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TECHNOLOGY PROPERTIES LIMITED LLC

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

In re:

TECHNOLOGY PROPERTIES LIMITED LLC,
fka TECHNOLOGY PROPERTIES LIMITED
INC., A CALIFORNIA CORPORATION,
fka TECHNOLOGY PROPERTIES LIMITED,
A CALIFORNIA CORPORATION,

Debtor.

Case No. 13-51589-SLJ-11

Chapter 11

DISCLOSURE HEARING:

Date: December 19, 2014

Time: 1:30 p.m.

Place: United States Bankruptcy Court
280 S. First Street, Room 3099
San Jose, CA 95113

Judge: Honorable Stephen L. Johnson

JOINT PLAN OF REORGANIZATION BY

OFFICIAL COMMITTEE OF UNSECURED CREDITORS AND DEBTOR
(DATED DECEMBER 15, 2014)

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1 **TABLE OF CONTENTS**

2 Page

3

4 PRELIMINARY STATEMENT1

5 DEFINITIONS.....2

6 I. DESIGNATION OF CLASSES OF CLAIMS AND INTERESTS16

7 II. TREATMENT OF UNCLASSIFIED CLAIMS.....18

8 III. TREATMENT OF CLAIMS NOT IMPAIRED UNDER THE PLAN20

9 IV. TREATMENT OF CLASSES OF CLAIMS AND INTERESTS

10 THAT ARE IMPAIRED UNDER THE PLAN.....20

11 V. IMPAIRMENT OF CLASSES; VOTING OF CLAIMS26

12 VI. MEANS FOR EXECUTION OF THE PLAN.....27

13 VII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES41

14 VIII. PROOFS OF CLAIM; OBJECTIONS45

15 IX. RETAINED CLAIMS47

16 X. REQUEST FOR CONFIRMATION50

17 XI. RETENTION OF JURISDICTION50

18 XII. EFFECT OF CONFIRMATION53

19 XIII. MISCELLANEOUS56

20 XIV. DEFAULT PROVISIONS.....59

21 XV. OVERRIDING PROTECTIONS FOR LICENSEE PARTIES.....61

22

23

24

25

26

27

28

1
2
3
4
5
6
7
8
9
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PRELIMINARY STATEMENT

The Official Committee of Unsecured Creditors of Technology Properties Limited, LLC (the “Committee”) and debtor and debtor in possession Technology Properties Limited, LLC (the “Debtor” or “TPL”) propose this plan of reorganization (the “Plan”) pursuant to the provisions of Chapter 11 of the Bankruptcy Code.

On March 20, 2013, TPL filed its Voluntary Petition under chapter 11 of the Bankruptcy Code. Chapter 11 sets forth the rules and procedures under which financially distressed entities may be reorganized or liquidated pursuant to a plan of reorganization presented to Creditors and Interest Holders for consideration and approval. Confirmation (i.e., Bankruptcy Court approval) of this Plan is the culmination of that process.

This Plan sets forth the joint proposal of the Committee and TPL for the restructuring of TPL’s finances and for the satisfaction, discharge and/or cancellation of all Claims against TPL. Pursuant to the Plan, new management will be appointed to operate TPL’s business, and TPL will pay its creditors certain proceeds of various portfolios quarterly for a period of up to seven years (subject to extension upon Committee approval). TPL will continue to commercialize its COREFlash and Fast Logic portfolios, but licenses will, after Confirmation, be written by the IP Owners of the portfolios to whom the licenses will be reconveyed as of the Effective Date.

With the Plan, Creditors and Interest Holders will receive the DISCLOSURE STATEMENT FOR JOINT PLAN OF REORGANIZATION (DATED DECEMBER 15, 2014) (the “Disclosure Statement”). With the Plan and Disclosure Statement, Creditors will receive a Ballot for voting on the Plan. Class 1 is not Impaired under the Plan and is therefore conclusively presumed to have accepted the Plan. Accordingly, acceptances with respect to Class 1 are not being solicited and no Ballots need be returned by creditors in such Class. Acceptances of the Plan are therefore being solicited only from Classes 2, 3, 4, 5, 6, 7 and 8. Consequently, only holders of Claims in Classes 2, 3, 4, 5, 6A, 6B, 6C, 7 and the holder of Interests in Class 8 need return their Ballots.

The Disclosure Statement includes a summary of the Debtor’s history, a summary of significant events during the Chapter 11 case, a description of what Creditors and Interest Holders

1 will receive under the Plan and a summary of the procedures and voting requirements necessary for
2 confirmation of the Plan. You should thoroughly review both the Plan and the Disclosure Statement
3 before deciding whether you will accept or reject the Plan. In the event and to the extent that any
4 provision of the Plan is inconsistent with or contrary to the provisions of the Disclosure Statement,
5 the provisions of the Plan shall control and take precedence.

6 **CREDITORS WISHING TO VOTE ON THE PLAN MUST COMPLETE THE**
7 **BALLOT PROVIDED AND RETURN IT NO LATER THAN JANUARY __, 2015 TO:**

8 **Binder & Malter**
9 **2775 Park Avenue**
10 **Santa Clara, CA 95050**
11 **Attention: Robert G. Harris**
12 **Email: Rob@bindermalter.com**

13 **IF YOUR BALLOT IS NOT RETURNED BY JANUARY __, 2015, IT MAY NOT BE**
14 **CONSIDERED. BALLOTS WHICH ARE RETURNED BUT NOT PROPERLY**
15 **EXECUTED WILL NOT BE CONSIDERED. BALLOTS WHICH ARE EXECUTED BUT**
16 **WHICH FAIL TO INDICATE EITHER ACCEPTANCE OR REJECTION OF THE PLAN**
17 **WILL BE CONSIDERED AS ACCEPTING THE PLAN.**

18 If any class of Claims does not accept the Plan, the Committee may elect to seek
19 Confirmation of the Plan under Section 1129(b) of the Bankruptcy Code. Confirmation under
20 Section 1129(b) can, in appropriate circumstances, take place notwithstanding the rejection of, or
21 objection to, the Plan by the holders of Claims and Interests. If required, the Plan may be modified
22 at or prior to the hearing on Confirmation to permit Bankruptcy Court approval under Section
23 1129(b). If the Plan is not confirmed, the Bankruptcy Court may order the Bankruptcy Case
24 dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code, or other parties in interest
25 may propose a different plan.

26 **DEFINITIONS**

27 As used in the Plan, the following terms shall have the respective meanings specified below:

28 **“Accepting Non-Insider 13% Claims”** mean the Non-Insider 13% Claims in the instance
the Browns accept the Plan and do not object to confirmation of the Plan.

1 **“Adjusted Gross Revenue”** or **“AGR”** means Gross Revenue less amounts owing under
2 patent litigation counsel contingency retainer agreements and agreements with inventors of the
3 portfolios TPL commercializes.

4 **“Administrative Claim”** means a Claim for any cost or expense of administration of a kind
5 specified in Section 503(b) of the Bankruptcy Code, including (a) any actual and necessary costs and
6 expenses of preserving the Bankruptcy Estate incurred on or after the Petition Date and through and
7 including the Effective Date, (b) any cure amounts that must be paid in connection with the
8 assumption of any executory contract or unexpired lease of the Debtor under Section 365 of the
9 Bankruptcy Code, (c) fees due to the United States Trustee pursuant to 28 U.S.C. § 1930(a)(6), and
10 (d) compensation for legal or other services and reimbursement of expenses allowed by the
11 Bankruptcy Court under Sections 330 and 331 of the Bankruptcy Code or otherwise.

12 **“Administrative Claims Bar Date”** means that date which is sixty (60) days following the
13 Effective Date.

14 **“Administrative Claims Contribution”** means the 50% of Adjusted Gross Revenue
15 contributed each quarter (up to a maximum amount not to exceed the amount of Allowed
16 Administrative Claims) to pay holders of Allowed Administrative Claims who agree to accept
17 treatment other than payment in cash in full on the Effective Date.

18 **“Administrative Claims Objection Deadline”** means, for Administrative Claims other than
19 Professional Fee Claims, thirty (30) days after the Administrative Claims Bar Date or such later date
20 as may be established by the Bankruptcy Court.

