

PUBLIC VERSION

UNITED STATES INTERNATIONAL TRADE COMMISSION

Washington, D.C.

In the Matter of

**CERTAIN GRAPHICS PROCESSORS
DDR MEMORY CONTROLLERS, AND
PRODUCTS CONTAINING THE SAME**

Inv. No. 337-TA-1037

**ORDER NO. 26: INITIAL DETERMINATION TERMINATING THE
INVESTIGATION BASED ON A SETTLEMENT AGREEMENT**

(August 28, 2017)

Pursuant to 19 C.F.R. §§ 210.21(a)(2) and 210.21(b), complainant ZiiLabs Inc., Ltd. (“ZiiLabs”) filed a motion seeking to terminate this investigation based upon a Patent License, License Option and Assignment Agreement between ZiiLabs and RPX Corporation (“RPX”) (the “RPX Agreement”) and Release Agreements between ZiiLabs and each respondent group (the “Release Agreements”). Motion Docket No. 1037-047. The Commission Investigative Staff (“Staff”) filed a response stating it does not oppose the motion. The respondents do not oppose the motion. *See Mot.* at 1.

Commission Rule 210.21(b) provides:

An investigation before the Commission may be terminated as to one or more respondents pursuant to section 337(c) of the Tariff Act of 1930 on the basis of a licensing or other settlement agreement. The motion for termination by settlement shall contain copies of the licensing or other settlement agreements, any supplemental agreements, any documents referenced in the motion or attached agreements, and a statement that there are no other agreements, written or oral, express or implied between the parties concerning the subject matter of the investigation. If the licensing or other settlement agreement contains confidential business information within the meaning of § 201.6(a) of this chapter, a copy of the agreement with such information deleted shall accompany the motion. On

motion for good cause shown, the administrative law judge may limit the service of the agreements to the settling parties and the Commission investigative attorney.

19 C.F.R. § 210.21(b).

I find that the pending motion for termination of this investigation complies with the Commission Rules. In particular, ZiiLabs has provided unredacted, confidential versions of the RPX Agreement and the parties' Release Agreements. *See* Mot. Exs. 1, 3, 5, 7, 9, 11, and 13. ZiiLabs has also provided redacted, public versions of the RPX Agreement and the parties' Release Agreements. *See* Mot. Exs. 2, 4, 6, 8, 10, 12, and 14.¹ Moreover, ZiiLabs states: "There are no other agreements, written or oral, express or implied, between ZiiLabs and any other party concerning the subject matter of this Investigation." Mot. at 1. In addition, I find that there are no extraordinary circumstances that warrant denying the motion.

With respect to the public interest, the Commission Rules provide that when considering a motion to terminate based upon a settlement agreement, the Administrative Law Judge "shall consider and make appropriate findings in the initial determination regarding the effect of the proposed settlement on the public health and welfare, competitive conditions in the U.S. economy, the production of like or directly competitive articles in the United States, and U.S. consumers." 19 C.F.R. § 210.50(b)(2). ZiiLabs argues that "termination of this investigation will not adversely affect the public interest because it will not affect public health and welfare, competitive conditions in the U.S. economy, the production of like or directly competitive articles in the United States, or U.S. consumers. Mot. at 3-4. The Staff argues that it "is not aware of any information that would indicate that termination of this investigation on the basis of the RPX Agreement and

¹ ZiiLabs filed the pending motion on August 9, 2017. ZiiLabs subsequently filed replacement public exhibits to the pending motion on August 21, 2017.


Release Agreements would be contrary to the public interest,” and that the public interest favors settlement to avoid needless litigation and to conserve public resources. Staff Resp. at 3.

Having considered the submissions of the parties, I find there is no evidence indicating that terminating this investigation based on the RPX Agreement and Release Agreements would be contrary to the public interest.

Accordingly, it is my initial determination that Motion No. 1037-047 is granted. This investigation is hereby terminated.²

Pursuant to 19 C.F.R. § 210.42(h), this initial determination shall become the determination of the Commission unless a party files a petition for review of the initial determination pursuant to 19 C.F.R. § 210.43(a), or the Commission, pursuant to 19 C.F.R. § 210.44, orders on its own motion a review of the initial determination or certain issues herein.

SO ORDERED.


Thomas B. Pender
Administrative Law Judge

² I also grant the request by ZiiLabs and RPX to restrict disclosure of the unredacted RPX Agreement to ZiiLabs, the Commission, the Administrative Law Judge, and the Staff. See Mot. at 2. Service of the Confidential Version of this initial determination is therefore limited to the entities listed above.

**UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.**

**Before The Honorable Thomas B. Pender
Administrative Law Judge**

In the Matter of

CERTAIN GRAPHICS PROCESSORS, DDR
MEMORY CONTROLLERS, AND
PRODUCTS CONTAINING THE SAME

Investigation No. 337-TA-1037

**COMPLAINANT ZII LABS INC., LTD.'S MOTION TO TERMINATE THE
INVESTIGATION PURSUANT TO SETTLEMENT AGREEMENT**

Pursuant to 19 C.F.R. §§ 210.21(a)(2) and 210.21(b), Complainant ZiiLabs Inc., Ltd. ("ZiiLabs") hereby moves to terminate the Investigation and requests that the Administrative Law Judge issue an Initial Determination terminating the Investigation pursuant to the provisions of 19 C.F.R. § 210.21(b) and based on the attached Patent License, License Option and Assignment Agreement between ZiiLabs and RPX Corporation ("RPX") (the "RPX Agreement") and the attached Release Agreements between ZiiLabs and each Respondent group (the "Release Agreements"). (See Confidential Exhibit 1 (RPX Agreement); Confidential Exhibits 3, 5, 7, 9, 11, and 13 (Release Agreements).) There are no other agreements, written or oral, express or implied, between ZiiLabs and any other party concerning the subject matter of this Investigation.

Pursuant to Ground Rule 5.1.2, counsel for ZiiLabs certifies that it notified the Respondents and Staff of the substance of this motion. Respondents do not oppose. The Staff will take a position upon seeing the filed papers.

Commission Rule 210.21(a)(2) provides that "[a]ny party may move at any time to terminate an investigation in whole or in part as to any or all respondents on the basis of a

settlement, a licensing or other agreement.” *See also* Commission Rule 210.21(b)(1) (“An investigation before the Commission may be terminated as to one or more respondents pursuant to section 337(c) of the Tariff Act of 1930 on the basis of a licensing or other settlement agreement.”).

Additionally, the RPX Agreement contains confidential business information within the meaning of 19 C.F.R. § 210.5. Accordingly, ZiiLabs and RPX request that the unredacted version of the RPX Agreement, attached as Confidential Exhibit 1, be treated as Confidential Business Information under the Protective Order in this Investigation (Order No. 1) and be disclosed only to ZiiLabs, the Commission, the Administrative Law Judge, and the Staff. A version redacting the confidential financial terms, confidential closing conditions, and other confidential terms not relevant to the Respondents, which will be filed publicly and provided to the Respondents with such terms redacted, is attached hereto as Exhibit 2. Similarly, the Release Agreements contain confidential business information within the meaning of 19 C.F.R. § 210.5. Accordingly, ZiiLabs and Respondents request that the unredacted versions of the Release Agreements, attached as Confidential Exhibits 3, 5, 7, 9, 11, and 13, be treated as Confidential Business Information under the Protective Order in this Investigation (Order No. 1) and be disclosed only to ZiiLabs, the Respondents, the Commission, the Administrative Law Judge, and the Staff. Versions of the Release Agreements with the confidential financial terms, confidential closing conditions, and other confidential terms redacted, which will be filed publicly, are attached hereto as Exhibits 4, 6, 8, 10, 12, and 14.

Such confidential treatment with respect to third party agreements has been granted in previous Commission investigations. *See, e.g., Certain Computing or Graphics Systems, Components Thereof, and Vehicles Containing Same*, Inv. No. 337-TA-984, Order Nos. 57-59

(Oct. 24, 2016) (limiting service of unredacted version of a third party agreement to Commission and Staff only); *Certain Portable Communication Devices*, Inv. No. 337-TA-827, Order No. 15 (May 31, 2012) (same). This confidential treatment requested by ZiiLabs and RPX is also appropriate and consistent with Commission precedent generally, which supports withholding settlement terms of one party from other parties, and is further consistent with the public interest, which favors settlement. *See Certain Machine Vision Software, Machine Vision Systems, and Products Containing the Same*, Inv. No. 337-TA-680, Order No. 17 (Initial Determination), 2009 WL 3535542 (Oct. 26, 2009) (holding that counsel for non-settling parties were not entitled to receive unreacted financial terms of settlement); *Certain Semiconductor Chips and Products Containing the Same*, Inv. No. 337-TA-753, Order No. 26, 2011 ITC LEXIS 1004, (June 20, 2011) (same); *Certain Dynamic Random Access Memory Semiconductors and Products Containing Same, Including Memory Modules*, Inv. 337-TA-707, Order No. 10, 2010 ITC LEXIS 1125, (June 29, 2010) (same); *Certain Automotive Multimedia Display and Navigation Systems*, Inv. No. 337-TA-657, Order No. 27, 2009 ITC LEXIS 1044, (June 23, 2009) (same); *see also Certain Wireless Headsets*, Inv. No. 337-TA-943, Order No. 10 at 3 (May 19, 2015) (“termination of [respondent] is in the public interest, as public and private resources will be conserved”); *Certain Windshield Wipers & Components Thereof*, Inv. No. 337-TA-928/937, Order No. 24 at 3 (Jun. 5, 2015) (same); *Certain Set-Top Boxes, Gateways, Bridges, & Adapters & Components Thereof*, Inv. No. 337-TA-915, Order No. 17 at 4 (Oct. 7, 2014) (same); *Certain Cases for Portable Elec. Devices*, Inv. No. 337-TA-861/867, Order No. 10 at 2-3 (Apr. 30, 2013) (same).

ZiiLabs further submits that termination of this investigation will not adversely affect the public interest because it will not affect public health and welfare, competitive conditions in the

U.S. economy, the production of like or directly competitive articles in the United States, or U.S. consumers.

For the foregoing reasons, ZiiLabs respectfully requests that the Administrative Law Judge issue an Initial Determination terminating this Investigation.

Date: August 9, 2017

Respectfully submitted,

/s/ Ryan C. Deck

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***Counsel for Complainant
ZiiLabs Inc., Ltd.***

**United States International Trade Commission
Investigation No. 337-TA-1037
Certain Graphics Processors, DDR Memory Controllers,
And Products Containing The Same**

CERTIFICATE OF SERVICE

I, Kristin Maher, hereby certify that on August 9, 2017 true and correct copies of the foregoing document were served upon the following parties as indicated below:

The Honorable Lisa R. Barton Acting Secretary to the Commission U.S. International Trade Commission 500 E Street, S.W.. Room 112A Washington, D.C. 20436	<input checked="" type="checkbox"/> Via Electronic Filing <input checked="" type="checkbox"/> Via Hand Delivery (2 copies)
The Honorable Thomas B. Pender Administrative Law Judge U.S. International Trade Commission 500 E Street, S.W., Room 317 Washington, DC 20436	<input checked="" type="checkbox"/> Via Hand Delivery (2 copies) <input checked="" type="checkbox"/> Via Email Patricia.Chow@usitc.gov
Paul Gennari, Esq. Investigative Attorney U.S. International Trade Commission 500 E Street, S.W. Washington, DC 20436	<input checked="" type="checkbox"/> Via Email <u>Paul.Gennari@usitc.gov</u>
<i>Counsel for Advanced Micro Devices, Inc.</i> D. Sean Trainor O'MELVENY &MYERS LLP 1625 Eye Street, NW Washington, DC 20006	<input checked="" type="checkbox"/> Via Email <u>AMDZiiLabsITCInvestigation@omm.com</u>

United States International Trade Commission
Investigation No. 337-TA-1037
Certain Graphics Processors, DDR Memory Controllers,
And Products Containing The Same

<p><i>Counsel for Lenovo Group Ltd., Lenovo Holding Co., Inc., Lenovo (United States) Inc.</i></p> <p>Jonathan E. Retsky WINSTON & STRAWN LLP 35 W. Wacker Dr. Chicago, IL 60601-9703</p>	<p><input checked="" type="checkbox"/> Via Email ITC1037WinstonCourtesy@winston.com</p>
<p><i>Counsel for LG Electronics, Inc., LG Electronics U.S.A., Inc., LG Electronics Mobilecomm U.S.A., Inc.</i></p> <p>Ralph A. Phillips FISH & RICHARDSON P.C. The McPherson Building 901 15th Street, N.W., 7th Floor Washington, D.C. 20005</p>	<p><input checked="" type="checkbox"/> Via Email FRService-LGE1037@fr.com</p>
<p><i>Counsel for Mediatek, Inc., Mediatek USA Inc.</i></p> <p>Joseph V. Colaianni, Jr. FISH & RICHARDSON P.C. The McPherson Building 901 15th Street, N.W., 7th Floor Washington, D.C. 20005</p>	<p><input checked="" type="checkbox"/> Via Email FRService-MDTK1037@fr.com TeamWiley_MediaTek_ZiiLabs_ITC@wileyrein.com</p>
<p><i>Counsel for Motorola Mobility LLC</i></p> <p>Jonathan E. Retsky WINSTON & STRAWN LLP 35 W. Wacker Dr. Chicago, IL 60601-9703</p>	<p><input checked="" type="checkbox"/> Via Email ITC1037WinstonCourtesy@winston.com</p>

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Investigation No. 337-TA-1037
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<i>Counsel for Sony Corporation, Sony Corporation of America, Sony Electronics Inc., Sony Mobile Communications (USA) Inc., Sony Computer Entertainment Inc., Sony Interactive Entertainment LLC</i> Aimee N. Soucie, Esq. ANDREWS KURTH KENYON LLP 1350 I St NW #1100, Washington, DC 20005	<input checked="" type="checkbox"/> Via Email Sony-ZiiLABS@andrewskurthkenyon.com

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**UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.**

**Before The Honorable Thomas B. Pender
Administrative Law Judge**

In the Matter of

CERTAIN GRAPHICS PROCESSORS, DDR
MEMORY CONTROLLERS, AND
PRODUCTS CONTAINING THE SAME

Investigation No. 337-TA-1037

**COMPLAINANT ZIILABS INC., LTD.'S REPLACEMENT PUBLIC EXHIBITS TO ITS
MOTION TO TERMINATE THE INVESTIGATION**

Complainant ZiiLabs Inc., Ltd. ("ZiiLabs") hereby files the attached replacement public exhibits to its motion to terminate the Investigation (Motion Docket No. 1037-047), filed on August 9, 2017, to remove certain redactions.

Date: August 21, 2017

Respectfully submitted,

/s/ Ryan C. Deck

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**United States International Trade Commission
Investigation No. 337-TA-1037
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The Honorable Lisa R. Barton Acting Secretary to the Commission U.S. International Trade Commission 500 E Street, S.W.. Room 112A Washington, D.C. 20436	<input checked="" type="checkbox"/> Via Electronic Filing <input checked="" type="checkbox"/> Via Hand Delivery (2 copies)
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<i>Counsel for Advanced Micro Devices, Inc.</i> D. Sean Trainor O'MELVENY &MYERS LLP 1625 Eye Street, NW Washington, DC 20006	<input checked="" type="checkbox"/> Via Email <u>AMDZiiLabsITCInvestigation@omm.com</u>

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EXHIBIT 2

PATENT LICENSE, LICENSE OPTION AND ASSIGNMENT AGREEMENT

This PATENT LICENSE, LICENSE OPTION AND ASSIGNMENT AGREEMENT (this "Agreement") is entered into by and between ZiiLabs Inc., Ltd., a Bermuda corporation with a registered office at Clarendon House, 2 Church Street, Hamilton, HM11 Bermuda ("Assignor"), and RPX Corporation, a Delaware corporation with a principal place of business at One Market Plaza, Steuart Tower, Suite 800, San Francisco, CA 94105 ("RPX"), on the date when this Agreement has been executed by Assignor and RPX (the "Effective Date"). Each of Assignor and RPX is a "Party", and collectively, are referenced as the "Parties".

WHEREAS, Assignor is the sole and exclusive owner of, and has the right to license and assign in the United States and throughout the world, the Patents (as defined below);

WHEREAS, contemporaneous with [REDACTED], RPX desires to acquire from Assignor a Patent License (as defined below), including the right of RPX to grant to RPX Licensees (as defined below) a sublicense of the same scope and duration as the Patent License, provided that the preconditions to the granting of such rights as described herein are met;

WHEREAS, Assignor is [REDACTED], provided that the preconditions to the assignment of such rights as described herein shall have been met; and

WHEREAS, contemporaneous with [REDACTED], Assignor is willing to grant to RPX a Patent License, including the right of RPX to grant to RPX Licensees a sublicense of the same scope and duration as the Patent License, provided that the preconditions to the granting of such rights as described herein are met; and

NOW, THEREFORE, in consideration of the premises and covenants herein contained, RPX and Assignor agree as follows:

Definitions

As used herein, the following terms shall have the following meanings:

"Affiliate(s)" of an Entity shall mean any and all Entities, now or in the future and for so long as the Control exists, that are Controlled, directly or indirectly, by the Entity. As used herein, and otherwise where applicable in the Agreement, the term "Affiliate" shall include the affiliate definitions set forth in Exhibits A and C attached hereto.

"Agreement" shall have the meaning ascribed to it in the preamble.

"Assignment Fee" [REDACTED]

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"Assignor" shall have the meaning ascribed to it in the preamble.

"Assignor Litigations" shall mean any and all lawsuits relating to any Patent filed at any time by Assignor in any state or federal court in the United States, in any court or tribunal in any foreign country, or before the United States International Trade Commission. Any one of the Assignor Litigations is an "Assignor Litigation".

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"Assignor Parent" shall mean Creative Technology Ltd.

"Bankruptcy Code" shall have the meaning ascribed to it in Section 5.10.

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"Claims" shall mean any and all claims, counterclaims, third-party claims, contribution claims, indemnity claims, demands, actions, liabilities, damages, losses, causes of action, and all other claims of every kind and nature in law or equity, whether arising under state, federal, international or other law, which arise from or relate to in any way the Patents, or which are (currently or in the future) or were asserted in, could have been asserted in, or which arise from the same transactions or occurrences as those claims that are (currently or in the future) or were asserted in any Assignor Litigations with respect to the Patents, whether such claims are absolute or contingent, in tort, contract or otherwise, direct or indirect, present or future, known or unknown, that exist or may have existed prior to the Effective Date.

"Combined Licensed Product and Service" shall mean,

(a) with respect to RPX and RPX Licensees (including, without limitation, Initial Licensees, ██████████ ██████████ ██████████ ██████████ ██████████): any past, present or future combination or use, whether by RPX, an RPX Licensee or a third party, of a Licensed Product and Service with any other product, service, technology, or material, only if a portion of such Licensed Product and Service provided by or on behalf of RPX, and RPX Affiliate, an RPX Licensee or an RPX Licensee Affiliate satisfies, in whole or in part, an element or a step of a claim in any Patent; and

(b) with respect to Assignor: any past, present or future combination or use, whether by Assignor or a third party, of a Licensed Product and Service with any other product, service, technology, or material, only if a portion of such Licensed Product and Service provided by or on behalf of Assignor, an Assignor Affiliate, or an Assignor Parent satisfies, in whole or in part, an element or a step of a claim in any Patent.

“Covered Third Party” shall have the meaning ascribed to it in Section 1.2(c).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Entity” shall mean a corporation, association, partnership, business trust, joint venture, limited liability company, proprietorship, unincorporated association, individual or other entity that can exercise independent legal standing.

[illegible]

“Initial Licensee” shall mean each Entity identified in Exhibit A, each such Entity’s

“Licensed Product and Service” shall mean,

(a) with respect to RPX and RPX Licensees (including, without limitation, Initial Licensees, [REDACTED]): any past, present or future product, service, software, technology, or material (including any components, devices, data, media, verilog, rtl code, source code, specifications, or any other portions thereof), at any time, made, have made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import by or on behalf of RPX, and RPX Affiliate, an RPX Licensee or an RPX Licensee Affiliate, alone or in combination with other products, software, technology, materials and/or services, the manufacture, use, purchase, provision, hosting, sale, lease, license, distribution, transmittal, export, import (or offer for sale, lease or import) of which would result in infringement (direct, indirect, or otherwise) of one or

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more Patents, irrespective of whether the product, service, software, technology, or material (including any components, devices, data, media, or any other portions thereof) were or had been made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import in the United States. Licensed Product and Service will include any Combined Licensed Product and Service; and

(b) with respect to Assignor: any past, present or future product, service, software, technology, or material (including any components, devices, data, media, or any other portions thereof), at any time, made, have made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import by or on behalf of Assignor, an Assignor Affiliate, or an Assignor Parent, alone or in combination with other products, software, technology, materials and services, the manufacture, use, purchase, provision, hosting, sale, lease, license, distribution, transmittal, export, import (or offer for sale, lease or import) of which would result in infringement (direct, indirect, or otherwise) of one or more Patents, irrespective of whether the product, service, software, technology, or material (including any components, devices, data, media, or any other portions thereof) were or had been made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import in the United States. Licensed Product and Service will include any Combined Licensed Product and Service.

[REDACTED]

[REDACTED]

[REDACTED]

“Party” and “Parties” shall have the meanings ascribed to them in the preamble.

[REDACTED]

“Patent License” shall mean a royalty-free, fully paid-up, irrevocable, non-exclusive worldwide license under the Patents to make, have made, use, have used, sell, lease, have leased, import, offer for sale, have offered for sale, have sold, copy, develop, have developed, operate, market, have marketed, import, have imported, own, order, design, purchase, practice, obtain, keep, acquire, receive, build, deliver, host, distribute, have distributed, provide, supply, export, have exported, and otherwise commercially exploit or dispose of any Licensed Product and Service, and for which the term of such license under the Patents shall extend to the expiration of each patent comprising the Patents. The Patent License shall also include a release from all

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claims for damages for past, present and future infringement of the Patents. Notwithstanding the foregoing, no license or release is granted to [REDACTED] for any of its products or services, unless and until [REDACTED]
[REDACTED]
[REDACTED]

“Patents” shall mean: (i) the patents and patent applications identified on Exhibit B and any and all foreign counterparts of any of the foregoing; (ii) any and all patents that have issued or may issue from any of the patents or patent applications described in (i) of this definition; (iii) any and all patents and patent applications that, in whole or in part, claim priority to (directly or indirectly), or the benefit of the filing date of, any of the patents or patent applications described in (i) or (ii) of this definition, including any and all child, continuation, continuation-in-part, continuing prosecution, divisional, provisional, non-provisional, reissue, reexamination, substitution, extension and counterpart patents and patent applications of any of the patents or patents applications described in (i) or (ii) of this definition; (iv) any and all patents and patent applications from which any of the patents or patent applications described in (i) or (ii) of this definition, in whole or in part, claim the benefit of priority (directly or indirectly) or otherwise claim the benefit of the filing date, including any and all parent patents or patent applications of any of the patents or patent applications described in (i) or (ii) of this definition; and (v) any and all extensions or renewals of any of the patent or patent applications described in this definition. Any one of the foregoing is a “Patent”.

“PTO” shall mean the United States Patent & Trademark Office.

“Release and Dismissal Obligations” shall mean Assignor immediately (i) executing a written release agreement containing terms that are substantially similar in scope and effect as the Release Terms, and (ii) with respect to any Assignor Litigation Defendant, taking all actions and making all necessary filings to resolve all disputes with respect to such Assignor Litigation Defendant relating to or arising out of the Assignor Litigations, including without limitation executing and filing a dismissal “with prejudice” substantially similar in form and effect to the Form of Dismissal (or, with respect to any Assignor Litigation in a non-U.S. jurisdiction, a dismissal “with prejudice” in such form as is appropriate for the relevant jurisdiction).

“Release Terms” shall mean the terms and conditions in Exhibit D attached hereto.

“RPX” shall have the meaning ascribed to it in the preamble.

“RPX Licensee” shall have the meaning ascribed to it in Section 1.2(a).

“Section 1542” shall have the meaning ascribed to it in Section 4.3(b).

“Underlying Claim” shall have the meaning ascribed to it in Section 4.2(b).

1.1 Fees. [REDACTED]

[illegible]

1.2 Patent License [REDACTED].

(a) Effective upon Assignor's receipt of the Assignment Fee, Assignor shall automatically be deemed to grant, and does hereby grant to RPX the Patent License, which Patent License shall include:

(i) the exclusive and irrevocable right of RPX to grant sublicenses under the Patent License to each Initial Licensee;

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(iii) the non-exclusive and irrevocable right to grant sublicenses under the Patent License to each of the [REDACTED]; provided, that Assignor has [REDACTED] for each such sublicense granted under this Section 1.2(a)(iii);

(iv) the non-exclusive and irrevocable right to grant sublicenses under the Patent License to [REDACTED] only if and in the event that [REDACTED], at any time after the Effective Date, is [REDACTED]

[REDACTED]. The [REDACTED] shall not apply in the event that [REDACTED]

[REDACTED]. In such event, Assignor or any successor is [REDACTED]

[REDACTED] hereunder. For the avoidance of doubt, the [REDACTED] shall remain available for [REDACTED]

[REDACTED] Assignor or any successor. The Parties acknowledge that an occurrence triggering (or terminating/waiving) [REDACTED] is not intended to be unintentional. For this reason, the Parties agree that in the event of an occurrence that would: (A) trigger [REDACTED], Assignor or any successor shall have ten (10) business days upon receiving notice from RPX of an occurrence triggering [REDACTED]

[REDACTED] and, upon doing so, the Parties agree that [REDACTED] has not been triggered, meaning that RPX cannot exercise [REDACTED] in that instance; and (B) terminate/waive [REDACTED]

[REDACTED], Assignor or any successor shall provide RPX and the applicable [REDACTED] with written notice of an occurrence terminating [REDACTED]. The applicable [REDACTED] shall have ten (10) business days upon receiving such notice to [REDACTED]

and, upon doing so, the Parties agree that [REDACTED] has not been terminated or waived, meaning that RPX can exercise [REDACTED] pursuant to this Section 1.2(a)(iv) if such [REDACTED]

Upon Assignor's receipt of the Assignment Fee [REDACTED] any Entity that is granted a sublicense by RPX (directly or indirectly) in accordance with Section 1.2(a) shall be deemed an "RPX Licensee" for purposes of this Agreement.

(b) Effective upon Assignor's receipt of the Assignment Fee, Assignor shall immediately complete the Release and Dismissal Obligations with respect to each Initial Licensee and each of their respective Affiliates that are or were Assignor Litigation Defendants. Upon RPX providing Assignor with written notice that RPX has granted a sublicense to [REDACTED]

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[REDACTED] pursuant to Section 1.2(a)(iii) and [REDACTED]
[REDACTED], Assignor shall immediately [REDACTED]
[REDACTED]
[REDACTED]
Upon RPX providing Assignor with written notice that RPX has granted a sublicense to [REDACTED]
[REDACTED] pursuant to Section 1.2(a)(iv), Assignor shall immediately [REDACTED]
[REDACTED]
[REDACTED]. Upon Assignor's [REDACTED], Assignor shall
immediately [REDACTED]
[REDACTED]
[REDACTED].

(c) The sublicense (and release) that Assignor grants in accordance with Section 1.2(a) to any Entity under the Patent License shall be deemed to be a further sublicense (and release) to that Entity's Affiliates, as well as a further sublicense (and release) to such Entity's and its Affiliates' direct and indirect customers, have-made vendors, developers, distributors, suppliers, other contractors, licensees, and end users, solely to the extent such third parties make, have made, use, purchase, provide, host, sell, lease, distribute, supply, export, import, or offer for sale any Licensed Product and Service, but expressly excluding [REDACTED] (unless and until (i) [REDACTED] or (ii) in RPX's sole discretion, RPX exercises its sublicense rights pursuant to Section 1.2(a)(ii)) (each, a "Covered Third Party"). RPX Licensees (including each such Entity's Affiliates) shall each have the right, consistent with this Section 1.2(c), to grant specific non-sublicensable, non-assignable sublicenses to its Covered Third Parties with respect to its (or its Affiliates') Licensed Products and Services.

1.3 [REDACTED] Upon Assignor's [REDACTED] and subject to Assignor's grant of rights set forth in Section 1.2, Assignor shall [REDACTED]
[REDACTED]
[REDACTED], including:

(a) all rights to make applications for patents or other forms of protection for said [REDACTED] (including without limitation the underlying inventions described therein) throughout the world and to apply throughout the world for certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any of [REDACTED] and the inventions and discoveries therein, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, including the right to invoke and claim such right of priority without further written or oral authorization;

(b) all causes of action and enforcement rights of any kind (whether such claims, causes of action or enforcement rights are known or unknown; currently pending, filed, to be filed; or otherwise) under [REDACTED]
[REDACTED]s for past, current and future infringement of
[REDACTED];

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(c) rights to collect royalties or other payments under or on account of [REDACTED]
[REDACTED] or any of the foregoing which arise after the date of such
[REDACTED];
and

(d) all rights of cooperation relating to [REDACTED]
[REDACTED] that were assigned or granted by [REDACTED];

(e) notwithstanding the foregoing, Assignor shall have the right to grant [REDACTED]
[REDACTED] (unless and until RPX, in its sole
discretion, exercises its sublicense rights with respect to [REDACTED]
[REDACTED] pursuant to Sections 1.2(a)(ii) and/or 1.2(a)(iii).

Upon [REDACTED], Assignor shall [REDACTED]
[REDACTED]
[REDACTED], including:

(i) all rights to make applications for patents or other forms of
protection for [REDACTED] (including without limitation the underlying inventions
described therein) throughout the world and to apply throughout the world for certificates of
invention, utility models, industrial design protections, design patent protections, or other
governmental grants or issuances of any type related to any of [REDACTED] and the
inventions and discoveries therein, as well as to claim and receive the benefit of the right of
priority provided by the International Convention for the Protection of Industrial Property, as
amended, or by any convention which may henceforth be substituted for it, including the right to
invoke and claim such right of priority without further written or oral authorization;

(ii) all causes of action and enforcement rights of any kind (whether
such claims, causes of action or enforcement rights are known or unknown; currently pending,
filed, to be filed; or otherwise) under [REDACTED]
[REDACTED];

(iii) rights to collect royalties or other payments under or on account of
[REDACTED] or any of the foregoing which arise after the date of such [REDACTED]
[REDACTED]; and

(iv) all rights of cooperation relating to [REDACTED]
[REDACTED].

All of the foregoing in this Section 1.3 shall be deemed [REDACTED].
Assignor shall not [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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prior to the Effective Date. RPX acknowledges that it will [REDACTED] subject to the [REDACTED] attached hereto. Until the effective date of [REDACTED] as it relates to [REDACTED] Assignor holds [REDACTED], subject to the terms of this Agreement. Until the effective date of [REDACTED] as it relates to [REDACTED], Assignor holds [REDACTED], subject to the terms of this Agreement. After the effective date of [REDACTED], Assignor shall [REDACTED] except as set forth herein.

1.4 [REDACTED] Immediately following [REDACTED] pursuant to Section 1.3, RPX, on behalf of itself, its Affiliates, and their successors and assigns, hereby grants to [REDACTED], successors and assigns, and any business unit or division that such Entity may divest, [REDACTED].

1.5 [REDACTED] At any time following the Effective Date, RPX may notify Assignor, in writing, of [REDACTED]. Assignor shall have five (5) business days thereafter to notify RPX of [REDACTED], thereby eliminating [REDACTED]. Assignor shall thereafter [REDACTED] within five (5) business days. In the event Assignor (a) [REDACTED], RPX shall within five (5) business days of either (a) or (b), [REDACTED].

