

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cypher, LLC		04/14/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cirrus Logic, Inc.		
Street Address:	800 W. 6th Street		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86941227	CYPHER	
CORRESPONDENCE DATA			
Fax Number:	514767644		
<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:	512-476-7900		
Email:	trademarks@fleckman.com		
Correspondent Name:	William D. Raman		
Address Line 1:	P.O. Box 685108		
Address Line 4:	Austin, TEXAS 78768-5108		
NAME OF SUBMITTER:	William D. Raman		
SIGNATURE:	/William D. Raman/		
DATE SIGNED:	10/02/2017		
Total Attachments: 9			
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PATENT AND TRADEMARK ASSIGNMENT

This Patent and Trademark Assignment (this “**Assignment**”), is entered into as of this 14th day of April, 2017, by and among Cypher, LLC, a Delaware limited liability company (“**Assignor**”), and Cirrus Logic, Inc. (“**Assignee**”). Each of the parties to this Assignment is sometimes referred to individually in this Assignment as a “**Party**,” and all of the parties to this Assignment are sometimes collectively referred to in this Assignment as the “**Parties**.”

The Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of April 14, 2017 (the “**Purchase Agreement**”).

Pursuant to the Purchase Agreement, the Assignor has agreed to execute this Assignment and assign to the Assignee all of Assignor’s right, title and interest in and to all Intellectual Property Rights owned by the Assignor and related to the Business, including the patents and patent applications set forth on the attached Schedule 1 (collectively, the “**Patents**”), the Internet domain names set forth on the attached Schedule 2 (collectively, the “**Domain Names**”), and the trademark applications and registrations set forth on the attached Schedule 3 (collectively, the “**Trademarks**”), and the Assignee has agreed to acquire all right, title and interest in and to such Intellectual Property Rights.

In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used in this Assignment but not defined in this Assignment have the meaning ascribed to them in the Purchase Agreement.

2. Construction. In this Assignment, unless a clear contrary intention appears: (a) the singular includes the plural and vice versa; (b) reference to a Person includes such Person’s successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Assignment, and reference to a Person in a particular capacity excludes such Person in any other capacity; (c) references to any Schedule, Section, subsection and other subdivision refer to the corresponding Schedules, Sections, subsections and other subdivisions of this Assignment unless expressly provided otherwise; (d) references in any Section or definition to any clause means such clause of such Section or definition; (e) “hereunder,” “hereof,” “hereto” and words of similar import are references to this Assignment as a whole and not to any particular provision of this Assignment; (f) the word “or” is not exclusive, and the word “including” (in its various forms) means “including without limitation”; (g) references to “days” are to calendar days; and (h) all references to money refer to the lawful currency of the United States. The Section titles and headings in this Assignment are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Assignment.

3. Assignment. The Assignor hereby, absolutely and unconditionally, conveys, sells, assigns, transfers, grants and sets over unto the Assignee, all of the Assignor’s worldwide rights, title and interest and benefit in and to all Intellectual Property Rights owned by the Assignor and related to the Business, including the Patents, Domain Names, and Trademarks

(the “Assigned IP”), together the right to all past, present and future income, royalties, damages and payments due with respect to the foregoing and all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claims, and collect all damages for any past, present, or future infringement or misappropriation of the Assigned IP, including the goodwill of the businesses connected to the use of any of the Assigned IP, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the Assignor if this sale had not been made and the Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.

4. Recordation. The Assignor authorizes and requests the U.S. Patent and Trademark Office and the Internet Corporation for Assigned Names and Numbers, or any foreign equivalent thereto, and any other Governmental Entity to record the Assignee as owner of the Assigned IP, and of the entire title and interest in, to and under the same, for the use and enjoyment of the Assignee, its successors, assigns and other legal representatives. The Assignor shall take such steps and actions following the date hereof, including the execution of any documents or other similar items, to ensure that the Assigned IP is properly assigned to the Assignee, or any assignee or successor thereto.

5. Cooperation. The Assignor hereby covenants and agrees that it will communicate to the Assignee, its successors, legal representatives and assigns, any material facts (including information relating to use or non-use, enforceability, or infringement of the Assigned IP) known to the Assignor with respect to the Assigned IP, and to testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use reasonable best efforts at the request of the Assignee to aid the Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Assigned IP and in enjoying the full benefits thereof. The Assignor hereby constituted and appoints the Assignee the true and lawful attorney of the Assignor to act as the Assignor’s attorney-in-fact solely for the purpose of executing any documents and taking all necessary steps to cause the Assignor to perform any of the Assignor’s obligations set forth in this Assignment.