21 **“Administrative Convenience Claims”** means Timely Filed Unsecured Claims of
22 \$5,000.00 or less whose holders elect on their Ballot to accept treatment pursuant to Class 5 under
23 the Plan, and Timely Filed Unsecured Claims of greater than \$5,000.00 whose holders elect on their
24 Ballot to accept treatment pursuant to Class 5 under the Plan and agree to reduce their respective
25 Allowed Claims to \$5,000.00.

26 **“Agility”** means Agility IP Law, LLC.

27 **“Alliacense”** means Alliacense Limited, LLC.

28 **“Alliacense Services Agreement”** means that certain Services Agreement as amended

1 March 19, 2012, between TPL and Alliacense as amended by that certain Amended Alliacense
2 Services and Novation Agreement dated July 23, 2014 (the latter of which is referred to separately as
3 the “Novation”).

4 **“Allowed” or “Allowed Amount”** means the amount in which any Claim or Interest is
5 allowed. **“Allowed Administrative Claim”** means all or any portion of an Administrative Claim
6 that has either been Allowed by a Final Order or as to which there has been no objection within the
7 time period established by the Plan or by an order of the Bankruptcy Court.

8 **“Allowed Claim”** means a Claim: (a) in respect to which a proof of Claim has been filed
9 with the Bankruptcy Court by the applicable Claims Bar Date and to which no objection has been
10 filed by the Claims Objection Deadline; (b) as to which no proof of Claim has been filed and which
11 has been listed on Schedule D, E or F of the Debtor's Schedules and is not listed as disputed,
12 contingent, unliquidated or unknown as to amount, and to which no objection has been filed by the
13 Claims Objection Deadline; (c) which is Allowed by a Final Order; (d) settled, compromised or
14 otherwise resolved by the Reorganized Company pursuant to its power granted under the Plan; or (e)
15 which is deemed Allowed by the Plan. Other than those Claims expressly Allowed by the Plan, no
16 Claim shall be considered an Allowed Claim if: (x) an objection to the allowance thereof is
17 interposed by a party in interest by the Claims Objection Deadline, and such objection has not been
18 overruled by a Final Order; or (y) the Claim has been satisfied.

19 **“Allowed Interest”** means the Allowed Interest of an Interest Holder.

20 **“Allowed Unsecured Claim”** means any Allowed Claim that is an Unsecured Claim.

21 **“Assignment Agreements”** means (a) the Assignment Agreement between TPL and Daniel
22 (Mac) McNary Leckrone, dated January 5, 2003; (b) the Assignment Agreement between TPL and
23 John C. Leckrone, dated January 5, 2003; (c); the Assignment Agreement between TPL and Susan
24 L. Anhalt, dated January 5, 2003; (e) the Assignment Agreement between TPL and Chester A.
25 Brown and Marcie Brown, dated August 4, 2003; (f) the Assignment Agreement between TPL and
26 James Kirkendall, dated January 5, 2004 and (g) the Assignment Agreement between TPL and
27 Tobacco Retailing USA, dated February 5, 2004.

28 **“Avoidance Actions”** means causes of action under Chapter 5 of the Bankruptcy Code.

1 **“Ballot”** means the form distributed to each holder of an Impaired Claim that is entitled to
2 vote to accept or reject the Plan.

3 **“Bankruptcy Case”** means the bankruptcy case styled *In re Technology Properties,*
4 *Limited, LLC*, Chapter 11 Case No. 13-51589-SLJ, pending in the Bankruptcy Court.

5 **“Bankruptcy Code”** means title 11 of the United States Code and also includes
6 Sections 157, 158, 1334, 1408, 1412, and 1452 of title 28 of the United States Code, and any
7 amendments thereto to the extent applicable to this Bankruptcy Case.

8 **“Bankruptcy Court”** means the United States Bankruptcy Court for the Northern District of
9 California, San Jose Division, or such other court exercising jurisdiction over the Bankruptcy Case.

10 **“Bankruptcy Estate”** or **“Estate”** means the estate created by the commencement of the
11 Bankruptcy Case and comprised of the property described in Section 541 of the Bankruptcy Code.

12 **“Bankruptcy Rules”** means the Federal Rules of Bankruptcy Procedure promulgated under
13 28 U.S.C. § 2075, as amended, as applicable to the Bankruptcy Case.

14 **“Benefit Plans”** means all benefit plans of whatever type or nature provided by the Debtor
15 as of the date of this Plan including all 401(k) plans, medical insurance plans, accidental death and
16 dismemberment plans and disability plans and any rights of employees to extended coverage arising
17 from any benefit plan whether under the terms of the benefit plans, under COBRA, or under
18 applicable law. For the avoidance of doubt, Benefit Plans do not include any Insider Employee
19 Compensation Contracts or any provisions thereunder for incentive compensation or otherwise.

20 **“Browns”** means Chester A. Brown, Jr. and Marcie Brown.

21 **“Brown Claim”** means Proof of Claim Number 22-1 filed by the Browns in the Bankruptcy
22 Case, in connection with the Browns Judgment in the amount of \$10,021,511 plus post-judgment
23 interest.

24 **“Brown Judgment”** means the Judgment dated June 5, 2013, entered in favor of Chester A.
25 Brown, Jr. and Marcie Brown against TPL by the Santa Clara County Superior Court in the action
26 entitled: *Brown v. TPL*, Case No. 1-09-CV -159452.

27 **“Brown/TPL Appeal”** means the appeal of the Brown Judgment filed by TPL and currently
28 pending in the in the Court Of Appeal Of The State Of California, Sixth Appellate District.

1 **“Business Day”** means a day, Monday through Friday, excluding all legal holidays (as
2 defined in Bankruptcy Rule 9006(a)(6).

3 **“Cash”** means cash and cash equivalents, including but not limited to checks and similar
4 forms of payment or exchange.

5 **“CCC”** means Cupertino City Center Buildings, a California Limited Partnership.

6 **“CCC Claim”** means proof of Claim number 7 filed by CCC, asserting a Secured Claim in
7 the amount of \$711,200.

8 **“CEO”** means the Chief Executive Officer of the Reorganized Company as selected and
9 appointed by the TPL Board.

10 **“Claim,”** as used herein, is defined in Section 101(5) of the Bankruptcy Code.

11 **“Claims Bar Date”** means: (a) with respect to Claims other than those held by governmental
12 units, July 23, 2013; (b) with respect to Claims held by governmental units, September 16, 2013; and
13 (c) with respect to Rejection Claims, the Rejection Claims Bar Date.

14 **“Claims Objection Deadline”** means the date ninety (90) days after the Effective Date;
15 provided, however, that the Claims Objection Deadline may be extended by the Bankruptcy Court
16 for cause upon a noticed motion of the Reorganized Company or the Committee to all Notice Parties
17 on not less than ten (10) days’ written notice.

18 **“Claims Trust Account”** means the segregated interest-bearing bank account maintained for
19 the purpose of holding the deposits of the Quarterly Payment, maintained for paying Distributions to
20 Creditors holding Allowed Claims pursuant to the Plan.

21 **“Class”** means a category or group of holders of Claims or Interests as designated pursuant
22 to the Plan.

23 **“Committee”** means the Official Committee of Unsecured Creditors appointed by the Office
24 of the United States Trustee on March 28, 2013 consisting of Chester A. Brown, Jr. and Marcie
25 Brown, Patriot Scientific Corp., Beresford & Co., Farella Braun & Martel, LLP, the Estate of James
26 Kirkendall and Dr. Zlatan Ribic GmbH.

27 **“Committee Claims”** means the proofs of Claims filed by members of the Committee in the
28 Bankruptcy Case and include the following: (A) proof of Claim number 19 filed by Beresford &

1 Co.; (B) proof of Claim number 20 filed by the Estate of James V. Kirkendall; (C) proof of Claim
2 number 21 filed by Dr. Ribic GmbH; (D) proof of Claim number 22 filed by Chester A. Brown, Jr.
3 and Marcie Brown; (E) proof of Claim number 23 filed by Phil Marcoux, individually and as
4 Seller's Rep. for Certain Former ChipScale, Inc. Shareholders; (F) proof of Claim number 28 filed
5 by Farella Braun & Martel LLP; and (G) proofs of Claim numbers 33 and 34 filed by Patriot
6 Scientific Corporation.