1.6 [REDACTED] As of the effective date of each applicable [REDACTED] Assignor shall, without charge to RPX, or its Affiliates, successors, assigns and nominees, but at Assignor's expense, [REDACTED], and any other document reasonably necessary to [REDACTED] set forth in Section 1.3. In the event that RPX, or its Affiliates, successors, assigns and nominees, is unable for any reason whatsoever to [REDACTED] under this Section 1.6, Assignor hereby [REDACTED]

1.7 [REDACTED] From and after the effective date of [REDACTED], Assignor agrees to use commercially reasonable efforts [REDACTED] RPX and its Affiliates, successors, assigns and nominees to [REDACTED] RPX, and its Affiliates, successors, assigns and nominees, lawfully and reasonably may request [REDACTED], including but not limited to searching for and delivering copies of [REDACTED]

Section 2. Representations and Warranties

2.1 Representations and Warranties of Assignor. Assignor, on behalf of itself and its Affiliates, represents and warrants that, as of the Effective Date:

(a) it has all requisite legal right, power, and authority to execute and deliver all documents required to be executed (including this Agreement), and to perform all of its obligations under and grant all rights and make all assignments in accordance with this Agreement;

(b) except as set forth on Exhibit B, it has good and marketable title to the Patents (including, without limitation, all right, title, and interest in the Patents and the right to sue for past, present and future infringements thereof); Assignor has the legal right to grant the Patent License set forth in Section 1.2, and it has provided to RPX accurate and complete copies of all agreements under which it obtained by assignment or otherwise such title to the Patents;

(c) to the best of Assignor's knowledge, except for the Patent License granted in Section 1 of this Agreement and any licenses, covenants not to sue, liens, security interests, settlement agreements or other encumbrances identified in Exhibit F attached hereto, the Patents are not subject to any licenses, covenants not to sue, liens, security interests, or other encumbrances that would impair the rights granted hereunder;

(d) to the best of Assignor's knowledge, the inventions and discoveries claimed in the Patents were made solely by the inventor(s) named in the Patents, without misappropriation of any trade secrets, confidential information, or other rights of any person, and no other party has any rights with respect to any such inventions or to the Patents;

(e) except as set forth on Exhibit B, all maintenance fees, annuities and other payments owed to the PTO or any foreign patent office in connection with the Patents have been timely paid and are current as of the Effective Date;

(f) it has not entered and shall not enter into any agreement that would materially impair or conflict with its obligations hereunder;

(g) except for the Patent License granted in Section 1 of this Agreement, and except for the encumbrances set forth on Exhibit F attached hereto, no other Entity has any rights with respect to the Patents or any such inventions or discoveries described in the Patents; and (ii) there has been no previous sale, transfer, assignment or other grant of rights under the Patents or any other agreement by Assignor that affects, in any manner, title to, or RPX's or any RPX Licensee's enjoyment of, the Patents or the underlying inventions, including, but not limited to, an assignment of full or partial rights in or to one or more of the Patents, an exclusive license to one or more of the Patents, or a right or option to obtain an exclusive license;

(h) performance of this Agreement does not and will not conflict with or result in a breach of any agreement to which it is bound, and other than the Assignor Litigations and the notice letters listed on Exhibit J, the Patents have not been asserted against any third

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party, in a licensing, litigation or other context, in a manner in which the third party (i) has been accused of infringing the Patents or (ii) has standing to bring a declaratory judgment action;

(i) other than the Assignor Litigations and the *inter partes* reviews listed in Exhibit K, the Patents are not and have not been the subject of any pending or past litigation, or to the knowledge of Assignor following reasonable due diligence and investigation, any reexamination, reissue or interference proceeding, or other *inter partes* legal proceeding before any tribunal of competent jurisdiction;

(j) no patent claim in the Patents has been adjudicated to be invalid or unenforceable, in whole or in part, for any reason, in any administrative, arbitration, or judicial proceeding before a tribunal of competent jurisdiction, and Assignor has not received notice from any third party threatening the filing of any such proceeding except for any notice from any Assignor Defendant in connection with an Assignor Litigation;

(k) other than as asserted in affirmative defenses, counterclaims, or otherwise in the Assignor Litigations, to the best of Assignor's knowledge, none of the inventors of the Patents nor their counsel: (i) intentionally failed to disclose any material, non-cumulative prior art references to the PTO or any foreign patent offices requiring such disclosure in connection with the prosecution of any Patents; (ii) made any material misstatements or misrepresentations to the PTO or any foreign patent offices in connection with the prosecution of any of the Patents; or (iii) engaged in any act or omission inconsistent with the duty of candor owed to the PTO or to any foreign patent offices;

(l)

(m) other than as asserted in affirmative defenses, counterclaims, or otherwise in the Assignor Litigations, there is no pending or, to the knowledge of Assignor, threatened claim that the practice of the inventions described in the Patents infringes any patents or patent applications of any third party and, to the knowledge of Assignor, there is no basis for any such claim.

2.2 Representations and Warranties of RPX. RPX, on behalf of itself and its Affiliates, represents and warrants that: (i) it has all requisite legal right, power, and authority to execute, deliver, and perform this Agreement; (ii) it has not entered and shall not enter into any agreement that would materially impair or conflict with its obligations hereunder; and (iii) performance of this Agreement does not and will not conflict with or result in a breach of any agreement to which it is bound.

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Section 3. Covenants of Assignor. In addition to and without limiting any other covenants contained in this Agreement, Assignor, on behalf of itself and its Affiliates, further covenants as follows:

(a) it will not enter into any agreement that would materially impair or conflict with its obligations hereunder;

(b) it will not pledge the Patents as collateral for any obligation or grant or cause any lien or security interest to be filed against or otherwise attach to the Patents or otherwise encumber the Patents, unless the same is subject to the rights granted by Assignor hereunder;

(c) in the event it transfers, assigns or conveys any interest in and to the Patents to any third party (including any Affiliates) other than to RPX or RPX's Affiliates, it will obligate such third party to agree in writing to abide by all covenants, releases, rights and obligations owed under this Agreement by Assignor (including, without limitation, [REDACTED] obligations as set forth in Section 1.3) and to take the Patents subject to the Patent License granted by Assignor hereunder and subject to any sublicense (and release) granted by RPX and RPX Licensees in accordance with Section 1;

(d) it shall take all commercially reasonable actions to maintain and defend the Patents [REDACTED] and [REDACTED], including without limitation timely paying all maintenance fees, annuities and the like due or payable on the applicable Patents in the PTO and any foreign patent offices [REDACTED];

(e) it shall pay all taxes (including, without limitation, sales and value added taxes) imposed on Assignor by the national government, and any state, local or other political subdivision thereof, of any country in which Assignor is subject to taxation, as the result of receiving consideration hereunder; however, for clarity, this provision is not intended to modify the payment obligations under Section 1.1 or the Assignor's right to receive from RPX the full Assignment Fee;

(f) as of and following the date that Assignor receives the Assignment Fee, neither Assignor nor any of its Affiliates will sue or threaten to sue (or instruct, encourage, or aid a third party to sue or threaten to sue) RPX, any RPX Licensee (including each such Entity's Affiliates) or any other Entity that has been granted a sublicense hereunder for direct or indirect infringement (including, without limitation, inducement, or contributory infringement) under any Patent after Assignor has received the Assignment Fee [REDACTED], as applicable, and neither Assignor nor its Affiliates will sue or threaten to sue (or instruct, encourage, or aid a third party to sue or threaten to sue) any customers, suppliers, manufacturers or distributors of RPX or RPX Licensees (including each such Entity's Affiliates [REDACTED]

[REDACTED]
[REDACTED]
for direct or indirect infringement (including, without limitation, inducement, or contributory infringement) under any Patent after Assignor has received the Assignment Fee [REDACTED]
[REDACTED], with respect to any Licensed Product and Service;

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[REDACTED]

(g) as of and following the date that Assignor receives the Assignment Fee, in the event that RPX provides written notice to Assignor that Assignor has sued or threatened to sue (or instructed, encouraged, or aided a third party to sue or threaten to sue) any Entity in violation of Sections 3(f) and/or 3(n), Assignor will immediately cease making any such threats and promptly dismiss, with prejudice, any such lawsuit (or other adversarial proceeding) that Assignor has filed or otherwise controls, and, to the extent Assignor fails to take such action within ten (10) business days following the written notice, Assignor will promptly reimburse RPX and/or such damaged Entity, as applicable, for any reasonable costs (including reasonable attorney fees) incurred as a result of such threat or lawsuit;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 4. Disclaimers, Indemnification and Releases.

(A) REGARDING THE PATENTABILITY OF ANY CLAIMED INVENTION IN, OR THE VALIDITY, OF ANY PATENT, OR

4.2. [REDACTED]

[REDACTED]

[REDACTED]

4.3 Release.

(a) Effective upon Assignor's receipt of the Assignment Fee, Assignor shall automatically be deemed to, and does hereby, forever waive and release all Claims, known or unknown, that Assignor may have against RPX, any RPX Licensee (include each such Entity's Affiliates), or any other Entity granted a sublicense under the Patents in accordance with Section 1.2.

(b) Assignor understands and agrees that the releases set forth in Section 4.3(a) shall extend to any and all Claims described in Section 4.3(a) of every nature and kind whatsoever, whether such Claims are known or unknown, suspected or unsuspected, and any and all rights that may exist under Section 1542 of the California Civil Code ("Section 1542") within the scope of the release set forth in Section 4.3(a) are expressly waived. Assignor expressly acknowledges that it has read Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
WHICH THE CREDITOR DOES NOT KNOW OR
SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE
TIME OF EXECUTING THE RELEASE, WHICH IF
KNOWN BY HIM OR HER, MUST HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR.

Assignor understands and agrees that Section 1542, if applicable herein, gives it the right to not release existing claims of which it is not now aware of and does not suspect to exist, unless it voluntarily chooses to waive this right. Even though Assignor is aware of this right, it

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nevertheless hereby voluntarily waives the right described in Section 1542, and elects to assume all risks for Claims with respect to the Patents that now exist in its favor, known or unknown, arising from the subject matter of the release set forth in Section 4.3(a), and expressly waives any rights under any other statutes or common law principles of similar effect. If, contrary to the specific intent of Assignor, any Claims with respect to the Patents released under Section 4.3(a) are deemed to exist or survive despite the releases given in Section 4.3(a) above, Assignor hereby forever, expressly and irrevocably waives entitlement to all such released Claims with respect to the Patents, known and unknown, prior to the Effective Date, and it is expressly agreed that the provisions of Section 1542 do not apply.

Section 5. Miscellaneous.

5.1 Binding Effect and Assignment. This Agreement shall not be binding upon the Parties until it has been signed herein below by or on behalf of each Party. This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective Affiliates, successors and assigns. No amendment or modification hereof shall be valid or binding upon the Parties unless made in writing and signed as aforesaid. The Patent License and any sublicenses granted and/or included therein pursuant to Section 1.2 are for the benefit of RPX, RPX Licensees (including each of the foregoing Entities' Affiliates), and each of their respective Covered Third Parties, [REDACTED]

[REDACTED] Assignor shall not be liable to any RPX Licensee or its Affiliates or Covered Third Parties for any act or omission solely by RPX [REDACTED]; provided, that the foregoing does not limit any of the representations, warranties, covenants, or other terms and conditions of this Agreement.

5.2 Notices. Notices and other communications relevant to this Agreement or to any of the Patents shall be sent by electronic mail, hand delivery, or by registered or certified mail to the following address, or to such other address as may be given by notice hereafter, and shall be effective upon sending, if sent by electronic mail, as proven by electronic date stamp, or upon receipt if sent by registered or certified mail, as proven by a post office delivery receipt:

For Assignor:

ZiiLabs Inc., Ltd.
c/o 31 International Business Park
#03-01 Creative Resource
Singapore 609921
ATTN: Legal Department
[REDACTED]

For RPX:

RPX Corporation
One Market Plaza, Steuart Tower, Suite 800

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San Francisco, CA 94105
ATTN: Legal Department
Email: legal@rpxcorp.com

5.3 Severability. If any section of this Agreement is found by competent authority to be invalid, illegal, or unenforceable in any respect for any reason, the validity, legality, and enforceability of any such section in every other respect and the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the Parties.

5.4 Governing Law. This Agreement, including its formation, shall be governed by and construed, and the legal relations between the Parties hereto shall be determined, in accordance with the law of the State of California, United States of America, as such law applies to contracts signed and fully performed in such State, without regard to the principles of conflicts of law thereof.

5.5 Section Headings. The headings of sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

5.6 Confidentiality. No Party hereto shall disclose the terms of this Agreement to any third party, without the prior written consent of the other Parties. This obligation is subject to the following exceptions: (a) disclosure by the Parties and their Affiliates is permissible if required by government or court order, discovery request, or subpoena in pending litigations, provided that: (i) the disclosing Party first gives the other Parties prior written notice in order to enable such other Parties to seek a protective order or motion to quash (or other equivalent protection), such permissible disclosure limited to the terms legally required to be disclosed, and (ii) any such disclosure is subject to protective order, with such permissible disclosure protected under an "Outside Attorneys Eyes Only" or higher confidentiality designation; (b) disclosure by the Parties and their Affiliates or Assignor Parent is permissible if otherwise required by any applicable securities exchange rules or regulations, such permissible disclosure limited to the terms legally required to be disclosed; (c) the Parties and their Affiliates may disclose this Agreement or its contents to the extent reasonably necessary, on a confidential basis, to its accountants, attorneys, and financial advisors; (d) RPX and its Affiliates may disclose the non-financial terms of this Agreement (i) to any RPX Licensees, Initial Licensees, [REDACTED] and any other potential sublicensees of the Patents, and (ii) [REDACTED] (e) [REDACTED] (f) any Party may disclose any information that was made publicly available without a breach of this Agreement; and (g) RPX and Assignor Parent may each issue a press release (without disclosing any financial terms) following the execution of this Agreement to announce the consummation of this transaction, provided that the other Party has provided prior written approval of each such press release.

5.7 Entire Agreement. This Agreement, including the accompanying exhibits attached hereto, embodies the entire understanding of and agreement between the Parties with respect to the Patents and merges and supersedes all prior agreements, understandings, negotiations, and discussions between the Parties. No Party shall be bound by any condition,

definition, warranty, understanding or representation with respect to the subject matter hereof other than as expressly provided herein. For the avoidance of doubt, nothing in this Agreement is intended to (a) revoke, narrow, terminate, or require a refund of any payment received under any prior license, settlement, release or other grant of rights between Assignor and any RPX Licensee and/or their respective Affiliates, or (b) revive or preserve in the name of Assignor, any of its Affiliates or any successors in interest any claims otherwise released and dismissed by Assignor or its Affiliates under any Patents.

5.8 Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.

5.9 Relationship of the Parties. Nothing contained herein, or done in pursuance of this Agreement, will constitute the Parties entering into a joint venture or partnership or will constitute any Party hereto being the agent for any other Party for any purpose or in any sense whatsoever.

5.10 Licenses of Intellectual Property. All rights, licenses and releases granted by Assignor directly or indirectly to RPX and RPX Licensees (including each such Entity's Affiliates) are, and shall otherwise be deemed to be, for the purpose of Section 365(n) of the United States Bankruptcy Code, as amended (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The Parties hereto agree that RPX and RPX Licensees (including each such Entity's Affiliates), as licensees or sublicensees of rights granted in this Agreement, shall retain and may fully exercise all their rights and elections under the Bankruptcy Code. The Parties hereto further agree that, in the event that any proceeding shall be instituted by or against Assignor seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors, or seeking an entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or any substantial part of its property or it shall take any action to authorize any of the foregoing actions, the opposite Parties shall have the right to retain and enforce their rights under this Agreement, provided that they remain in full compliance with the terms and conditions of this Agreement.

5.11 Authorship. No Party shall be considered the author of this Agreement for the purpose of interpreting any provision herein.

5.12 Acknowledgement. Nothing in this Agreement shall require or shall be construed to require RPX or any RPX Affiliate to sue or threaten to sue (or instruct, encourage, or aid a third party to sue or threaten to sue) any Entity.

5.13 Termination and Survival. Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive. For the avoidance of doubt, the Patent License granted by Assignor hereunder, the rights of RPX and RPX Licensees to grant sublicenses in accordance with Section 1, the Patent Assignment, all sublicenses granted by RPX and RPX Licensees in accordance with Section 1, and all releases, covenants, representations and warranties given by Assignor shall survive termination or expiration of this Agreement.

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[The remainder of this page is blank; signature page follows.]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Agreement on behalf of his or her respective Party.

Agreed to:

ZIILABS INC., LTD.

Agreed to:

RPX CORPORATION

Name: Ng Keh Long

Title: Director

Date: 7 July 2017

Name: Martin Roberts

Title: CEO

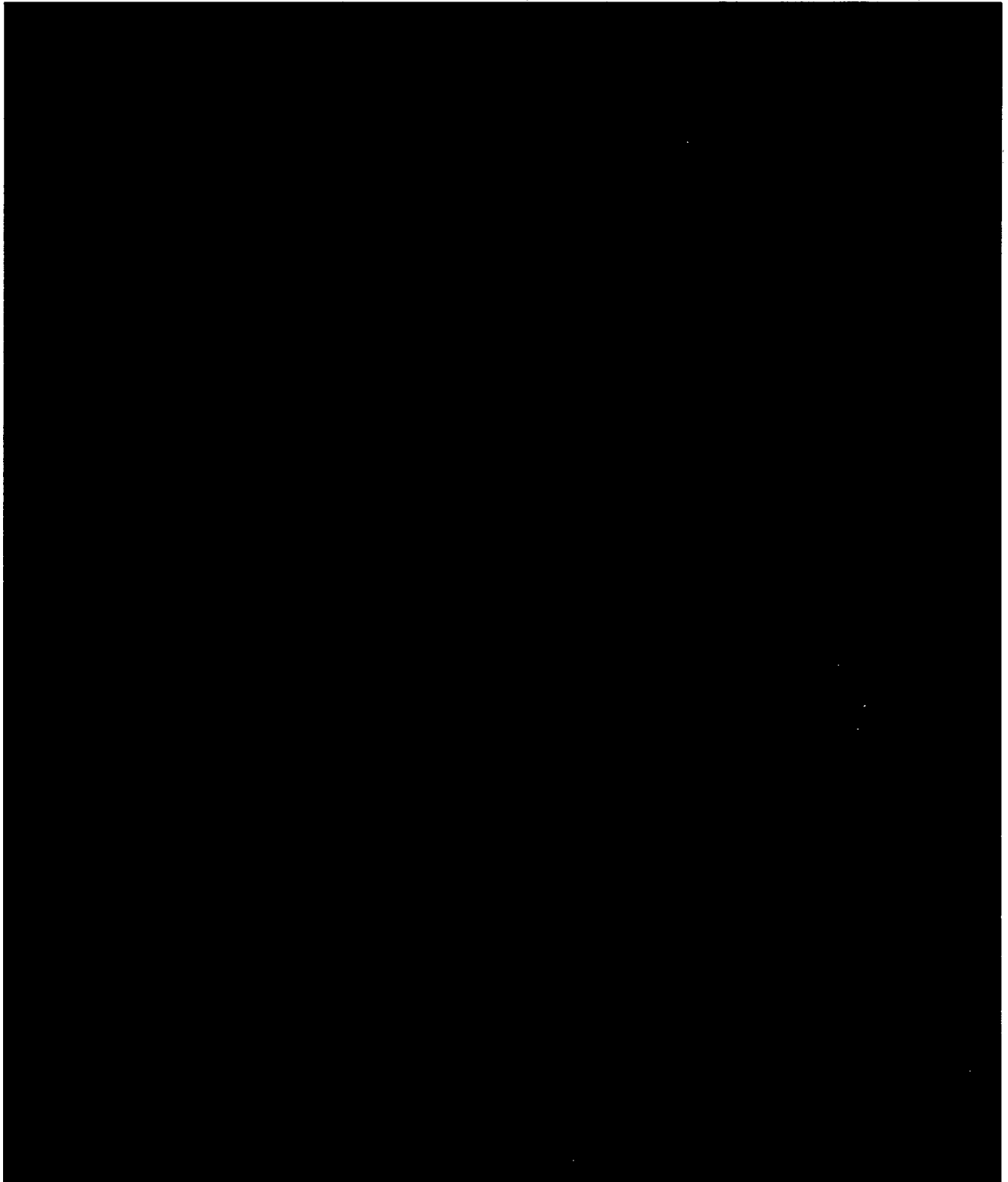
Date: 7 July 2017

[signature page to Patent License, License Option and Assignment Agreement]

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EXHIBIT A

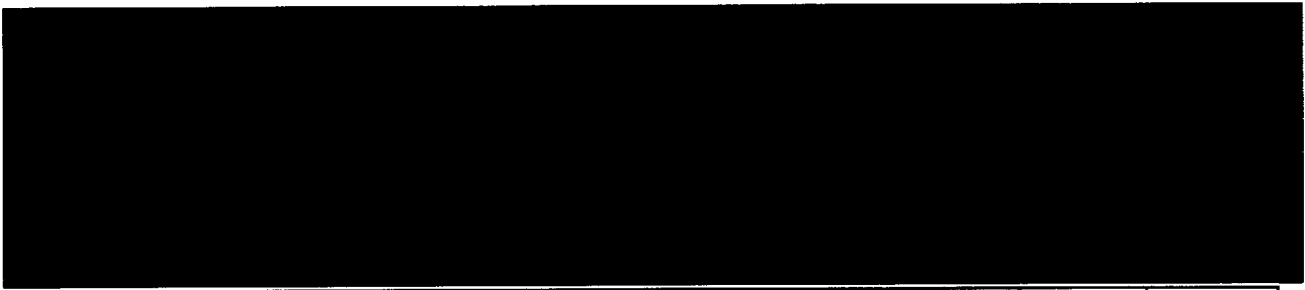


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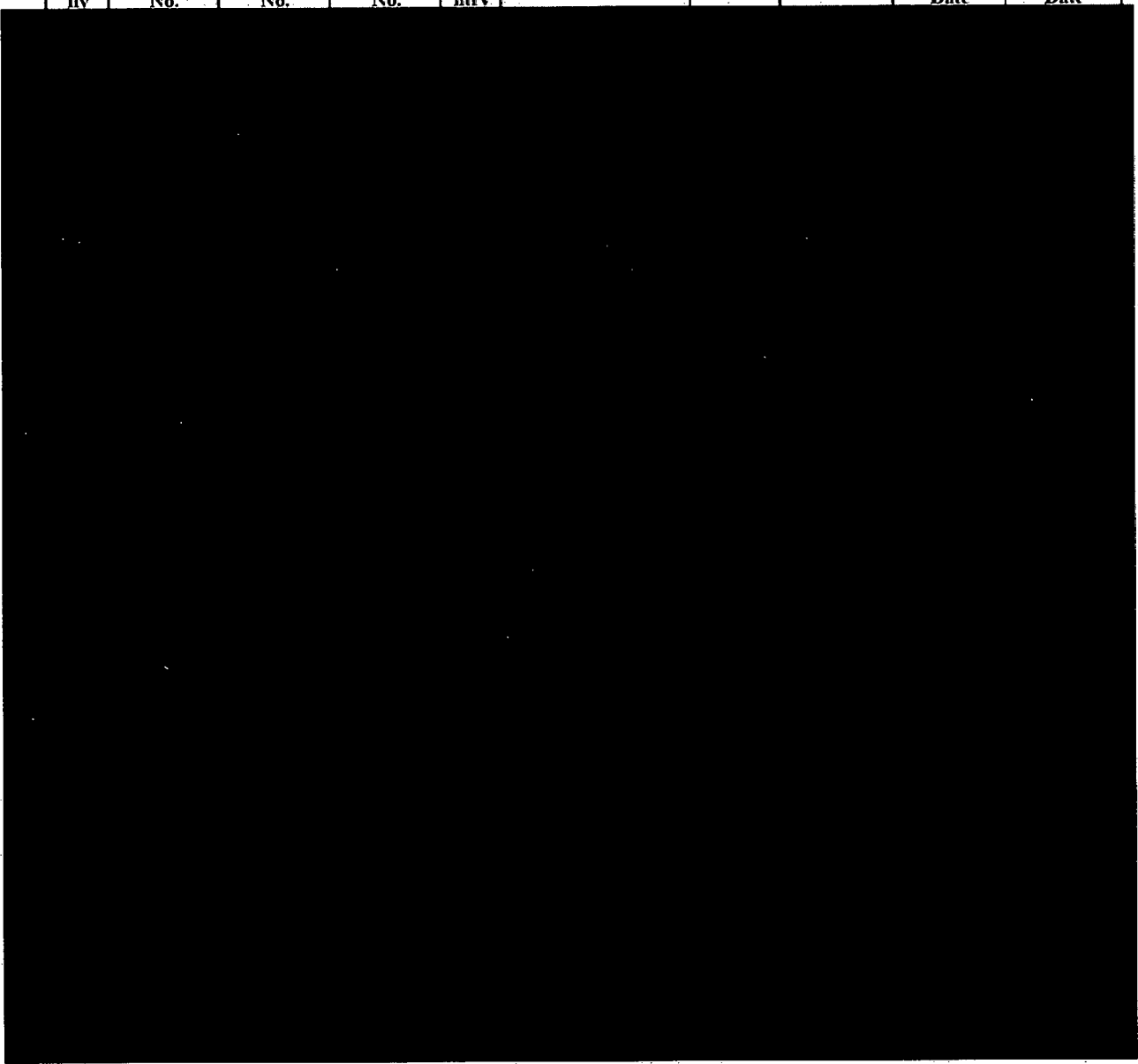


EXHIBIT B

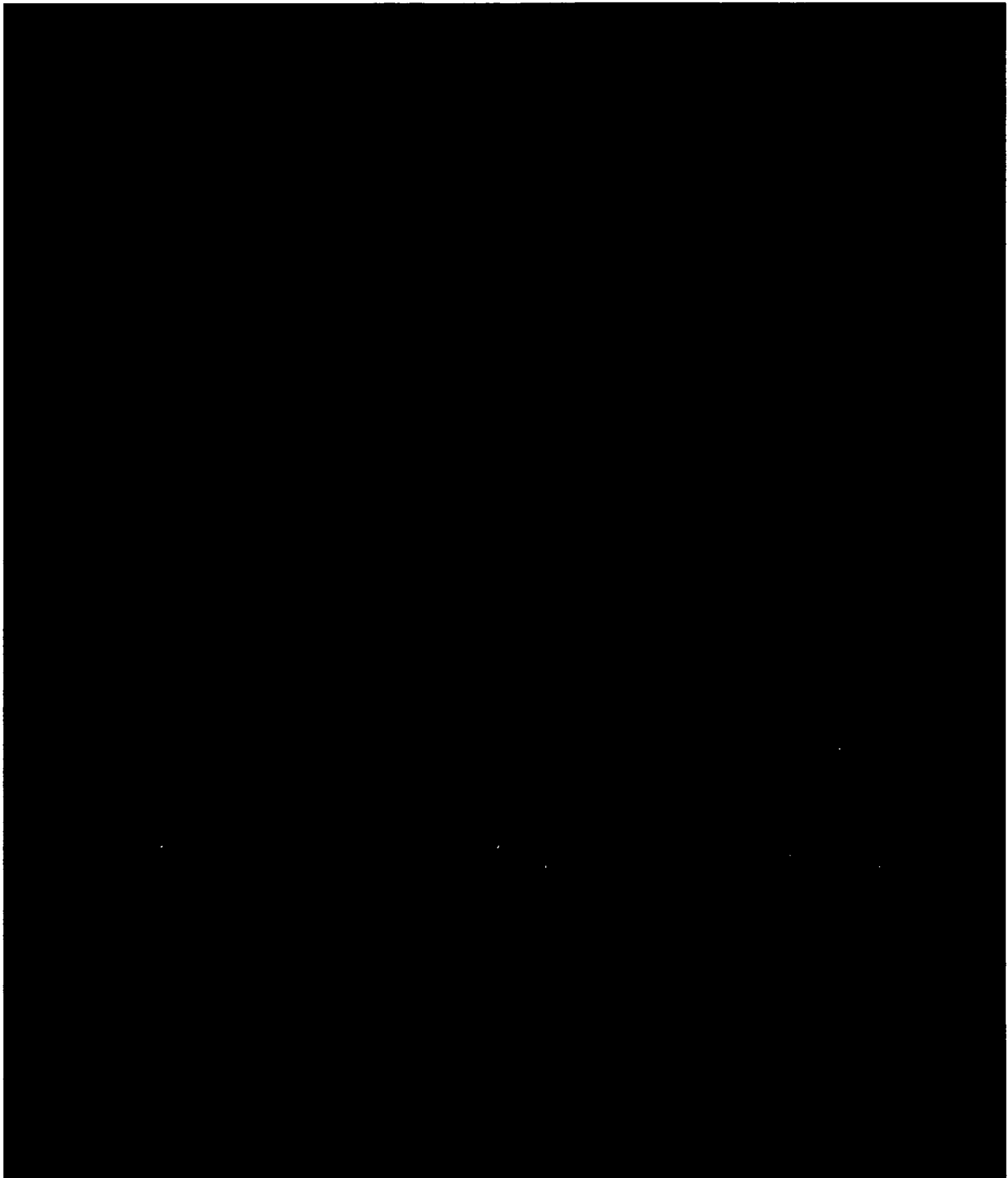
PATENTS



Fam ily	Patent No.	Pub. No.	App. No.	Cou ntry	Title	Status	File Date	Pub. Date	Issue Date
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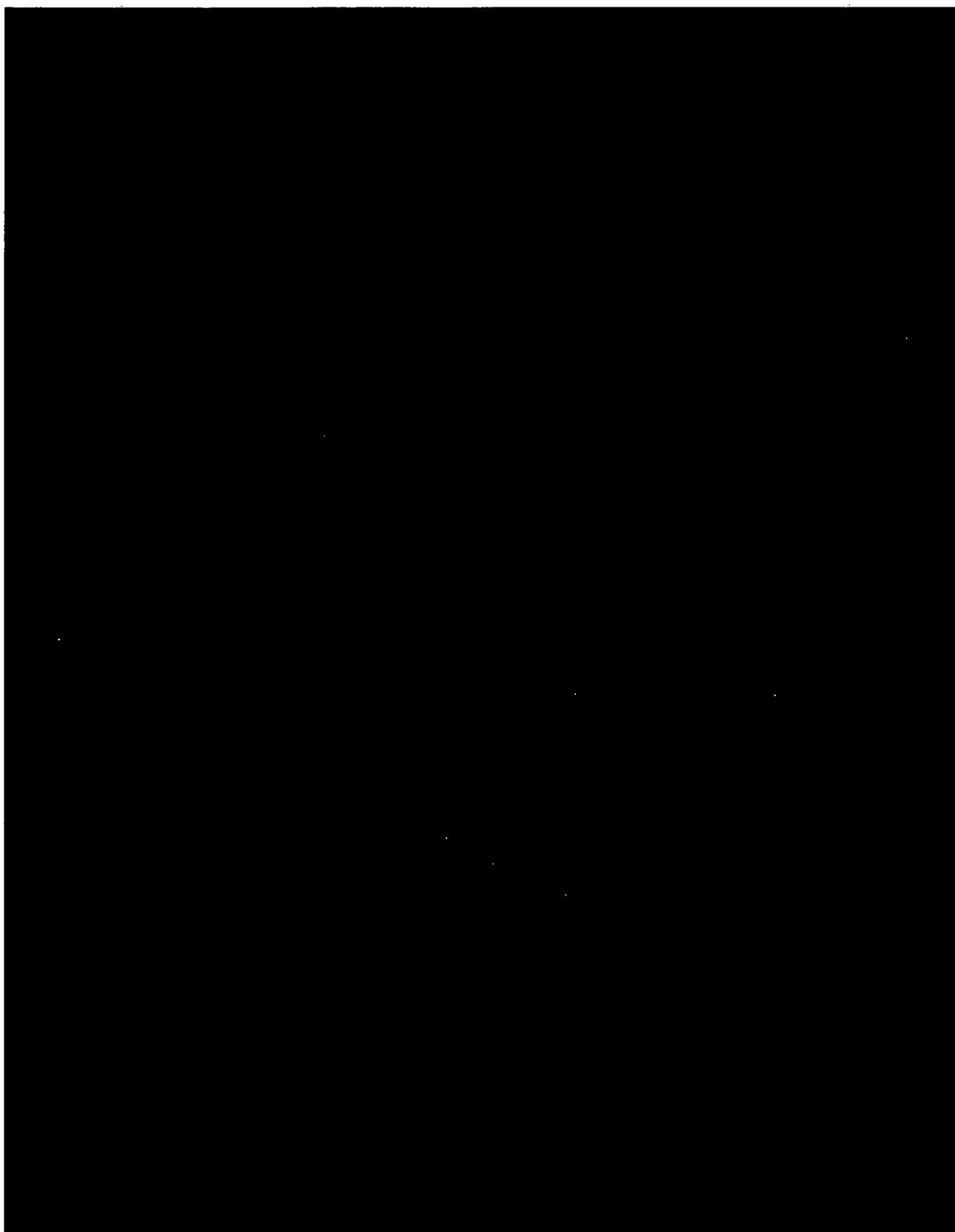
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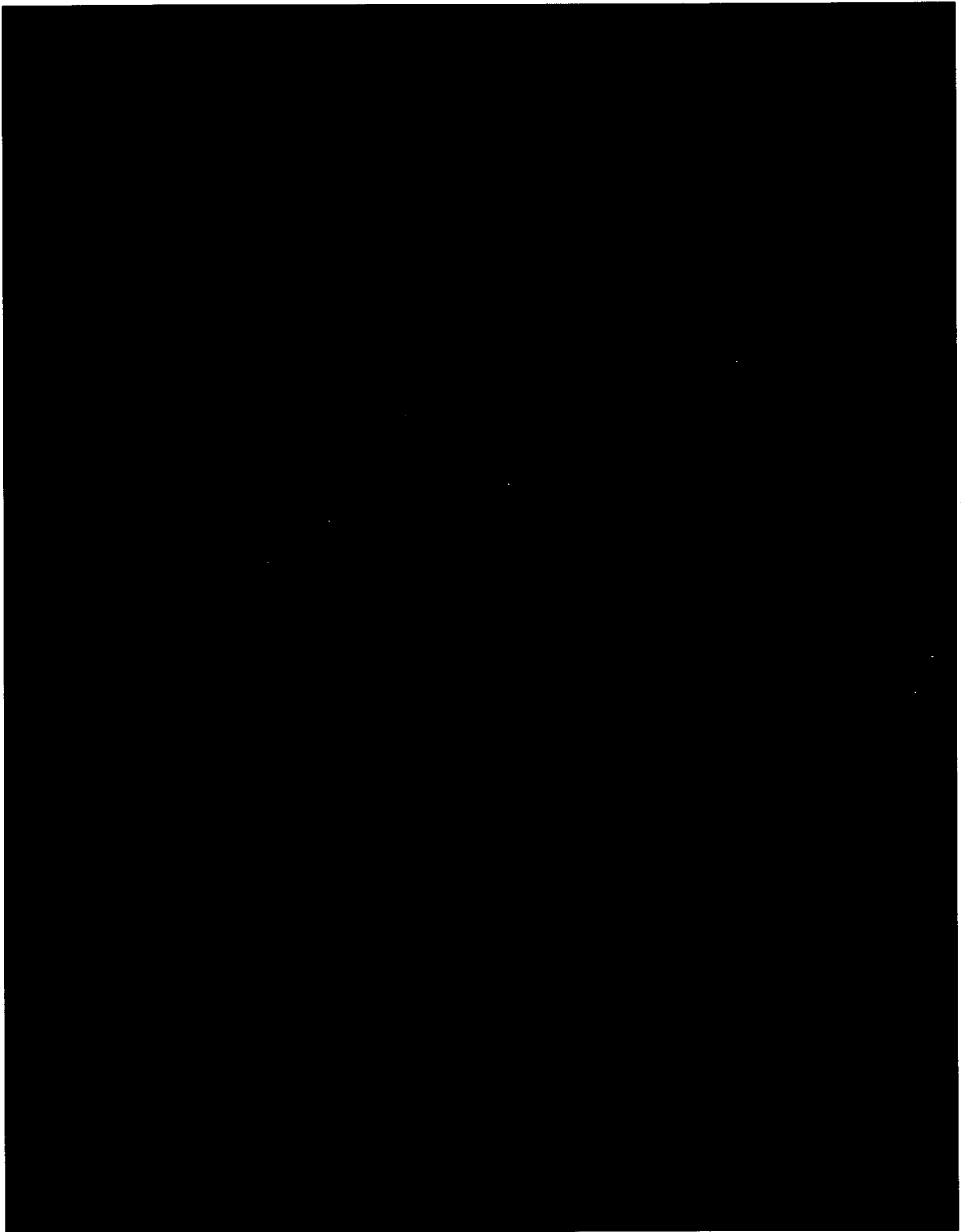