6. Governing Law. This Agreement is to be construed in accordance with and governed by the internal laws of the State of Delaware, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the parties hereto.

7. Successor and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Counterparts. This Assignment may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Furthermore, this Assignment may be executed by the facsimile signature of any party hereto; it being agreed that the facsimile signature of any party hereto shall be deemed an ink-signed original for all purposes.

[Signature pages follow.]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

CYPHER, LLC

By: _____

Name: John Walker

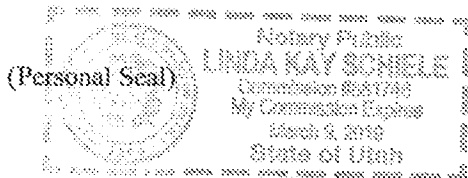
Title: Chief Executive Officer

State of Utah

County of Salt Lake

Before me, Linda Kay Schiele, on this day personally appeared John Walker, the Chief Executive Officer of Cypher, LLC, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on April 13, 2017.



Linda Kay Schiele
Notary Public's Signature

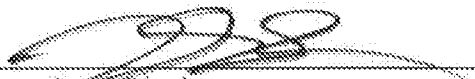
SIGNATURE PAGE TO
PATENT AND TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 006168 FRAME: 0161

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

ASSIGNEE:

CIRRUS LOGIC, INC.

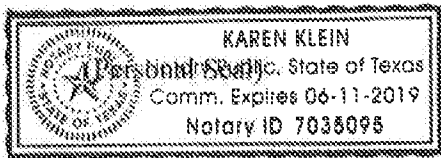
By: 
Name: Jason Rhode
Title: President and Chief Executive Officer

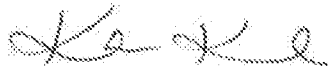
State of Texas

County of Texas

Before me, Karen Klein, on this day personally appeared Jason Rhode, the President and Chief Executive Officer of Cirrus Logic, Inc., proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on April 14, 2017.




Notary Public's Signature

SCHEDULE 1

Patents

<u>Jurisdiction</u>	<u>Title</u>	<u>Date Issued/ (Date Filed)</u>	<u>Patent No./ (Patent Application No.)</u>
US	DATA PATTERN RECOGNITION AND SEPARATION ENGINE	3/3/2011	8462984 13/039554
US	SYSTEM FOR AUTONOMOUS DETECTION AND SEPARATION OF COMMON ELEMENTS WITHIN DATA, AND METHODS AND DEVICES ASSOCIATED THEREWITH	2/28/2012	61/604343
US	SYSTEM FOR AUTONOMOUS DETECTION AND SEPARATION OF COMMON ELEMENTS WITHIN DATA, AND METHODS AND DEVICES ASSOCIATED THEREWITH	3/3/2012	13/411563
US	DATA RECOGNITION AND SEPARATION ENGINE	6/11/2013	13/915443
Patent Cooperation Treaty	DATA PATTERN RECOGNITION AND SEPARATION ENGINE	3/3/2012	PCT/US2012/027626
Patent Cooperation Treaty	SYSTEM FOR AUTONOMOUS DETECTION AND SEPARATION OF COMMON ELEMENTS WITHIN DATA, AND METHODS AND DEVICES ASSOCIATED THEREWITH	3/3/2012	PCT/US2012/027638
US	MULTI-AURAL MMSE ANALYSIS TECHNIQUES FOR CLARIFYING AUDIO SIGNALS	6/18/2014	14/308541
Patent Cooperation Treaty	MULTI-AURAL MMSE ANALYSIS TECHNIQUES FOR CLARIFYING AUDIO SIGNALS	6/12/2015	PCT/US2015/035612
US	NEURAL NETWORK VOICE ACTIVITY DETECTION EMPLOYING RUNNING RANGE NORMALIZATION	9/26/2014	62/056045
US	NEURAL NETWORK VOICE ACTIVITY DETECTION EMPLOYING RUNNING RANGE NORMALIZATION	9/25/2015	14/866824
Patent Cooperation Treaty	NEURAL NETWORK VOICE ACTIVITY DETECTION EMPLOYING RUNNING RANGE NORMALIZATION	9/26/2015	PCT/US2015/052519