7 **"Committee's Professionals"** means, collectively, Dorsey & Whitney LLP and such other
8 professionals whose employment by the Committee prior to the Confirmation Date is approved by
9 order of the Bankruptcy Court, if any.

10 **"Confirmation"** means the entry by the Bankruptcy Court of the Confirmation Order.

11 **"Confirmation Date"** means the date on which the Bankruptcy Court enters the Order of
12 Confirmation.

13 **"Confirmation Hearing"** means the hearing held by the Bankruptcy Court on confirmation
14 of the Plan as required by Section 1128(a) of the Bankruptcy Code.

15 **"Confirmation Order"** means the Order confirming the Plan under Section 1129 of the
16 Bankruptcy Code.

17 **"Debtor" or "TPL"** means Technology Properties Limited LLC, a California Limited
18 Liability Company.

19 **"Debtor's Professionals"** means, collectively, Binder & Malter, LLP, Agility IP Law, LLP,
20 the Simon Law Firm, P.S., Bragalone Conroy, PC, Farnan LLP, Ropers Majeski Kohn & Bentley,
21 Adelson, Hess & Kelly APS, Fulop Business Tax Services, Henneman & Associates, and such other
22 professionals whose employment by the Debtor prior to the Confirmation Date is approved by order
23 of the Bankruptcy Court, if any; and following the Effective Date, any professionals engaged by the
24 Reorganized Company to represent or assist it in fulfilling its duties and obligations as the
25 Reorganized Company under the Plan, including such accountant(s) as the Reorganized Company
26 may select to complete the Debtor's tax returns and other required filings with governmental
27 authorities having jurisdiction over the Reorganized Company, and such legal professionals as may
28 be appropriate to assist in administering the Plan, the Bankruptcy Case and the Bankruptcy Estate.

1 **“Disbursing Agent”** means the Plan Agent and any successor appointed pursuant to the
2 Plan.

3 **“Disclosure Statement”** means the DISCLOSURE STATEMENT FOR JOINT PLAN OF
4 REORGANIZATION (DATED DECEMBER 15, 2014), including any modification(s) thereof and/or
5 amendment(s) thereto.

6 **“Disputed Claim”** means a Claim against the Debtor: (a) as to which a proof of Claim has
7 not been filed and that has been listed in the Debtor's Schedules as disputed, contingent, unliquidated
8 or unknown as to amount; or (b) as to which an objection or adversary proceeding has been filed by
9 the Claims Objection Deadline and which objection or adversary proceeding has not been withdrawn
10 or disposed of by a Final Order.

11 **“Disputed Claims Reserve Account”** means a segregated interest-bearing bank account
12 maintained for the purpose of holding Cash attributable to Disputed Claims and administered by the
13 Reorganized Company consistent with the provisions of Section 345 of the Bankruptcy Code.

14 **“Distribution”** means, as the context requires: (a) the cash to be provided under the Plan to
15 the holders of Allowed Claims; or (b) the payment, transfer, delivery or deposit of cash to Creditors
16 pursuant to the Plan.

17 **“Distribution Date”** means any date on which a Distribution shall be made pursuant to the
18 Plan.

19 **“Effective Date”** means the later of (a) the first Business Day that is at least 30 days after the
20 entry of the Confirmation Order and on which no stay of the Confirmation Order is in effect,
21 including a stay pending appeal, or (b) the first Business Day on which the Reorganized Company
22 has sufficient cash to make all payments required under the Plan on the Effective Date; provided,
23 that notwithstanding any other provision of this Plan, the Effective Date shall not occur until and
24 unless Plan proponents file with the Bankruptcy Court executed versions of the IP Owner Side
25 Letters, referenced in Article XVI.G hereto and set forth on Exhibit “D”, for the benefit of all
26 Licensees.

27 **“Employee Incentive Compensation Claims”** mean the claims arising from the Employee
28 Compensation Contracts between TPL and Mike Davis, Robert Neilson and Nick Antonopoulos.

1 **“Employee Compensation Contracts”** means the agreements, whether written or oral, and
2 all amendments, addenda, letter agreements, offer letters, schedules, exhibits, modifications
3 attachments, supplements and other documents related thereto, between TPL, Alliacense and/or the
4 TPL Group, on the one hand, and Daniel (“Mac”) McNary Leckrone, Dwayne Hannah, Janet Neal,
5 Michael Davis, Nick Antonopoulos and/or Robert Neilson, on the other hand, on which the
6 Employee Compensation Claims and the Subordinated Employee Compensation Claims are based

7 **“Entity”** has the meaning ascribed to it under Section 101(15) of the Bankruptcy Code.

8 **“Excluded Contract”** means an executory contract or unexpired lease that is neither
9 designated for assumption nor for rejection under the Plan as of the conclusion of the Confirmation
10 Hearing. For the avoidance of doubt, the Licenses are not Excluded Contracts but rather ride
11 through unimpaired, in accordance with Article XVI.

12 **“Final Decree”** means the final decree by the Bankruptcy Court closing the Bankruptcy
13 Case pursuant to Bankruptcy Code Section 350 and Bankruptcy Rule 3022.

14 **“Final Order”** means an order entered on the docket by the Bankruptcy Court or other court
15 of competent jurisdiction over the Bankruptcy Case, as applicable, which is no longer subject to
16 appeal, certiorari or other proceedings for review or rehearing, and as to which no appeal, certiorari
17 or other proceedings for review or rehearing are pending.

18 **“Gross Revenue”** means all present and future property of TPL, tangible and intangible,
19 including, without limitation, any and all legal and equitable rights, in which the Reorganized
20 Company possesses or receives any right, title and interest, and all proceeds, products, offspring or
21 profits thereof, including, without limitation, (A) all Cash, (B) all non-Cash proceeds, (C) whatever
22 is acquired upon the sale, lease, license, exchange, or other disposition of property; (D) whatever is
23 collected on, or distributed on account of, property; (E) rights arising out of any property; (F) claims
24 arising out of the loss, nonconformity, or interference with the use of, defects or infringement of
25 rights in, or damage to, property; (G) insurance payable by reason of the loss or nonconformity of,
26 defects or infringement of rights in, or damage to, property; (H) whatever is received from license
27 payments, litigation settlements, judgments, damage awards and service fees; (I) whatever is
28 received from distributions to owners of entities in which TPL has any ownership interest other than

1 the PDS interest; (J) payments of interest, dividends and royalties; and (K) tax refunds and credits.

2 **“Impaired”** shall have the meaning set forth at Section 1124 of the Bankruptcy Code.

3 **“Insider 13% Claims”** means the following: (A) the portion of proof of Claim number 25
4 filed in the Bankruptcy Case by Susan Anhalt, asserted in the estimated amount of \$8,379,952 based
5 on “Payments from Assignment;” (B) the portion of proof of Claim number 32 filed in the
6 Bankruptcy Case by John C. Leckrone in the estimated amount of \$8,491,090 based on “Payments
7 from Assignment;” and (C) the portion of proof of Claim number 39 filed in the Bankruptcy Case by
8 Daniel (“Mac”) McNary Leckrone, asserted in the estimated amount of \$8,478,590 based on
9 “Payments from Assignment.”

10 **“Insurance Policies”** means the schedule of past and present insurance policies attached
11 hereto as Exhibit “A”.

12 **“Interest”** means units or rights to units or any membership interest or other ownership
13 interest held by any Person in the Debtor.

14 **“Interest Holder”** means the Daniel Leckrone Survivor’s Trust U/D/T dated February 14,
15 2006, as the sole holder of all Interests in the Debtor.

16 **“IP Owners”** means the owners of the MMP Portfolio, CORE Flash Portfolio, Fast Logic
17 Portfolio and Chipscale Portfolio licensed by TPL to Licensees, including without limitation PDS,
18 Patriot, Charles H. Moore, and MCM Portfolio LLC.

19 **“IP Owners Commercialization Agreements”** means the agreements and licenses entered
20 into between the IP Owners and TPL to license the respective portfolios.

21 **“ITC”** means the United States International Trade Commission.

22 **“Kirkendall Estate Claim”** means proof of Claim number 20 filed by the Estate of James V.
23 Kirkendall, in the amount of \$455,000.00.

24 **“Leckrone”** or **“Mr. Leckrone”** means Daniel E. Leckrone.