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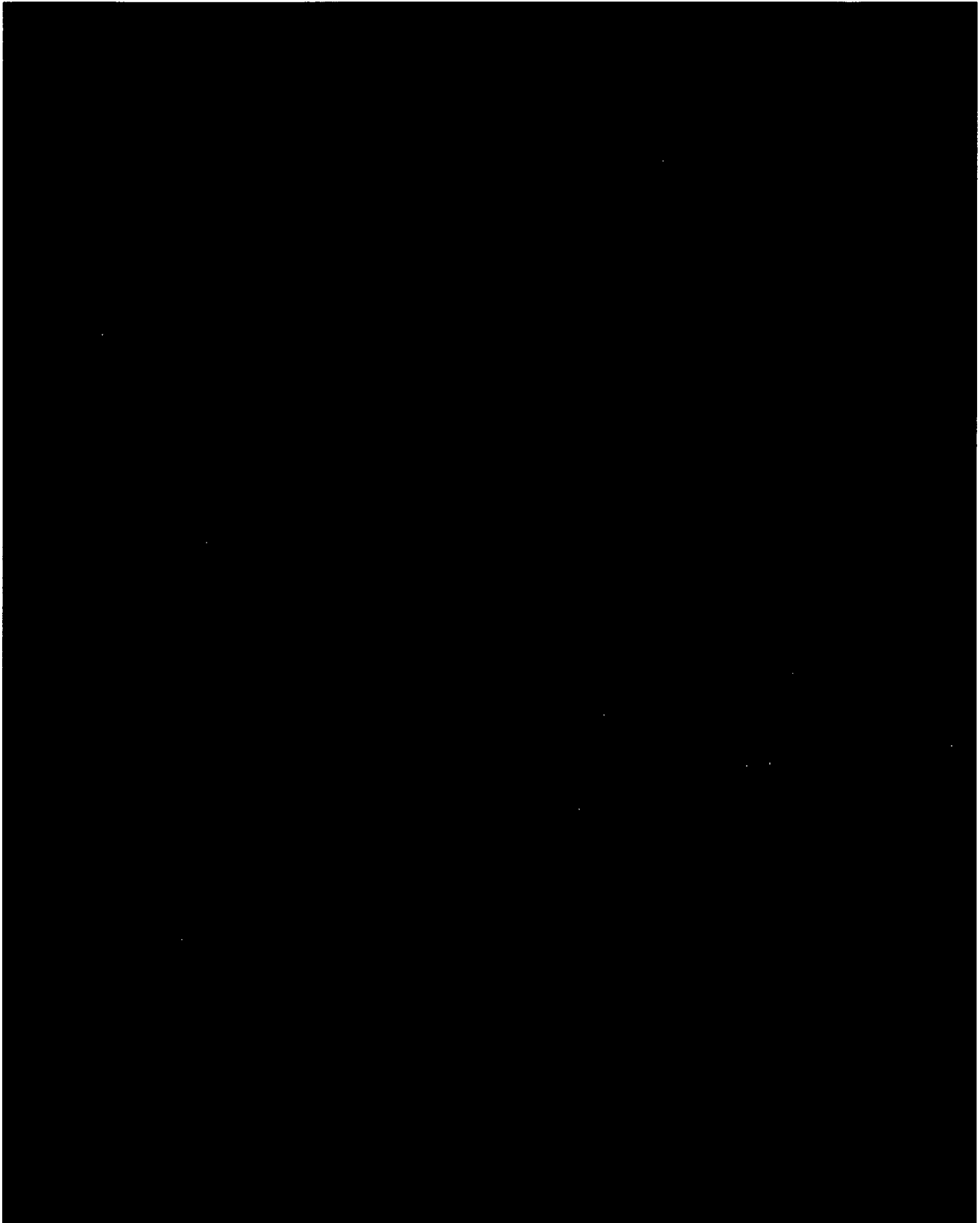


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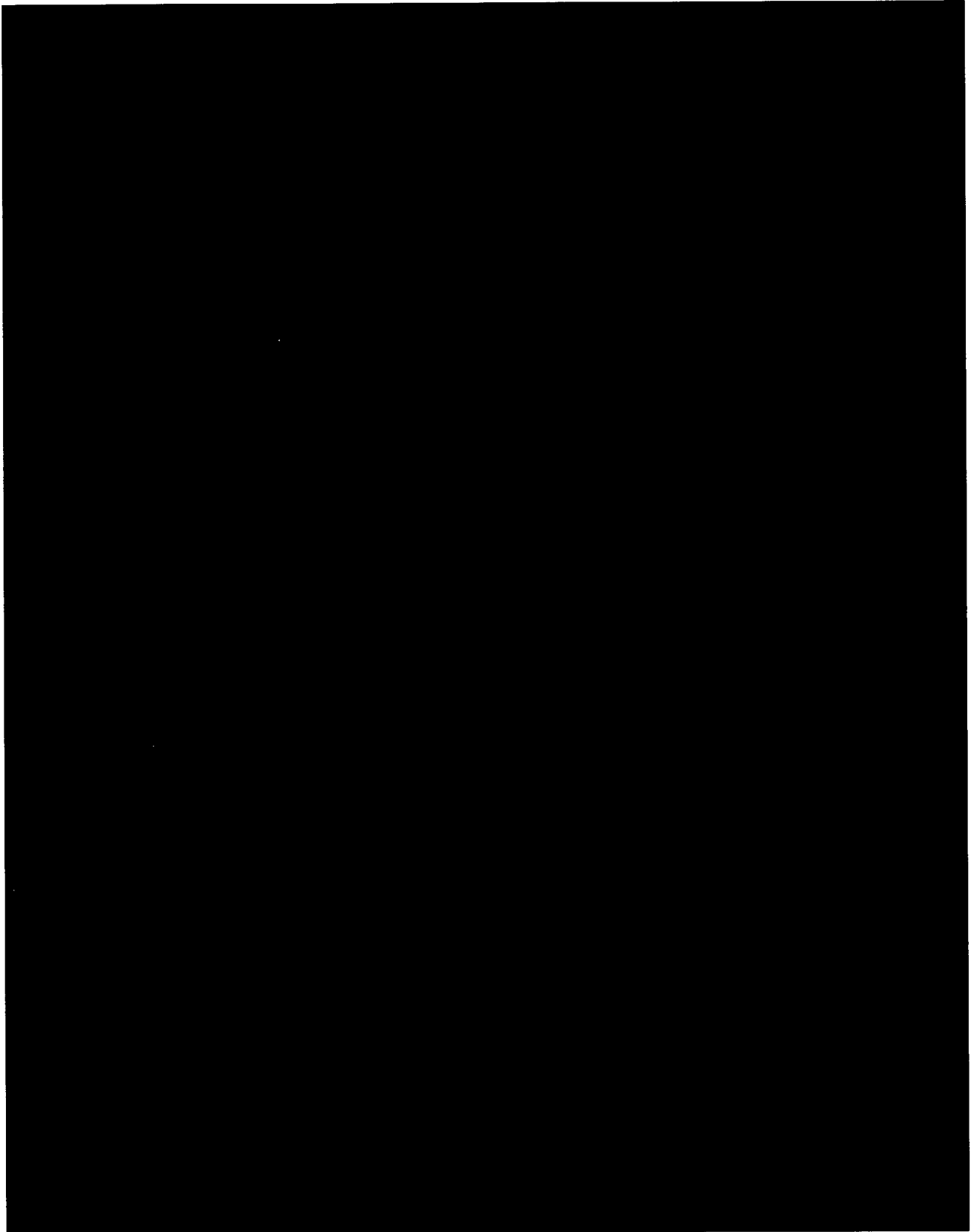
US667795 2			US09/591 230	US	Texture download dma controller synching multiple independently- running rasterizers	Granted	6/9/2000		1/13/2004
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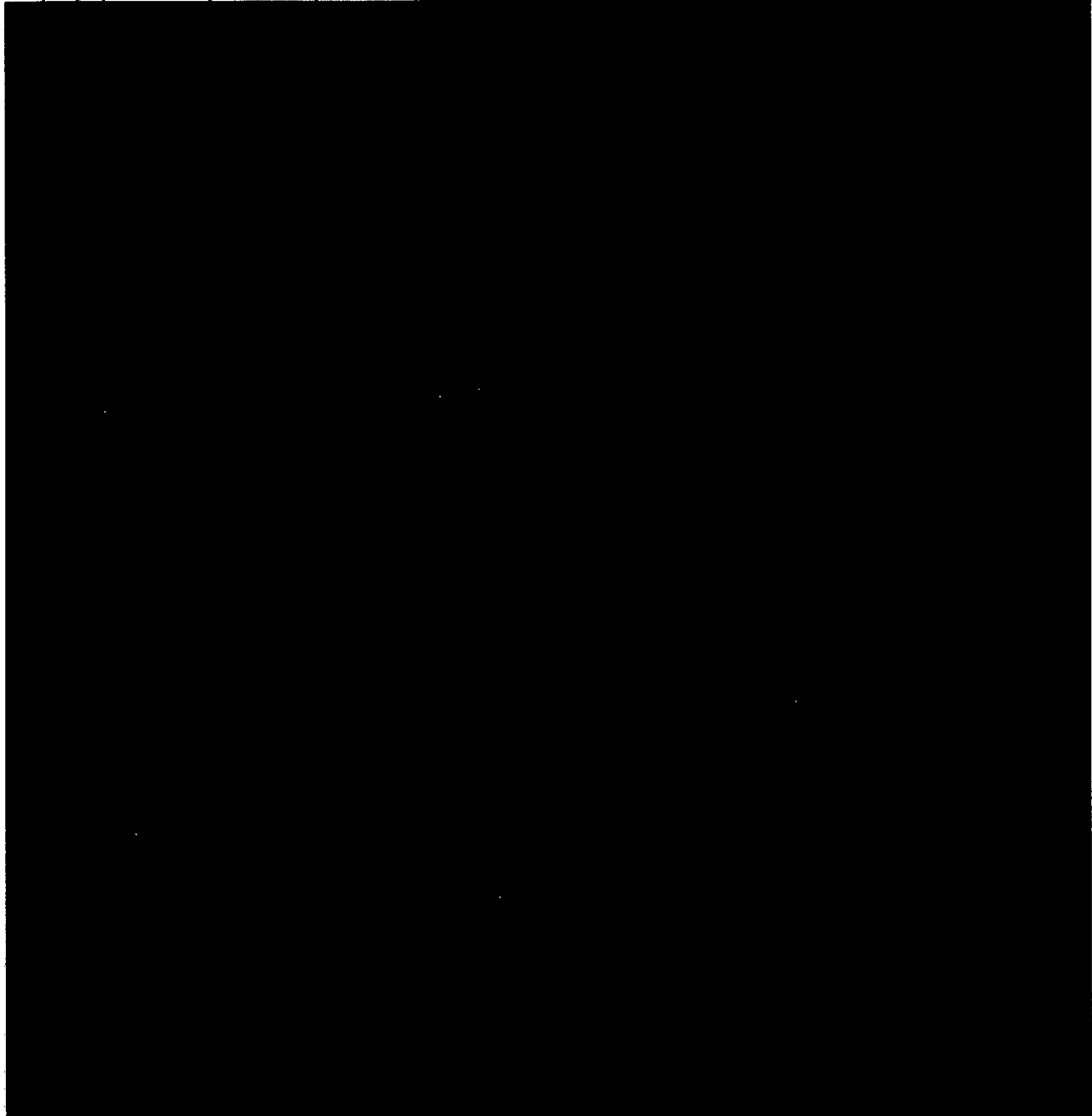
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US751861 6		US09/353 887	US	Graphics processor with texture memory allocation system	Granted	7/15/1999		4/14/2009
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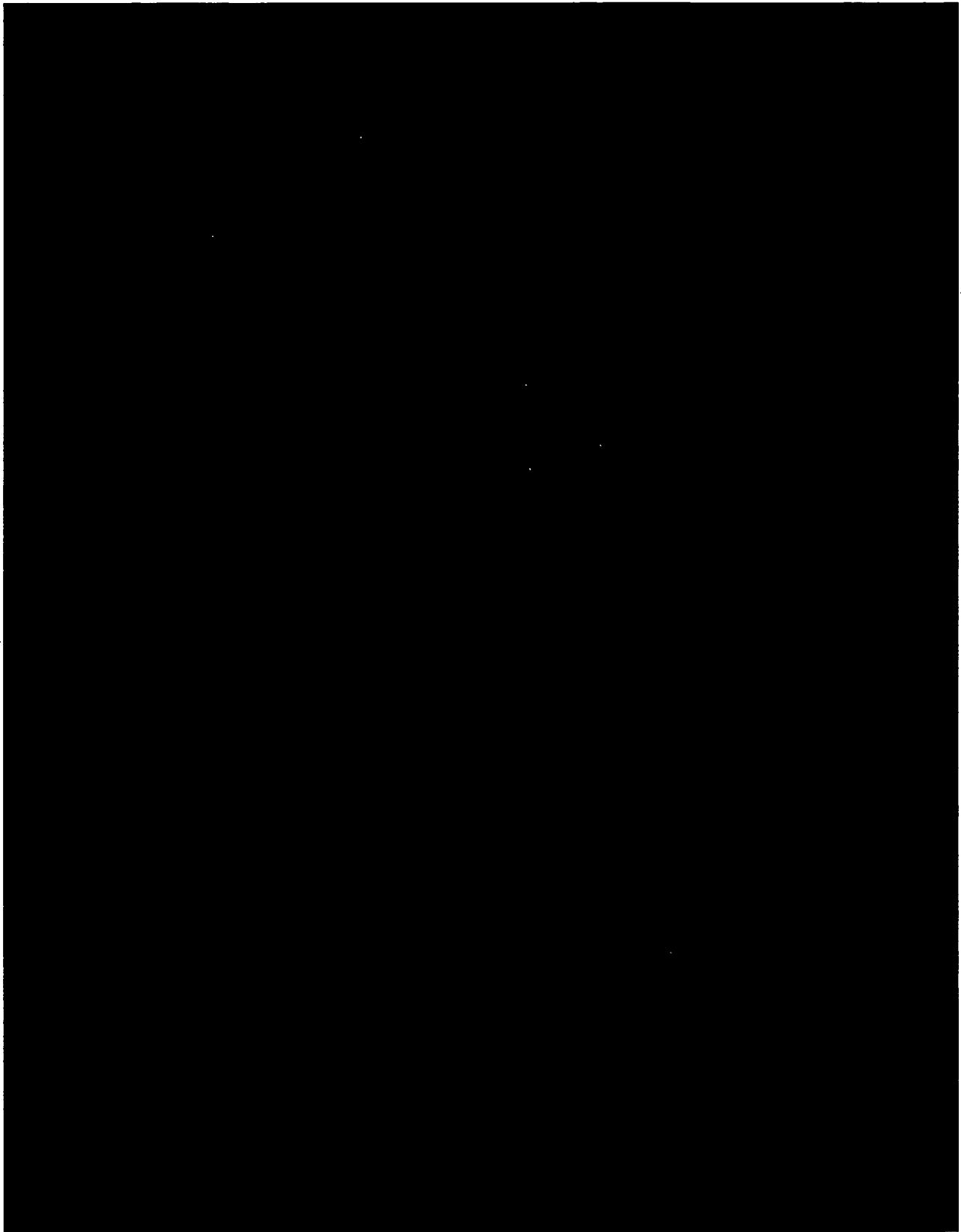


US695035 0		US10/117 663	US	Configurable pipe delay with window overlap for ddr receive data	Granted	4/4/2002		9/27/2005
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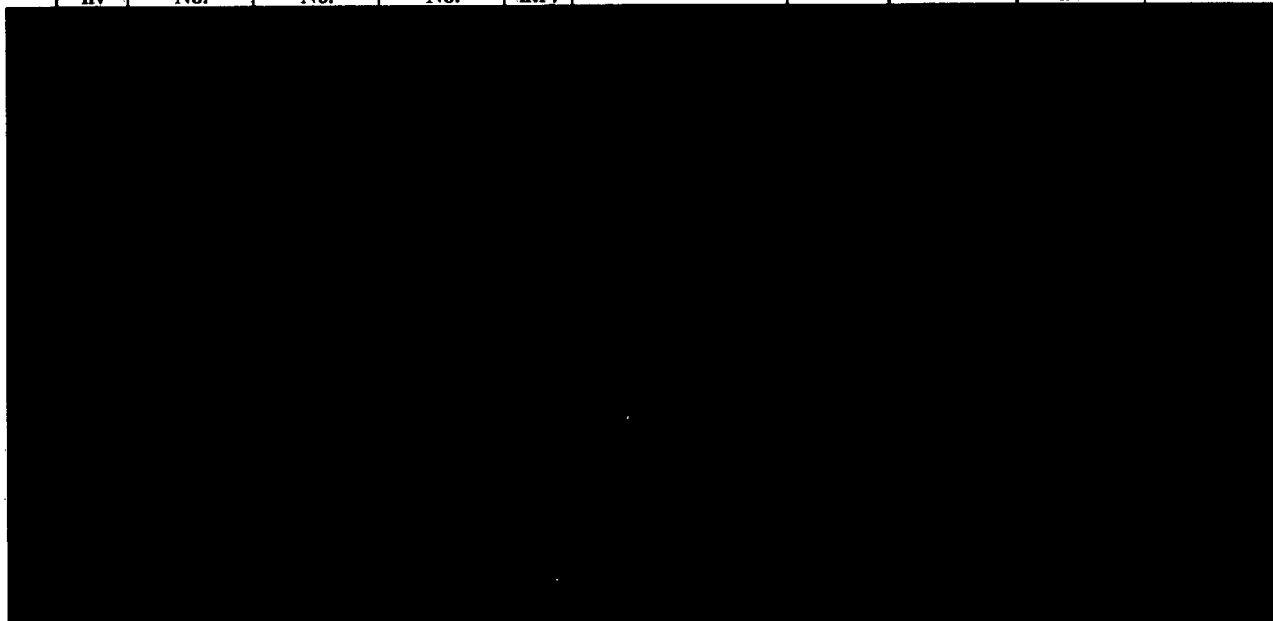
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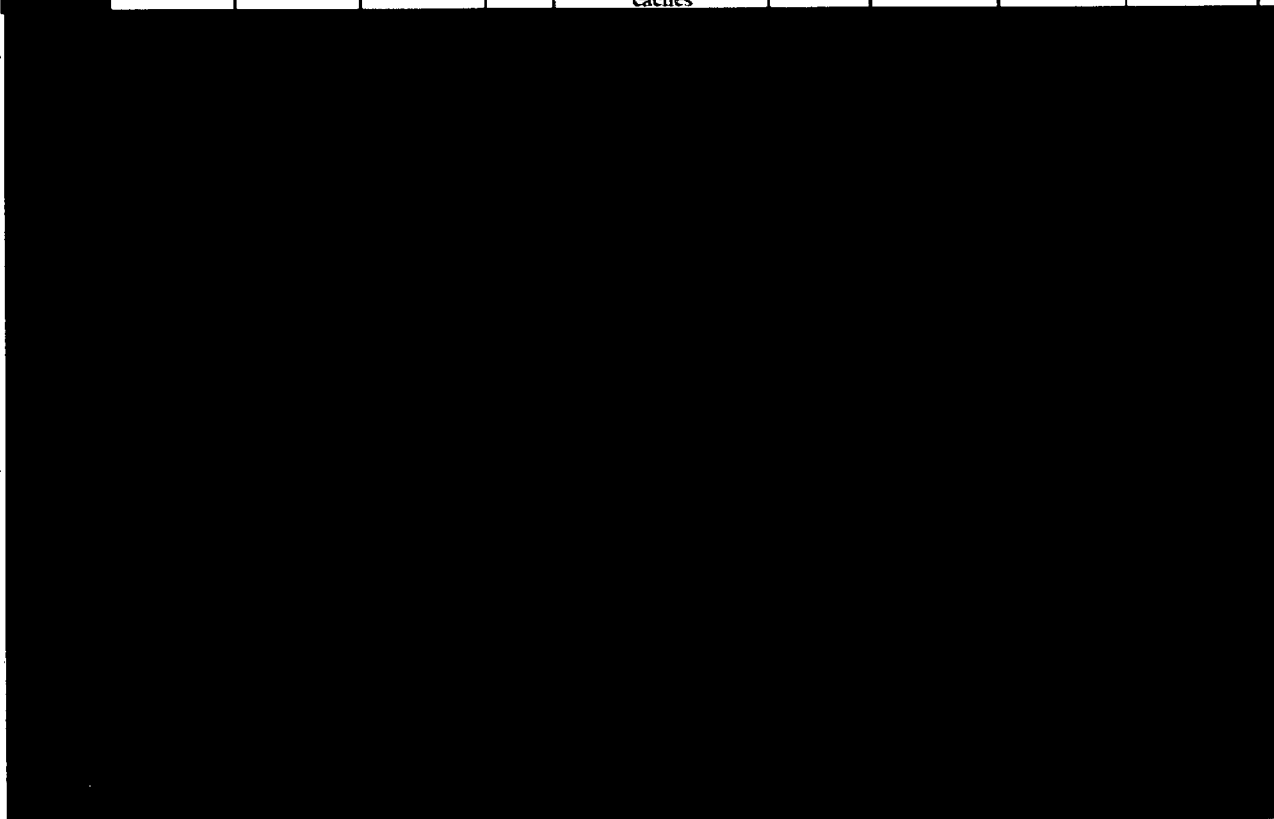


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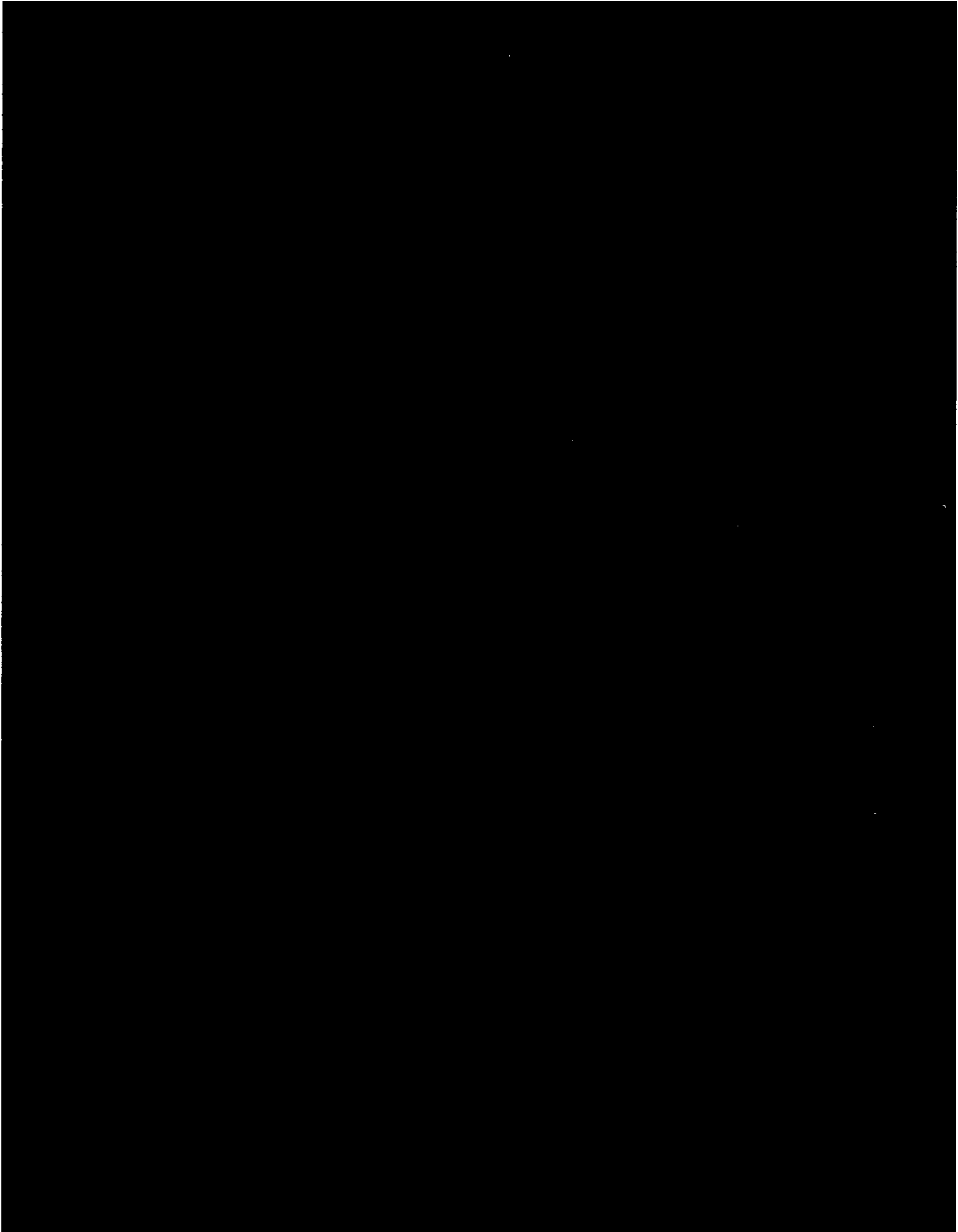


