

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Tundra Semiconductor Corporation		06/26/2009	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	4520807 Canada, Inc.		
<b>Street Address:</b>	603 March Road		
<b>City:</b>	Kanata, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	K2K 2M5		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2120764	TUNDRA	
<b>Registration Number:</b>	3216926	TUNDRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)391-1395		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	650-391-1380		
<b>Email:</b>	DBrodybrown@LRLaw.com		
<b>Correspondent Name:</b>	Dana Brody-Brown of Lewis and Roca LLP		
<b>Address Line 1:</b>	2440 W. El Camino Real, 6th Floor		
<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94040		
<b>ATTORNEY DOCKET NUMBER:</b>	50309-0002 TUNDRA		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			

CH \$65.00 2120764

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Dana Brody-Brown

Signature:

/Dana Brody-Brown/

Date:

12/15/2010

**Total Attachments: 5**

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**ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT** is made the 26th day of June, 2009.

**BETWEEN:**

**TUNDRA SEMICONDUCTOR CORPORATION**, a corporation governed by the laws of Canada,

(the "Vendor")

- and -

**4520807 CANADA INC.**, a corporation governed by the laws of Canada,

(the "Purchaser")

**WHEREAS** Vendor, Integrated Device Technology, Inc., a corporation governed by the laws of Delaware, and 4440471 Canada Inc., a corporation governed by the laws of Canada, have entered into an arrangement agreement dated as of April 30, 2009 (the "Arrangement Agreement");

**AND WHEREAS** in furtherance of the transactions contemplated in Section 7.8 of the Arrangement Agreement, the Vendor has agreed to sell and the Purchaser, a wholly-owned subsidiary of the Vendor, has agreed to purchase the Assets (as defined below) at the purchase price and on the terms and conditions set forth in this Agreement;

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the Vendor and the Purchaser, each intending to be bound legally, agree to the following terms and conditions:

**1. Definitions**

"Assets" means and includes any and all inventions, patents, works of authorship, copyrights, trade secrets, design rights, computer programs (in source code and object code form), flow charts, formulae, enhancements, updates, modifications, translations, adaptations, information, specifications, designs, process technology, manufacturing requirements, quality control standards, information and supply chain information systems, mask work rights, integrated circuit topographies and other intellectual and industrial property rights, intangible property rights, and proprietary rights acquired and/or held by Vendor, including but not limited to the assets set forth on Schedule A, but excluding the Excluded Assets.

"Effective Date" has the meaning ascribed thereto in Section 2.

"Excluded Assets" means those assets set forth in Schedule "B" to this Agreement.

“ITA” means the *Income Tax Act* (Canada).

“Non-Assignable Agreements” has the meaning ascribed thereto in Section 11.

“Purchase Price” has the meaning ascribed thereto in Section 2.

“Shares” has the meaning ascribed thereto in Section 3.

## 2. Sale and Transfer of Assets

The Vendor hereby sells, transfers, conveys, assigns and delivers to the Purchaser and the Purchaser hereby purchases from the Vendor, as of the date hereof (the “Effective Date”), all of the Vendor’s right, title and interest in and to the Assets for an aggregate purchase price equal to the aggregate fair market value of the Assets as of the Effective Date, exclusive of all applicable sales and transfer taxes (the “Purchase Price”).

## 3. Consideration

The Purchase Price shall be paid and satisfied by the issuance and allotment by the Purchaser to the Vendor of 999,900 common shares in the capital of the Purchaser (the “Shares”) on the Effective Date. Upon the execution and delivery of this Agreement, the Purchaser shall issue the Shares to the Vendor as fully paid shares in the capital of the Purchaser.

## 4. Allocation of Purchase Price

The Vendor and the Purchaser agree that the Purchase Price shall be allocated among the Assets in accordance with Schedule “C,” which schedule may be amended after the date hereof as agreed by the parties. Each of the Vendor and the Purchaser shall file their tax returns on the basis of such allocation, as amended.

## 5. Tax Elections

The Vendor and Purchaser shall, in a timely manner, jointly execute and file an election under Section 85 of the ITA in prescribed form and elections in prescribed form under corresponding provisions of applicable provincial income tax statutes in respect of the transfer hereunder of the Assets and the elected amounts (the “Elected Amounts”) for purposes of any such election will be an amount agreed to by the Vendor and the Purchaser.

The Vendor and the Purchaser shall jointly elect, under subsection 156(2) of Part IX of the *Excise Tax Act* (Canada) and any equivalent or corresponding provision under any applicable provincial or territorial legislation imposing a similar value added or multi-staged tax, that no tax be payable with respect to the purchase and sale of the Assets under this Agreement. The Vendor and the Purchaser shall make such election(s) in prescribed form containing prescribed information.

## 6. Vendor’s Representations and Warranties

The Vendor represents and warrants that:

**IN WITNESS OF WHICH** the parties have executed this Agreement.

**TUNDRA SEMICONDUCTOR  
CORPORATION**

By: 

\_\_\_\_\_  
Authorized Signing Officer

**4520807 CANADA INC.**

By: 

\_\_\_\_\_  
Authorized Signing Officer

REDACTED VERSION

**SCHEDULE "A"**  
**INTELLECTUAL PROPERTY**

**ALL REGISTERED TRADEMARKS**

Tundra Semiconductor Corporation has registered trademarks for the following marks:

**Tundra Toolbox® (Canada only)**

**TUNDRA® (Canada, UK and US).**



**TUNDRA.**

**(Canada, US, EU, and China)**

There are no material unregistered trademarks.

**PATENT LIST**

See attached Excel spreadsheet.

**ALL REGISTERED COPYRIGHTS**

There are no registered copyrights.