

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543655

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hillcrest Laboratories, Inc.		07/19/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CEVA Technologies, Inc.		
Street Address:	1174 Castro Street, Suite 210		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94040		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3500162	FREESPACE	
Serial Number:	88318801	FREESPACE	
Registration Number:	3895426	KYLO	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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>			
Phone:	4152686538		
Email:	achung@mofo.com		
Correspondent Name:	Jennifer Lee Taylor, Morrison & Foerster		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	054751-0000032		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
SIGNATURE:	/Jennifer Lee Taylor/		
DATE SIGNED:	10/02/2019		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

This Assignment of Trademarks and Domain Names (this “**Assignment**”), effective as of July 19, 2019, is entered into by and between CEVA Technologies, Inc., a corporation organized under the laws of the State of Delaware (“**Assignee**”), and Hillcrest Laboratories, Inc., a corporation organized under the laws of the State of Delaware (“**Assignor**”).

WHEREAS, Assignor owns the trademark applications and registrations and domain names on Schedule 1 hereto (the “**Assigned Marks**”);

WHEREAS, pursuant to that certain Asset Purchase Agreement of even date herewith (the “**Agreement**”), Assignor assigned to Assignee all of its right, title and interest to the Transferred Trademarks, including the Assigned Marks, to Assignee; and

WHEREAS, the parties wish to record this Assignment with the United States Patent and Trademark Office as a record of Assignor’s assignment of the Assigned Marks to Assignee.

NOW, THEREFORE, for good and valuable consideration as more fully described in the Agreement, the receipt and sufficiency of which are hereby acknowledged by Assignor, the parties hereby agree as follows:

1. Capitalized terms used in this Assignment but not otherwise defined will have the meanings set forth in the Agreement.
2. Assignor has irrevocably assigned, conveyed and transferred to Assignee all of its worldwide right, title, and interest in and to the Assigned Marks, including, without limitation, all goodwill associated with the foregoing and the right to sue, at law or in equity, for any and all past, present and future damages for infringement, misappropriation or violation of rights related to the Assigned Marks, subject to and as further set forth in the Agreement.
3. The parties agree that the rights and obligations of Assignor and Assignee with respect to the Assigned Marks is more fully set forth in the Agreement. In the event of any conflict between this Assignment and the Agreement, the terms of the Agreement will prevail.
4. Assignor hereby requests that the Commissioner for Trademarks record this Assignment.
5. This Assignment and all questions concerning the construction, validity, and interpretation of this Assignment will be governed by and construed in accordance with the laws of State of Delaware, without giving effect to any choice of law or conflict of law provision that would cause the application of the Laws of any jurisdiction other than the State of Delaware.
6. This Assignment may be signed in any number of counterparts, including facsimile or electric scan copies thereof delivered by electronic mail, each of which will be deemed an original, with the same effect as if the signatures were upon the same instrument.

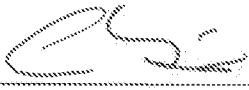
IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered as of the date first written above.

CEVA TECHNOLOGIES, INC.



Name: Yaniv Arieli
Title: Chief Financial Officer

HILLCREST LABORATORIES, INC.

By: 
Name: Chad Lucien
Title: President

{Signature Page to Assignment of Trademarks and Domain Names}

**TRADEMARK
REEL: 006762 FRAME: 0422**

SCHEDULE 1

Trademarks

<u>Registrant/Owner</u>	<u>Name of Mark</u>	<u>Registered/ Applied</u>	<u>Registration/ Application Number</u>	<u>Date</u>	<u>Jurisdiction</u>
Hillcrest Laboratories, Inc.	Freespace	Registered	3500162	September 9, 2008	US
Hillcrest Laboratories, Inc.	Freespace	Pending	88318801	February 27, 2019	US
Hillcrest Laboratories, Inc.	Kylo	Registered	3895426	December 21, 2010	US
Hillcrest Laboratories, Inc.	Kylo	Registered	TMA896443	February 12, 2015	Canada
Hillcrest Laboratories, Inc.	Kylo	Registered	009310483	January 24, 2011	EU

Domain Names

1. www.hillcrestlabs.com
2. www.hcrest.tv
3. www.kylo.tv