US864365 9		US10/958 758	US	Shader with global and instruction caches	Granted	10/5/2004		2/4/2014	
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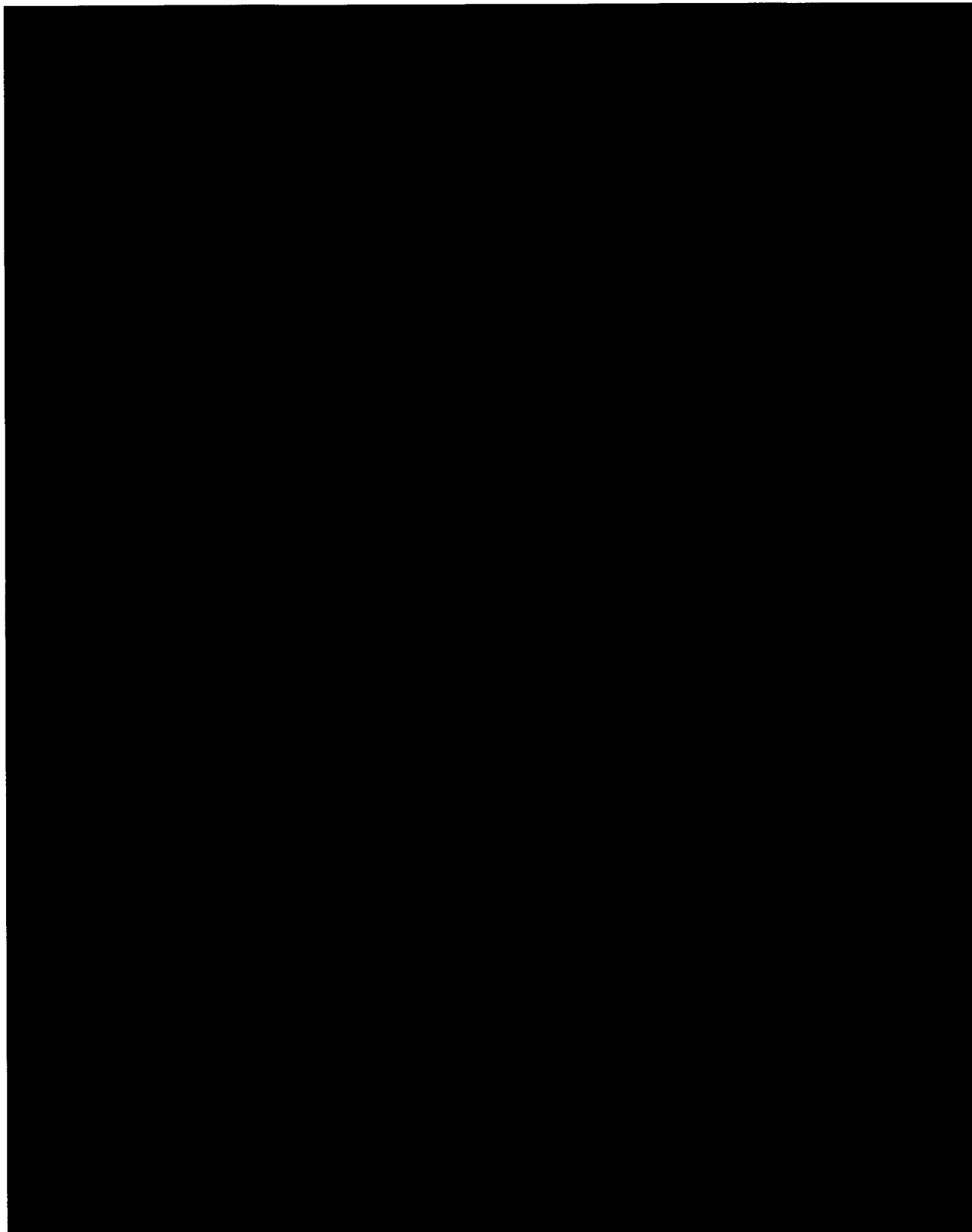
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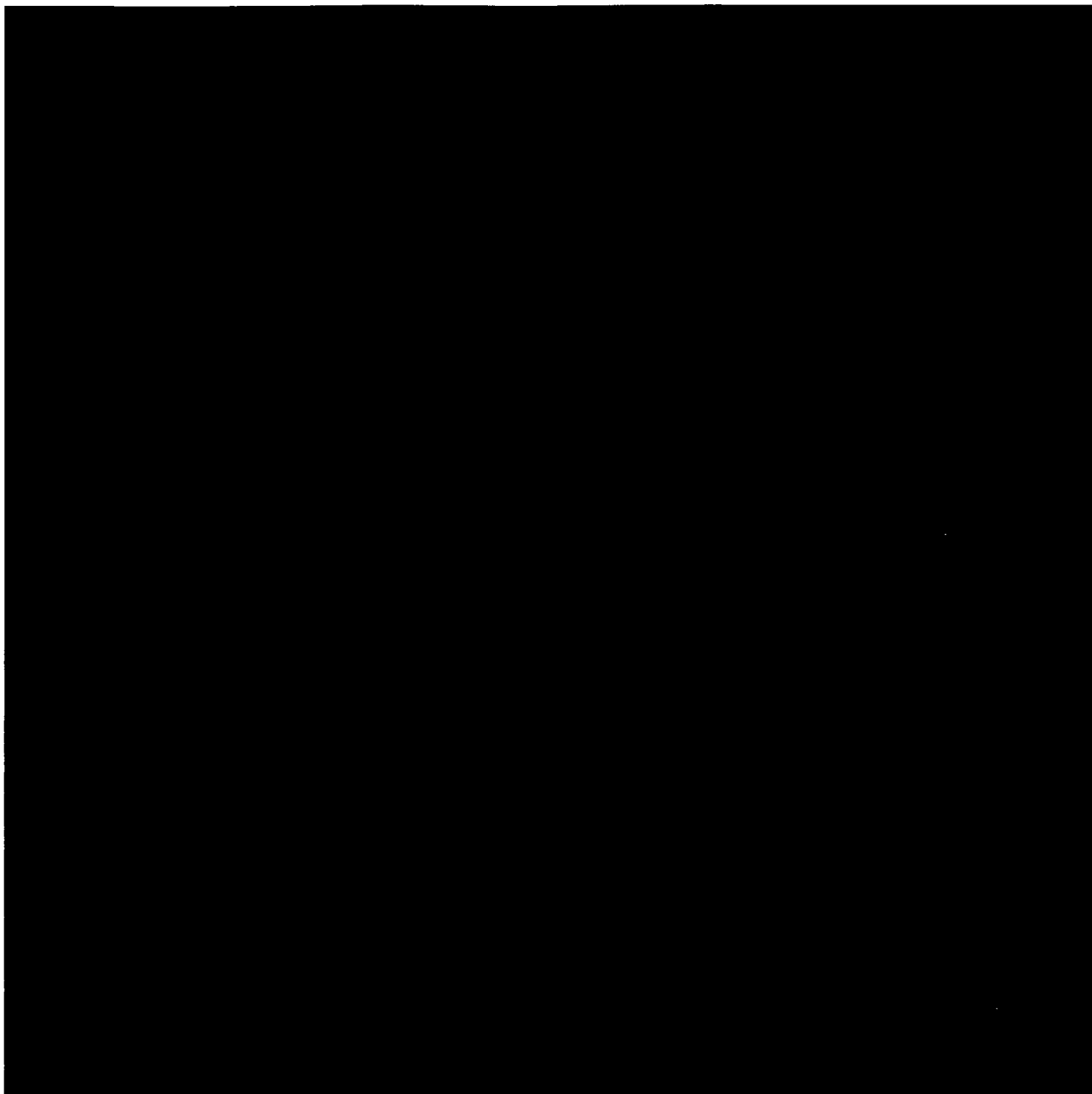


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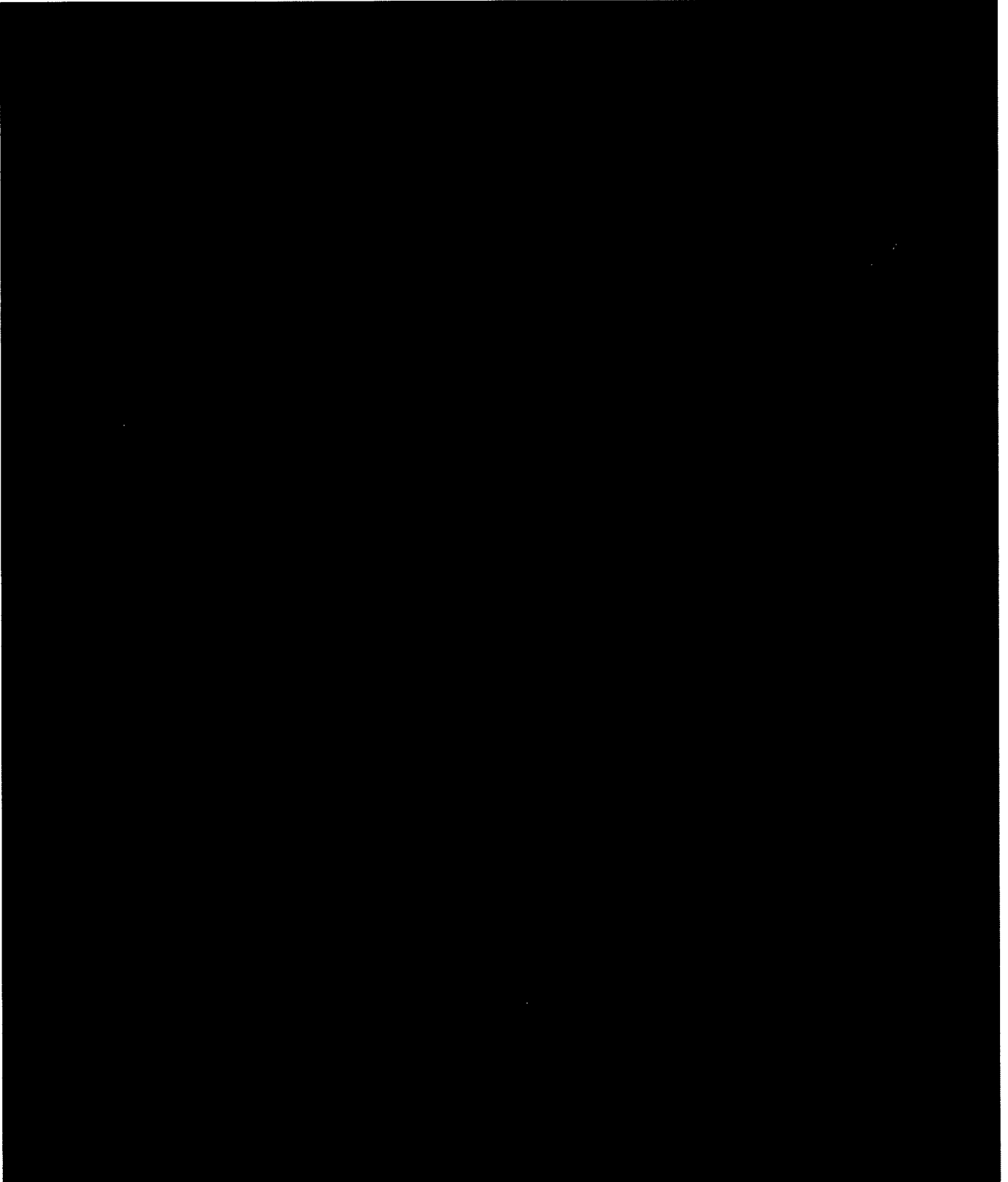
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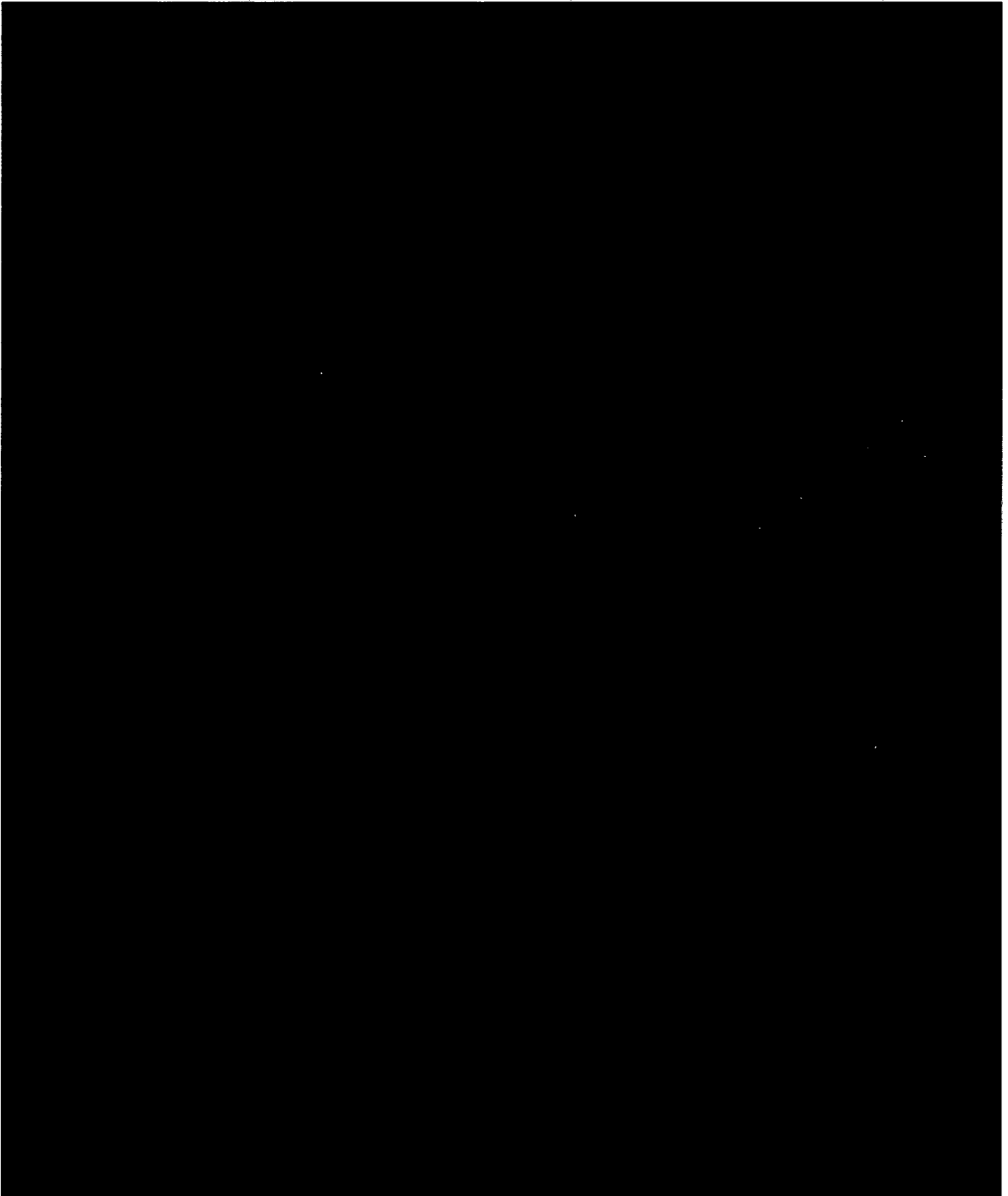
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EXHIBIT C



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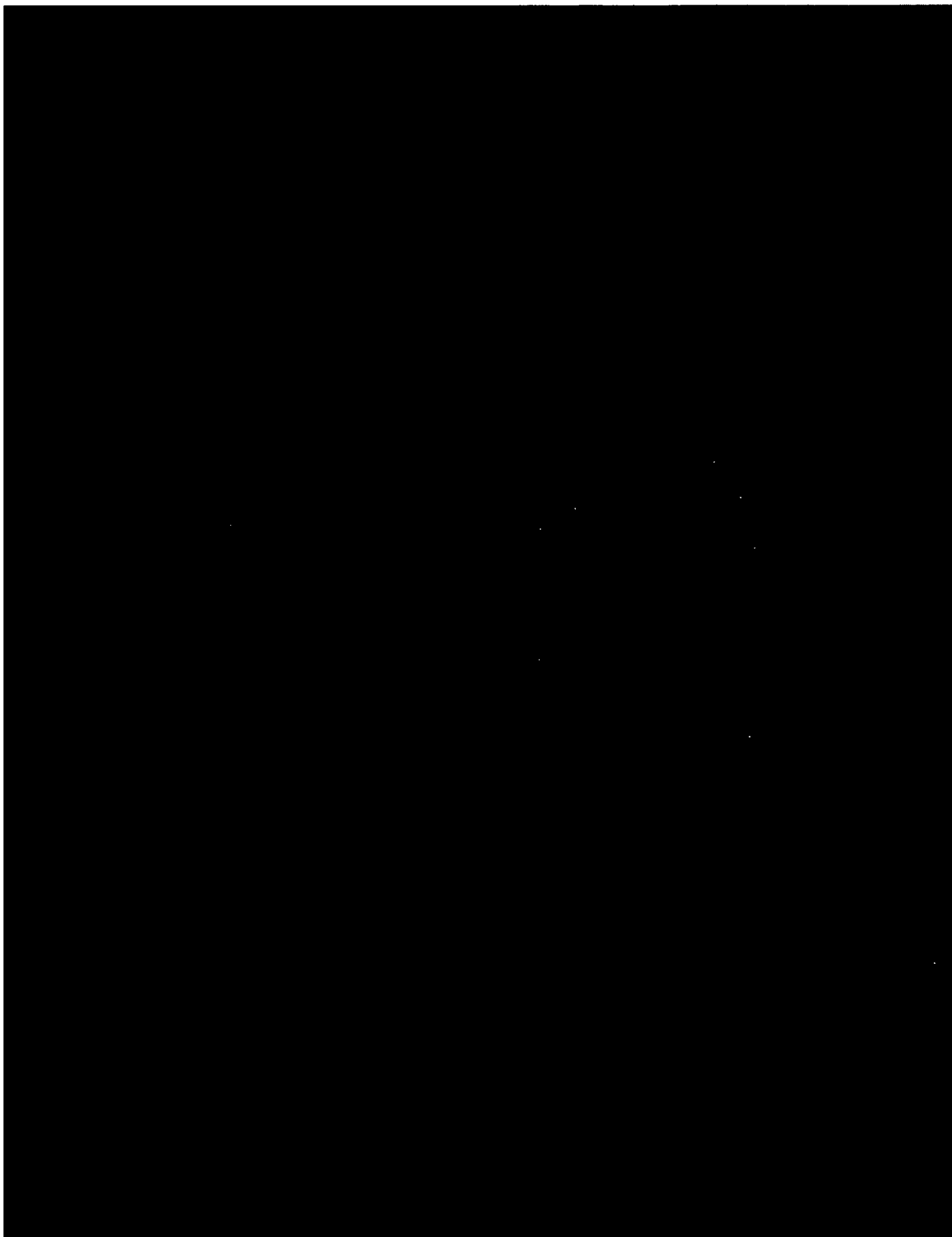


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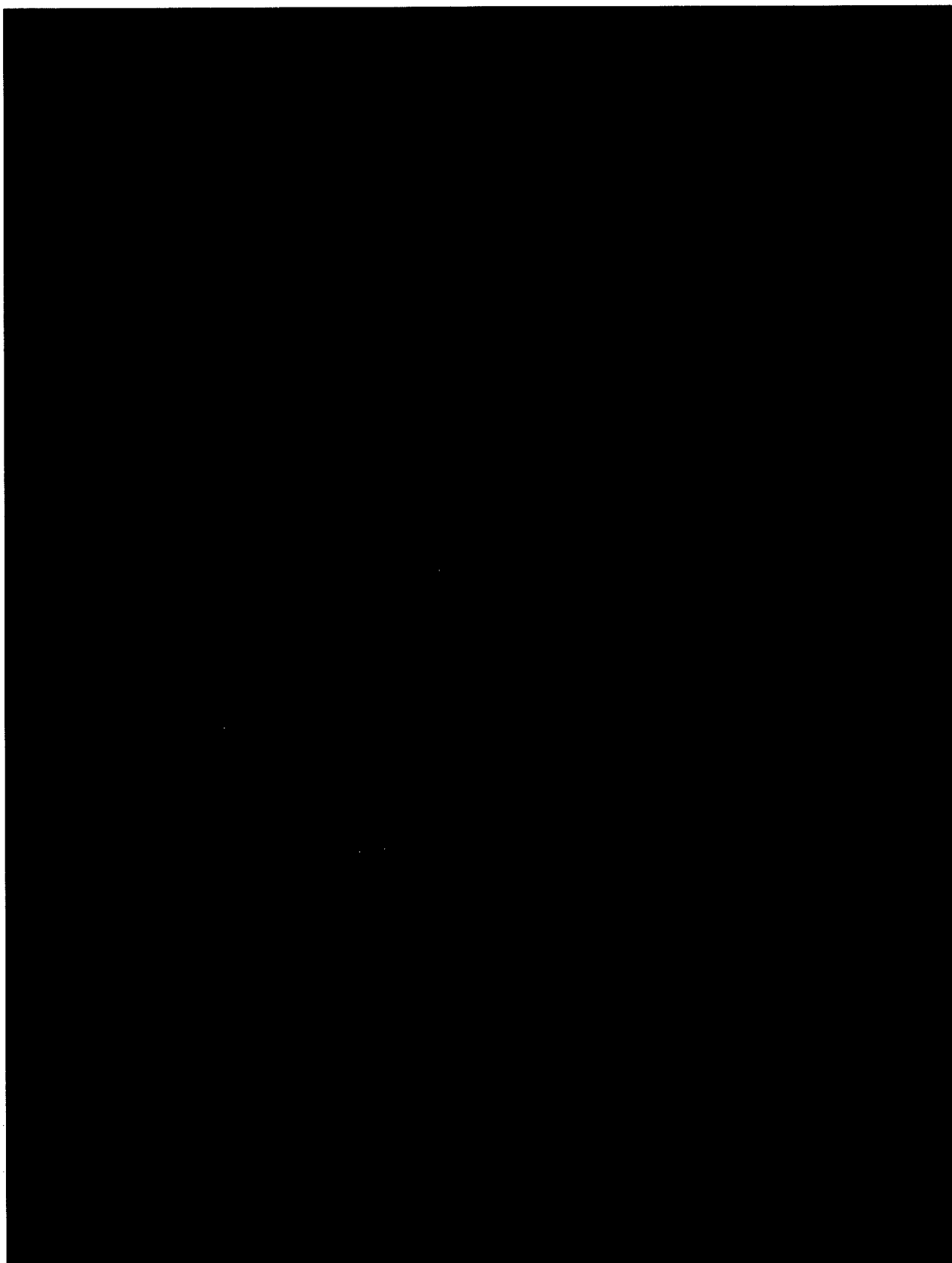


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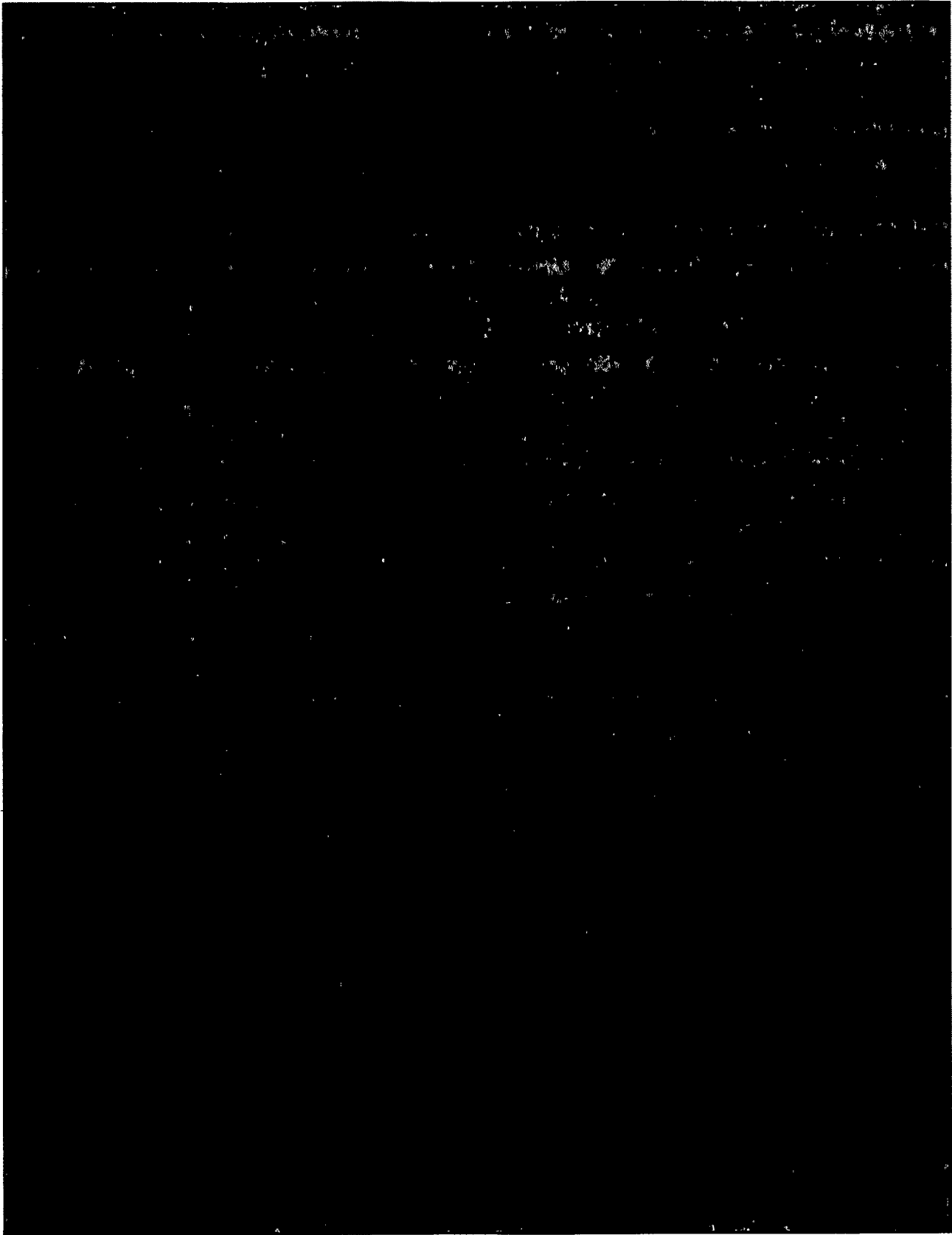


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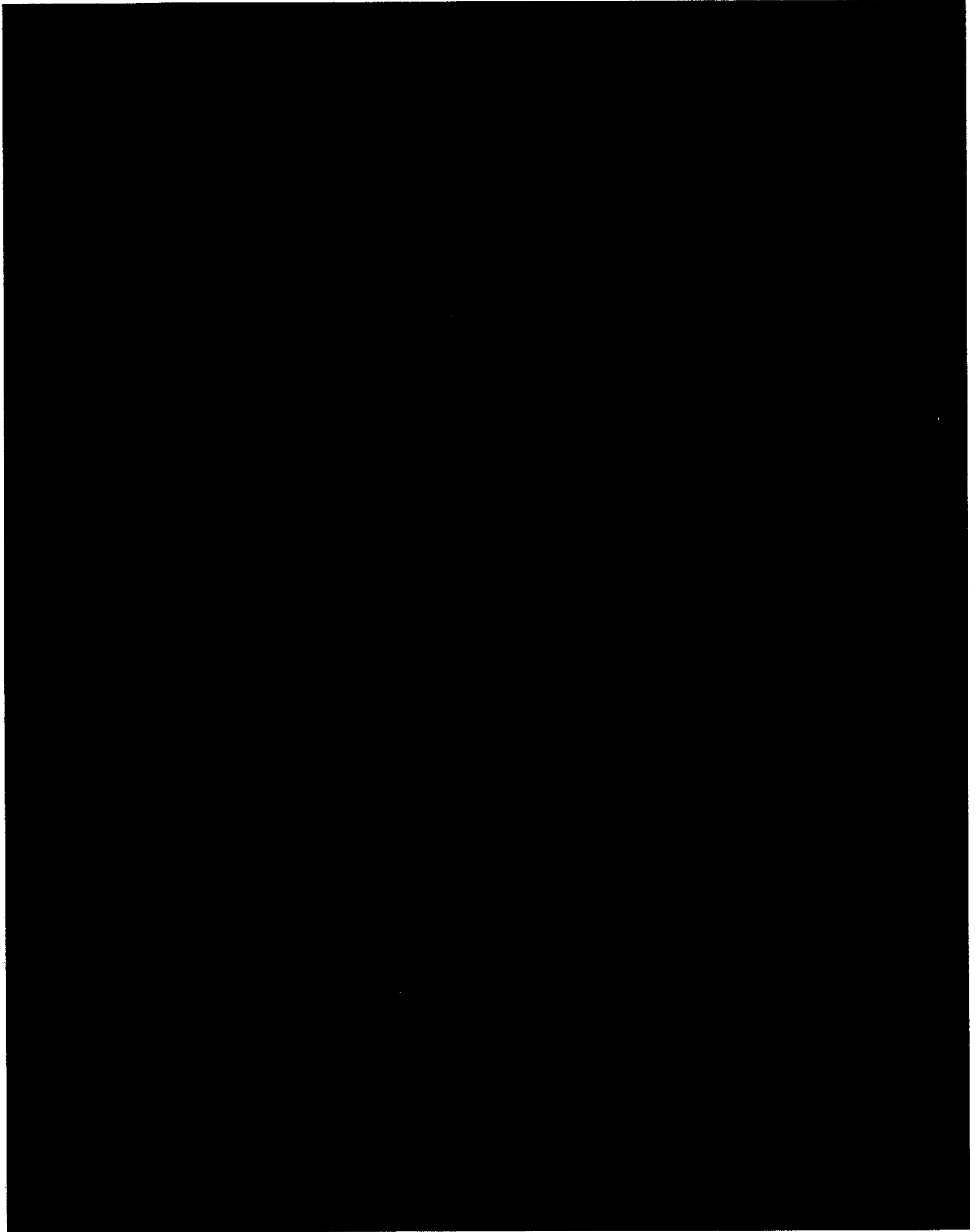


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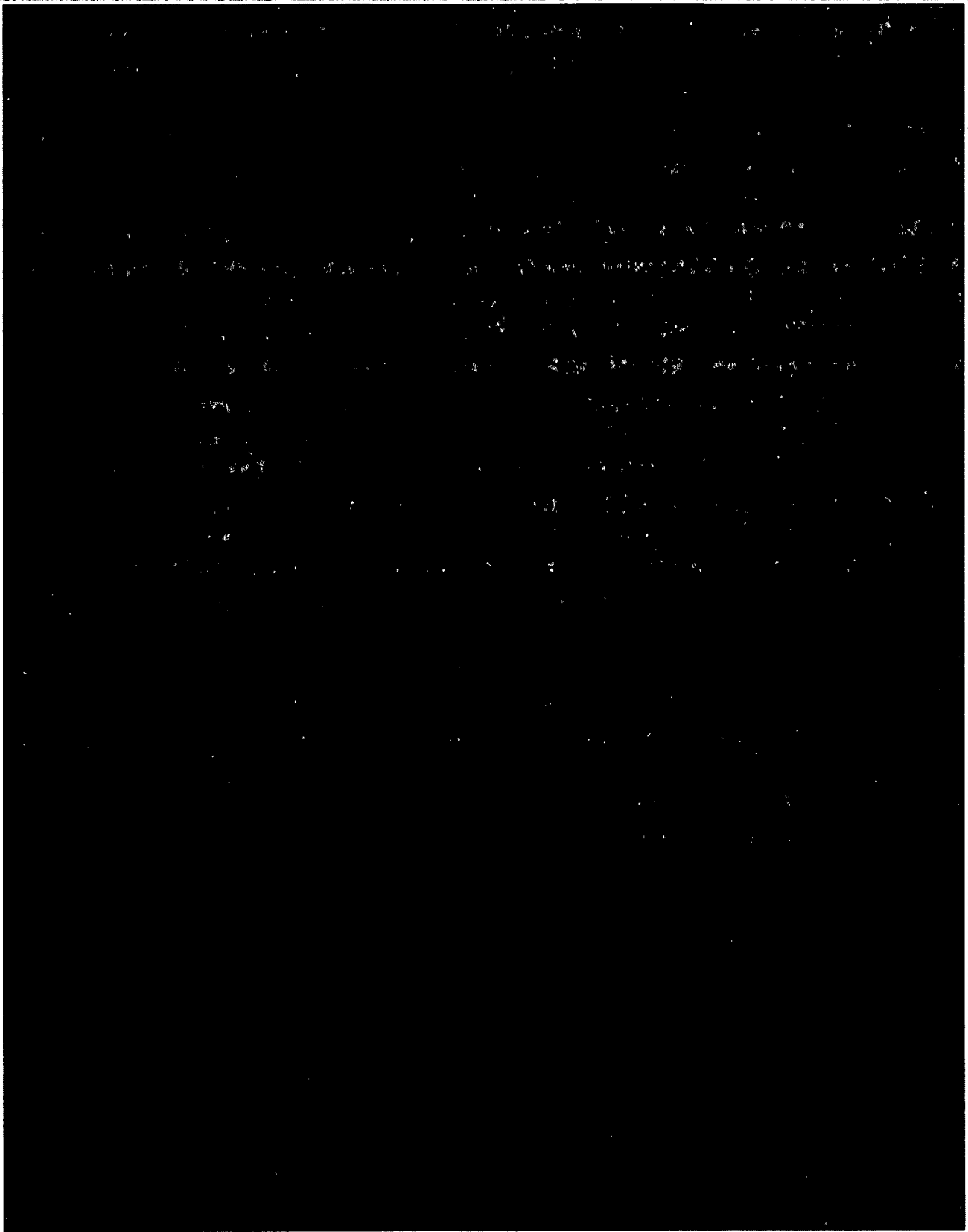


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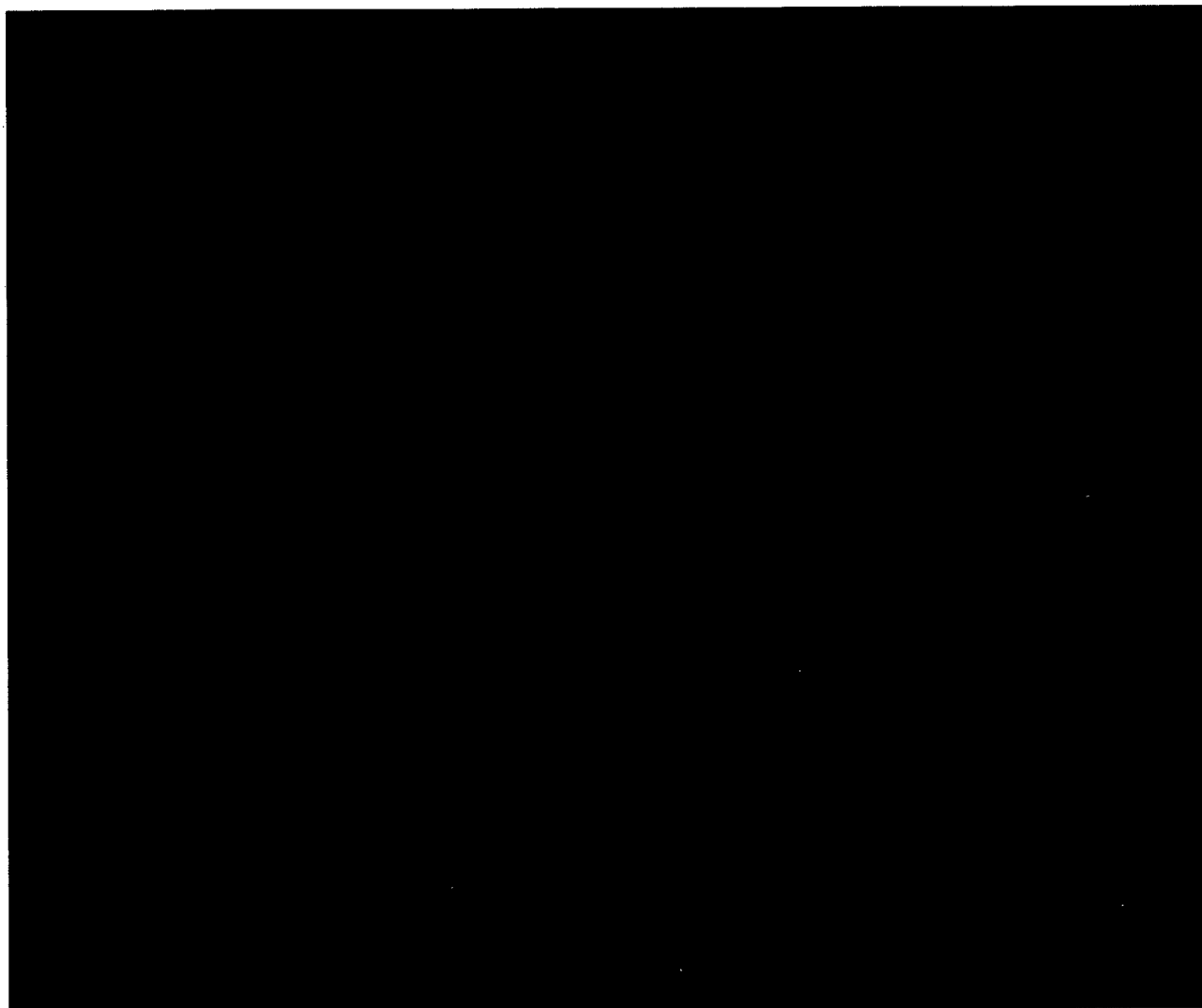


EXHIBIT D

RELEASE TERMS

This RELEASE AGREEMENT ("**Release Agreement**") is entered into by and between [____], a [____] company with a principal place of business at [____] (including its Affiliates, as defined below) ("**Assignor**"), and [____],¹ a [____] corporation with a principal place of business at [____] (including its Affiliates), "**[RELEASED ENTITY]**", on the last date when this Release Agreement has been executed by both Assignor and **[RELEASED ENTITY]** (the "**Effective Date**").