25 **“Leckrone Secured Claim”** means the portion of proof of Claim number 40 filed by
26 Leckrone, asserting a Secured Claim in the amount of \$4,872,284.00 based on “Loan Repayments,
27 including interest.”

28 **“Leckrone Priority Claim”** means the Class 1 Priority Claim of Leckrone.

1 **“License”** means each of the approximately 175 non-exclusive agreements granting licenses
2 of patent portfolios that were executed by TPL, PDS, Patriot Scientific, HSM Portfolio LLC or
3 MCM Portfolio LLC as licensor(s) prior to the filing of the Bankruptcy Case and any agreements
4 granting licenses of patent portfolios that were executed by TPL, PDS, Patriot Scientific, MCM
5 Portfolio LLC or HSM Portfolio LLC as licensor(s) prior to the Effective Date, in each case, as
6 amended, modified, or supplemented from time to time whether by settlement agreement, side letter
7 or otherwise.

8 **“Licensee Objectors”** means the parties identified in **Exhibit “B”** hereto, together with
9 each party’s successors and assigns. Licensees may become Licensee Objectors at any time prior to
10 the commencement of the Confirmation Hearing by notice to counsel for the Debtor and the
11 Committee.

12 **“Licensees”** means the Licensee Objectors, together with any other party granted a License
13 on or before the Effective Date including those identified on **Exhibit “B-2”** hereto.

14 **“Local Rules”** means the Local Rules of the United States District Court for the Northern
15 District of California, as amended, as applicable to this Bankruptcy Case.

16 **“Marsh Claim”** means Proof of Claim Number 46 filed by C. Alan Marsh, in the amount of
17 \$539,808.00.

18 **“MMP Portfolio”** means the Moore Microprocessor Portfolio.

19 **“Non-Insider 13% Claims”** means the Brown Claim, the Kirkendall Estate Claim, the Todd
20 Kirkendall Claim and the Marsh Claim.

21 **“Notice of Confirmation”** means the NOTICE OF ORDER CONFIRMING PLAN or similarly
22 titled notice of like effect issued by the Clerk of the Bankruptcy Court following Confirmation.

23 **“Notice Parties”** means the Reorganized Company, counsel for the Reorganized Company,
24 the United States Trustee, the Responsible Person, the TPL Board, the Committee, counsel for the
25 Committee, the Plan Agent, counsel for the Plan Agent, if any, the Licensee Objectors if they serve
26 notice on the Reorganized Company requesting to be a Notice Party following the Confirmation
27 Hearing and any Creditor who, after the Confirmation Hearing, files with the Bankruptcy Court and
28 serves on the Debtor or the Reorganized Company and its counsel at the addresses provided at

1 Section XV-J of the Plan, a notice requesting to be added as a notice party; provided, however, that
2 any creditor whose Claim has been paid in full shall no longer be a Notice Party.

3 **“Notice Procedure”** means the procedure for notice set forth at Section VII-P of the Plan.

4 **“Patent Actions”** means the ITC and District Court actions involving the MMP Portfolio,
5 the CORE Flash Portfolio, the Fast Logic Portfolio and any and all other actions involving other
6 present and future patent portfolios.

7 **“Patriot”** means Patriot Scientific Corporation.

8 **“PDS”** means Phoenix Digital Solutions LLC.

9 **“PDS Revenue”** means the distribution of revenue from the MMP Portfolio as determined
10 by the PDS Operating Agreement and that certain Settlement Agreement dated January 23, 2013, by
11 and among TPL, PDS, Patriot, Moore and others to which TPL is entitled.

12 **“PDS Management Committee”** means the Management Committee of PDS.

13 **“Person”** shall have the meaning ascribed to it under Section 101(41) of the Bankruptcy
14 Code.

15 **“Petition Date”** means March 20, 2013, the date on which the Debtor filed its Voluntary
16 Petition under Chapter 11 initiating the Bankruptcy Case and on which date relief was ordered in the
17 Bankruptcy Case.

18 **“Plan”** means this JOINT PLAN OF REORGANIZATION by OFFICIAL COMMITTEE OF
19 UNSECURED CREDITORS AND DEBTOR (DATED DECEMBER 15, 2014) including any modification(s)
20 hereof and/or amendment(s) hereto that comply with Section 1127 of the Bankruptcy Code and
21 Bankruptcy Rule 3019.

22 **“Plan Agent”** means the Entity appointed pursuant to the Plan to, among other things, act as
23 administrator of the Claims Trust Account, prosecute objections to the Committee Claims and act as
24 the Disbursing Agent.

25 **“PTO”** means the U.S. Patent and Trademark Office.

26 **“Priority Claim”** means any Claim entitled to priority pursuant to Sections 507(a)(1)
27 through (a)(7) of the Bankruptcy Code, but not including an Administrative Claim.

28 **“Priority Tax Claim”** means any Claim against the Debtor entitled to priority pursuant to

1 Section 507(a)(8) of the Bankruptcy Code.

2 **“Professional”** means any Person employed in the Bankruptcy Case prior to the Effective
3 Date pursuant to Section 327 and 1103 of the Bankruptcy Code, and following the Effective Date as
4 provided by the Plan.

5 **“Professional Fee Claim”** means an Administrative Claim for the compensation and
6 reimbursement of expenses asserted by a Professional employed in the Bankruptcy Case pursuant to
7 Section 327 or 1103 of the Bankruptcy Code or an expense reimbursement claim by a Committee
8 member, and incurred by such Professional or Committee member (to the extent Allowed under
9 Section 328, 330, 331, or 503 of the Bankruptcy Code) through the Effective Date.

10 **“Quarterly Distribution Report”** means the report provided by the Reorganized Company
11 to the Plan Agent and the TPL Board on a quarterly basis as provided at Section VII.E.3.of the Plan,
12 providing a list of all Claims held by Creditors in Classes 2, 3, 4, 6 and 7 and identifying each Claim
13 as either an Allowed Claim, a Disputed Claim (in whole or in part), and if a Disputed Claim, any
14 amount that is undisputed, and providing for each respective Claim, the Claim number (if
15 applicable), the claimant name, and the Reorganized Company’s calculations for each Claim,
16 including: (i) the amount of the Allowed Claim, if applicable (ii) the undisputed portion of any
17 Disputed Claim, (iii) the pro rata Distribution amount for the quarter, and (iv) the interest owing for
18 the quarter calculated at the applicable interest rate as provided in the Plan. The Quarterly
19 Distribution Report shall include the total payment due each holder of an Allowed Claim and the
20 total of all such payments due for the quarter.

21 **“Quarterly Payment”** means (A) the payment deposited by the Reorganized Company into
22 the Claims Trust Account after the close of each full calendar quarter following the Effective Date
23 comprised of (i) that portion of revenue to which TPL is entitled plus (ii) distributions deposited by
24 PDS, if any, to the Claims Trust Account comprised of 100% of TPL’s PDS Revenue for such
25 quarter, less the Administrative Claims Contribution, the necessary operating expenses of the
26 Reorganized Company, and the amounts necessary to fund and maintain the WCR.

27 **“Rejection Claim”** means an Unsecured Claim arising from the Debtor's rejection of an
28 unexpired lease or executory contract pursuant to the Plan or pursuant to an order of the Bankruptcy

1 Court.

2 **“Rejection Claims Bar Date”** means, other than for an Excluded Contract, the earlier of: (a)
3 thirty (30) days following the date of the Notice of Confirmation; or (b) thirty (30) days after the
4 entry of a Final Order prior to Confirmation approving rejection of an executory contract or
5 unexpired lease. With respect to an Excluded Contract that is rejected pursuant to Section IX-F of
6 the Plan, the Rejection Claims Bar Date means thirty (30) days from the date notice of rejection and
7 notice of the Rejection Claims Bar Date is provided to the affected party to the Excluded Contract.

8 **“Release”** means the release releasing all Released Parties from all Retained Claims or other
9 claims or causes of action without limitation, in substantially the form attached hereto as **Exhibit**
10 **“E”**.

11 **“Released Claims”** means any claims or causes of actions against the Released Parties by
12 the Debtor, the estate, and all persons and entities that vote to accept the Plan and execute the
13 Release, and any claims or causes of actions against the Reorganized Company except as provided
14 herein.

