in the Event of a Power Failure	Roland Portman Ricardo Bruce
	6005.015CON2	Multilevel Memory Bus System	Rey Bruce Ricardo Bruce Patrick Bugayong Joel Baylon
	6005.006TW-DIV	Data Storage System, Data Structure and Data Storage Method	Rey Bruce Ricardo Bruce Patrick Bugayong Joel Baylon
	6005.050CON	Solid State Drive with Improved Enclosure Assembly	Rogelio Mangay-ayam Elbert Esguerra Jerico Parazo Christopher Galvez Allan Cruz
ASIC-2005-008-01	6005.013	Flash Array RAID In Flash Electronic Disks	Joey Climaco Raquel David
ASIC-2005-009-00	6005.014	Bus Arbitration With Routing And Failover Mechanism	Ricardo H. Bruce Cyrill Coronel Ponce Jarmie De La Cruz Espuerta
ASIC-2005-011-01	6005.016	Scatter-Gather Approach For Parallel Data Transfer In A Mass Storage System	Ricardo H. Bruce Aynher Villar Santos Marlon Basa Verdan Elsbeth Lauren Tagayo

			Villapana
ASIC-2005-016-00	6005.018	Embedded System Boot From A Storage Device	Alvin Anonueva Manlapat Ian Victor Pasion Beleno
ASIC-2005-016-00	6005.018CON	Copying of Power-on Reset Sequencer Descriptor from Nonvolatile Memory to Random Access Memory	Alvin Anonueva Manlapat Ian Victor Pasion Beleno
ASIC-2005-019-00	6005.019	Multi-Level Message Passing Descriptor	Ricardo H. Bruce Bernard Sherwin Leung Chiw Margaret Anne Nadonga Somera
	6005.053CON2	Electronic Storage Device	Rolando H. Bruce Reyjan C. Lauza, Jose Miguel N. Lukban Mark Ian A. Arcedera Ryan C. Chong
ASIC-2005-021-00	6005.020_	Configurable Serial Attached SCSI (SAS) Link-Phy To Serial Attached SCSI Port Aggregation	Ricardo H. Bruce Ricky Sevilla Nite Mignon Manapsal Fernandez
ASIC-2005-023-01	6005.021	IOC To IOC Distributed Caching Architecture	Lawrence Moldez Salazar Bernard Sherwin Leung Chiw

ASIC- 2005- 024-00	6005.022	Multi-Chip Memory Controller Connected To A Plurality of Memory Array Via Communication Bus	Ricardo H. Bruce Jarmie De La Cruz Espuerta Marlon Basa Verdan
ASIC- 2006- 001-00	6005.024	Direct Memory Access Controller With RAID Hardware Assist	Noeme Paz Mateo Federico Zalzos Sambilay
ASIC- 2005- 007-01	6005.025	Flash Electronic Disk With RAID Controller	Joey Barreto Climaco Raquel Bautista David
AdvSW- 2005- 001-00	6005.044	Read-Modify-Write Reduction Using Pre- Erase	Roland H. Bruce Ricardo H. Bruce Leandro Quitilig Galvez
ASIC- 2005- 014	6005.017CON	Memory Transaction With Reduce Latency	Rey H. Bruce Ricardo H. Bruce Elsbeth Lauren Tagayo Villapana
BNI- 2011	6005.055CIP	Bit-Mapped Dependency Table	Cyrril C. Ponce Marizonne O. Fuentes Gianico G. Noble
features added to ASIC- 2005- 016	6005.018CIP	Embedded System Boot From A Storage Device	Alvin Anonueva Manlapat Ian Victor Pasion Beleno
ASIC- 2005- 012-00	6005.071	A Systematic Method On Queuing Of Descriptors For Multiple Flash Intelligent DMA Engine Operation	Marlon B. Verdan Rowenah Michelle D. Jago-on
ASIC- 2005- 013-00	6005.072	Interrupt Coalescing	Arnaldo Cristobal Marlon Verdan