"**Affiliate(s)**"² of an Entity shall mean any and all Entities, past, present, or future, that are or were Controlled, directly or indirectly, by the Entity, but only for so long as such Control existed or exists.

"**Assignor**" shall have the meaning ascribed to it in the preamble.

"**Assignor Litigation**" shall mean **[INSERT CASE NAME, NUMBER, AND JURISDICTION]**.

"**Claims**" shall mean any and all claims, counterclaims, third-party claims, contribution claims, indemnity claims, demands, actions, liabilities, damages, losses, causes of action, and all other claims of every kind and nature in law or equity, whether arising under state, federal, international or other law, which arise from or relate to in any way the Patents or which are or were asserted in, could have been asserted in, or which arise from the same transactions or occurrences as those claims asserted in the Assignor Litigation, whether such claims are absolute or contingent, in tort, contract or otherwise, direct or indirect, past, present or future, known or unknown, that exist or may have existed prior to the Effective Date.

"**Combined Licensed Product and Service**" shall mean any past, present or future combination or use, whether by **[RELEASED ENTITY]** or a third party, of a Licensed Product and Service with any other product, service, technology, or material, only if a portion of such Licensed Product and Service provided by or on behalf of **[RELEASED ENTITY]** or **[RELEASED ENTITY]** Affiliate satisfies, in whole or in part, an element or a step of a claim in any Patent.

¹ Note: The Release Agreement shall be executed by the parent company of the applicable defendant in the Licensor/Assignor Litigation(s), and the Release Agreement shall apply to such parent company and its Affiliates.

² Note: Alternate Affiliate definition to be used if so indicated on Exhibit A or C.

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“Control” shall mean the legal, beneficial, and/or equitable ownership of more than fifty percent (50%) of (i) the voting power representing the right to vote for directors or other managing authority, (ii) equity ownership interest in an Entity, or (iii) other ownership interest in an Entity.

“Effective Date” shall have the meaning ascribed to it in the preamble.

“Entity” shall mean a corporation, association, partnership, business trust, joint venture, limited liability company, proprietorship, unincorporated association, individual or other entity that can exercise independent legal standing.

“Licensed Product and Service” shall mean any past, present or future product, software, technology, material or service (including any components, devices, data, media, verilog, rtl code, source code, specifications, or any other portions thereof) at any time, made, have made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import alone or in combination with other products, software, technology, materials and/or services, the manufacture, use, purchase, provision, hosting, sale, lease, license, distribution, export, import (or offer for sale, lease or import) of which would result in infringement (direct, indirect, or otherwise) of any Patents, irrespective of whether the product, service, software, technology, or material (including any components, devices, data, media, or any other portions thereof) were or had been made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import in the United States. Licensed Product and Service will include any Combined Licensed Product and Service.

“Patents” shall mean: (i) the patents and patent applications identified on Schedule 1 and any and all foreign counterparts of any of the foregoing; (ii) any and all patents that have issued or may issue from any of the patents or patent applications described in (i) of this definition; (iii) any and all patents and patent applications that, in whole or in part, claim priority to, or the benefit of the filing date of, any of the patents or patent applications described in (i) or (ii) of this definition, including any and all child, continuation, continuation-in-part, continuing prosecution, divisional, provisional, non-provisional, reissue, reexamination, substitution, post-issuance trial certificate, extension and counterpart patents and patent applications of any of the patents or patents applications described in (i) or (ii) of this definition; (iv) any and all patents and patent applications from which any of the patents or patent applications described in (i) or (ii) of this definition, in whole or in part, claim the benefit of priority or otherwise claim the benefit of the filing date, including any and all parent patents or patent applications of any of the patents or patent applications described in (i) or (ii) of this definition; and (v) any and all extensions or renewals of any of the patent or patent applications described in this definition. Any one of the foregoing is a “Patent”.

“Release Agreement” shall have the meaning ascribed to it in the preamble.

“[RELEASED ENTITY]” shall have the meaning ascribed to it in the preamble.

Mutual Release.

Except with respect to the obligations created by or arising out of this Release Agreement, Assignor does hereby for itself and its respective legal successors, Affiliates, heirs and assigns,

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irrevocably release and absolutely discharge [RELEASED ENTITY], each [RELEASED ENTITY] Affiliate, and each of [RELEASED ENTITY]'s and each [RELEASED ENTITY] Affiliate's respective customers, suppliers, manufacturers, developers, users (including end users), distributors, dealers, employees, representatives, agents, officers, directors, parents, subsidiaries, past and present [REDACTED],

of and from any and all Claims based in whole or in part on acts of [RELEASED ENTITY] or any [RELEASED ENTITY] Affiliate prior to the Effective Date of this Release Agreement. The release granted in this paragraph further extends to Covered Third Parties, solely to the extent of their use, purchase, sale, importation, offer for sale or distribution of [RELEASED ENTITY]'s Licensed Products or Services.

Except with respect to the obligations created by or arising out of this Release Agreement, [RELEASED ENTITY], each [RELEASED ENTITY] Affiliate, and each of their respective legal successors, heirs and assigns, release and absolutely discharge Assignor, and each of Assignor's employees, representatives, agents, officers, directors, parents, subsidiaries, past and present, solely of and from any and all Claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys' fees, actions and causes of action of every kind and nature whatever, arising out of the institution, filing, prosecution and resolution of the Assignor Litigation. Nothing in this Release Agreement, however, shall extinguish, impair or otherwise affect any defense or position of [RELEASED ENTITY] that the Patents are not infringed, invalid and/or not enforceable. Accordingly, with respect to any defenses and/or challenges relating to the Patents, [RELEASED ENTITY] shall be in the same position as though the Assignor Litigation had never been brought.

The parties acknowledge and agree that this Release Agreement fully and finally releases and forever resolves the Assignor Litigation, including those Claims identified above involving the Patents and the Licensed Products and Services that are unknown, unanticipated or unsuspected or that may hereafter arise as a result of the discovery of new and/or additional facts. The parties acknowledge and understand the significance and potential consequence of the release of unknown claims. The parties intend that the claims released under this Release Agreement be construed as broadly as possible and agree to waive and relinquish all rights and benefits each may have under Section 1542 of the Civil Code of the State of California, or any similar statute or law of any other jurisdiction. Section 1542 reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

No Admission of Liability. The Parties agree that the settlement of the Assignor Litigation is intended solely as a compromise of the disputed claims, and without any acknowledgment of liability, fault, damages, or any other merits of the Assignor Litigation.

Notice. Any notice or communication required or permitted to be given by either Party hereunder shall be in written form and shall be considered to be sufficiently given if mailed by registered or certified mail or transmitted by overnight courier, addressed to the Parties hereto as follows:

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To Assignor:

To [RELEASED PARTY]:

Or to such changed address as the addressee shall have specified by written notice in accordance with this provision.

Governing Law. The Parties hereto agree that this Release Agreement shall be considered to have been made in, and construed and interpreted in accordance with the substantive laws of the State of California of the United States of America.

Disputes. The Parties hereto shall use their best efforts to resolve by mutual agreement any disputes, controversies or differences that may arise from, under, out of or in connection with the Release Agreement. If any such disputes, controversies or differences cannot be settled between the Parties hereto within thirty (30) days, they shall be finally brought in federal district court in [], and the Parties hereby submit to the jurisdiction of, and waive any venue objections against, the United States District Court for the [] District of []. Should the United States District Court for the [] District of [] lack jurisdiction, the Parties hereby submit to the exclusive jurisdiction of the state courts of the State of [].

Representations and Warranties. Assignor represents and warrants that it is a [] company in good standing under the laws of the state of []; that it has the authority to enter into this Agreement; and that this Agreement is valid, binding and enforceable in accordance with its terms. Assignor further represents and warrants that it has sufficient right, title, and interest to grant the release conveyed in this Release Agreement. [RELEASED ENTITY] represents and warrants that it is a [corporation] in good standing under the laws of the state of [].

[RELEASED ENTITY] further represents and warrants that it has the authority to enter into this Release Agreement; and that this Release Agreement is valid, binding and enforceable in accordance with its terms.

Confidentiality. Neither Party will disclose the terms or existence of this Agreement, except:

1. As required by any law, rule, regulation, order, discovery request, subpoena or other governmental requirement (including public reporting requirements); provided that such disclosure is made pursuant to a protective order or agreement providing confidentiality protections at least as stringent as those provided in this paragraph, to the extent possible;
2. To such Party's accountants, attorneys, financial advisors and other professionals engaged by such Party, as reasonably required for their performance of services for such Party; provided that such disclosure will be governed by the confidentiality provisions set forth herein;
3. As reasonably required for due diligence in connection with any proposed assignment of this Agreement or any transaction involving [RELEASED ENTITY] or a [RELEASED ENTITY] Affiliate; provided that such disclosure will be governed by the confidentiality provisions set forth herein;

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4. A Party may disclose any information that becomes part of the public domain without a breach of this Section by the disclosing Party;
5. With the prior written consent of the other Party;
6. Both Parties may disclose that "the dispute between the parties has been resolved;"
7. [RELEASED ENTITY] may disclose in the course of any legal proceeding to support any claim or defense; provided that such disclosure is made pursuant to a protective order or agreement providing confidentiality protections at least as stringent as those provided in this paragraph, to the extent possible;
8. [RELEASED ENTITY] may disclose to any [RELEASED ENTITY] Affiliate or Covered Third Party only the fact that Assignor has licensed the Patents to [RELEASED ENTITY], the [RELEASED ENTITY] Affiliates, and the Covered Third Parties in connection with any activity related to Licensed Products and Services, and has covenanted not to sue with respect to the Patents; provided that such disclosure will be governed by the confidentiality provisions set forth herein. The [RELEASED ENTITY] Affiliate(s) shall have the same confidentiality obligations as the Parties herein and specifically set forth in this section.

No Right to Terminate. Neither Party may terminate this Release Agreement without the express, written consent of the other Party.

No Domestic Industry. Assignor agrees on behalf of itself, its Affiliates, and their successors and assigns not to claim that the rights conveyed to [RELEASED ENTITY] in this Release Agreement or [RELEASED ENTITY]'s alleged practice of any Patents are evidence of a domestic industry pursuant to Section 337(a) of the Tariff Act of 1930 or any similar foreign or domestic statute, and hereby irrevocably waives any such argument.

Entire Agreement. This Release Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all written and oral prior agreements and understandings with respect thereto. No variation or modification of the terms of this Release Agreement, nor any waiver of any of the terms or provisions hereof, shall be valid unless in writing and signed by an authorized representative of each Party.

Counterparts. This Release Agreement may be executed in two counterparts in the English language and each such counterpart shall be deemed an original thereof. Facsimile signatures or signatures delivered by e-mail in .pdf or similar format will be deemed original signatures for purposes of this Release Agreement.

[The remainder of this page is blank; signature page follows.]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Agreement on behalf of his or her respective Party.

Agreed to:

Agreed to:

[ASSIGNOR]

[RELEASED ENTITY]

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

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SCHEDULE 1

PATENTS

[REFER TO EXHIBIT B]

EXHIBIT E

FORM OF DISMISSAL

IN THE UNITED STATES DISTRICT
COURT
FOR THE [] DISTRICT OF []

<p>[] Plaintiff,</p> <p style="text-align: center;">v.</p> <p>[], ET AL.,</p> <p style="text-align: center;">Defendants.</p>	<p>CIVIL ACTION NO. []-CV-[]</p>
--	------------------------------------

JOINT MOTION TO DISMISS

WHEREAS, Plaintiff [] ("Plaintiff") and Defendant [] ("[]") have resolved Plaintiff's claims for relief against [] asserted in this case and []'s counterclaims for relief against Plaintiff asserted in this case.

NOW, THEREFORE, Plaintiff and [], through their attorneys of record, request this Court to dismiss Plaintiff's claims for relief against [] with prejudice and []'s claims, defenses or counterclaims for relief against Plaintiff without prejudice, and with all attorneys' fees, costs of court and expenses borne by the party incurring same.

, 20____
Respectfully submitted,

/s/_____
/s/_____

ATTORNEY FOR PLAINTIFF
[]

ATTORNEY FOR DEFENDANT
[]



IN THE UNITED STATES DISTRICT
COURT
FOR THE [] DISTRICT OF []

[] Plaintiff,

v.

[], ET AL.,

Defendants.

CIVIL ACTION NO. []-CV-[]

ORDER OF DISMISSAL WITH PREJUDICE

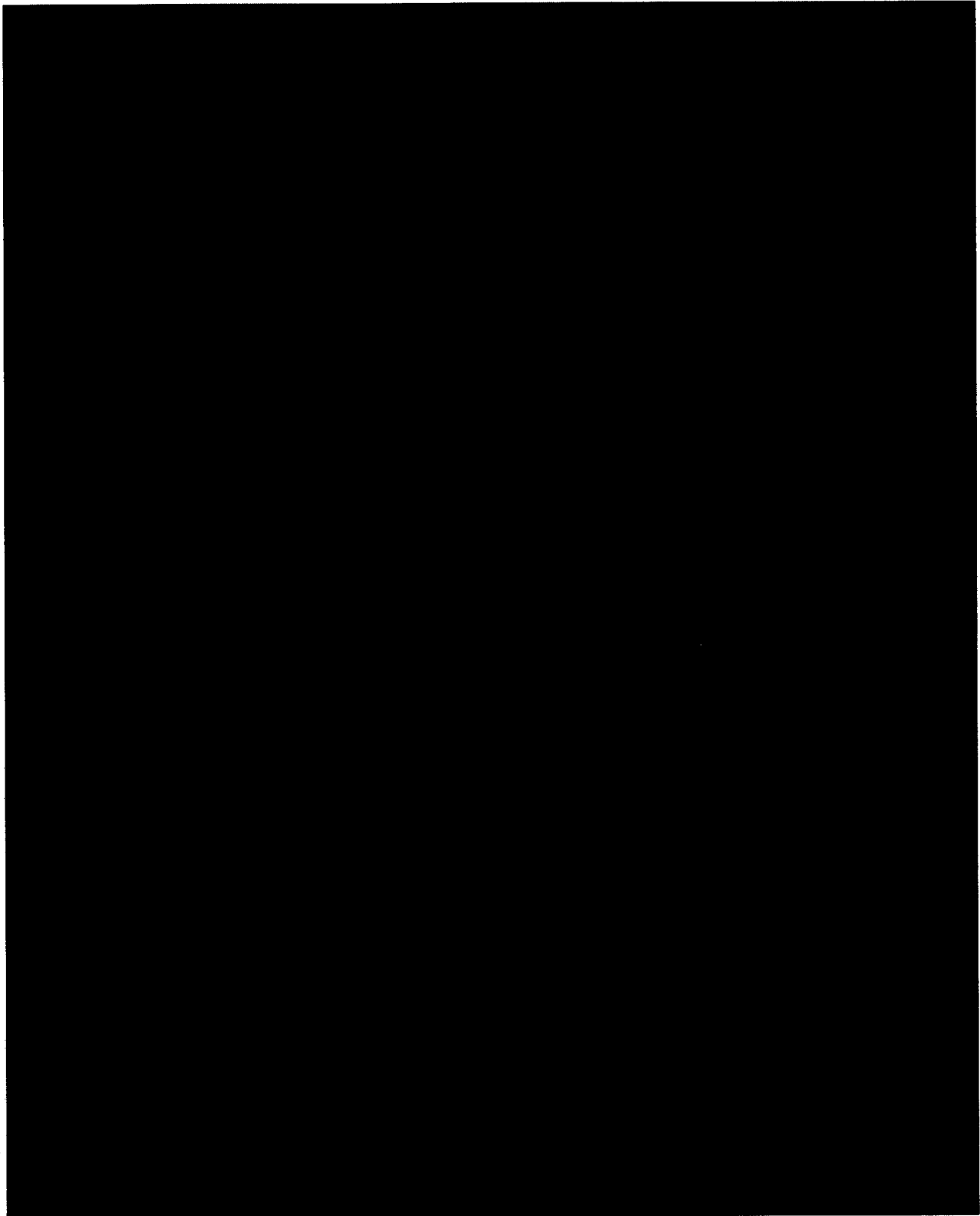
On this day, Plaintiff [] ("Plaintiff") and Defendant and Counterclaim-Plaintiff [] ("[]") announced to the Court that they have resolved Plaintiff's claims for relief against [] asserted in this case and []'s claims, defenses and/or counterclaims for relief against Plaintiff asserted in this case. Plaintiff and [] have therefore requested that the Court dismiss Plaintiff's claims for relief against [] with prejudice and []'s claims, defenses and/or counterclaims for relief against Plaintiff without prejudice, and with all attorneys' fees, costs and expenses taxed against the party incurring same. The Court, having considered this request, is of the opinion that their request for dismissal should be granted.

IT IS THEREFORE ORDERED that Plaintiff's claims for relief against [] are dismissed with prejudice and []'s claims, defenses and/or counterclaims for relief against Plaintiff are dismissed without prejudice. IT IS FURTHER ORDERED that all attorneys' fees, costs of court and expenses shall be borne by each party incurring the same.

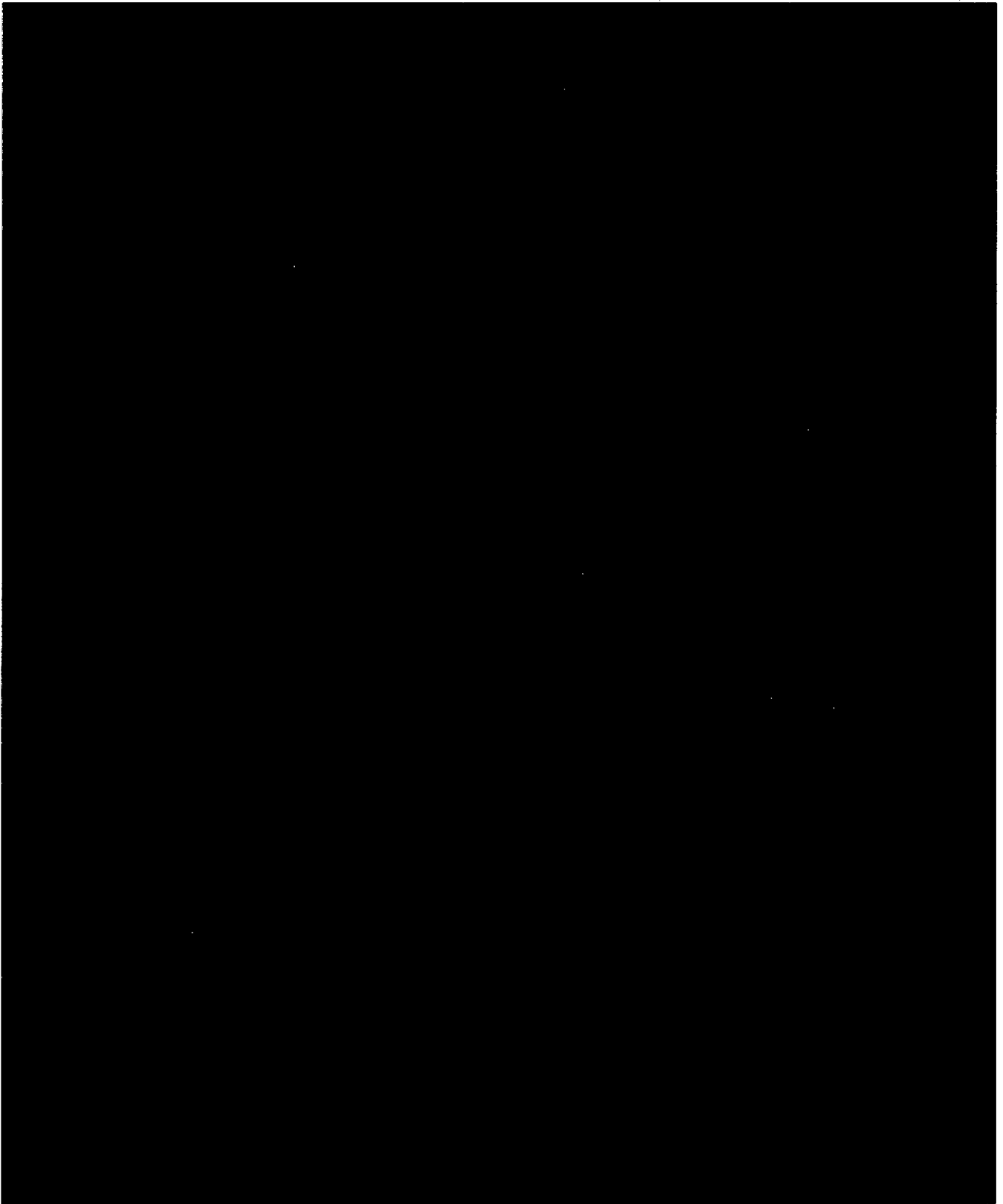
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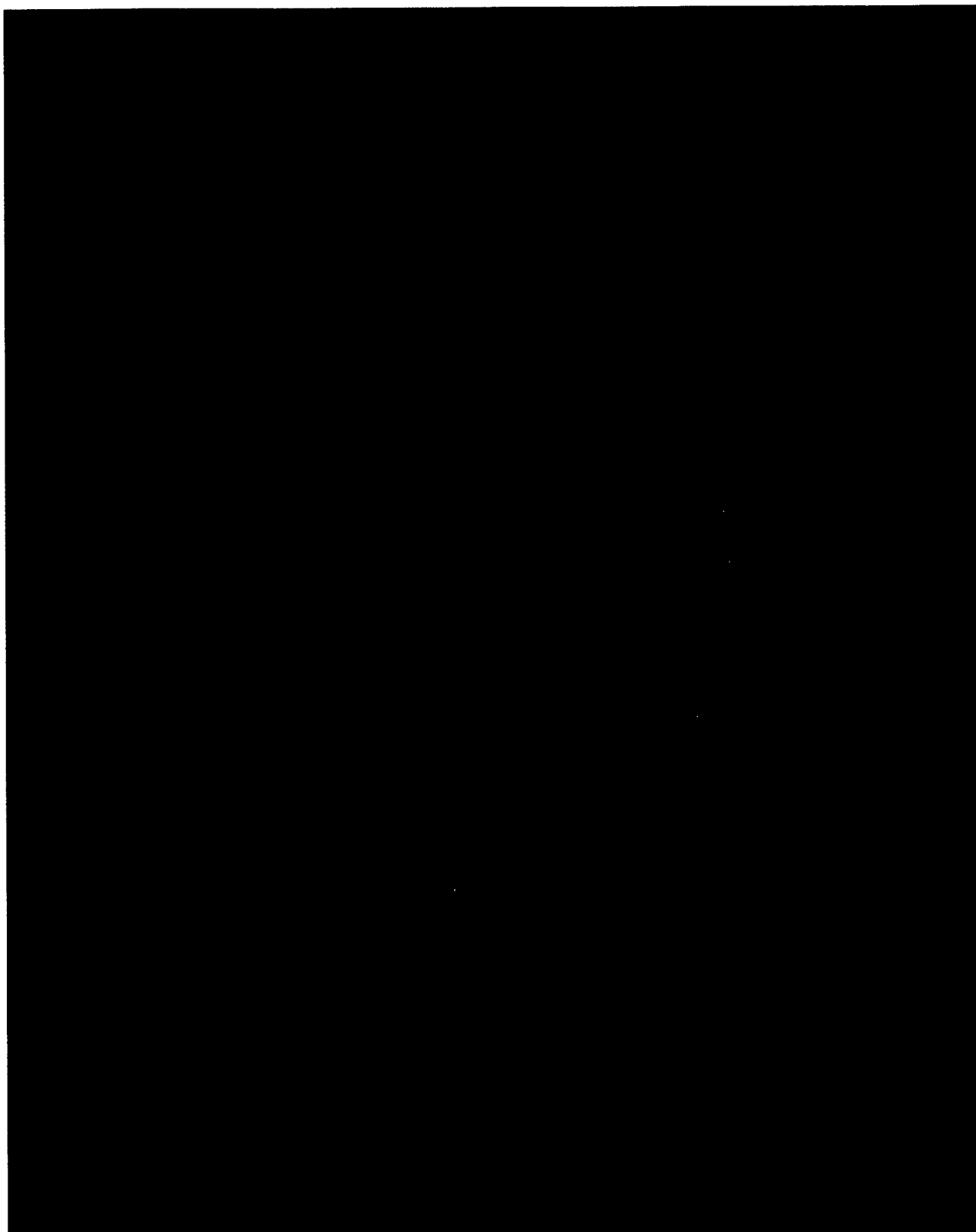


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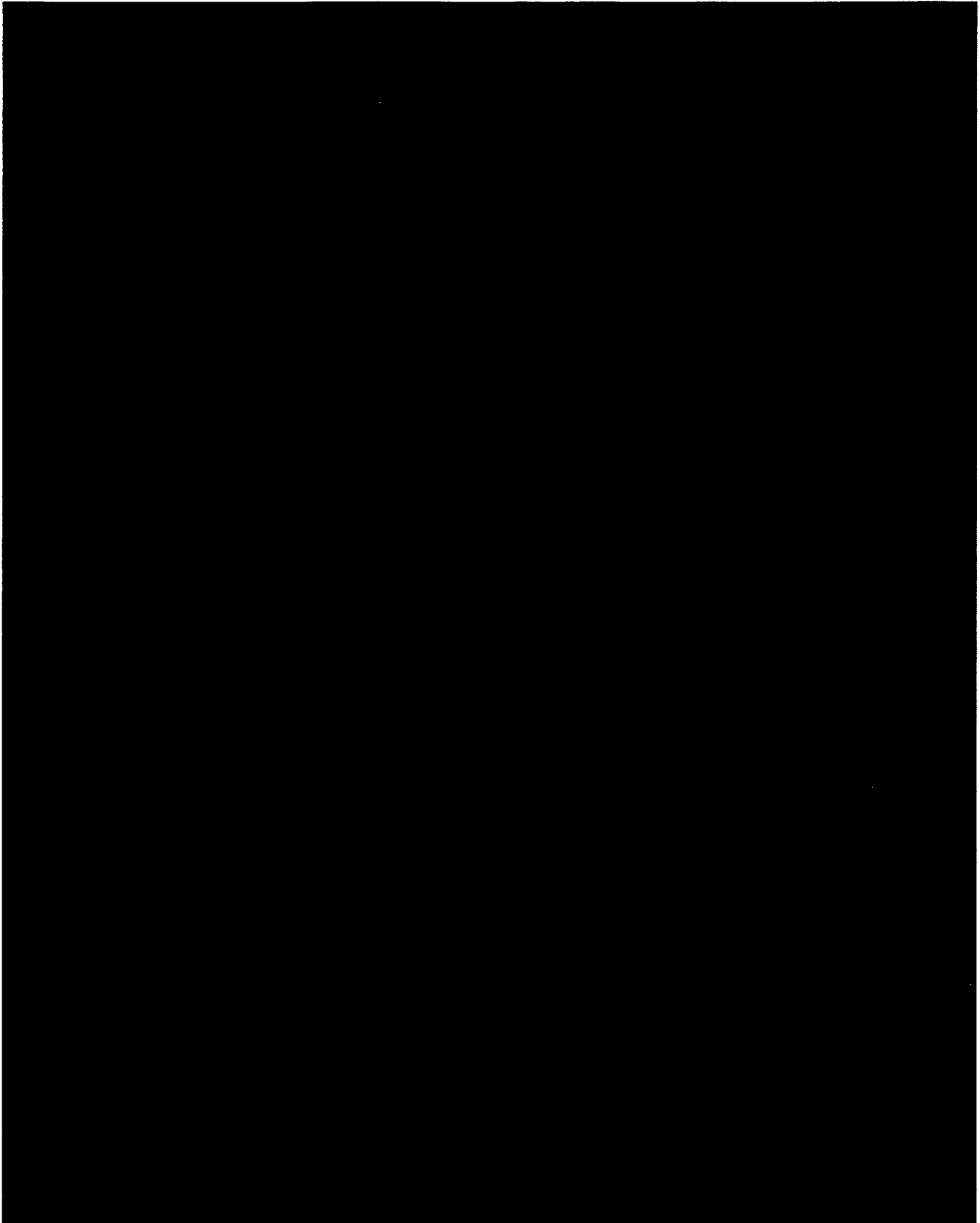
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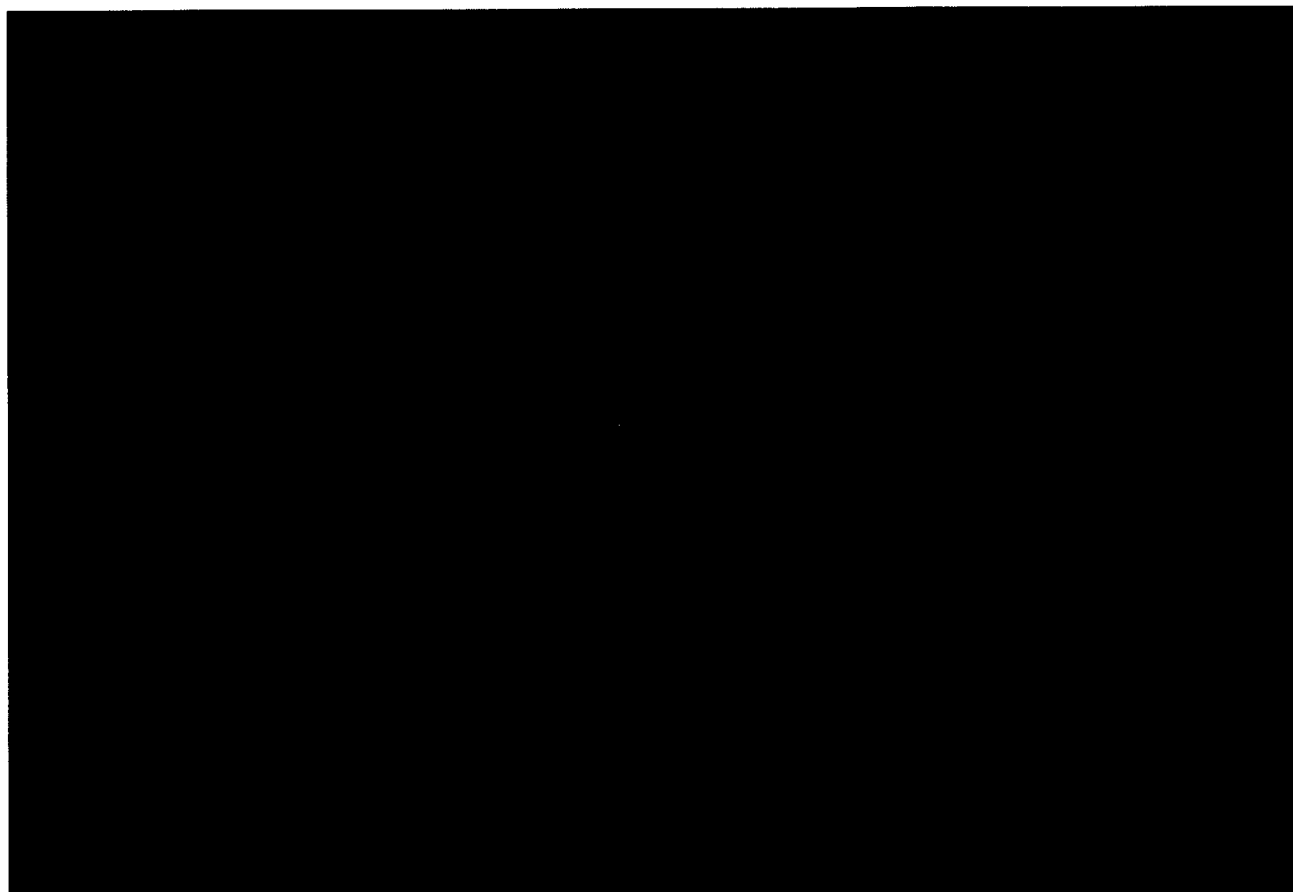