15 **“Released Parties”** means the following persons: Dwayne Hannah, Mike Davis, Robert
16 Neilson, Susan Anhalt, Daniel (“Mac”) McNary Leckrone, Leckrone, Janet Neal, Nick
17 Antonopoulos, Interconnect Portfolio, John Leckrone, Alliacense, Eric Saunders, Michael
18 Montvelishsky, William Martin, and any and all entities wholly-owned or partially owned by
19 Leckrone, the Daniel Leckrone Survivor’s Trust U/D/T dated February 14, 2006, including HSM,
20 MCM, VNS Portfolio LLC, and any predecessor or successor thereto but excluding Patriot
21 Scientific.

22 **“Reorganized Company”** means the Debtor on and after the Effective Date.

23 **“Responsible Person”** means the CEO.

24 **“Retained Claims”** means any and all claims, defenses and rights of the Debtor and the
25 Reorganized Company against any Person or Entity as of the Effective Date, including those
26 Retained Claims referred to in Article X. Retained Claims include, without limitation, all rights to
27 bring Avoidance Actions against the IP Owners by any of TPL, the Reorganized Company, the Plan
28 Agent, or a subsequent Chapter 7 trustee.

1 **“Schedules”** means the Debtor’s schedules of assets and liabilities consisting of Schedules
2 **“A”** through **“J”** filed with the Bankruptcy Court pursuant to Section 521(a)(1) of the Bankruptcy
3 Code and Bankruptcy Rule 1007(b), and any amendments thereto.

4 **“Secured Claim”** means a Claim secured by a lien, security interest, or other charge against
5 or interest in property in which the Debtor has an interest or that is subject to setoff under Section
6 553 of the Bankruptcy Code, to the extent of the value (as specified in the Plan, or if no value is
7 specified, as determined in accordance with Section 506(a) of the Bankruptcy Code) of the interest
8 of a holder of such Claim in the Debtor's interest in such property or to the extent of the amount
9 subject to such setoff, as the case may be. A Claim falling under this definition, but exceeding the
10 value of the Claim’s interest in the applicable collateral, or exceeding the amount subject to setoff, as
11 applicable, shall be an Unsecured Claim to the extent of such excessive amount.

12 **“Subordinated Employee Incentive Compensation Claims”** mean: (A) that portion of
13 proof of Claim number 17 filed in the Bankruptcy Case by Dwayne Hannah based on his Employee
14 Compensation Contract; (B) that portion of proof of Claim number 27 filed in the Bankruptcy Case
15 by Janet Neal based on her Employee Compensation Contract; (C) that portion of proof of Claim
16 number 39 filed in the Bankruptcy Case by Daniel (“Mac”) McNary Leckrone based on his
17 Employee Compensation Contract.

18 **“TPL Board”** means the board of the Reorganized Company to be appointed by the
19 Committee on the Effective Date, comprised of at least two Committee members or their nominees
20 who shall be identified prior to the Confirmation Hearing.

21 **“Todd Kirkendall Claim”** means proof of Claim number 24 filed by Todd Kirkendall, in
22 the amount of \$228,884.00.

23 **“TPL Member”** means Daniel E. Leckrone or his successor, assigns, estate or heirs.

24 **“TPL/Moore ‘Roe’ Litigation”** means the action entitled: *Charles H. Moore v. Technology*
25 *Properties Limited, et al.*; Case No. 1-10-CV183613 proceeding in the Superior Court of California,
26 Santa Clara County.

27 **“Unsecured Claim”** means a general unsecured Claim, but excluding Administrative
28 Claims, Priority Claims and Priority Tax Claims, which is: (a) listed in the Debtor’s Schedules (other

than if listed as disputed, contingent, unliquidated or unknown as to amount); or (b) filed with the Claims Agent, including the Unsecured Claims of undersecured Creditors and Rejection Claims.

“Venkidu” or “Mr. Venkidu” means Arockiyaswamy Venkidu, as representative of the former shareholders of OnSpec Electronic Inc.

“Venkidu Claim” means proof of Claim number 7 filed by Venkidu asserting a Secured Claim in the amount of \$5,344,331.00.

“WCR” means the Reorganized Company’s \$500,000 working capital reserve as provided for under the Plan and as determined to be necessary by the CEO with the advice and consent of the TPL Board.

Any capitalized term used in the Plan that is not herein defined but is defined in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning ascribed to such term in the Bankruptcy Code or the Bankruptcy Rules.

I. DESIGNATION OF CLASSES OF CLAIMS AND INTERESTS

The Claims against and Interests in the Debtor are designated and classified below for purposes of the Plan. The treatment of Claims described below applies only to Allowed Claims. Distributions to holders of Claims which are not Allowed Claims as of the Effective Date will be withheld in accordance with the Plan’s provisions for the treatment of Disputed Claims. Except to the extent that the Plan provides otherwise, a Claim or Interest that is properly includable in more than one Class is classified in a particular Class only to the extent that it qualifies within the description of that Class, and is placed in a different Class to the extent it qualifies within the description of such different Class.

A. Unclassified Claims: Section 1123(a)(1) of the Bankruptcy Code provides that certain claims, including Administrative Claims and post-petition tax claims by governmental units entitled to priority under Section 507(a)(2) of the Bankruptcy Code, and pre-petition unsecured Priority Tax Claims entitled to priority under Section 507(a)(8) of the Bankruptcy Code are not classified under the Plan. Unclassified Claims are expected to include Professional Fee Claims of the Committee’s Professionals and the Debtor’s Professionals.

B. Classified Claims:

1 **1. Class 1 (Priority Claims).**

2 Class 1 consists of all Priority Claims.

3 **2. Class 2 (CCC Claim).**

4 Class 2 consists of the CCC Claim.

5 **3. Class 3 (Leckrone Secured).**

6 Class 3 consists of the Leckrone Secured Claim.

7 **4. Class 4 (Venkidu Secured).**

8 Class 4 consists of the Venkidu Claim.

9 **5. Class 5 (Administrative Convenience Claims).**

10 Class 5 consists of all Administrative Convenience Claims.

11 **6. Class 6.**

12 **Class 6A (General Unsecured Claims, Together With 50% of Each of the**
13 **Non-Insider 13% Claims, 75% of Each of the Employee Compensation**
14 **Claims and 25% of Each of the Insider Compensation Claims).**

15 Class 6A includes general Unsecured Claims not included or provided for in any other Class,
16 including all Rejection Claims and all Unsecured Claims of vendors and trade Creditors for goods
17 delivered or services provided to the Debtor prior to the Petition Date.

18 Class 6A also includes 50% of each of the Accepting Non-Insider 13% Claims solely in the
19 event the Browns vote in favor of the Plan and do not object to the confirmation of the Plan. If the
20 Browns do not vote in favor of the Plan or if they object to the confirmation of the Plan, then all
21 Non-Insider 13% Claims and Insider 13% Claims shall be classified together in Class 6C.

22 Class 6A also includes 75% of the Employee Incentive Compensation Claims and 25% of the
23 Subordinated Employee Incentive Compensation Claims.

24 **Class 6B (25% of Each of the Accepting Non-Insider 13% Claims, 25% of**
25 **Each of the Employee Compensation Claims and 75% of Each of the**
26 **Insider Employee Compensation Claims).**

27 Class 6B includes 25% of each of the Accepting Non-Insider 13% Claims solely in the event
28 the Browns vote in favor of the Plan and do not object to confirmation of the Plan. If the Browns do
not vote in favor of the Plan or if they object to confirmation of the Plan, then all Non-Insider 13%
Claims and Insider 13% Claims shall be classified together in Class 6C. Class 6B also includes 25%

of the Employee Incentive Compensation Claims and 75% of the Subordinated Employee Incentive Compensation Claims.

Class 6C (Either of (i) 25% of Each the Accepting Non-Insider 13% Claims or (ii) 100% of the Non-Insider 13% Claims and 100% of the Insider 13% Claims).

Class 6C consists of either (i) 25% of each of the Accepting Non-Insider 13%er Claims, or (ii) in the instance that there are no Accepting Non-Insider 13%er Claims (i.e., if the Browns do not accept the Plan and/or if they object to confirmation of the Plan), all Non-Insider 13% Claims and all Insider 13% Claims.

7. Class 7 (Claims of Leckrone, Alliacense and Interconnect Portfolio LLC, and Insider 13% Claims to the Extent Not Classified in Class 6C).