ASIC-2005-015-01	6005.073	External-CopyBack - Flash Device Copy Back With Data Modification	Marlon B. Verdan Marizonne O. Fuentes Cyrill C. Ponce
BNI-2014-002	6005.058	Writing Volatile Scattered Memory Metadata To Flash Device	Marvin Fenol Jik-Jik Abad Precious Nezaiah Pestano
BNI-2014-007	6005.063	Scrambling SSD Data Contents Through Software Method	Amor Leo Ricaborda Alain Vincent Abitria Richard C. Cantong
BNI-2014-008	6005.067	A Method For Transferring And Receiving Frames Across PCI Express Bus For SSD Device	Amor Leo Ricaborda Alain Vincent Abitria Rose Fay Orcullo
BNI-2014-010	6005.061	Valid Data Compression On SSD	Marvin Fenol Jik-Jik Abad Precious Nezaiah Pestao Jovanni Parairo
ASIC-2005-014-01	6005.017CON-CIP	Reduced Latency Memory Read Transactions In Storage Devices	Marlon B. Verdan Rey H. Bruce Ricardo H. Bruce Elsbeth Lauren Villapana
	6005.026CON	Adaptive Power Cycle Sequences For Data Recovery	Rolando H. Bruce Richard A. Cantong Marizonne O. Fuentes
	6005.068	Data Storage System	Marvin Dela Cruz Fenol Jik-Jik Oyong Abad Precious Nezaiah Umali

			Pestano
	6005.069	Memory System For Configuring Data And Commands	Amor Leo Ricaborda Alain Vincent Abitria Richard C. Cantong et al.
	6005.013CIP	Flash Array RAID Across A Network-Like Fabric Flash Interconnect	Joey Climaco Raquel David Marlon Verdan
ASIC-2005-009(Z02)	6005.014CIP	Bus Arbitration With Routing And Failover Mechanism	Ricardo H. Bruce Cyrill Ponce Jarmie Espuerta Marlon Verdan
	6005.016CIP	Scatter-Gather Approach For Parallel Data Transfer In A Mass Storage System	Ricardo H. Bruce Avnher Santos Marlon Verdan Elsbeth Lauren Villapana
	6005.027CIP	Write Buffering	Rolando H. Bruce Elmer Dela Cruz Mark Ian Arcedera
	6005.023CON	Storage System With Distributed ECC Capability	Rey H. Bruce Joey B. Climaco Noeme P. Mateo
	6005.062	Write-To-Flash Elimination Of Patterned-Data Host Writes	Carlos Jr. Jones Jik-Jik Abad Mark Edward Belmonte

	6005.065	Temporal RAID For Data Protection In Flash Programing	Bharadwaj Pudipeddi
	6005.055CON	Hardware-Assisted DMA Transfer with Dependency	Cyrill C. Ponce et al.
	6005.059	Logging An Update In A Flash Device	Precious Nezaiah Umali Pestano et al.
	6005.060_	Scan Cache Fill	Benedict Centeno Bantigue et al.
	6005.027CON	Multi-Leveled Cache Management In A Hybrid Storage System	Rolando H. Bruce et al.
	6005.053CON3	Reducing Erase Cycles In An Electronic Storage Device That Uses At Least One Erase-Limited Memory	Rolando H. Bruce et al.
	6005.054CON	Self-Test Solution For Delay Locked Loops	Edzel Gerald Dela Cruz Raffinan
	6005.056P	Multi-Mode Device For Flexible Provisioning	Bharadwaj Pudipeddi et al.
	6005.057P	Multi-Chip Interconnect	Ricardo H. Bruce Marlon B. Verdan
	6005.017CON-CIP2	Memory Interface With An Expandable Architecture That Provides Reduced Latency	Marlon Verdan et al.
	6005.017CON-CIP3	Multi-Dimensional Memory	Marlon Verdan et al.