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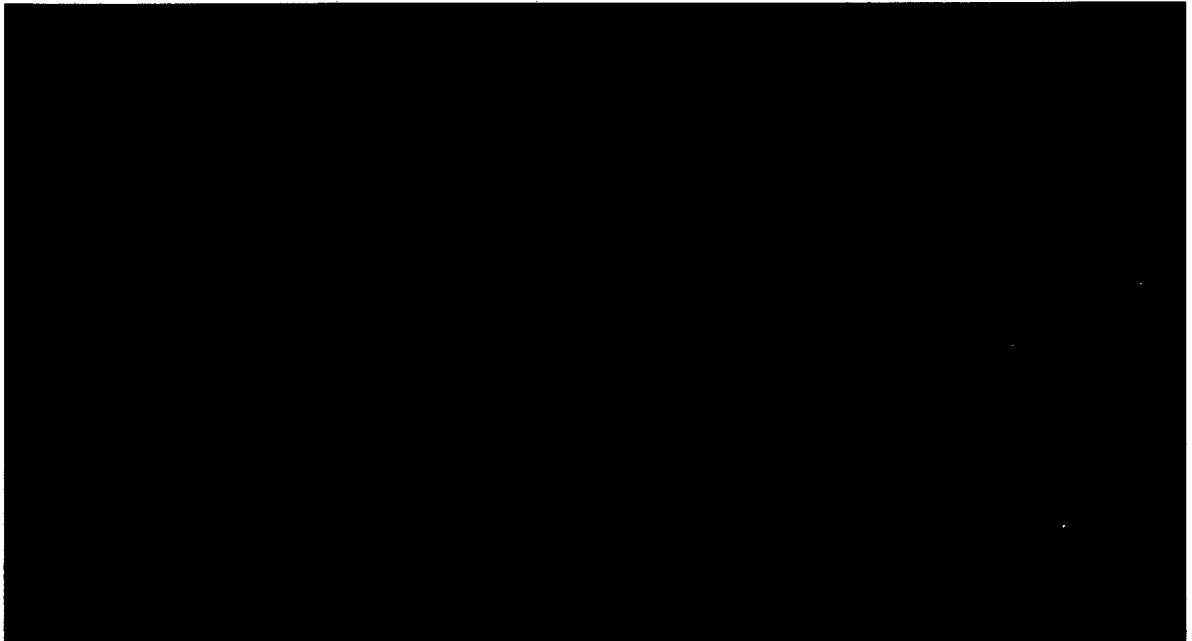
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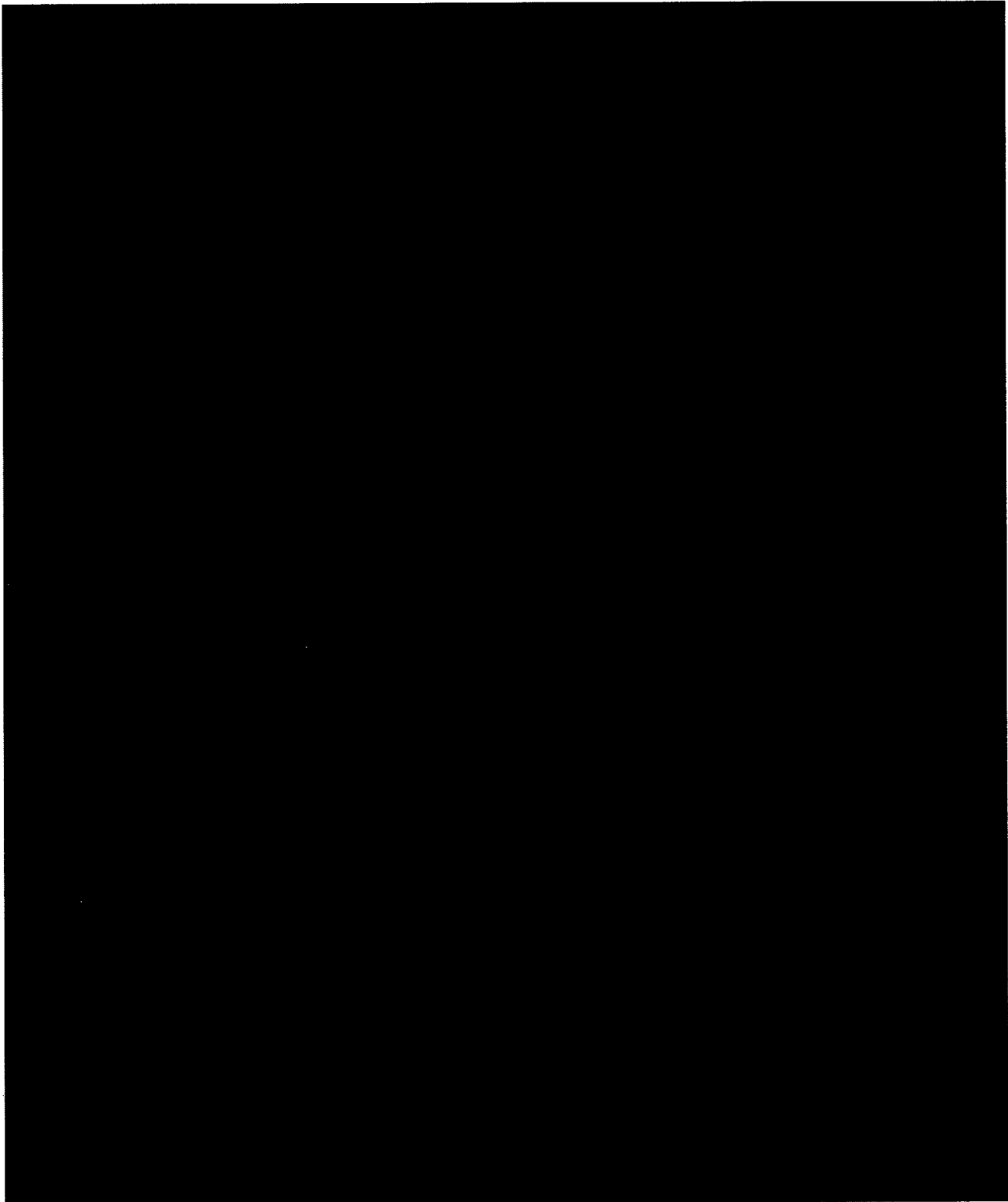
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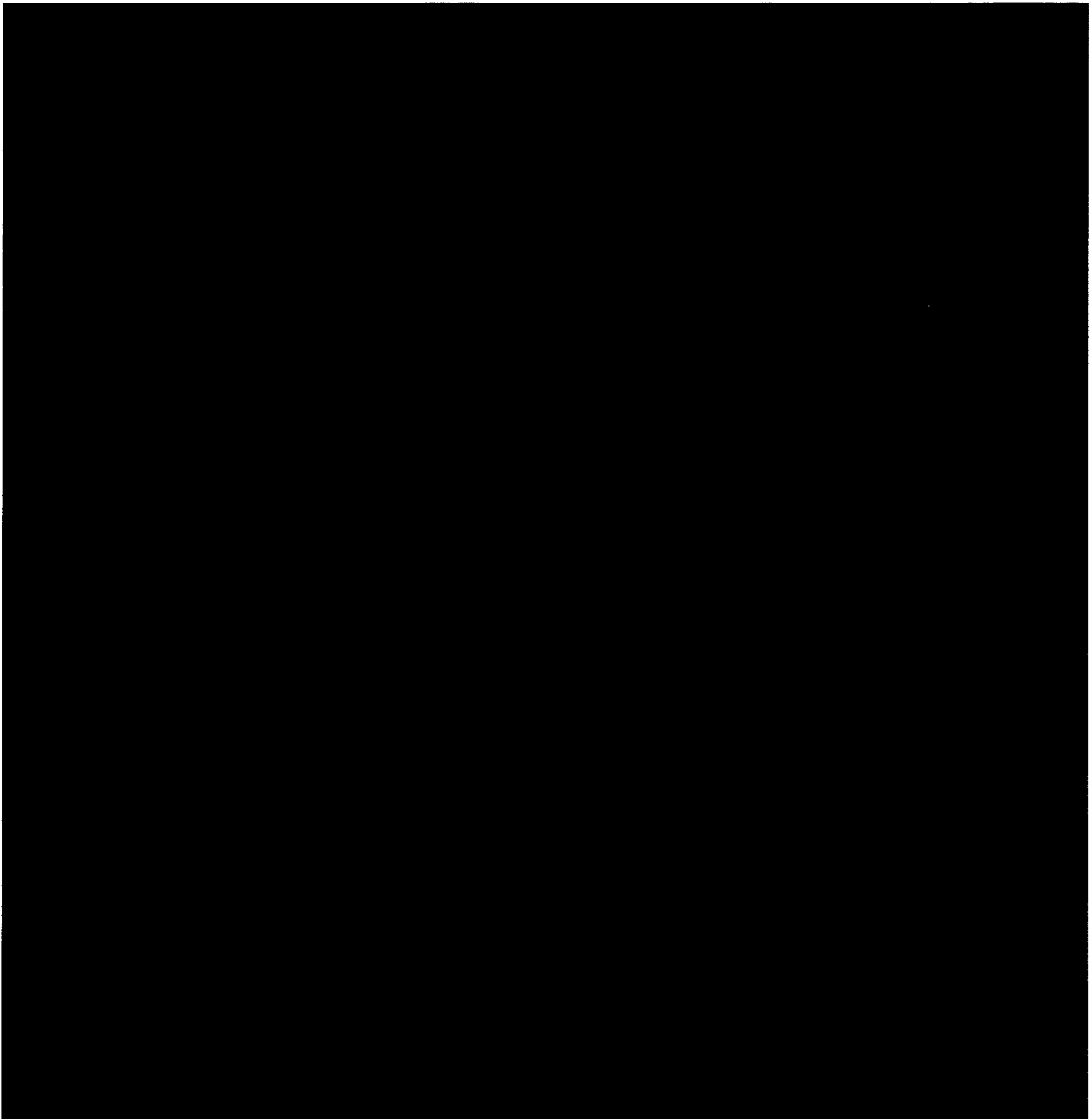
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EXHIBIT H



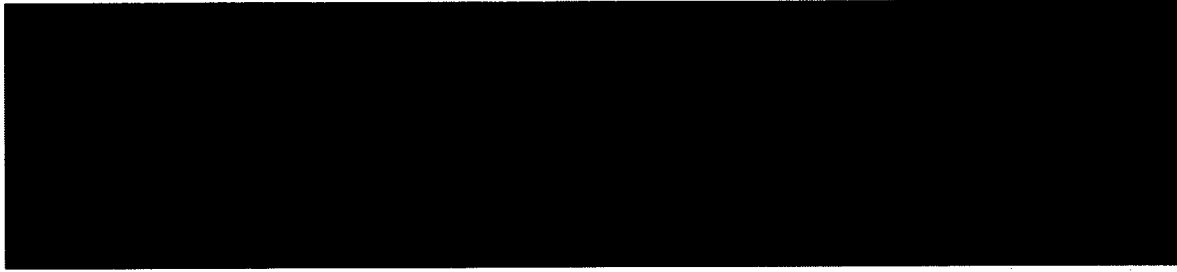
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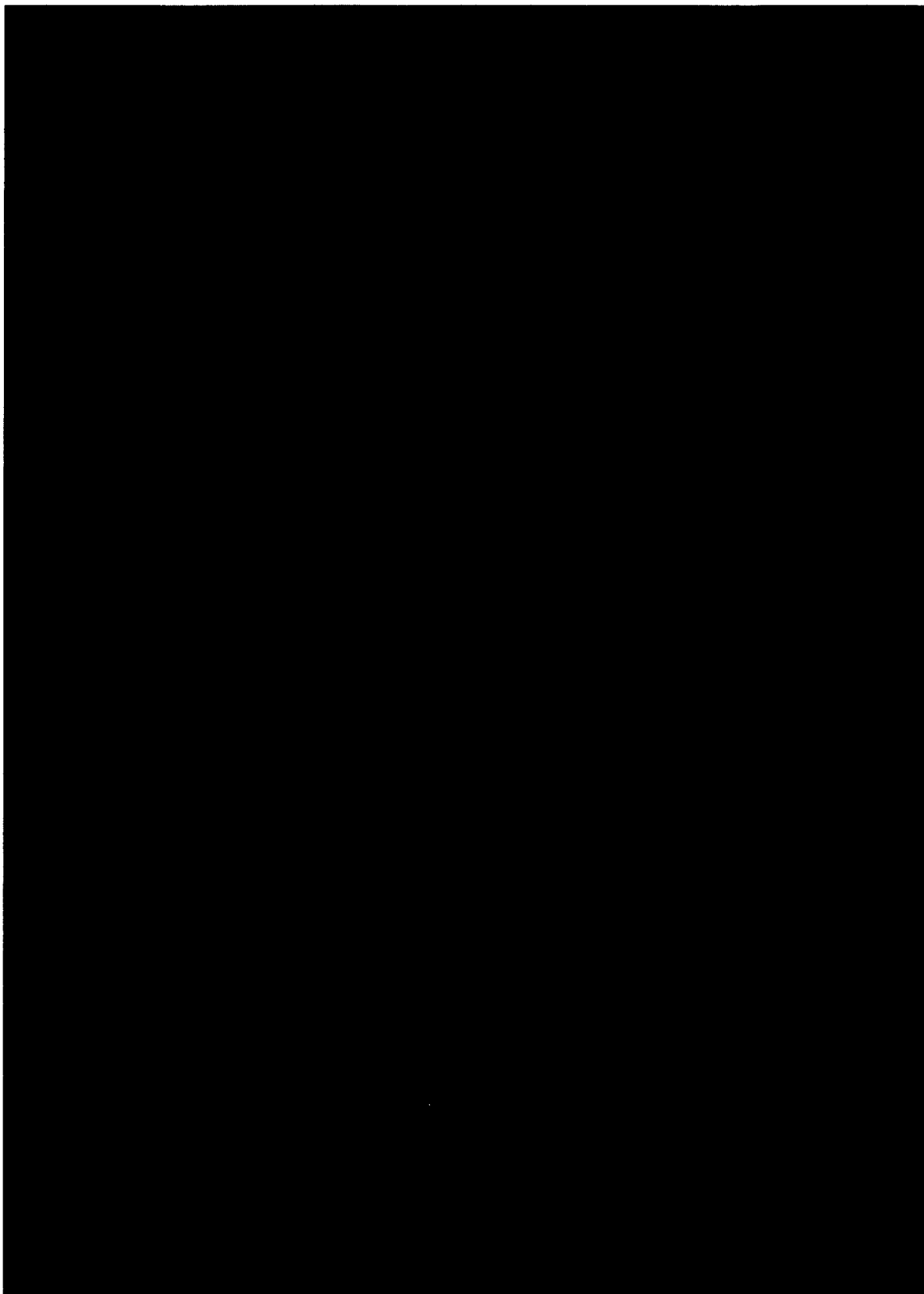
EXHIBIT I



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EXHIBIT J



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[REDACTED]

[REDACTED]

EXHIBIT K

ASSIGNOR LITIGATIONS AND INTER PARTES REVIEWS

1. *In the Matter of Certain Graphics Processors, DDR Memory Controllers, and Products Containing the Same*, Inv. No. 337-TA-1037 (U.S.I.T.C., Dec. 16, 2016).
2. *ZiiLabs Inc., Ltd. v. Advanced Micro Devices, Inc.*, Case No. 2:16-cv-1418 (E.D. Tex., Dec. 16, 2016).
3. *ZiiLabs Inc., Ltd. v. ARM Ltd., et al*, Case No. 2:16-cv-0987 (E.D. Tex., Sept. 2, 2016).
4. *ZiiLabs Inc., Ltd. v. Lenovo Group Ltd., et al*, Case No. 2:16-cv-1419 (E.D. Tex., Dec. 16, 2016).
5. *ZiiLabs Inc., Ltd. v. LG Electronics Inc., et al*, Case No. 2:16-cv-1420 (E.D. Tex., Dec. 16, 2016).
6. *ZiiLabs Inc., Ltd. v. MediaTek, Inc., et al*, Case No. 2:16-cv-1421 (E.D. Tex., Dec. 16, 2016).
7. *ZiiLabs Inc., Ltd. v. Qualcomm Inc.*, Case No. 2:16-cv-1422 (E.D. Tex., Dec. 16, 2016).
8. *ZiiLabs Inc., Ltd. v. Samsung Electronics Co., Ltd., et al*, Case No. 2:14-cv-0203 (E.D. Tex., March 10, 2014).
9. *ZiiLabs Inc., Ltd. v. Sony Corporation, et al*, Case No. 2:16-cv-1423 (E.D. Tex., Dec. 16, 2016).
10. IPR2015-0925 (March 28, 2015).
11. IPR2015-0926 (March 28, 2015).
12. IPR2015-0927 (March 28, 2015).
13. IPR2015-0928 (March 28, 2015).
14. IPR2015-0929 (March 28, 2015).
15. IPR2015-0930 (March 27, 2015).
16. IPR2015-0931 (March 26, 2015).
17. IPR2015-0932 (March 27, 2015).
18. IPR2015-0963 (March 28, 2015).
19. IPR2015-0964 (March 28, 2015).
20. IPR2015-0965 (March 28, 2015).
21. IPR2015-0966 (March 28, 2015).

EXHIBIT 4

RELEASE TERMS

This RELEASE AGREEMENT ("**Release Agreement**") is entered into by and between ZiiLabs Inc., Ltd., a Bermuda corporation with a registered office at Clarendon House, 2 Church Street, Hamilton, HM11 Bermuda (including its Affiliates, as defined below) ("**Assignor**"), and Advanced Micro Devices, Inc., a Delaware corporation with a principal place of business at One AMD Place, P.O. Box 3453, Sunnyvale, CA 94088-3453 (including its Affiliates), ("**AMD**"), on the last date when this Release Agreement has been executed by both Assignor and AMD (the "**Effective Date**").

"**Affiliate(s)**" of an Entity shall mean any and all Entities, past, present, or future, that are or were Controlled, directly or indirectly, by the Entity, but only for so long as such Control existed or exists.

"**Assignor**" shall have the meaning ascribed to it in the preamble.

"**Assignor Litigation**" shall mean: 1. *In the Matter of Certain Graphics Processors, DDR Memory Controllers, and Products Containing the Same*, Inv. No. 337-TA-1037 (U.S.I.T.C., Dec. 16, 2016); and 2. *ZiiLabs Inc., Ltd. v. Advanced Micro Devices, Inc.*, Case No. 2:16-cv-1418 (E.D. Tex. Dec. 16, 2016).

"**Claims**" shall mean any and all claims, counterclaims, third-party claims, contribution claims, indemnity claims, demands, actions, liabilities, damages, losses, causes of action, and all other claims of every kind and nature in law or equity, whether arising under state, federal, international or other law, which arise from or relate to in any way the Patents or which are or were asserted in, could have been asserted in, or which arise from the same transactions or occurrences as those claims asserted in the Assignor Litigation, whether such claims are absolute or contingent, in tort, contract or otherwise, direct or indirect, past, present or future, known or unknown, that exist or may have existed prior to the Effective Date.

"**Combined Licensed Product and Service**" shall mean any past, present or future combination or use, whether by AMD or a third party, of a Licensed Product and Service with any other product, service, technology, or material, only if a portion of such Licensed Product and Service provided by or on behalf of AMD or AMD Affiliate satisfies, in whole or in part, an element or a step of a claim in any Patent.

"**Control**" shall mean the legal, beneficial, and/or equitable ownership of more than fifty percent (50%) of (i) the voting power representing the right to vote for directors or other managing authority, (ii) equity ownership interest in an Entity, or (iii) other ownership interest in an Entity.

"**Effective Date**" shall have the meaning ascribed to it in the preamble.

"**Entity**" shall mean a corporation, association, partnership, business trust, joint venture, limited liability company, proprietorship, unincorporated association, individual or other entity that can exercise independent legal standing.

"**Licensed Product and Service**" shall mean any past, present or future product, software, technology, material or service (including any components, devices, data, media, verilog, rtl

code, source code, specifications, or any other portions thereof) at any time, made, have made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import alone or in combination with other products, software, technology, materials and/or services, the manufacture, use, purchase, provision, hosting, sale, lease, license, distribution, export, import (or offer for sale, lease or import) of which would result in infringement (direct, indirect, or otherwise) of any Patents, irrespective of whether the product, service, software, technology, or material (including any components, devices, data, media, or any other portions thereof) were or had been made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import in the United States. Licensed Product and Service will include any Combined Licensed Product and Service.

"Patents" shall mean: (i) the patents and patent applications identified on Schedule 1 and any and all foreign counterparts of any of the foregoing; (ii) any and all patents that have issued or may issue from any of the patents or patent applications described in (i) of this definition; (iii) any and all patents and patent applications that, in whole or in part, claim priority to, or the benefit of the filing date of, any of the patents or patent applications described in (i) or (ii) of this definition, including any and all child, continuation, continuation-in-part, continuing prosecution, divisional, provisional, non-provisional, reissue, reexamination, substitution, post-issuance trial certificate, extension and counterpart patents and patent applications of any of the patents or patents applications described in (i) or (ii) of this definition; (iv) any and all patents and patent applications from which any of the patents or patent applications described in (i) or (ii) of this definition, in whole or in part, claim the benefit of priority or otherwise claim the benefit of the filing date, including any and all parent patents or patent applications of any of the patents or patent applications described in (i) or (ii) of this definition; and (v) any and all extensions or renewals of any of the patent or patent applications described in this definition. Any one of the foregoing is a "Patent".

"Release Agreement" shall have the meaning ascribed to it in the preamble.

"AMD" shall have the meaning ascribed to it in the preamble.

Mutual Release.

Except with respect to the obligations created by or arising out of this Release Agreement, Assignor does hereby for itself and its respective legal successors, Affiliates, heirs and assigns, irrevocably release and absolutely discharge AMD, each AMD Affiliate, and each of AMD's and each AMD Affiliate's respective customers, suppliers, manufacturers, developers, users (including end users), distributors, dealers, employees, representatives, agents, officers, directors, parents, subsidiaries, past and present [REDACTED]

[REDACTED] (each, a "Covered Third Party"), of and from any and all Claims based in whole or in part on acts of AMD or any AMD Affiliate prior to the Effective Date of this Release Agreement. The release granted in this paragraph further extends to Covered Third Parties, solely to the extent of their use, purchase, sale, importation, offer for sale or distribution of AMD's Licensed Products or Services.

Except with respect to the obligations created by or arising out of this Release Agreement, AMD, each AMD Affiliate, and each of their respective legal successors, heirs and assigns, release and absolutely discharge Assignor, and each of Assignor's employees, representatives, agents, officers, directors, parents, subsidiaries, past and present, solely of and from any and all Claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys' fees, actions and causes of action of every kind and nature whatever, arising out of the institution, filing, prosecution and resolution of the Assignor Litigation. Nothing in this Release Agreement, however, shall extinguish, impair or otherwise affect any defense or position of AMD that the Patents are not infringed, invalid and/or not enforceable. Accordingly, with respect to any defenses and/or challenges relating to the Patents, AMD shall be in the same position as though the Assignor Litigation had never been brought.

The parties acknowledge and agree that this Release Agreement fully and finally releases and forever resolves the Assignor Litigation, including those Claims identified above involving the Patents and the Licensed Products and Services that are unknown, unanticipated or unsuspected or that may hereafter arise as a result of the discovery of new and/or additional facts. The parties acknowledge and understand the significance and potential consequence of the release of unknown claims. The parties intend that the claims released under this Release Agreement be construed as broadly as possible and agree to waive and relinquish all rights and benefits each may have under Section 1542 of the Civil Code of the State of California, or any similar statute or law of any other jurisdiction. Section 1542 reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

No Admission of Liability. The Parties agree that the settlement of the Assignor Litigation is intended solely as a compromise of the disputed claims, and without any acknowledgment of liability, fault, damages, or any other merits of the Assignor Litigation.

Notice. Any notice or communication required or permitted to be given by either Party hereunder shall be in written form and shall be considered to be sufficiently given if mailed by registered or certified mail or transmitted by overnight courier, addressed to the Parties hereto as follows:

To Assignor:

ZiiLabs Inc., Ltd.
c/o 31 International Business Park
#03-01 Creative Resource
Singapore 609921
ATTN: Legal Department
[REDACTED]

To AMD:

Advanced Micro Devices, Inc.

7171 Southwest Pkwy. B.100
Austin, TX 78735
ATTN: General Counsel

Or to such changed address as the addressee shall have specified by written notice in accordance with this provision.

Governing Law. The Parties hereto agree that this Release Agreement shall be considered to have been made in, and construed and interpreted in accordance with the substantive laws of the State of California of the United States of America.

Disputes. The Parties hereto shall use their best efforts to resolve by mutual agreement any disputes, controversies or differences that may arise from, under, out of or in connection with the Release Agreement. If any such disputes, controversies or differences cannot be settled between the Parties hereto within thirty (30) days, they shall be finally brought in federal district court in California, and the Parties hereby submit to the jurisdiction of, and waive any venue objections against, the United States District Court for the Northern District of California. Should the United States District Court for the Northern District of California lack jurisdiction, the Parties hereby submit to the exclusive jurisdiction of the state courts of the State of California, Santa Clara County.

Representations and Warranties. Assignor represents and warrants that it is a Bermuda corporation in good standing under the laws of Bermuda; that it has the authority to enter into this Agreement; and that this Agreement is valid, binding and enforceable in accordance with its terms. Assignor further represents and warrants that it has sufficient right, title, and interest to grant the release conveyed in this Release Agreement. AMD represents and warrants that it is a corporation in good standing under the laws of the state of Delaware.

AMD further represents and warrants that it has the authority to enter into this Release Agreement; and that this Release Agreement is valid, binding and enforceable in accordance with its terms.

Confidentiality. Neither Party will disclose the terms or existence of this Agreement, except:

1. As required by any law, rule, regulation, order, discovery request, subpoena or other governmental requirement (including public reporting requirements); provided that such disclosure is made pursuant to a protective order or agreement providing confidentiality protections at least as stringent as those provided in this paragraph, to the extent possible;
2. To such Party's accountants, attorneys, financial advisors and other professionals engaged by such Party, as reasonably required for their performance of services for such Party; provided that such disclosure will be governed by the confidentiality provisions set forth herein;
3. As reasonably required for due diligence in connection with any proposed assignment of this Agreement or any transaction involving AMD or an AMD Affiliate; provided that such disclosure will be governed by the confidentiality provisions set forth herein;

4. A Party may disclose any information that becomes part of the public domain without a breach of this Section by the disclosing Party;
5. With the prior written consent of the other Party;
6. Both Parties may disclose that "the dispute between the parties has been resolved;"
7. AMD may disclose in the course of any legal proceeding to support any claim or defense; provided that such disclosure is made pursuant to a protective order or agreement providing confidentiality protections at least as stringent as those provided in this paragraph, to the extent possible;
8. AMD may disclose to any AMD Affiliate or Covered Third Party only the fact that Assignor has licensed the Patents to AMD, the AMD Affiliates, and the Covered Third Parties in connection with any activity related to Licensed Products and Services, and has covenanted not to sue with respect to the Patents; provided that such disclosure will be governed by the confidentiality provisions set forth herein. The AMD Affiliate(s) shall have the same confidentiality obligations as the Parties herein and specifically set forth in this section.

No Right to Terminate. Neither Party may terminate this Release Agreement without the express, written consent of the other Party.

No Domestic Industry. Assignor agrees on behalf of itself, its Affiliates, and their successors and assigns not to claim that the rights conveyed to AMD in this Release Agreement or AMD's alleged practice of any Patents are evidence of a domestic industry pursuant to Section 337(a) of the Tariff Act of 1930 or any similar foreign or domestic statute, and hereby irrevocably waives any such argument.

Entire Agreement. This Release Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all written and oral prior agreements and understandings with respect thereto. No variation or modification of the terms of this Release Agreement, nor any waiver of any of the terms or provisions hereof, shall be valid unless in writing and signed by an authorized representative of each Party.

Counterparts. This Release Agreement may be executed in two counterparts in the English language and each such counterpart shall be deemed an original thereof. Facsimile signatures or signatures delivered by e-mail in .pdf or similar format will be deemed original signatures for purposes of this Release Agreement.

[The remainder of this page is blank; signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Agreement on behalf of his or her respective Party.

Agreed to:

Agreed to:

ZiiLabs Inc., Ltd.

Advanced Micro Devices, Inc.

Name: NG KEH LONG

Name: Harry Wolin

Title: DIRECTOR

Title: SVP

Date: 7 August 2017

Date: 7/24/17

EXHIBIT 6

RELEASE TERMS

This RELEASE AGREEMENT (“**Release Agreement**”) is entered into by and between ZiiLabs Inc., Ltd., a Bermuda corporation with a registered office at Clarendon House, 2 Church Street, Hamilton, HM11 Bermuda (including its Affiliates, as defined below) (“**Assignor**”), and Lenovo (United States), Inc., a Delaware corporation with a principal place of business at 1009 Think Place, Morrisville, North Carolina 27650 (including Lenovo Affiliates, as defined below), (“**Lenovo**”), on the last date when this Release Agreement has been executed by both Assignor and Lenovo (the “**Effective Date**”).

“**Affiliate(s)**” of an Entity shall mean any and all Entities, past, present, or future, that are or were Controlled, directly or indirectly, by the Entity, but only for so long as such Control existed or exists.

“**Assignor**” shall have the meaning ascribed to it in the preamble.

“**Assignor Litigation**” shall mean: 1. *In the Matter of Certain Graphics Processors, DDR Memory Controllers, and Products Containing the Same*, Inv. No. 337-TA-1037 (U.S.I.T.C. Dec. 16, 2016); and 2. *ZiiLabs Inc., Ltd. v. Lenovo Group Ltd., et al*, Case No. 2:16-cv-1419 (E.D. Tex. Dec. 16, 2016).