Class 7 includes 100% of the Leckrone Secured Claim (for purposes of the timing payment under this Plan only) and any general unsecured claim held by Leckrone plus the unsecured claims held by each and every one of his affiliates, related entities, and Entities under his control, but does not include the Leckrone Priority Claim. Class 7 also includes claims numbers 41 and 44 of Alliacense and Interconnect Portfolio LLC, respectively. Class 7 shall in no event be construed to include priority or non-priority wage claims.

Class 7 also includes the Insider 13% Claims to the extent that the Insider 13% Claims are not classified in Class 6C above (i.e., in the instance the Browns do not accept the Plan or if they object to confirmation of the Plan).

8. Class 8 (Interests).

Class 8 consists of all Interests.

II. TREATMENT OF UNCLASSIFIED CLAIMS

Unclassified Claims shall be treated as follows:

Administrative Claims – Non-Professional

Except to the extent that the holder of a particular Administrative Claim has agreed to deferral or other treatment of such Claim, each holder of an Allowed Administrative Claim shall be paid in cash, in full upon the later of: (a) the Effective Date; (b) if such Claim is initially a Disputed Claim, if and when it becomes an Allowed Administrative Claim; and (c) if such Claim is incurred after the Petition Date in the ordinary course of the Debtor's business, within such time as payment

1 is due pursuant to the terms giving rise to such Claim or as otherwise authorized by the Bankruptcy
2 Court.

3 Any request for allowance of an Administrative Claim, other than Professional Fee Claims
4 (discussed below), must be filed on or before the Administrative Claims Bar Date. If the holder of
5 an Administrative Claim does not file and serve a request for payment of such Claim on or before
6 the Administrative Claims Bar Date, the holder shall be forever barred from asserting such Claim or
7 receiving any payment on account of such Claim. Any objection to the allowance of an
8 Administrative Claim (excluding any Professional Fee Claims) shall be filed no later than the
9 Administrative Claims Objection Deadline. If no objection to the applicable Administrative Claim is
10 filed on or before that date, such Administrative Claim shall be deemed Allowed as of that date. The
11 foregoing is in full and final satisfaction of all Administrative Claims.

12 Except as otherwise provided in the Plan in the event that the Bankruptcy Case is converted
13 to Chapter 7, Allowed Administrative Claims, if any, of all of the Released Parties shall be
14 subordinated to Claims in Classes 1 through 6C such that payments on any such Allowed
15 Administrative Claims shall be deferred until payment of, or reservation in full of, Claims in Classes
16 1 through 6C.

17 **Administrative Claims - Professional Fee Claims.**

18 All final requests for payment of Professional Fee Claims must be filed with the Bankruptcy
19 Court and served on Reorganized Company, the Committee, the United States Trustee and other
20 parties as designated by the Bankruptcy Court or applicable rules no later than sixty (60) days after
21 the Effective Date. After notice and a hearing in accordance with the procedures established by the
22 Bankruptcy Code and prior orders of the Bankruptcy Court in the Bankruptcy Case, if any, the
23 Allowed Amounts of such Professional Fee Claims will be determined by the Bankruptcy Court and,
24 once Allowed pursuant to entry of an order by the Bankruptcy Court, will be promptly paid by the
25 Reorganized Company from the Administrative Claims Contribution. Objections to Professional
26 Fee Claims must be filed and served on the Reorganized Company and its counsel, if any, the
27 Committee and its counsel, and the requesting party no later than seven (7) days prior to the hearing
28 on the applications for compensation by the Professionals.

1 **Priority Tax Claims.**

2 Except to the extent that the holder of a particular Priority Tax Claim has agreed to a
3 different treatment of such Claim, each holder of an Allowed Priority Tax Claim shall be paid in
4 cash, in full upon the later of: (a) the Effective Date; and (b) if such Claim is initially a Disputed
5 Claim, if and when it becomes an Allowed Priority Tax Claim. The foregoing is in full and final
6 satisfaction of all Priority Tax Claims.

7 **III. TREATMENT OF CLAIMS NOT IMPAIRED UNDER THE PLAN**

8 Holders of Claims in Class 1 are not Impaired under the Plan and shall receive the treatment
9 under the Plan as described below:

10 **A. Class 1 (Priority Claims)**

11 Holders of Allowed Priority Claims in shall receive the following treatment under the Plan:
12 Except to the extent that the holder of a particular Allowed Priority Claim has agreed to a less
13 favorable treatment of such Claim, each holder of an Allowed Priority Claim shall be paid in cash, in
14 full upon the later of: (a) the Effective Date; or (b) if such Claim is initially a Disputed Claim, when
15 and if it becomes an Allowed Claim. The foregoing is in full and final satisfaction of all Class 1
16 Claims. To the extent the holder of an Allowed Priority Claim also holds an Allowed Claim in
17 excess of the amount of its Allowed Priority Claim, such excess shall be treated as an Unsecured
18 Claim in Class 6A.

19 **IV. TREATMENT OF CLASSES OF CLAIMS AND INTERESTS**
20 **THAT ARE IMPAIRED UNDER THE PLAN**

21 Holders of Claims in Class 2, Class 3, Class 4, Class 5, Class 6 and Class 7 and the holder of
22 Interests in Class 8 are Impaired under the Plan and shall be entitled to vote and shall receive the
23 treatment under the Plan as described below:

24 **A. Class 2 (CCC Claim)**

25 Pursuant to Section 1129(b)(2)(A)(i) of the Bankruptcy Code and the Cash Collateral Order,
26 CCC shall retain all valid and perfected liens, security interests and other encumbrances affecting
27 property of the Debtor or the Reorganized Company granted in favor of CCC prior to the Effective
28 Date, including those granted in the Cash Collateral Order, with respect to the CCC Claim to the

1 extent of the Allowed Secured Claim of CCC.

2 CCC shall receive on account of its Class 2 Allowed Secured Claim payment in full over
3 time with interest as follows: CCC shall receive 75% of the Quarterly Payment until the Allowed
4 Secured Claim of CCC is paid in full with 10% per annum simple interest. Payments shall
5 commence on the first day of the first calendar quarter after the Effective Date. The remaining
6 portion of the Quarterly Payment shall be deposited into the Claims Trust Account and reserved to
7 pay interest on the Allowed Class 4 Claim as set forth below and the Allowed Claims of Class 6A as
8 set forth below. CCC's lien shall remain on said funds until it has been paid in full. By voting in
9 favor of the Plan, CCC consents explicitly to the reservation and payment of the aforementioned
10 25% of the Quarterly Payment before it is paid in full.

11 Upon full treatment of the Allowed CCC Claim accorded in this Class 2, all liens, security
12 interests and other encumbrances affecting property of the Debtor or the Reorganized Company
13 granted in favor of CCC shall automatically be extinguished and terminated. The Reorganized
14 Company shall be authorized to prepare and file all documents as are necessary, including, but not
15 limited to, the filing of a UCC-3 Termination Statement.

16 The foregoing is in full and final satisfaction of all Class 2 Claims.

17 **B. Class 3.**

18 Unless otherwise provided by order of the Bankruptcy Court, pursuant to Section
19 1129(b)(2)(A)(i) of the Bankruptcy Code and the Cash Collateral Order, Leckrone shall retain all
20 valid and perfected liens, security interests and other encumbrances affecting property of the Debtor
21 or the Reorganized Company granted in favor of Leckrone prior to the Effective Date, including
22 those in granted under all Cash Collateral Orders. The Leckrone Secured Claim will be treated as a
23 Class 7 claim under this Plan for purposes of the timing of payment only. By voting in favor of the
24 Plan, Leckrone consents to the subordination of his payments and shall receive a release of all claims
25 and causes of action against the Leckrone Claim, including any claims to challenge the extent,
26 validity and priority, or to seek further subordination of such Claim. If the Bankruptcy Case is
27 converted to Chapter 7 after Confirmation, the aforementioned release of claims shall be undone
28 automatically, as shall any subordination of Claims or liens by Mr. Leckrone, without further order

1 of the Bankruptcy Court. The Chapter 7 trustee shall have the ability to pursue all claims against
2 Mr. Leckrone. Mr. Leckrone shall execute a tolling agreement to extend the two-year statute of
3 limitations of 11 U.S.C. section 546(a)(1) for the term of the Plan, such that a chapter 7 trustee will
4 have one year from the date of his or her appointment to file any Avoidance Actions against Mr.
5 Leckrone.