	6005.019CON	Multi-Level Message Passing Descriptor	Ricardo H. Bruce et al.
	6005.017CON-CIP4	Computer System With Reduced Latence	Ricardo H. Bruce et al.
	6005.074	Fast Consistent Write In A Distributed System	Bharadwaj Pudipeddi
	6005.064	Merging multiple host commands to a single frame to a Nonvolatile memory device	Richard C. Cantong, Amor Leo Ricaborda, Alain Vincent Abitria
	6005.066	Cache Descriptor	Ricardo Bruce, Albert Realo, Ron Palacol
	6005.062	Hybrid Multi-Tiered Caching Storage System	Marlon Verdan

Trademarks:

Trademark Serial No.	Trademark
Trademark serial no. 87053149	“NVXL”

URLs:

1. <http://www.nvxltech.com/>

**ANNEX A-2**

Serial No.	Asset description
YK10LN4360H8	System X 7915EKU 2U Rack Server,Intel Xeon E5-2670
	HP Pavillon Touchsmart 15 Notebook PC 15-n293cl
	HP Pavillon Touchsmart 15 Notebook PC 15-n293cl
FY26X12	Dell Precision T7610 CTO Base
	ASUS G10AC-US00 i7-4770, 32GB, 1TB, GTX
	Q-SEE 16 channel HD NVR security systems w/3TB HDD
(IT room US)	SUPERMICRO SYSTEM : SYS-2028R-C1R
S10924124A21776	SUPERMICRO SYSTEM : SSG-6047R-E1R36N.cmf
PH	SUPERMICRO SYSTEM : SYS-4048B-TRFT
PH	HP Pavillion touchsmart 14-N054TX Silver
PH	SUPERMICRO SYSTEM : SYS-6037R-TXRF
PH	Intel Core i7-4790K Processor
PH	Intel Core i7-4790K Processor
PH	Intel Core i7-4790K (3.6GHZ) 8MB/4cores/8threads/
S210-X22RQ	Quanta 2U server 2x 3.5" server JBOD SATA
C83600A30L80025	Supermicro 3U 16Bay server, X9DRL-iF Motherboard
PH	HP Touchsmart
	HP - 15R253CL
C8350LD30A20078	Supermicro 3U 16Bay server
	Supermicro 3U System
PH	BGA 18x14-M17x13-1-152 Test socket
	Macbook Pro
	Dell Inspiron 15-7537
PH	Intel 750 Series SSDPE2MW012T4R5 2.5" 1.2TB PCIe
	Dell NYF0Y 400GB NVMe PCIe Gen3 SSD
FCH1905V082	CISCO Intel Xeon E-5-2680V2/2.8 GHz Processor
	Microsoft Surface Pro 3 (512 GB, Intel Core i7
PH	Super Micro 2U System, X9DRX+-F Mother Board
	Macbook Air/13" Macbook PRO
CN-0VGTFG-64180-525-0MUL	Dell Ultra Sharp Monitor 1U2715H 7 inch
C8350LD33A90056	Super Micro SYS-6038R-TXROTO-1, Optimized X10DRX,
C8350LD30A20079	Super Micro SYS-6038R-TXROTO-1, Optimized X10DRX,
	HP Pavillion Notebook : 15-ab173cl