US	DETERMINING NOISE POWER LEVEL DIFFERENCE AND/OR SOUND POWER LEVEL DIFFERENCE BETWEEN PRIMARY AND REFERENCE CHANNELS OF AN AUDIO SIGNAL	11/12/2014	62/078828
US	DETERMINING NOISE POWER LEVEL DIFFERENCE AND/OR SOUND POWER LEVEL DIFFERENCE BETWEEN PRIMARY AND REFERENCE CHANNELS OF AN AUDIO SIGNAL	11/11/2015	14/938798
Patent Cooperation Treaty	DETERMINING NOISE POWER LEVEL DIFFERENCE AND/OR SOUND POWER LEVEL DIFFERENCE BETWEEN PRIMARY AND REFERENCE CHANNELS OF AN AUDIO SIGNAL	11/12/2015	PCT/US2015/060323
US	ADAPTIVE INTERCHANNEL DISCRIMINATIVE RESCALING FILTER	11/12/2014	62/078844
US	ADAPTIVE INTERCHANNEL DISCRIMINATIVE RESCALING FILTER	11/11/2015	14/938816
Patent Cooperation Treaty	ADAPTIVE INTERCHANNEL DISCRIMINATIVE RESCALING FILTER	11/12/2015	PCT/US2015/060337
European Patent	SYSTEM FOR AUTONOMOUS DETECTION AND SEPARATION OF COMMON ELEMENTS WITHIN DATA, AND METHODS AND DEVICES ASSOCIATED THEREWITH	10/4/2013	12751851.2
India	SYSTEM FOR AUTONOMOUS DETECTION AND SEPARATION OF COMMON ELEMENTS WITHIN DATA, AND METHODS AND DEVICES ASSOCIATED THEREWITH	10/3/2013	2898/KOLNP/2013
China	SYSTEM FOR AUTONOMOUS DETECTION AND SEPARATION OF COMMON ELEMENTS WITHIN DATA, AND METHODS AND DEVICES ASSOCIATED THEREWITH	3/3/2012	201280021228.8
Hong Kong	SYSTEM FOR AUTONOMOUS DETECTION AND SEPARATION OF COMMON ELEMENTS WITHIN DATA, AND METHODS AND DEVICES ASSOCIATED THEREWITH	7/25/2014	14107583.2

SCHEDULE 1 TO
PATENT AND TRADEMARK ASSIGNMENT

Korea, Republic of (KR)	SYSTEM FOR AUTONOMOUS DETECTION AND SEPARATION OF COMMON ELEMENTS WITHIN DATA, AND METHODS AND DEVICES ASSOCIATED THEREWITH	10/4/2013	10-1561755 10-2013-7026357
Japan	SYSTEM FOR AUTONOMOUS DETECTION AND SEPARATION OF COMMON ELEMENTS WITHIN DATA, AND METHODS AND DEVICES ASSOCIATED THEREWITH	11/5/2013	2013-556670
Japan	MULTI-AURAL MMSE ANALYSIS TECHNIQUES FOR CLARIFYING AUDIO SIGNALS	12/15/2016	2016-573971
European Patent	MULTI-AURAL MMSE ANALYSIS TECHNIQUES FOR CLARIFYING AUDIO SIGNALS	1/17/2017	15809800.4
China	MULTI-AURAL MMSE ANALYSIS TECHNIQUES FOR CLARIFYING AUDIO SIGNALS	2/16/2017	2015800439543
Korea, Republic of	MULTI-AURAL MMSE ANALYSIS TECHNIQUES FOR CLARIFYING AUDIO SIGNALS	1/16/2017	10-2017-7001307
India	MULTI-AURAL MMSE ANALYSIS TECHNIQUES FOR CLARIFYING AUDIO SIGNALS	1/17/2017	201717001718
Japan	NEURAL NETWORK VOICE ACTIVITY DETECTION EMPLOYING RUNNING RANGE NORMALIZATION	3/24/2017	2017-516763

SCHEDULE 1 TO
PATENT AND TRADEMARK ASSIGNMENT

SCHEDULE 2

Domain Names

1. cyphercorp.com (expires 1/16/18)
2. cypherstudio.com (expired 3/15/17)
3. cypher-corp.com (expires 5/5/17)
4. cypherfounders.net (expires 5/5/17)
5. cypherinc.net (expires 5/5/17)
6. cypherllc.com (expires 5/5/17)
7. cyphercorporation.com (expires 1/16/18)

SCHEDULE 3

Trademarks

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registered/ Filed/(Renewed)</u>	<u>Registration/Serial No.</u>
U.S.	CYPHER	Filed - Allowed	86941227

SCHEDULE 3 TO
PATENT AND TRADEMARK ASSIGNMENT