6 **C. Class 4 (Venkidu Claim).**

7 Unless otherwise provided by order of the Bankruptcy Court, pursuant to Section
8 1129(b)(2)(A)(i) of the Bankruptcy Code and the Cash Collateral Order, Venkidu shall retain all
9 valid and perfected liens, security interests and other encumbrances affecting property of the Debtor
10 or the Reorganized Company granted in favor of Venkidu prior to the Effective Date, including
11 those in granted in the Cash Collateral Order, with respect to the Venkidu Claim to the extent of the
12 Allowed Secured Claim of Venkidu.

13 Venkidu shall receive on account of his Class 4 Allowed Secured Claim payment in full over
14 time with interest as follows: (i) Venkidu shall receive payments of 7% simple interest on the
15 Allowed Class 4 Claim from 25% of the Quarterly Payment until payment in full of, or reservation
16 for, Allowed Claims in Class 2; and then (ii) Venkidu shall receive on account of his Class 4
17 Allowed Secured Claim, 75% of the Quarterly Payment until the Allowed Secured Venkidu Claim
18 has been paid in full together with 7% simple interest per annum.

19 By voting in favor of the Plan, Venkidu consents explicitly to the payment of the 25% of the
20 Quarterly Payment to general unsecured Creditors in Class 6A before he has been paid in full. As a
21 condition to voting in favor of the Plan, Venkidu shall receive a release of all claims against the
22 Venkidu Claim, including any claims to challenge the extent, validity and priority, or to seek
23 subordination of, such Claim. The foregoing is in full and final satisfaction of all Class 4 Claims.

24 **D. Class 5 (Administrative Convenience Claims).**

25 On the Effective Date, each holder of a Class 5 Allowed Administrative Convenience Claim
26 shall receive directly from the Reorganized Company a single cash payment in the amount its
27 Allowed Claim, not to exceed \$5,000.00, which payment shall be in full and final satisfaction of
28 each respective Class 5 Claim. If at the time Distributions are made to Class 5, a holder of a Class 5

1 Claim is a Disputed Claim, payment on the Claim shall be deferred until such time and to the extent
2 such Disputed Claim is Allowed.

3 **E. Class 6A (General Unsecured Claims, Together With 50% of Each of the**
4 **Accepting Non-Insider 13% Claims, 75% of Each of the Employee Compensation Claims and**
5 **25% of Each of the Insider Employee Compensation Claims).**

6 Holders of (i) Class 6A Accepting Non-Insider 13% Claims who provide releases to the
7 Released Parties (ii) Employee Incentive Compensation Claims and (iii) Subordinated Insider
8 Employee Incentive Compensation Claims who vote in favor of the Plan and do not object to
9 approval of the Plan shall be deemed to be Allowed Claims which are not subject to dispute with the
10 following exceptions notwithstanding these two claimants being Released Persons: (a) the difference
11 between the amount asserted in the Employee Incentive Compensation Claim of Robert Neilson
12 (Claim No. 4) and the amount scheduled in the Debtor's Schedules attributable to Robert Neilson
13 and (b) the difference between the amount asserted in the Employee Incentive Compensation Claim
14 of Mike Davis (Claim No. 35) and the amount scheduled in the Debtor's Schedules attributable to
15 Mike Davis. Claims of holders of Class 6A Accepting Non-Insider 13% Claims who do not provide
16 releases shall not be deemed to be Allowed Claims, but instead shall be deemed Disputed Claims,
17 subject to the outcome of the Brown Appeal

18 Employee Incentive Compensation Claims and Subordinated Employee Incentive
19 Compensation Claims of Claimants who do not vote in favor of the Plan or object to approval of the
20 Plan are subject to objection to the extent the holders of these Claims do not vote affirmatively in
21 favor of the Plan and/or object to the Plan. Confirmation of the Plan shall also constitute an
22 agreement by the Accepting Non-Insider 13% Claimants that any payment representing satisfaction
23 of any post-petition obligations of the Debtor or future obligations of the Reorganized Company
24 under the Assignment Agreements, to the extent that any such obligations still exist, shall be
25 deferred until such time as all Allowed Claims in Classes 1, 2, 4, 5, 6A, 6B, 6C and 7 have been paid
26 with interest.

27 Holders of Class 6A Allowed Claims shall receive payment in full over time as follows:
28 Holders of Allowed 6A Claims will receive quarterly *pro rata* payments of (i) the balance of the
25% of the Quarterly Payment after payment of, or reservation for, 7% simple interest on the

1 Allowed Class 4 Claim, until Allowed Claims in Classes 1, 2 and 5 have been paid, or reserved for,
2 in full; then (ii) 25% of the Quarterly Payment until Allowed Claims in classes 1, 2, 4, and 5 have
3 been paid, or reserved for, in full; and then (iii) 100% of the Quarterly Payment following the
4 payment in full of, or reservation for, the Allowed Claims in Class 1, Class 2, Class 4 and Class 5, in
5 accordance with the Plan. Holders of Class 6A Allowed Claims shall receive interest on their claims
6 from the Petition Date calculated at five percent *per annum* or such other rate as the Bankruptcy
7 Court may direct. The foregoing is in full and final satisfaction of all Class 6A Claims.

8
9 **F. Class 6B (25% of Each of the Accepting Non-Insider 13% Claims, 25% of Each
10 of the Employee Compensation Claims and 75% of Each of the Insider Employee
11 Compensation Claims).**

12 Claims in Class 6B are subordinated by the Plan to Claims in Class 6A.

13 Class 6B Accepting Non-Insider 13% who provide releases to the Released Persons, (ii)
14 Employee Incentive Compensation Claims and (iii) Subordinated Employee Incentive Compensation
15 Claims of claimants who vote in favor of the Plan and do not object to approval of the Plan shall be
16 deemed to be Allowed Claims which are not subject to dispute with the following exceptions: (a) the
17 difference between the amount asserted in the Employee Incentive Compensation Claim of Robert
18 Neilson and the amount scheduled in the Debtor's Schedules attributable to Robert Neilson and ()
19 the difference between the amount asserted in the Employee Incentive Compensation Claim of Mike
20 Davis and the amount scheduled in the Debtor's Schedules attributable to Mike Davis. Claims of
21 holders of Class 6A Accepting Non-Insider 13% Claims who do not provide releases shall not be
22 deemed to be Allowed Claims, but instead shall be deemed Disputed Claims, subject to the outcome
23 of the Brown Appeal.

24 Holders of Class 6B Allowed Claims shall receive payment in full over time as follows:
25 Holders of Allowed 6B Claims will receive quarterly *pro rata* payments of 100% of the Quarterly
26 Payment following the payment in full of, or reservation for, the Allowed Claims in Class 1, Class 2,
27 Class 4, Class 5 and Class 6A. Holders of Class 6B Allowed Claims shall receive interest on their
28 claims from the Petition Date calculated at five percent *per annum* or such other rate as the
Bankruptcy Court may direct. The foregoing is in full and final satisfaction of all Class 6B Claims.

1 **G. Class 6C (Either of (i) 25% of Each the Accepting Non-Insider 13% Claims or**
2 **(ii) 100% of the Non-Insider 13% Claims and 100% of the Insider 13% Claims).**

3 Claims in Class 6C are subordinated by the Plan to Claims in Classes 6A and 6B.

4 Class 6C Accepting Non-Insider 13% Claims who affirmatively vote to accept the plan and
5 do not object to confirmation of the Plan and who provide releases to the Released Parties shall be
6 deemed to be Allowed Claims which are not subject to dispute.

7 Subject to the following paragraph, Holders of Allowed Class 6C Accepting Non-Insider
8 13% Claims, if any, shall receive payment in full over time as follows: Holders of Accepting Non-
9 Insider 13% Claims, if any shall receive quarterly *pro rata* payments of 100% of the Quarterly
10 Payment following the payment in full of, or reservation for Disputed Claims, the Allowed Claims in
11 Class 1, Class 2, Class 4, Class 5, Class 6A and Class 6B in accordance. Holders of Allowed Class
12 6C Accepting Non-Insider 13% Claims shall receive interest on their claims from the Petition Date
13 calculated at five percent *per annum* or such other rate as the Bankruptcy Court may direct.