	HP Pavillion Notebook : 15-ab173cl
PH	DELL Power Vault NX400 Network attached server
PH	Supermicro Server : SYS-6038R-TXR
PH	SUPERMICRO 4048B-TR4FT Fully Built System:SY4020SM
	LENOVO : 80R4 Notebook Flex
	MACBOOK
CN-0VGTFG-64180-525-0MUL	Dell Ultra HD 4K Monitor
PH	Intel 6th Gen Core i5-6400 Processor
PH	Intel Core i7-4790K Processor
	HP Pavillion Notebook : 15-ab253cl
	Lenovo ThinkPad T450s
	HP Pavillion touchscreen: 15t Intel Core i7
	Dell XPS 13 Touch
PH	Lenovo Flex 3 Series 2 in 1 Touchscreen Laptop
	AIC 1U 8 NVMe Xeon System (Haswell)
PH	EDC Sockets
PH	EDC Sockets
	Apple Macbook Pro 15 INCH
	Alaric Instant-DevKit Arria10 SoC FMC ID
	Alaric Instant-DevKit Arria10 SoC FMC ID
	Alaric Instant-DevKit Arria10 SoC FMC ID
PH	Alaric Instant-DevKit Arria10 SoC FMC ID
	Cross-COTS version of ALARIC-board only
	Cross-COTS version of ALARIC-board only
	Cross-COTS version of ALARIC-board only
PH	Test PC - MB ASROCK X99 EXTREME4 RT C
	HP-ENVY 17.3" Touch Screen Laptop-Intel Core i7
	Accelleration Test Bed PC w/ GPU for development
	HP-ENVY 17.3" Touch Screen Laptop-Intel Core i7
LFTRRZAR3707188	VIZIO E60-C3 LCD Display for gaming rig
MB859736617	Nintendo 4 gaming machine - CUH-1215A
DIMP004182CC	Pioneer Multi-channel receiver (Year: 2004) VSX-52TX)
110426	Bose music monitor speaker
100000154819900	ProCinema Speaker E1MB1103HA37688
100000154819910	ProCinema Speaker E1MB1103HA37688
027027941620702AC	Bose speaker - slim
027027941620702BC	Bose speaker - slim
	Leather sofa for gaming area plus pillows and rug
	Table for gaming system
	NVXL Exhibit Booth Frame
02X4HCKGA00832W	Monitor 1: Samsung Model S27D360H

02X4HCHG505959H	Monitor 2: Samsung Model S27D360H
	Keyboard: 1 Mouse: 1
02X4HCPF903423R	Monitor: Samsung Model S27D360H
	Keyboard: 1 Mouse: 1
	Others: Tables: 2 Chairs: 3 White Board: 1 File Cabinet: 2 Phone: 1
0LT2HTQH104520T	Monitor: Samsung Model S27E390H
	Keyboard: 1 Mouse: 1
6CM62008MB	Monitor 1: HP 27 x W
6CM620089H	Monitor 2: HP 27 x W
	Keyboard: 1 Mouse: 1
	BISHOP Desktop Tables: 3 Chairs: 3 White Board: 1 Phone: 1
02X4HCKG700636F	Monitor 1: Samsung Model S27D360H
02X4HCKG900760Z	Monitor 2: Samsung Model S27D360H
	Keyboard: 1 Mouse: 1
	Others: SAGE Desktop Tables: 1 Chairs: 3 White Board: 1
02X4HCPF903243R	Monitor: Samsung Model S27D360H
	Keyboard: 1 Mouse: 1
02X4HCKG900757H	Monitor 1: Samsung Model S27D360H
02X4HCKGA00814X	Monitor 2: Samsung Model S27D360H
	Keyboard: 1 Mouse: 1
	Others: Tables: 3 Chairs: 3 White Board: 1 Phone: 1
02X4HCKG900760Z	Monitor: Samsung Model S27D360H
	Keyboard: 1 Mouse: 1
	Others: Tables: 1 Chairs: 1 White Board: 1
02X4HCKGA03407L	Monitor: Samsung Model S27D360H
	Keyboard: 1 Mouse: 1
	Others: Desk: 1

	Two drawer file cabinet: 1 Drawer Unit: 1 Metal overhead bookshelf: 1 Phone: 1 Clock: 1 Tables: 1 Chairs: 2 White Board: 1
02X4HCHG901681M	Monitor: Samsung Model S27D360H
	Keyboard: 1 Mouse: 1
	Others: Tables: 2 Two drawer file cabinet: 1 Five drawer file cabinet: 1 Drawer Unit: 1 Phone: 1 Tables: 1 Chairs: 2 White Board: 3
CN-0V7WP9-74445-ANAL	Monitor: Dell
	Keyboard: 1 Mouse: 1
	Others: Desk, Mohagony 4 sectional - 1 Tall Mohagony cabinet: 1 Desk cabinet: 1 Two drawer file: 1 Mohagony two drawer unit: 1 White board: 1 Sofa (fabric): 1 Coffee table: 1 Side table: 1 Stationary chair (fabric): 1 Painting: 1 Phone: 1 Swivel chair: 1
CN-0VGTFG-64180-525-0MUL	Monitor 1: Dell
ACYC20A001888	Monitor 2: AOC
	Keyboard: 1 Mouse: 1
	Others: Desk, Mohagony 3 sectional - 1 Tall Mohagony cabinet: 1 Wall mounted cabinet/shelf: 2 Round table: 1 Chairs: 4 Swivel chair: 1 Drawer unit: 1 Phone: 1
02X4HCKG900761V	Monitor: Samsung Model S27D360H
	Monitor: Samsung Model S27D360H
	Keyboard: 2 Mouse: 2