“**Claims**” shall mean any and all claims, counterclaims, third-party claims, contribution claims, indemnity claims, demands, actions, liabilities, damages, losses, causes of action, and all other claims of every kind and nature in law or equity, whether arising under state, federal, international or other law, which arise from or relate to in any way the Patents or which are or were asserted in, could have been asserted in, or which arise from the same transactions or occurrences as those claims asserted in the Assignor Litigation, whether such claims are absolute or contingent, in tort, contract or otherwise, direct or indirect, past, present or future, known or unknown, that exist or may have existed prior to the Effective Date.

“**Combined Licensed Product and Service**” shall mean any past, present or future combination or use, whether by Lenovo or a third party, of a Licensed Product and Service with any other product, service, technology, or material, only if a portion of such Licensed Product and Service provided by or on behalf of Lenovo or Lenovo Affiliate satisfies, in whole or in part, an element or a step of a claim in any Patent.

“**Control**” shall mean the legal, beneficial, and/or equitable ownership of more than fifty percent (50%) of (i) the voting power representing the right to vote for directors or other managing authority, (ii) equity ownership interest in an Entity, or (iii) other ownership interest in an Entity.

“**Effective Date**” shall have the meaning ascribed to it in the preamble.

“**Entity**” shall mean a corporation, association, partnership, business trust, joint venture, limited liability company, proprietorship, unincorporated association, individual or other entity that can exercise independent legal standing.

“**Lenovo Affiliate**” shall mean any and all Entities, now or in the future and for so long as the following ownership and control exists, that: (i) own or control, directly or indirectly, Lenovo;

(ii) are owned or controlled, directly or indirectly, by Lenovo; or (iii) are owned or controlled, directly or indirectly, by an Entity that owns or controls Lenovo; provided, however, that in the event that Lenovo's ultimate parent entity as of the Effective Date of this Agreement merges with or is acquired by a third party, then such third party shall not be deemed an Affiliate hereunder. For purposes of the preceding sentence, "own or control" shall mean (a) if the Entity has voting shares or other voting securities, ownership or control (directly or indirectly) of more than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or other similar managing authority for such Entity; or (b) if the Entity does not have voting shares or other voting securities, ownership or control (directly or indirectly) of more than fifty percent (50%) of the ownership interest representing the right to make decisions for such Entity.

"Licensed Product and Service" shall mean any past, present or future product, software, technology, material or service (including any components, devices, data, media, verilog, rtl code, source code, specifications, or any other portions thereof) at any time, made, have made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import alone or in combination with other products, software, technology, materials and/or services, the manufacture, use, purchase, provision, hosting, sale, lease, license, distribution, export, import (or offer for sale, lease or import) of which would result in infringement (direct, indirect, or otherwise) of any Patents, irrespective of whether the product, service, software, technology, or material (including any components, devices, data, media, or any other portions thereof) were or had been made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import in the United States. Licensed Product and Service will include any Combined Licensed Product and Service.

"Patents" shall mean: (i) the patents and patent applications identified on Schedule 1 and any and all foreign counterparts of any of the foregoing; (ii) any and all patents that have issued or may issue from any of the patents or patent applications described in (i) of this definition; (iii) any and all patents and patent applications that, in whole or in part, claim priority to, or the benefit of the filing date of, any of the patents or patent applications described in (i) or (ii) of this definition, including any and all child, continuation, continuation-in-part, continuing prosecution, divisional, provisional, non-provisional, reissue, reexamination, substitution, post-issuance trial certificate, extension and counterpart patents and patent applications of any of the patents or patents applications described in (i) or (ii) of this definition; (iv) any and all patents and patent applications from which any of the patents or patent applications described in (i) or (ii) of this definition, in whole or in part, claim the benefit of priority or otherwise claim the benefit of the filing date, including any and all parent patents or patent applications of any of the patents or patent applications described in (i) or (ii) of this definition; and (v) any and all extensions or renewals of any of the patent or patent applications described in this definition. Any one of the foregoing is a "Patent".

"Release Agreement" shall have the meaning ascribed to it in the preamble.

"Lenovo" shall have the meaning ascribed to it in the preamble.

Mutual Release.

Except with respect to the obligations created by or arising out of this Release Agreement, Assignor does hereby for itself and its respective legal successors, Affiliates, heirs and assigns, irrevocably release and absolutely discharge Lenovo, each Lenovo Affiliate, and each of Lenovo's and each Lenovo Affiliate's respective customers, suppliers, manufacturers, developers, users (including end users), distributors, dealers, employees, representatives, agents, officers, directors, parents, subsidiaries, past and present [REDACTED]

(each, a "Covered Third Party"), of and from any and all Claims based in whole or in part on acts of Lenovo or any Lenovo Affiliate prior to the Effective Date of this Release Agreement. The release granted in this paragraph further extends to Covered Third Parties, solely to the extent of their use, purchase, sale, importation, offer for sale or distribution of Lenovo's Licensed Products or Services.

Except with respect to the obligations created by or arising out of this Release Agreement, Lenovo, each Lenovo Affiliate, and each of their respective legal successors, heirs and assigns, release and absolutely discharge Assignor, and each of Assignor's employees, representatives, agents, officers, directors, parents, subsidiaries, past and present, solely of and from any and all Claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys' fees, actions and causes of action of every kind and nature whatever, arising out of the institution, filing, prosecution and resolution of the Assignor Litigation. Nothing in this Release Agreement, however, shall extinguish, impair or otherwise affect any defense or position of Lenovo that the Patents are not infringed, invalid and/or not enforceable. Accordingly, with respect to any defenses and/or challenges relating to the Patents, Lenovo shall be in the same position as though the Assignor Litigation had never been brought.

The parties acknowledge and agree that this Release Agreement fully and finally releases and forever resolves the Assignor Litigation, including those Claims identified above involving the Patents and the Licensed Products and Services that are unknown, unanticipated or unsuspected or that may hereafter arise as a result of the discovery of new and/or additional facts. The parties acknowledge and understand the significance and potential consequence of the release of unknown claims. The parties intend that the claims released under this Release Agreement be construed as broadly as possible and agree to waive and relinquish all rights and benefits each may have under Section 1542 of the Civil Code of the State of California, or any similar statute or law of any other jurisdiction. Section 1542 reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

No Admission of Liability. The Parties agree that the settlement of the Assignor Litigation is intended solely as a compromise of the disputed claims, and without any acknowledgment of liability, fault, damages, or any other merits of the Assignor Litigation.

Notice. Any notice or communication required or permitted to be given by either Party hereunder shall be in written form and shall be considered to be sufficiently given if mailed by

registered or certified mail or transmitted by overnight courier, addressed to the Parties hereto as follows:

To Assignor:

ZiiLabs Inc., Ltd.
c/o 31 International Business Park
#03-01 Creative Resource
Singapore 609921
ATTN: Legal Department
[REDACTED]

To Lenovo:

Lenovo (United States), Inc.
1009 Think Place, Morrisville, NC 27560
ATTN: ED – Worldwide Litigation
[REDACTED]

Or to such changed address as the addressee shall have specified by written notice in accordance with this provision.

Governing Law. The Parties hereto agree that this Release Agreement shall be considered to have been made in, and construed and interpreted in accordance with the substantive laws of the State of California of the United States of America.

Disputes. The Parties hereto shall use their best efforts to resolve by mutual agreement any disputes, controversies or differences that may arise from, under, out of or in connection with the Release Agreement. If any such disputes, controversies or differences cannot be settled between the Parties hereto within thirty (30) days, they shall be finally brought in federal district court in California, and the Parties hereby submit to the jurisdiction of, and waive any venue objections against, the United States District Court for the [] District of California. Should the United States District Court for the [] District of California lack jurisdiction, the Parties hereby submit to the exclusive jurisdiction of the state courts of the State of California.

Representations and Warranties. Assignor represents and warrants that it is a Bermuda corporation in good standing under the laws of Bermuda; that it has the authority to enter into this Agreement; and that this Agreement is valid, binding and enforceable in accordance with its terms. Assignor further represents and warrants that it has sufficient right, title, and interest to grant the release conveyed in this Release Agreement. Lenovo represents and warrants that it is a corporation in good standing under the laws of the state of Delaware.

Lenovo further represents and warrants that it has the authority to enter into this Release Agreement; and that this Release Agreement is valid, binding and enforceable in accordance with its terms.

Confidentiality. Neither Party will disclose the terms or existence of this Agreement, except:

1. As required by any law, rule, regulation, order, discovery request, subpoena or other governmental requirement (including public reporting requirements); provided that such disclosure is made pursuant to a protective order or agreement providing confidentiality protections at least as stringent as those provided in this paragraph, to the extent possible;
2. To such Party's accountants, attorneys, financial advisors and other professionals engaged by such Party, as reasonably required for their performance of services for such Party; provided that such disclosure will be governed by the confidentiality provisions set forth herein;
3. As reasonably required for due diligence in connection with any proposed assignment of this Agreement or any transaction involving Lenovo or a Lenovo Affiliate; provided that such disclosure will be governed by the confidentiality provisions set forth herein;
4. A Party may disclose any information that becomes part of the public domain without a breach of this Section by the disclosing Party;
5. With the prior written consent of the other Party;
6. Both Parties may disclose that "the dispute between the parties has been resolved;"
7. Lenovo may disclose in the course of any legal proceeding to support any claim or defense; provided that such disclosure is made pursuant to a protective order or agreement providing confidentiality protections at least as stringent as those provided in this paragraph, to the extent possible;
8. Lenovo may disclose to any Lenovo Affiliate or Covered Third Party only the fact that Assignor has licensed the Patents to Lenovo, the Lenovo Affiliates, and the Covered Third Parties in connection with any activity related to Licensed Products and Services, and has covenanted not to sue with respect to the Patents; provided that such disclosure will be governed by the confidentiality provisions set forth herein. The Lenovo Affiliate(s) shall have the same confidentiality obligations as the Parties herein and specifically set forth in this section.

No Right to Terminate. Neither Party may terminate this Release Agreement without the express, written consent of the other Party.

No Domestic Industry. Assignor agrees on behalf of itself, its Affiliates, and their successors and assigns not to claim that the rights conveyed to Lenovo in this Release Agreement or Lenovo's alleged practice of any Patents are evidence of a domestic industry pursuant to Section 337(a) of the Tariff Act of 1930 or any similar foreign or domestic statute, and hereby irrevocably waives any such argument.

Entire Agreement. This Release Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all written and oral prior agreements and understandings with respect thereto. No variation or modification of the terms of this Release

Agreement, nor any waiver of any of the terms or provisions hereof, shall be valid unless in writing and signed by an authorized representative of each Party.

Counterparts. This Release Agreement may be executed in two counterparts in the English language and each such counterpart shall be deemed an original thereof. Facsimile signatures or signatures delivered by e-mail in .pdf or similar format will be deemed original signatures for purposes of this Release Agreement.

[The remainder of this page is blank; signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Agreement on behalf of his or her respective Party.

Agreed to:

Agreed to:

ZiiLabs Inc., Ltd.

Lenovo (United States), Inc.

Name: NG KEH LONG

Title: DIRECTOR

Date: 7 August 2017

Name: Stephen Wurtz

Title: Sr. Intellectual Property Counsel

Date: 7/19/17

EXHIBIT 8

RELEASE TERMS

This RELEASE AGREEMENT (“**Release Agreement**”) is entered into by and between ZiiLabs Inc., Ltd., a Bermuda corporation with a registered office at Clarendon House, 2 Church Street, Hamilton, HM11 Bermuda (including its Affiliates, as defined below) (“**Assignor**”), and LG Electronics, Inc., a Korean corporation with a principal place of business at 20, Yeouido-dong, Yeongdeungpogu, Seoul 150-721, Korea (including its Affiliates), (“**LG**”), on the last date when this Release Agreement has been executed by both Assignor and LG (the “**Effective Date**”).

“**Affiliate(s)**” of an Entity shall mean any and all Entities, past, present, or future, that are or were Controlled, directly or indirectly, by the Entity, but only for so long as such Control existed or exists.

“**Assignor**” shall have the meaning ascribed to it in the preamble.

“**Assignor Litigation**” shall mean: 1. *In the Matter of Certain Graphics Processors, DDR Memory Controllers, and Products Containing the Same*, Inv. No. 337-TA-1037 (U.S.I.T.C. Dec. 16, 2016); and 2. *ZiiLabs Inc., Ltd. v. LG Electronics Inc., et al*, Case No. 2:16-cv-1420 (E.D. Tex. Dec. 16, 2016).

“**Claims**” shall mean any and all claims, counterclaims, third-party claims, contribution claims, indemnity claims, demands, actions, liabilities, damages, losses, causes of action, and all other claims of every kind and nature in law or equity, whether arising under state, federal, international or other law, which arise from or relate to in any way the Patents or which are or were asserted in, could have been asserted in, or which arise from the same transactions or occurrences as those claims asserted in the Assignor Litigation, whether such claims are absolute or contingent, in tort, contract or otherwise, direct or indirect, past, present or future, known or unknown, that exist or may have existed prior to the Effective Date.

“**Combined Licensed Product and Service**” shall mean any past, present or future combination or use, whether by LG or a third party, of a Licensed Product and Service with any other product, service, technology, or material, only if a portion of such Licensed Product and Service provided by or on behalf of LG or LG Affiliate satisfies, in whole or in part, an element or a step of a claim in any Patent.

“**Control**” shall mean the legal, beneficial, and/or equitable ownership of more than fifty percent (50%) of (i) the voting power representing the right to vote for directors or other managing authority, (ii) equity ownership interest in an Entity, or (iii) other ownership interest in an Entity.

“**Effective Date**” shall have the meaning ascribed to it in the preamble.

“**Entity**” shall mean a corporation, association, partnership, business trust, joint venture, limited liability company, proprietorship, unincorporated association, individual or other entity that can exercise independent legal standing.

“**Licensed Product and Service**” shall mean any past, present or future product, software, technology, material or service (including any components, devices, data, media, verilog, rtl code, source code, specifications, or any other portions thereof) at any time, made, have made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported,

imported or offered for sale, lease, or import alone or in combination with other products, software, technology, materials and/or services, the manufacture, use, purchase, provision, hosting, sale, lease, license, distribution, export, import (or offer for sale, lease or import) of which would result in infringement (direct, indirect, or otherwise) of any Patents, irrespective of whether the product, service, software, technology, or material (including any components, devices, data, media, or any other portions thereof) were or had been made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import in the United States. Licensed Product and Service will include any Combined Licensed Product and Service.

“Patents” shall mean: (i) the patents and patent applications identified on Schedule 1 and any and all foreign counterparts of any of the foregoing; (ii) any and all patents that have issued or may issue from any of the patents or patent applications described in (i) of this definition; (iii) any and all patents and patent applications that, in whole or in part, claim priority to, or the benefit of the filing date of, any of the patents or patent applications described in (i) or (ii) of this definition, including any and all child, continuation, continuation-in-part, continuing prosecution, divisional, provisional, non-provisional, reissue, reexamination, substitution, post-issuance trial certificate, extension and counterpart patents and patent applications of any of the patents or patents applications described in (i) or (ii) of this definition; (iv) any and all patents and patent applications from which any of the patents or patent applications described in (i) or (ii) of this definition, in whole or in part, claim the benefit of priority or otherwise claim the benefit of the filing date, including any and all parent patents or patent applications of any of the patents or patent applications described in (i) or (ii) of this definition; and (v) any and all extensions or renewals of any of the patent or patent applications described in this definition. Any one of the foregoing is a **“Patent”**.

“Release Agreement” shall have the meaning ascribed to it in the preamble.

“LG” shall have the meaning ascribed to it in the preamble.

Mutual Release.

Except with respect to the obligations created by or arising out of this Release Agreement, Assignor does hereby for itself and its respective legal successors, Affiliates, heirs and assigns, irrevocably release and absolutely discharge LG, each LG Affiliate, and each of LG's and each LG Affiliate's respective customers, suppliers, manufacturers, developers, users (including end users), distributors, dealers, employees, representatives, agents, officers, directors, parents, subsidiaries, past and present [REDACTED]

(each, a **“Covered Third Party”**), of and from any and all Claims based in whole or in part on acts of LG or any LG Affiliate prior to the Effective Date of this Release Agreement. The release granted in this paragraph further extends to Covered Third Parties, solely to the extent of their use, purchase, sale, importation, offer for sale or distribution of LG's Licensed Products or Services.

Except with respect to the obligations created by or arising out of this Release Agreement, LG, each LG Affiliate, and each of their respective legal successors, heirs and assigns, release and absolutely discharge Assignor, and each of Assignor's employees, representatives, agents, officers, directors, parents, subsidiaries, past and present, solely of and from any and all Claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys' fees, actions and causes of action of every kind and nature

whatever, arising out of the institution, filing, prosecution and resolution of the Assignor Litigation. Nothing in this Release Agreement, however, shall extinguish, impair or otherwise affect any defense or position of LG that the Patents are not infringed, invalid and/or not enforceable. Accordingly, with respect to any defenses and/or challenges relating to the Patents, LG shall be in the same position as though the Assignor Litigation had never been brought.

The parties acknowledge and agree that this Release Agreement fully and finally releases and forever resolves the Assignor Litigation, including those Claims identified above involving the Patents and the Licensed Products and Services that are unknown, unanticipated or unsuspected or that may hereafter arise as a result of the discovery of new and/or additional facts. The parties acknowledge and understand the significance and potential consequence of the release of unknown claims. The parties intend that the claims released under this Release Agreement be construed as broadly as possible and agree to waive and relinquish all rights and benefits each may have under Section 1542 of the Civil Code of the State of California, or any similar statute or law of any other jurisdiction. Section 1542 reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

No Admission of Liability. The Parties agree that the settlement of the Assignor Litigation is intended solely as a compromise of the disputed claims, and without any acknowledgment of liability, fault, damages, or any other merits of the Assignor Litigation.

Notice. Any notice or communication required or permitted to be given by either Party hereunder shall be in written form and shall be considered to be sufficiently given if mailed by registered or certified mail or transmitted by overnight courier, addressed to the Parties hereto as follows:

To Assignor:

ZiiLabs Inc., Ltd.
c/o 31 International Business Park
#03-01 Creative Resource
Singapore 609921
ATTN: Legal Department
[REDACTED]

To LG:

LG Electronics, Inc.
LG Twin Tower 128
Yeoui-daero, Yeongdeungpo-gu
Seoul, Korea
ATTN: Head of IP Center
[REDACTED]

Or to such changed address as the addressee shall have specified by written notice in accordance with this provision.

Governing Law. The Parties hereto agree that this Release Agreement shall be considered to have been made in, and construed and interpreted in accordance with the substantive laws of the State of California of the United States of America.

Disputes. The Parties hereto shall use their best efforts to resolve by mutual agreement any disputes, controversies or differences that may arise from, under, out of or in connection with the Release Agreement. If any such disputes, controversies or differences cannot be settled between the Parties hereto within thirty (30) days, they shall be finally brought in federal district court in California, and the Parties hereby submit to the jurisdiction of, and waive any venue objections against, the United States District Court for the [] District of California. Should the United States District Court for the [] District of California lack jurisdiction, the Parties hereby submit to the exclusive jurisdiction of the state courts of the State of California.

Representations and Warranties. Assignor represents and warrants that it is a Bermuda corporation in good standing under the laws of Bermuda; that it has the authority to enter into this Agreement; and that this Agreement is valid, binding and enforceable in accordance with its terms. Assignor further represents and warrants that it has sufficient right, title, and interest to grant the release conveyed in this Release Agreement. LG represents and warrants that it is a corporation in good standing under the laws of Korea.

LG further represents and warrants that it has the authority to enter into this Release Agreement; and that this Release Agreement is valid, binding and enforceable in accordance with its terms.

Confidentiality. Neither Party will disclose the terms or existence of this Agreement, except:

1. As required by any law, rule, regulation, order, discovery request, subpoena or other governmental requirement (including public reporting requirements); provided that such disclosure is made pursuant to a protective order or agreement providing confidentiality protections at least as stringent as those provided in this paragraph, to the extent possible;
2. To such Party's accountants, attorneys, financial advisors and other professionals engaged by such Party, as reasonably required for their performance of services for such Party; provided that such disclosure will be governed by the confidentiality provisions set forth herein;
3. As reasonably required for due diligence in connection with any proposed assignment of this Agreement or any transaction involving LG or a LG Affiliate; provided that such disclosure will be governed by the confidentiality provisions set forth herein;
4. A Party may disclose any information that becomes part of the public domain without a breach of this Section by the disclosing Party;
5. With the prior written consent of the other Party;
6. Both Parties may disclose that "the dispute between the parties has been resolved;"
7. LG may disclose in the course of any legal proceeding to support any claim or defense; provided that such disclosure is made pursuant to a protective order or

agreement providing confidentiality protections at least as stringent as those provided in this paragraph, to the extent possible;

8. LG may disclose to any LG Affiliate or Covered Third Party only the fact that Assignor has licensed the Patents to LG, the LG Affiliates, and the Covered Third Parties in connection with any activity related to Licensed Products and Services, and has covenanted not to sue with respect to the Patents; provided that such disclosure will be governed by the confidentiality provisions set forth herein. The LG Affiliate(s) shall have the same confidentiality obligations as the Parties herein and specifically set forth in this section.

No Right to Terminate. Neither Party may terminate this Release Agreement without the express, written consent of the other Party.

No Domestic Industry. Assignor agrees on behalf of itself, its Affiliates, and their successors and assigns not to claim that the rights conveyed to LG in this Release Agreement or LG's alleged practice of any Patents are evidence of a domestic industry pursuant to Section 337(a) of the Tariff Act of 1930 or any similar foreign or domestic statute, and hereby irrevocably waives any such argument.

Entire Agreement. This Release Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all written and oral prior agreements and understandings with respect thereto. No variation or modification of the terms of this Release Agreement, nor any waiver of any of the terms or provisions hereof, shall be valid unless in writing and signed by an authorized representative of each Party.

Counterparts. This Release Agreement may be executed in two counterparts in the English language and each such counterpart shall be deemed an original thereof. Facsimile signatures or signatures delivered by e-mail in .pdf or similar format will be deemed original signatures for purposes of this Release Agreement.

[The remainder of this page is blank; signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Agreement on behalf of his or her respective Party.

Agreed to:

ZiiLabs Inc., Ltd.

Agreed to:

LG Electronics, Inc.

Name: NG KET LONG

Title: DIRECTOR

Date: 7 August 2017

Name: JUNGSHEEK JOHN

Title: VP EXECUTIVE

Date: JULY 19, 2017

EXHIBIT 10

RELEASE TERMS

This RELEASE AGREEMENT (“**Release Agreement**”) is entered into by and between ZiiLabs Inc., Ltd., a Bermuda corporation with a registered office at Clarendon House, 2 Church Street, Hamilton, HM11 Bermuda (including its Affiliates, as defined below) (“**Assignor**”), and MediaTek Inc., a Taiwan corporation with a principal place of business at No. 1, Dusing Rd. 1, Hsinchu Science Park, Hsinchu City 30078, Taiwan (including MediaTek Affiliates, as defined below), (“**MediaTek**”), on the last date when this Release Agreement has been executed by both Assignor and MediaTek (the “**Effective Date**”).

“**Affiliate(s)**” of an Entity shall mean any and all Entities, past, present, or future, that are or were Controlled, directly or indirectly, by the Entity, but only for so long as such Control existed or exists.

“**Assignor**” shall have the meaning ascribed to it in the preamble.

“**Assignor Litigation**” shall mean: 1. *In the Matter of Certain Graphics Processors, DDR Memory Controllers, and Products Containing the Same*, Inv. No. 337-TA-1037 (U.S.I.T.C. Dec. 16, 2016); and 2. *ZiiLabs Inc., Ltd. v. MediaTek, Inc., et al*, Case No. 2:16-cv-1421 (E.D. Tex. Dec. 16, 2016).

“**Claims**” shall mean any and all claims, counterclaims, third-party claims, contribution claims, indemnity claims, demands, actions, liabilities, damages, losses, causes of action, and all other claims of every kind and nature in law or equity, whether arising under state, federal, international or other law, which arise from or relate to in any way the Patents or which are or were asserted in, could have been asserted in, or which arise from the same transactions or occurrences as those claims asserted in the Assignor Litigation, whether such claims are absolute or contingent, in tort, contract or otherwise, direct or indirect, past, present or future, known or unknown, that exist or may have existed prior to the Effective Date.

“**Combined Licensed Product and Service**” shall mean any past, present or future combination or use, whether by MediaTek or a third party, of a Licensed Product and Service with any other product, service, technology, or material, only if a portion of such Licensed Product and Service provided by or on behalf of MediaTek or MediaTek Affiliate satisfies, in whole or in part, an element or a step of a claim in any Patent.

“**Control**” shall mean the legal, beneficial, and/or equitable ownership of more than fifty percent (50%) of (i) the voting power representing the right to vote for directors or other managing authority, (ii) equity ownership interest in an Entity, or (iii) other ownership interest in an Entity.

“**Effective Date**” shall have the meaning ascribed to it in the preamble.

“**Entity**” shall mean a corporation, association, partnership, business trust, joint venture, limited liability company, proprietorship, unincorporated association, individual or other entity that can exercise independent legal standing.

“**Licensed Product and Service**” shall mean any past, present or future product, software, technology, material or service (including any components, devices, data, media, verilog, rtl



code, source code, specifications, or any other portions thereof) at any time, made, have made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import alone or in combination with other products, software, technology, materials and/or services, the manufacture, use, purchase, provision, hosting, sale, lease, license, distribution, export, import (or offer for sale, lease or import) of which would result in infringement (direct, indirect, or otherwise) of any Patents, irrespective of whether the product, service, software, technology, or material (including any components, devices, data, media, or any other portions thereof) were or had been made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import in the United States. Licensed Product and Service will include any Combined Licensed Product and Service.

"MediaTek Affiliates" shall mean any and all Entities, now or in the future that are owned or controlled by MediaTek, but only for so long as such ownership and control exists. For purposes of this definition, "own[ed] or control[led]" means: (a) if the Entity has voting shares or other voting securities, ownership or control (directly or indirectly) of more than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or other similar managing authority for such Entity; or (b) if the Entity does not have voting shares or other voting securities, ownership or control (directly or indirectly) of more than fifty percent (50%) of the ownership interest representing the right to make decisions for such Entity. Notwithstanding anything to the contrary, "MediaTek Affiliate" shall include Mstar Semiconductor, Inc. and any and all Entities, now or in the future, that are owned or controlled by Mstar Semiconductor, Inc.

"Patents" shall mean: (i) the patents and patent applications identified on Schedule 1 and any and all foreign counterparts of any of the foregoing; (ii) any and all patents that have issued or may issue from any of the patents or patent applications described in (i) of this definition; (iii) any and all patents and patent applications that, in whole or in part, claim priority to, or the benefit of the filing date of, any of the patents or patent applications described in (i) or (ii) of this definition, including any and all child, continuation, continuation-in-part, continuing prosecution, divisional, provisional, non-provisional, reissue, reexamination, substitution, post-issuance trial certificate, extension and counterpart patents and patent applications of any of the patents or patents applications described in (i) or (ii) of this definition; (iv) any and all patents and patent applications from which any of the patents or patent applications described in (i) or (ii) of this definition, in whole or in part, claim the benefit of priority or otherwise claim the benefit of the filing date, including any and all parent patents or patent applications of any of the patents or patent applications described in (i) or (ii) of this definition; and (v) any and all extensions or renewals of any of the patent or patent applications described in this definition. Any one of the foregoing is a "Patent".

"Release Agreement" shall have the meaning ascribed to it in the preamble.

"MediaTek" shall have the meaning ascribed to it in the preamble.

Mutual Release.

Except with respect to the obligations created by or arising out of this Release Agreement, Assignor does hereby for itself and its respective legal successors, Affiliates, heirs and assigns,

irrevocably release and absolutely discharge MediaTek, each MediaTek Affiliate, and each of MediaTek's and each MediaTek Affiliate's respective customers, suppliers, manufacturers, developers, users (including end users), distributors, dealers, employees, representatives, agents, officers, directors, parents, subsidiaries, past and present [REDACTED]

(each, a "Covered Third Party"), of and from any and all Claims based in whole or in part on acts of MediaTek or any MediaTek Affiliate prior to the Effective Date of this Release Agreement. The release granted in this paragraph further extends to Covered Third Parties, solely to the extent of their use, purchase, sale, importation, offer for sale or distribution of MediaTek's Licensed Products or Services.

Except with respect to the obligations created by or arising out of this Release Agreement, MediaTek, each MediaTek Affiliate, and each of their respective legal successors, heirs and assigns, release and absolutely discharge Assignor, and each of Assignor's employees, representatives, agents, officers, directors, parents, subsidiaries, past and present, solely of and from any and all Claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys' fees, actions and causes of action of every kind and nature whatever, arising out of the institution, filing, prosecution and resolution of the Assignor Litigation. Nothing in this Release Agreement, however, shall extinguish, impair or otherwise affect any defense or position of MediaTek that the Patents are not infringed, invalid and/or not enforceable. Accordingly, with respect to any defenses and/or challenges relating to the Patents, MediaTek shall be in the same position as though the Assignor Litigation had never been brought.

The parties acknowledge and agree that this Release Agreement fully and finally releases and forever resolves the Assignor Litigation, including those Claims identified above involving the Patents and the Licensed Products and Services that are unknown, unanticipated or unsuspected or that may hereafter arise as a result of the discovery of new and/or additional facts. The parties acknowledge and understand the significance and potential consequence of the release of unknown claims. The parties intend that the claims released under this Release Agreement be construed as broadly as possible and agree to waive and relinquish all rights and benefits each may have under Section 1542 of the Civil Code of the State of California, or any similar statute or law of any other jurisdiction. Section 1542 reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

No Admission of Liability. The Parties agree that the settlement of the Assignor Litigation is intended solely as a compromise of the disputed claims, and without any acknowledgment of liability, fault, damages, or any other merits of the Assignor Litigation.

Notice. Any notice or communication required or permitted to be given by either Party hereunder shall be in written form and shall be considered to be sufficiently given if mailed by registered or certified mail or transmitted by overnight courier, addressed to the Parties hereto as follows:

To Assignor:

ZiiLabs Inc., Ltd.
c/o 31 International Business Park
#03-01 Creative Resource
Singapore 609921
ATTN: Legal Department
[REDACTED]

To MediaTek:

MediaTek Inc.
No. 1 Dusing Road 1
Hsinchu Science Park
Hsinchu City 30078 Taiwan
ATTN: Legal Department

Or to such changed address as the addressee shall have specified by written notice in accordance with this provision.

Governing Law. The Parties hereto agree that this Release Agreement shall be considered to have been made in, and construed and interpreted in accordance with the substantive laws of the State of California of the United States of America.

Disputes. The Parties hereto shall use their best efforts to resolve by mutual agreement any disputes, controversies or differences that may arise from, under, out of or in connection with the Release Agreement. If any such disputes, controversies or differences cannot be settled between the Parties hereto within thirty (30) days, they shall be finally brought in federal district court in California, and the Parties hereby submit to the jurisdiction of, and waive any venue objections against, the United States District Court for the Northern District of California, only as to the enforcement and interpretation of this Release Agreement and not in general. Should the United States District Court for the Northern District of California lack jurisdiction, the Parties hereby submit to the exclusive jurisdiction of the state courts of the State of California, only as to the enforcement and interpretation of this Release Agreement and not in general.

Representations and Warranties. Assignor represents and warrants that it is a Bermuda corporation in good standing under the laws of Bermuda; that it has the authority to enter into this Agreement; and that this Agreement is valid, binding and enforceable in accordance with its terms. Assignor further represents and warrants that it has sufficient right, title, and interest to grant the release conveyed in this Release Agreement. MediaTek represents and warrants that it is a corporation in good standing under the laws of Taiwan.

MediaTek further represents and warrants that it has the authority to enter into this Release Agreement; and that this Release Agreement is valid, binding and enforceable in accordance with its terms.