	Computer: ASUS G10AC (See above - borrowed)
	Others: Desk, three-sectional: 1 Three drawer unit: 1 1/2 round table: 1 Leather sofa: 1 Small refrigerator: 1 Cork board: 1 Stationary chair: 1 Swivel chair: 2 White board: 1
	Monitors: (Personal equipment includes: Computer, Two Monitors, large injet printer, label printer, keyboard, mouse, docking station, )
	Others: Desk, four-sectional: 1 Wall mounted bookshelf/cabinet (3 section): 1 Two drawer file cabinet: 1 Bookshelves: 2 Cork board: 1 White board: 2 Swivel chairs: 2 Stationary fabric chair: 1 Three drawer unit: 1 Phone: 1
	GREEN HILLS SOFTWARE LICENSE
	PADS ES Suite Ap SW - Floating
	Adobe FrameMaker 12
	IP-Maker : UNCF IP Core: IPM-UNFC ONF13.2 soft IP
	Mentor Graphics QuestaSim Floating License #1
	Mentor Graphics QuestaSim Floating License #2
	Mentor Graphics QuestaSim Floating License #3

**Exhibit B**

Transferred Employees

Bunting	Jeffrey David	CEO
Cantong	Richard	Sr Engineering Manager & Architect
Chang	Lihan	VP Of Product Marketing
Chen	Chieh- Ping	Senior FPGA/RTL Designer
Coelho	Claudionor Jose Nunes	VP, Machine Learning and Orchestration
Dawle	Saurabh	FPGA/ASIC Design and Verification Engineer
Devadiga	Vijay	Senior Manager, Product management
Han	Ke	Senior Software Architect
Huang	Stacy	Senior Engineer
Parairo	Joevanni	Senior Engineering Manager
Pudipeddi	Bharadwaj	Chief Technical Officer
Roaque	Anthony	Director, Business Development
Sambilay	Federico	Sr. Engineering Manager
Sanyal	Sam	Sr. Manager, Product Marketing
Shapowal	Tara E	Marketing Specialist
Shapowal	David	Chairman
Verdan	Marlon B	Sr. Engineering Manager of ASIC
Vipparthy	Murphy	Senior Manager

**AMENDMENT NO. 1 TO THE  
ASSET TRANSFER AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Amendment No. 1 to the Asset Transfer and Intellectual Property Assignment Agreement (this "*Amendment*") is made and entered this 25th day of July, 2017, with effect as of February 28, 2017, by and between BitMICRO Networks, Inc., a Delaware corporation (the "*Seller*"), and NVXL Technology, Inc., a Delaware corporation ("*Buyer*"). This Amendment amends that certain Asset Transfer and Intellectual Property Assignment Agreement, dated as of February 28, 2017 (the "*Transfer Agreement*"), by and between the Seller and the Buyer. The capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to such terms in the Transfer Agreement.

**RECITALS**

WHEREAS, pursuant to the terms of the Transfer Agreement, Seller purported to transfer certain assets to Buyer listed on Annex A-1 thereto;

WHEREAS, Seller and Buyer recognize that, due to a scrivener's error, Annex A-1 to the Transfer Agreement incorrectly listed certain patent applications that were not intended to be transferred to Buyer; and

WHEREAS, Seller and Buyer desire to correct this error and amend and restate Annex A-1 to the Transfer Agreement with retroactive effect as set forth below.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

**1. Amended and Restated Annex A-1:** Annex A-1 is hereby amended and restated in its entirety by Exhibit A hereto.

**2. Effect of Amendment:** This Amendment shall be effective as of the original date of the Transfer Agreement (February 28, 2017), as if Annex A-1 had always read as set forth in Exhibit A hereto. Any purported transfer of the patent applications that were not intended to be transferred to Buyer shall be void *ab initio* and without any legal force or effect.

**3. Miscellaneous.**

**3.1. Governing Law.** This Amendment shall be governed by, and construed in accordance with, the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of law.

**3.2. Ratification.** Except as set forth in this Amendment, the provisions of the Transfer Agreement are in all respects ratified and confirmed, and all such terms, provisions and conditions thereof shall be and continue to remain in full force and effect.

**3.3. Effect of this Amendment.** In the event of any inconsistency or conflict between the provisions of the Transfer Agreement or the Notes and this Amendment, the provisions of this Amendment will prevail and govern. All references to the Transfer Agreement or in any exhibit or schedule thereto shall hereinafter refer to the Transfer Agreement as amended by this Amendment.

3.4. Successors and Assigns. This Amendment, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

3.5. Further Assurances. The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Amendment.

3.6. Counterparts; Facsimile Signatures. This Amendment may be executed and delivered in any number of counterparts and by facsimile with the facsimile signature having the same effect as if the original signature had been delivered to the other party.

3.7. Entire Agreement. This Amendment and the Transfer Agreement (including the exhibits and schedules thereto) and the documents referred to herein and therein, constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Note Transfer Agreement as of the date and year first written above.

**SELLER:**

**BITMICRO NETWORKS, INC.**

By: 

Name: David Shapoval

Title: Chief Executive Officer

*[Signature Page to NVXL Technology, Inc., Amendment No. 1 to Transfer Agreement]*

**TRADEMARK**  
**REEL: 006250 FRAME: 0520**



IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Note Transfer Agreement as of the date and year first written above.

**BUYER:**

**NVXL TECHNOLOGY, INC.**

By: 

Name: Jeffrey Bunting

Title: Chief Executive Officer

ANNEX A-1

Applications and Registrations:

Internal Number	Docket No.	Title	Inventors
ASIC-2005-008-01	6005.013	Flash Array RAID In Flash Electronic Disks	Joey Climaco Raquel David
ASIC-2005-009-00	6005.014	Bus Arbitration With Routing And Failover Mechanism	Ricardo H. Bruce Cyrill Coronel Ponce Jarmie De La Cruz Espuerta
ASIC-2005-011-01	6005.016	Scatter-Gather Approach For Parallel Data Transfer In A Mass Storage System	Ricardo H. Bruce Avnher Villar Santos Marlon Basa Verdan Eisbeth Lauren Tagayo Villapana
ASIC-2005-016-00	6005.018	Embedded System Boot From A Storage Device	Alvin Anonueva Manlapat Ian Victor Pasion Beleno
ASIC-2005-016-00	6005.018CON	Copying of Power-on Reset Sequencer Descriptor from Nonvolatile Memory to Random Access Memory	Alvin Anonueva Manlapat Ian Victor Pasion Beleno
ASIC-2005-019-00	6005.019	Multi-Level Message Passing Descriptor	Ricardo H. Bruce Bernard Sherwin Leung

Internal Number	Docket No.	Title	Inventors
			Chiw Margaret Anne Nadonga Somera
ASIC- 2005- 021-00	6005.020__	Configurable Serial Attached SCSI (SAS) Link-Phy To Serial Attached SCSI Port Aggregation	Ricardo H. Bruce Ricky Sevilla Nite Mignon Manapsal Fernandez
ASIC- 2005- 023-01	6005.021	IOC To IOC Distributed Caching Architecture	Lawrence Moldez Salazar Bernard Sherwin Leung Chiw
ASIC- 2005- 024-00	6005.022	Multi-Chip Memory Controller Connected To A Plurality of Memory Array Via Communication Bus	Ricardo H. Bruce Jarmie De La Cruz Espuerta Marlon Basa Verdan
ASIC- 2006- 001-00	6005.024	Direct Memory Access Controller With RAID Hardware Assist	Noeme Paz Mateo Federico Zalzos Sambilay
ASIC- 2005- 007-01	6005.025	Flash Electronic Disk With RAID Controller	Joey Barreto Climaco Raquel Bautista David
AdvSW- 2005- 001-00	6005.044	Read-Modify- Write Reduction Using Pre-Erase	Roland H. Bruce Ricardo H. Bruce Leandro Quitilig Galvez