Confidentiality. Neither Party will disclose the terms or existence of this Agreement, except:

1. As required by any law, rule, regulation, order, discovery request, subpoena or other governmental requirement (including public reporting requirements); provided that such disclosure is made pursuant to a protective order or agreement providing confidentiality protections at least as stringent as those provided in this paragraph, to the extent possible;
2. To such Party's accountants, attorneys, financial advisors and other professionals engaged by such Party, as reasonably required for their performance of services for such Party; provided that such disclosure will be governed by the confidentiality provisions set forth herein;
3. As reasonably required for due diligence in connection with any proposed assignment of this Agreement or any transaction involving MediaTek or a MediaTek Affiliate; provided that such disclosure will be governed by the confidentiality provisions set forth herein;
4. A Party may disclose any information that becomes part of the public domain without a breach of this Section by the disclosing Party;
5. With the prior written consent of the other Party;
6. Both Parties may disclose that "the dispute between the parties has been resolved;"
7. MediaTek may disclose in the course of any legal proceeding to support any claim or defense; provided that such disclosure is made pursuant to a protective order or agreement providing confidentiality protections at least as stringent as those provided in this paragraph, to the extent possible;
8. MediaTek may disclose to any MediaTek Affiliate or Covered Third Party only the fact that Assignor has licensed the Patents to MediaTek, the MediaTek Affiliates, and the Covered Third Parties in connection with any activity related to Licensed Products and Services, and has covenanted not to sue with respect to the Patents; provided that such disclosure will be governed by the confidentiality provisions set forth herein. The MediaTek Affiliate(s) shall have the same confidentiality obligations as the Parties herein and specifically set forth in this section.

No Right to Terminate. Neither Party may terminate this Release Agreement without the express, written consent of the other Party.

No Domestic Industry. Assignor agrees on behalf of itself, its Affiliates, and their successors and assigns not to claim that the rights conveyed to MediaTek in this Release Agreement or MediaTek's alleged practice of any Patents are evidence of a domestic industry pursuant to Section 337(a) of the Tariff Act of 1930 or any similar foreign or domestic statute, and hereby irrevocably waives any such argument.

Entire Agreement. This Release Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all written and oral prior agreements and understandings with respect thereto. No variation or modification of the terms of this Release

Agreement, nor any waiver of any of the terms or provisions hereof, shall be valid unless in writing and signed by an authorized representative of each Party.

Counterparts. This Release Agreement may be executed in two counterparts in the English language and each such counterpart shall be deemed an original thereof. Facsimile signatures or signatures delivered by e-mail in .pdf or similar format will be deemed original signatures for purposes of this Release Agreement.

[The remainder of this page is blank; signature page follows.]

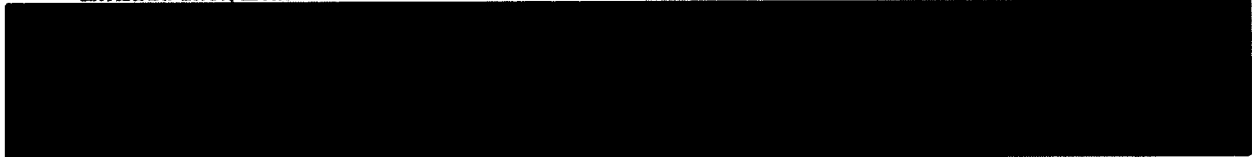
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Agreement on behalf of his or her respective Party.

Agreed to:

Agreed to:

ZiiLabs Inc., Ltd.

MediaTek Inc.



Name: NG KEH LONG

Name: David W. Su

Title: DIRECTOR

Title: Vice President and General Counsel

Date: 7 August 2017

Date: July 27, 2017



EXHIBIT 12

RELEASE TERMS

This RELEASE AGREEMENT ("**Release Agreement**") is entered into by and between ZiiLabs Inc., Ltd., a Bermuda corporation with a registered office at Clarendon House, 2 Church Street, Hamilton, HM11 Bermuda (including its Affiliates, as defined below) ("**Assignor**"), and QUALCOMM Incorporated, a Delaware corporation with a principal place of business at 5775 Morehouse Drive, San Diego, CA 92121 (including Qualcomm Affiliates, as defined below), ("**Qualcomm**"), on the last date when this Release Agreement has been executed by both Assignor and Qualcomm (the "**Effective Date**").

"**Affiliate(s)**" of an Entity shall mean any and all Entities, past, present, or future, that are or were Controlled, directly or indirectly, by the Entity, but only for so long as such Control existed or exists.

"**Assignor**" shall have the meaning ascribed to it in the preamble.

"**Assignor Litigation**" shall mean: 1. *In the Matter of Certain Graphics Processors, DDR Memory Controllers, and Products Containing the Same*, Inv. No. 337-TA-1037 (U.S.I.T.C. Dec. 16, 2016); and 2. *ZiiLabs Inc., Ltd. v. Qualcomm Inc.*, Case No. 2:16-cv-1422 (E.D. Tex. Dec. 16, 2016).

"**Claims**" shall mean any and all claims, counterclaims, third-party claims, contribution claims, indemnity claims, demands, actions, liabilities, damages, losses, causes of action, and all other claims of every kind and nature in law or equity, whether arising under state, federal, international or other law, which arise from or relate to in any way the Patents or which are or were asserted in, could have been asserted in, or which arise from the same transactions or occurrences as those claims asserted in the Assignor Litigation, whether such claims are absolute or contingent, in tort, contract or otherwise, direct or indirect, past, present or future, known or unknown, that exist or may have existed prior to the Effective Date.

"**Combined Licensed Product and Service**" shall mean any past, present, or future combination or use, whether by Qualcomm or a third party, of a Licensed Product and Service with any other product, service, technology, or material, only if a portion of such Licensed Product and Service provided by or on behalf of Qualcomm or Qualcomm Affiliate satisfies, in whole or in part, an element or a step of a claim in any Patent.

"**Control**" shall mean the legal, beneficial, and/or equitable ownership of more than fifty percent (50%) of (i) the voting power representing the right to vote for directors or other managing authority, (ii) equity ownership interest in an Entity, or (iii) other ownership interest in an Entity.

"**Effective Date**" shall have the meaning ascribed to it in the preamble.


"**Entity**" shall mean a corporation, association, partnership, business trust, joint venture, limited liability company, proprietorship, unincorporated association, individual, or other entity that can exercise independent legal standing.

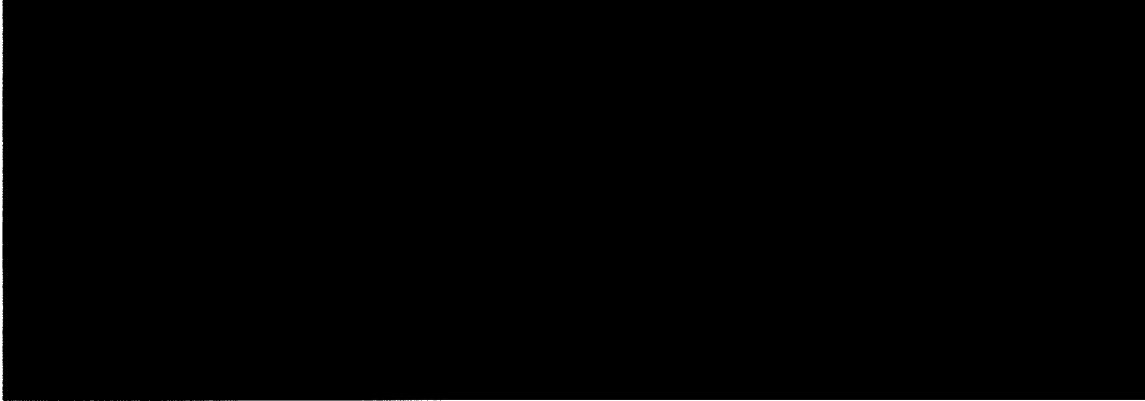
"**Licensed Product and Service**" shall mean any past, present, or future product, software, technology, material, or service (including any components, devices, data, media, verilog, rtl

code, source code, specifications, or any other portions thereof) at any time, made, have made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import alone or in combination with other products, software, technology, materials and/or services, the manufacture, use, purchase, provision, hosting, sale, lease, license, distribution, export, import (or offer for sale, lease or import) of which would result in infringement (direct, indirect, or otherwise) of any Patents, irrespective of whether the product, service, software, technology, or material (including any components, devices, data, media, or any other portions thereof) were or had been made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import in the United States. Licensed Product and Service will include any Combined Licensed Product and Service.

"Parties" shall mean Assignor and Qualcomm.

"Patents" shall mean: (i) the patents and patent applications identified on Schedule 1 and any and all foreign counterparts of any of the foregoing; (ii) any and all patents that have issued or may issue from any of the patents or patent applications described in part (i) of this definition; (iii) any and all patents and patent applications that, in whole or in part, claim priority to, or the benefit of the filing date of, any of the patents or patent applications described in parts (i) or (ii) of this definition, including any and all child, continuation, continuation-in-part, continuing prosecution, divisional, provisional, non-provisional, reissue, reexamination, substitution, post-issuance trial certificate, extension and counterpart patents and patent applications of any of the patents or patents applications described in parts (i) or (ii) of this definition; (iv) any and all patents and patent applications from which any of the patents or patent applications described in parts (i) or (ii) of this definition, in whole or in part, claim the benefit of priority or otherwise claim the benefit of the filing date, including any and all parent patents or patent applications of any of the patents or patent applications described in parts (i) or (ii) of this definition; and (v) any and all extensions or renewals of any of the patent or patent applications described in this definition. Any one of the foregoing is a "Patent".

"Qualcomm Affiliate" shall mean any and all Entities, now or in the future, that are owned or controlled by Qualcomm, but only for so long as such ownership and control exists. 



"Release Agreement" shall have the meaning ascribed to it in the preamble.

"Qualcomm" shall have the meaning ascribed to it in the preamble.

Mutual Release.

Except with respect to the obligations created by or arising out of this Release Agreement, Assignor does hereby for itself and its respective legal successors, Affiliates, heirs, and assigns, irrevocably release and absolutely discharge Qualcomm, each Qualcomm Affiliate, and each of Qualcomm's and each Qualcomm Affiliate's respective customers, suppliers, manufacturers, developers, users (including end users), distributors, dealers, employees, representatives, agents, officers, directors, parents, and subsidiaries, past and present [REDACTED]

(each, a "Covered Third Party"), of and from any and all Claims based in whole or in part on acts of Qualcomm or any Qualcomm Affiliate prior to the Effective Date of this Release Agreement. The release granted in this paragraph further extends to Covered Third Parties, solely to the extent of their use, purchase, sale, importation, offer for sale, or distribution of Qualcomm's Licensed Products or Services.

Except with respect to the obligations created by or arising out of this Release Agreement, Qualcomm, each Qualcomm Affiliate, and each of their respective legal successors, heirs, and assigns, release and absolutely discharge Assignor, and each of Assignor's employees, representatives, agents, officers, directors, parents, and subsidiaries, past and present, solely of and from any and all Claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys' fees, actions, and causes of action of every kind and nature whatever, arising out of the institution, filing, prosecution, and resolution of the Assignor Litigation. Nothing in this Release Agreement, however, shall extinguish, impair, or otherwise affect any defense or position of Qualcomm that the Patents are not infringed, invalid, and/or not enforceable. Accordingly, with respect to any defenses and/or challenges relating to the Patents, Qualcomm shall be in the same position as though the Assignor Litigation had never been brought.

The Parties acknowledge and agree that this Release Agreement fully and finally releases and forever resolves the Assignor Litigation, including those Claims identified above involving the Patents and the Licensed Products and Services that are unknown, unanticipated, or unsuspected or that may hereafter arise as a result of the discovery of new and/or additional facts. The parties acknowledge and understand the significance and potential consequence of the release of unknown claims. The parties intend that the claims released under this Release Agreement be construed as broadly as possible and agree to waive and relinquish all rights and benefits each may have under Section 1542 of the Civil Code of the State of California, or any similar statute or law of any other jurisdiction. Section 1542 reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

The Parties acknowledge and agree that nothing herein is or may be construed as a grant of any right under any intellectual property owned, controlled, or licensable by Qualcomm or any Qualcomm Affiliate, now or in the future.

No Admission of Liability. The Parties agree that the settlement of the Assignor Litigation is intended solely as a compromise of the disputed claims, and without any acknowledgment of liability, fault, damages, or any other merits of the Assignor Litigation.

Notice. Any notice or communication required or permitted to be given by either Party hereunder shall be in written form and shall be considered to be sufficiently given if mailed by registered or certified mail or transmitted by overnight courier, addressed to the Parties hereto as follows:

To Assignor:

ZiiLabs Inc., Ltd.
c/o 31 International Business Park
#03-01 Creative Resource
Singapore 609921
ATTN: Legal Department
[REDACTED]

To Qualcomm:

QUALCOMM Incorporated
Attn: Corporate Legal Department
5775 Morehouse Drive
San Diego, CA 92121
Fax: 858-845-1249

Or to such changed address as the addressee shall have specified by written notice in accordance with this provision.

Governing Law. The Parties hereto agree that this Release Agreement shall be considered to have been made in, and construed and interpreted in accordance with the substantive laws of the State of California of the United States of America.

Disputes. The Parties hereto shall use their best efforts to resolve by mutual agreement any disputes, controversies or differences that may arise from, under, out of, or in connection with the Release Agreement. If any such disputes, controversies or differences cannot be settled between the Parties hereto within thirty (30) days, they shall be finally brought in federal district court in California, and the Parties hereby submit to the jurisdiction of, and waive any venue objections against, the United States District Court for the Southern District of California. Should the United States District Court for the Southern District of California lack jurisdiction, the Parties hereby submit to the exclusive jurisdiction of the state courts of the State of California.

Representations and Warranties. Assignor represents and warrants that it is a Bermuda corporation in good standing under the laws of Bermuda; that it has the authority to enter into this Agreement; and that this Agreement is valid, binding, and enforceable in accordance with its terms. Assignor further represents and warrants that it has sufficient right, title, and interest to

grant the release conveyed in this Release Agreement. Qualcomm represents and warrants that it is a corporation in good standing under the laws of the state of Delaware.

Qualcomm further represents and warrants that it has the authority to enter into this Release Agreement; and that this Release Agreement is valid, binding, and enforceable in accordance with its terms.

Confidentiality. Neither Party will disclose the terms or existence of this Agreement, except:

1. As required by any law, rule, regulation, order, discovery request, subpoena, or other governmental requirement (including public reporting requirements); provided that such disclosure is made pursuant to a protective order or agreement providing confidentiality protections at least as stringent as those provided in this paragraph, to the extent possible;
2. To such Party's accountants, attorneys, financial advisors, and other professionals engaged by such Party, as reasonably required for their performance of services for such Party; provided that such disclosure will be governed by the confidentiality provisions set forth herein;
3. As reasonably required for due diligence in connection with any proposed assignment of this Agreement or any transaction involving Qualcomm or a Qualcomm Affiliate; provided that such disclosure will be governed by the confidentiality provisions set forth herein;
4. A Party may disclose any information that becomes part of the public domain without a breach of this Section by the disclosing Party;
5. With the prior written consent of the other Party;
6. Both Parties may disclose that "the dispute between the parties has been resolved";
7. Qualcomm may disclose in the course of any legal proceeding to support any claim or defense; provided that such disclosure is made pursuant to a protective order or agreement providing confidentiality protections at least as stringent as those provided in this paragraph, to the extent possible;
8. Qualcomm may disclose to any Qualcomm Affiliate or Covered Third Party only the fact that Assignor has licensed the Patents to Qualcomm, the Qualcomm Affiliates, and the Covered Third Parties in connection with any activity related to Licensed Products and Services, and has covenanted not to sue with respect to the Patents; provided that such disclosure will be governed by the confidentiality provisions set forth herein. The Qualcomm Affiliate(s) shall have the same confidentiality obligations as the Parties herein and specifically set forth in this section.

No Right to Terminate. Neither Party may terminate this Release Agreement without the express, written consent of the other Party.

No Domestic Industry. Assignor agrees on behalf of itself, its Affiliates, and their successors and assigns not to claim that the rights conveyed to Qualcomm in this Release Agreement or Qualcomm's alleged practice of any Patents are evidence of a domestic industry pursuant to Section 337(a) of the Tariff Act of 1930 or any similar foreign or domestic statute, and hereby irrevocably waives any such argument.

Entire Agreement. This Release Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all written and oral prior agreements and understandings with respect thereto. No variation or modification of the terms of this Release Agreement, nor any waiver of any of the terms or provisions hereof, shall be valid unless in writing and signed by an authorized representative of each Party.

Counterparts. This Release Agreement may be executed in two counterparts in the English language and each such counterpart shall be deemed an original thereof. Facsimile signatures or signatures delivered by e-mail in .pdf or similar format will be deemed original signatures for purposes of this Release Agreement.

[The remainder of this page is blank; signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Agreement on behalf of his or her respective Party.

Agreed to:

Agreed to:

ZiiLabs Inc., Ltd.

QUALCOMM Incorporated

Name: NG KEM LONG
Title: DIRECTOR
Date: 7 August 2017

Name: John Scott
Title: VP & Legal Counsel
Date: 8 Aug 2017

EXHIBIT 14

RELEASE TERMS

This RELEASE AGREEMENT (“**Release Agreement**”) is entered into by and between ZiiLabs Inc., Ltd., a Bermuda corporation with a registered office at Clarendon House, 2 Church Street, Hamilton, HM11 Bermuda (including its Affiliates, as defined below) (“**Assignor**”), and Sony Corporation, a Japan corporation with a principal place of business at 1-7-1 Konan, Minato-ku, Tokyo 108-0075 Japan (including its Affiliates) (“**Sony**”), on the last date when this Release Agreement has been executed by both Assignor and Sony (the “**Effective Date**”).

“**Affiliate(s)**” of an Entity shall mean any and all Entities, past, present, or future, that are or were Controlled, directly or indirectly, by the Entity, but only for so long as such Control existed or exists. Affiliates of Sony shall also include the Entity formerly known as Sony Ericsson Mobile Communications AB (now Sony Mobile Communications) and its Controlled Entities.

“**Assignor**” shall have the meaning ascribed to it in the preamble.

“**Assignor Litigation**” shall mean: 1. *In the Matter of Certain Graphics Processors, DDR Memory Controllers, and Products Containing the Same*, Inv. No. 337-TA-1037 (U.S.I.T.C. Dec. 16, 2016); and 2. *ZiiLabs Inc., Ltd. v. Sony Corporation, et al*, Case No. 2:16-cv-1423 (E.D. Tex. Dec. 16, 2016).

“**Claims**” shall mean any and all claims, counterclaims, third-party claims, contribution claims, indemnity claims, demands, actions, liabilities, damages, losses, causes of action, and all other claims of every kind and nature in law or equity, whether arising under state, federal, international or other law, which arise from or relate to in any way the Patents or which are or were asserted in, could have been asserted in, or which arise from the same transactions or occurrences as those claims asserted in the Assignor Litigation, whether such claims are absolute or contingent, in tort, contract or otherwise, direct or indirect, past, present or future, known or unknown, that exist or may have existed prior to the Effective Date.

“**Combined Licensed Product and Service**” shall mean any past, present or future combination or use, whether by Sony or a third party, of a Licensed Product and Service with any other product, service, technology, or material, only if a portion of such Licensed Product and Service provided by or on behalf of Sony or Sony Affiliate satisfies, in whole or in part, an element or a step of a claim in any Patent.

“**Control**” shall mean the legal, beneficial, and/or equitable ownership of more than fifty percent (50%) of (i) the voting power representing the right to vote for directors or other managing authority, (ii) equity ownership interest in an Entity, or (iii) other ownership interest in an Entity.

“**Effective Date**” shall have the meaning ascribed to it in the preamble.

“**Entity**” shall mean a corporation, association, partnership, business trust, joint venture, limited liability company, proprietorship, unincorporated association, individual or other entity that can exercise independent legal standing.

“**Licensed Product and Service**” shall mean any past, present or future product, software, technology, process, material or service (including any components, devices, data, media,

verilog, rtl code, source code, specifications, or any other portions thereof) at any time, made, have made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or exported or imported alone or in combination with other products, software, technology, process, materials and/or services, the manufacture, use, purchase, provision, hosting, sale, lease, license, distribution, export, import (or offer for sale, lease or import) of which would result in infringement (direct, indirect, or otherwise) of any Patents, irrespective of whether the product, service, software, technology, process, or material (including any components, devices, data, media, or any other portions thereof) were or had been made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import in the United States. Licensed Product and Service will include any Combined Licensed Product and Service.

“Parties” shall mean Sony and Assignor.

“Party” shall mean Sony or Assignor.

“Patents” shall mean: (i) the patents and patent applications identified on Schedule 1, which is attached hereto, and any and all foreign counterparts of any of the foregoing; (ii) any and all patents that have issued or may issue from any of the patents or patent applications described in (i) of this definition; (iii) any and all patents and patent applications that, in whole or in part, claim priority to, or the benefit of the filing date of, any of the patents or patent applications described in (i) or (ii) of this definition, including any and all child, continuation, continuation-in-part, continuing prosecution, divisional, provisional, non-provisional, reissue, reexamination, substitution, post-issuance trial certificate, extension and counterpart patents and patent applications of any of the patents or patents applications described in (i) or (ii) of this definition; (iv) any and all patents and patent applications from which any of the patents or patent applications described in (i) or (ii) of this definition, in whole or in part, claim the benefit of priority or otherwise claim the benefit of the filing date, including any and all parent patents or patent applications of any of the patents or patent applications described in (i) or (ii) of this definition; and (v) any and all extensions or renewals of any of the patent or patent applications described in this definition. Any one of the foregoing is a “Patent”.

“Release Agreement” shall have the meaning ascribed to it in the preamble.

“Sony” shall have the meaning ascribed to it in the preamble.

Mutual Release.

Except with respect to the obligations created by or arising out of this Release Agreement, Assignor does hereby for itself and its respective legal successors, Affiliates, heirs and assigns, irrevocably release and absolutely discharge Sony, each Sony Affiliate, and each of Sony’s and each Sony Affiliate’s respective customers, suppliers, manufacturers, importers, developers, users (including end users), distributors, dealers, employees, representatives, agents, officers, directors, parents, and subsidiaries, past and present (each, a “Covered Third Party”),

of and from any and all Claims based in whole or in part on acts of Sony or any Sony Affiliate prior to the Effective Date of this Release Agreement. The release

granted in this paragraph further extends to Covered Third Parties, solely to the extent of their manufacture, use, purchase, sale, importation, offer for sale or distribution of Sony's Licensed Products or Services.

Except with respect to the obligations created by or arising out of this Release Agreement, Sony, each Sony Affiliate, and each of their respective legal successors, heirs and assigns, release and absolutely discharge Assignor, and each of Assignor's employees, representatives, agents, officers, directors, parents, subsidiaries, past and present, solely of and from any and all Claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys' fees, actions and causes of action of every kind and nature whatever, arising out of the institution, filing, prosecution and resolution of the Assignor Litigation. Nothing in this Release Agreement, however, shall extinguish, impair or otherwise affect any defense or position of Sony and/or its Affiliates that the Patents are not infringed, invalid and/or not enforceable. Accordingly, with respect to any defenses and/or challenges relating to the Patents, Sony and/or its Affiliates shall be in the same position as though the Assignor Litigation had never been brought.

The parties acknowledge and agree that this Release Agreement fully and finally releases and forever resolves the Assignor Litigation, including those Claims identified above involving the Patents and the Licensed Products and Services that are unknown, unanticipated or unsuspected or that may hereafter arise as a result of the discovery of new and/or additional facts. The parties acknowledge and understand the significance and potential consequence of the release of unknown claims. The parties intend that the claims released under this Release Agreement be construed as broadly as possible and agree to waive and relinquish all rights and benefits each may have under Section 1542 of the Civil Code of the State of California, or any similar statute or law of any other jurisdiction. Section 1542 reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

No Admission of Liability. The Parties agree that the settlement of the Assignor Litigation is intended solely as a compromise of the disputed claims, and without any acknowledgment of liability, fault, damages, or any other merits of the Assignor Litigation.

Notice. Any notice or communication required or permitted to be given by either Party hereunder shall be in written form and shall be considered to be sufficiently given if mailed by registered or certified mail or transmitted by overnight courier, addressed to the Parties hereto as follows:

To Assignor:

ZiiLabs Inc., Ltd.
c/o 31 International Business Park
#03-01 Creative Resource
Singapore 609921
ATTN: Legal Department

[REDACTED]

To Sony:

Sony Corporation
General Manager
IP Alliance & Licensing Department
Intellectual Property Division
1-7-1 Konan, Minato-ku, Tokyo, 108-0075 Japan

Or to such changed address as the addressee shall have specified by written notice in accordance with this provision.

Governing Law. The Parties hereto agree that this Release Agreement shall be considered to have been made in, and construed and interpreted in accordance with the substantive laws of the State of California of the United States of America.

Disputes. The Parties hereto shall use their best efforts to resolve by mutual agreement any disputes, controversies or differences that may arise from, under, out of or in connection with the Release Agreement. If any such disputes, controversies or differences cannot be settled between the Parties hereto within thirty (30) days, they shall be finally brought in federal district court in California, and, solely with respect to any claim arising out of or with respect to this Agreement, the Parties hereby waive objection to the jurisdiction of, and waive any venue objections against, the United States District Court for the Northern District of California. Should the United States District Court for the Northern District of California lack jurisdiction, the Parties hereby submit to the exclusive jurisdiction of the state courts of the State of California.

Representations and Warranties. Assignor represents and warrants that it is a Bermuda corporation in good standing under the laws of Bermuda; that it has the authority to enter into this Agreement; and that this Agreement is valid, binding and enforceable in accordance with its terms. Assignor further represents and warrants that it has sufficient right, title, and interest to grant the release conveyed in this Release Agreement. Sony represents and warrants that it is a corporation in good standing under the laws of Japan.

Sony further represents and warrants that it has the authority to enter into this Release Agreement; and that this Release Agreement is valid, binding and enforceable in accordance with its terms.

Confidentiality. Neither Party will disclose the terms or existence of this Agreement, except:

1. As required by any law, rule, regulation, order, discovery request, subpoena or other governmental requirement (including public reporting requirements); provided that such disclosure is made pursuant to a protective order or agreement providing confidentiality protections at least as stringent as those provided in this paragraph, to the extent possible;
2. To such Party's accountants, attorneys, financial advisors and other professionals engaged by such Party, as reasonably required for their performance of services for

such Party; provided that such disclosure will be governed by the confidentiality provisions set forth herein;

3. As reasonably required for due diligence in connection with any proposed assignment of this Agreement or any transaction involving Sony or a Sony Affiliate; provided that such disclosure will be governed by the confidentiality provisions set forth herein;
4. A Party may disclose any information that becomes part of the public domain without a breach of this Section by the disclosing Party;
5. With the prior written consent of the other Party;
6. Both Parties may disclose that "the dispute between the parties has been resolved;"
7. Sony may disclose in the course of any legal proceeding to support any claim or defense; provided that such disclosure is made pursuant to a protective order or agreement providing confidentiality protections at least as stringent as those provided in this paragraph, to the extent possible;
8. Sony may disclose to any Sony Affiliate or Covered Third Party only the fact that Assignor has licensed the Patents to Sony, the Sony Affiliates, and the Covered Third Parties in connection with any activity related to Licensed Products and Services, and has covenanted not to sue with respect to the Patents; provided that such disclosure will be governed by the confidentiality provisions set forth herein. The Sony Affiliate(s) shall have the same confidentiality obligations as the Parties herein and specifically set forth in this section.
9. Assignor's Affiliate(s) shall have the same confidentiality obligations as the Parties herein.

No Right to Terminate. Neither Party may terminate this Release Agreement without the express, written consent of the other Party.

No Domestic Industry. Assignor agrees on behalf of itself, its Affiliates, and their successors and assigns, not to claim that the rights conveyed to Sony in this Release Agreement or Sony's alleged practice of any Patents are evidence of a domestic industry pursuant to Section 337(a) of the Tariff Act of 1930 or any similar foreign or domestic statute, and hereby irrevocably waives any such argument.

Entire Agreement. This Release Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all written and oral prior agreements and understandings with respect thereto. No variation or modification of the terms of this Release Agreement, nor any waiver of any of the terms or provisions hereof, shall be valid unless in writing and signed by an authorized representative of each Party.

Counterparts. This Release Agreement may be executed in two counterparts in the English language and each such counterpart shall be deemed an original thereof. Facsimile signatures or

signatures delivered by e-mail in .pdf or similar format will be deemed original signatures for purposes of this Release Agreement.

[The remainder of this page is blank; signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Agreement on behalf of his or her respective Party.

Agreed to:

Agreed to:

ZiiLabs Inc., Ltd.

Sony Corporation

Name: MR KEM LONG

Name:

Title: DIRECTOR

Title: Senior General Manager,
Intellectual Property Division

Date: 7 August 2017

Date: July 28, 2017

**CERTAIN GRAPHICS PROCESSORS, DDR MEMORY CONTROLLERS, AND
PRODUCTS CONTAINING THE SAME**

INV. NO. 337-TA-1037

PUBLIC CERTIFICATE OF SERVICE

I, Lisa R. Barton, hereby certify that the attached **Order No. 26** has been served by hand upon the Commission Investigative Attorney, **Paul Gennari, Esq.**, and the following parties as indicated, on _____

AUG 28 2017



Lisa R. Barton, Secretary
U.S. International Trade Commission
500 E Street SW, Room 112A
Washington, DC 20436

FOR COMPLAINANT ZIILABS INC., LTD.:

William D. Belanger, Esq.
PEPPER HAMILTON LLP
19th Floor, High Street Tower
125 High Street
Boston, MA 02110-2736

- ☐ Via Hand Delivery
☒ Express Delivery
☐ Via First Class Mail
☐ Other: _____

**FOR RESPONDENTS SONY CORPORATION, SONY CORPORATION OF
AMERICA, SONY ELECTRONICS INC., SONY MOBILE COMMUNICATIONS
(USA) INC., SONY COMPUTER ENTERTAINMENT INC., AND SONY
INTERACTIVE ENTERTAINMENT LLC:**

Aimee N. Soucie, Esq.
ANDREWS KURTH KENYON LLP
1350 I St. NW, #1100
Washington, DC 20005

- ☐ Via Hand Delivery
☒ Express Delivery
☐ Via First Class Mail
☐ Other: _____

FOR RESPONDENT QUALCOMM INC.:

Deanna Tanner Okun, Esq.
ADDUCI, MASTRIANI & SCHAUMBERG, LLP
1133 Connecticut Ave., NW, 12th Floor
Washington, DC 20036

- ☐ Via Hand Delivery
☒ Express Delivery
☐ Via First Class Mail
☐ Other: _____

**CERTAIN GRAPHICS PROCESSORS, DDR MEMORY CONTROLLERS, AND
PRODUCTS CONTAINING THE SAME**

INV. NO. 337-TA-1037

FOR RESPONDENT ADVANCED MICRO DEVICES, INC.:

D. Sean Trainor, Esq.
O'MELVENY & MYERS LLP
1625 Eye St., NW
Washington, DC 20006

☐ Via Hand Delivery
☒ Express Delivery
☐ Via First Class Mail
☐ Other: _____

**FOR RESPONDENTS MOTOROLA MOBILITY LLC, LENOVO HOLDING CO.,
INC., AND LENOVO (UNITED STATES) INC.:**

Jonathan E. Retsky, Esq.
WINSTON & STRAWN LLP
35 W. Wacker Dr.
Chicago, IL 60601

☐ Via Hand Delivery
☒ Express Delivery
☐ Via First Class Mail
☐ Other: _____

FOR RESPONDENTS MEDIATEK, INC.:

Joseph V. Colaianni, Jr., Esq.
FISH & RICHARDSON P.C.
The McPherson Building
901 15th Street N.W., 7th Floor
Washington, DC 20005

☐ Via Hand Delivery
☒ Express Delivery
☐ Via First Class Mail
☐ Other: _____

**FOR RESPONDENTS LG ELECTRONICS, INC., LG ELECTRONICS U.S.A., INC.,
AND LG ELECTRONICS MOBILECOMM U.S.A., INC.:**

Ralph A. Phillips, Esq.
FISH & RICHARDSON P.C.
The McPherson Building
901 15th Street N.W., 7th Floor
Washington, DC 20005

☐ Via Hand Delivery
☒ Express Delivery
☐ Via First Class Mail
☐ Other: _____