Internal Number	Docket No.	Title	Inventors
features added to ASIC-2005-016	6005.018CIP	Embedded System Boot From A Storage Device	Alvin Anonueva Manlapat Ian Victor Pasion Beleno
ASIC-2005-012-00	6005.071	A Systematic Method On Queuing Of Descriptors For Multiple Flash Intelligent DMA Engine Operation	Marlon B. Verdan Rowenah Michelle D. Jagon
ASIC-2005-013-00	6005.072	Interrupt Coalescing	Arnaldo Cristobal Marlon Verdan
ASIC-2005-015-01	6005.073	External-CopyBack - Flash Device Copy Back With Data Modification	Marlon B. Verdan Marizonne O. Fuentes Cyrill C. Ponce
BNI-2014-002	6005.058	Writing Volatile Scattered Memory Metadata To Flash Device	Marvin Fenol Jik-Jik Abad Precious Nezaiah Pestano
BNI-2014-007	6005.063	Scrambling SSD Data Contents Through Software Method	Amor Leo Ricaborda Alain Vincent Abitria Richard C. Cantong
BNI-2014-008	6005.067	A Method For Transferring And Receiving Frames Across PCI Express Bus For SSD Device	Amor Leo Ricaborda Alain Vincent Abitria Rose Fay Orcullo

Internal Number	Docket No.	Title	Inventors
BNI-2014-010	6005.061	Valid Data Compression On SSD	Marvin Fenol Jik-Jik Abad Precious Nezaiah Pestao Jiovanni Parairo
	6005.068	Data Storage System	Marvin Dela Cruz Fenol Jik-Jik Oyong Abad Precious Nezaiah Umali Pestano
	6005.069	Memory System For Configuring Data And Commands	Amor Leo Ricaborda Alain Vincent Abitria Richard C. Cantong et al.
	6005.013CIP	Flash Array RAID Across A Network-Like Fabric Flash Interconnect	Joey Climaco Raquel David Marlon Verdán
ASIC-2005-009(Z02)	6005.014CIP	Bus Arbitration With Routing And Failover Mechanism	Ricardo H. Bruce Cyrill Ponce Jarmie Espuerta Marlon Verdán
	6005.016CIP	Scatter-Gather Approach For Parallel Data Transfer In A Mass Storage System	Ricardo H. Bruce Avnher Santos Marlon Verdán Elsbeth

Internal Number	Docket No.	Title	Inventors
			Lauren Villapana
	6005.062	Write-To-Flash Elimination Of Patterned-Data Host Writes	Carlos Jr. Jones Jik-Jik Abad Mark Edward Belmonte
	6005.065	Temporal RAID For Data Protection In Flash Programming	Bharadwaj Pudipeddi
	6005.055CON	Hardware-Assisted DMA Transfer with Dependency	Cyrill C. Ponce et al.
	6005.059	Logging An Update In A Flash Device	Precious Nezaiah Umali Pestano et al.
	6005.060_	Scan Cache Fill	Benedict Centeno Bantigue et al.
	6005.056P	Multi-Mode Device For Flexible Provisioning	Bharadwaj Pudipeddi et al.
	6005.057P	Multi-Chip Interconnect	Ricardo H. Bruce Marlon B. Verdán
	6005.019CON	Multi-Level Message Passing Descriptor	Ricardo H. Bruce et al.
	6005.074	Fast Consistent Write In A Distributed System	Bharadwaj Pudipeddi

Trademarks:

Trademark Serial No.	Trademark
U.S. Trademark Application Serial#: 87053149	NVXL
U.S. Trademark Application Serial#: 87099066	NEVER STOP ACCELERATING
U.S. Trademark Application Serial#: 87099094	THE PLUG-IN PERFORMANCE PLATFORM

URLs:

1. <http://www.nvxltech.com/>