14 Alternatively in the instance that there are no Accepting Non-Insider 13%er Claims (i.e., if
15 the Browns do not accept the plan and/or object to approval of the plan), 100% of all Non-Insider
16 13% Claims and all Insider 13% Claims shall be classified in Class 6C and holders of Allowed Class
17 6C Claims shall receive payment of 20% of the Allowed Amount of their Claims over time as
18 follows: Holders of Allowed Claims in Class 6C shall receive quarterly *pro rata* payments of 100%
19 of the Quarterly Payment following the payment in full of, or reservation for Disputed Claims, the
20 Allowed Claims in Class 1, Class 2, Class 4, Class 5, Class 6A and Class 6B

21 The foregoing is in full and final satisfaction of all Class 6C Claims.

22 **H. Class 7 (Claims of Leckrone, Alliacense and Interconnect Portfolio LLC, and**
23 **Insider 13% Claims to the Extent Not Classified in Class 6C).**

24 Claims in Class 7 are subordinated by the Plan to all Claims, including without limitation,
25 unclassified Claims and the Claims of creditors in Classes 1, 2 and 4 through 6.

26 Holders of Class 7 Allowed Claims shall receive payment in full over time as follows:
27 Holders of Class 7 Claims shall, if they vote to accept the Plan, be deemed Allowed in an amount
28 equal to 100% of their Claims, and following the payment in full with interest of, or reservation for,
29 Allowed Claims in Class 1, Class 2, Class 4, Class 5, and Class 6, shall receive *pro rata*

1 Distributions of 100% of the Quarterly Payment, up to the full Allowed Amounts, together with
2 interest at five percent *per annum* or such other rate as the Bankruptcy Court may direct, in
3 accordance with the Plan.

4 If holders of Claims in Class 7 do not vote to accept the Plan, then each of Claims in Class 7
5 shall be deemed a Disputed Claim under the Plan and shall not receive Distributions under the Plan
6 until entry of a Final Order determining the Allowed Amount of each particular Insider 13% Claim.
7 The foregoing is in full and final satisfaction of all Class 7 Claims. Confirmation of the Plan shall
8 also constitute an agreement by the Insider 13% Claimants that any payment representing
9 satisfaction of any post-petition obligations of the Debtor or future obligations of the Reorganized
10 Company under the Assignment Agreements, to the extent that any such obligations still exist, shall
11 be deferred until such time as all Allowed Claims in Classes 1, 2, 4, 5, 6A, 6B, 6C and 7 have been
12 paid with interest.

13 **I. Class 8 (Interests).**

14 The Class 8 Interest holder shall retain his Interests in the Debtor. The Interest Holder shall,
15 upon the Effective Date, cede all rights to control the management and governance of the
16 Reorganized Company as an Interest holder, and such rights shall become vested in the CEO, subject
17 to the terms of the Plan. Once all unclassified Claims and the Allowed Claims of creditors in
18 Classes 1, 2, 4, 5, 6A, 6B and 6C are paid in full, all rights to control the management and
19 governance of the Reorganized Company will automatically revert to the holder of the Class 8
20 Interests, and the Committee and the TPL Board will immediately and automatically lose all
21 authority with respect to the Reorganized Company. The foregoing is in full and final satisfaction of
22 all Class 8 Interests.

23 **V. IMPAIRMENT OF CLASSES; VOTING OF CLAIMS**

24 Class 1 is unimpaired by the Plan and deemed to accept the Plan. Class 2, Class 3, Class 4,
25 Class 5, Classes 6A, 6B, and 6C, Class 7 and Class 8 are impaired by the Plan and are entitled to
26 vote on the Plan.

27 Each holder of an Allowed Claim in an Impaired Class of Claims shall be entitled to vote
28 separately to accept or reject the Plan. For purposes of calculating the number of Allowed Claims in

1 a Class that has voted to accept or reject the Plan under Section 1126(c) of the Bankruptcy Code, all
2 Allowed Claims in such Class held by one Person or Entity or its “affiliate” (as defined in the
3 Securities Act of 1933 and the rules and regulations promulgated with respect to such Act) shall be
4 aggregated and treated as one Allowed Claim in such Class; provided, however, that Claims
5 acquired by a Person or Entity from unrelated Entities shall not be aggregated for purposes of voting.

6 **VI. MEANS FOR EXECUTION OF THE PLAN**

7 **A. Business Operations and Expenses of the Reorganized Company.**

8 Under new management, the Reorganized Company will continue TPL’s existing
9 commercialization activities and specifically, continue to exercise and enforce TPL’s rights to
10 manage litigation relating to the various patent portfolios. PDS shall remain responsible for
11 monitoring licensing and settlements relating to the MMP Portfolio; provided, however, that nothing
12 herein shall change existing agreements among the Debtor, Patriot, PDS and Moore.

13 The Reorganized Company shall be permitted to establish the WCR in an amount determined
14 as necessary by the CEO with the advice and consent of the TPL Board, which shall be funded as set
15 forth in the definition of the Quarterly Payment. At any time in which the WCR is reduced from
16 \$500,000, the Reorganized Company may replenish the WCR up to \$500,000. The Reorganized
17 Company shall not withdraw any funds from the WCR and shall not replenish the WCR without first
18 consulting with and obtaining written approval from the TPL Board.

19 **B. New Management.**

20 The TPL Member shall have executed an amendment (the “Amendment”) to the TPL
21 Operating Agreement implementing the provisions of the Plan as set forth in this Article VII. In the
22 event of a difference between the terms of the Amendment and the Plan, the terms of the Plan will
23 control. To the extent not already completed, Venkidu will replace Leckrone as the CEO of TPL to
24 exercise the duties and responsibilities of a manager as specified in the TPL Operating Agreement
25 and Amendment to run the business operations of the Reorganized Company, including, but not
26 limited to, the commercialization of all portfolios, subject to the direction of the TPL Board
27 appointed by the Committee. The CEO shall not be entitled to privileged communications dated
28 prior to July 18, 2014, between the Debtor or the Reorganized Company and (1) Binder & Malter

1 LLP and (2) Dorsey & Whitney LLP, and shall not assert or waive any privilege belonging to the
2 Debtor or the Reorganized Company with respect to any such communications with Binder & Malter
3 LLP and/or Dorsey & Whitney LLP.

4 Leckrone shall retain the power and right to direct counsel to seek to modify the terms of the
5 Plan and the Disclosure Statement until voting on the Plan has been completed and to direct
6 Insurance Coverage Counsel, Ropers Majeski, Kohn Bentley P.C. as counsel for the litigation
7 against Brown, provided that such litigation is funded by insurance and shall not be at any cost to the
8 Estate or deplete funds of the Reorganized Company. In no event shall the TPL Member be able to
9 initiate, direct or prosecute any other litigation on behalf of the Reorganized Company or the
10 Bankruptcy Estate until Classes 1, 2, 4, 5, 6A, 6B and 6C have been paid in full.

11 On the Effective Date and pursuant to the Confirmation Order, the Committee shall appoint
12 the TPL Board of the Reorganized Company. The CEO shall be responsible for the management of
13 the Reorganized Company's business and affairs subject to the advice, consent and direction of the
14 TPL Board. Except for any matters relating to the prosecution of objections to the Committee
15 Claims, the TPL Board shall oversee the Plan Agent, including monitoring the expenditures of the
16 Plan Agent's and his or her professionals up an annual cap of \$75,000 unless increased by
17 agreement of the TPL Board and CEO including with respect to administering the Claims Trust
18 Account. The TPL Board shall be authorized and empowered to hire, supervise and, subject to the
19 Notice Procedure and the terms of the Plan, dismiss and replace the CEO without further Bankruptcy
20 Court approval. The TPL Board shall be authorized and required to fulfill TPL's obligations under
21 the PDS Operating Agreement together with TPL's representative on the PDS management
22 committee, as well as all existing commercialization and other agreements to which TPL is a party.

23 The TPL Board shall act as a fiduciary of the Reorganized Company and shall have the
24 power and responsibility to approve major company actions, disposing of major assets provided that
25 it complies with the procedures set forth in section VII.J. below and subject to consent of the TPL
26 Member as is otherwise required by the TPL Operating Agreement, Amendment and applicable
27 California law. In no event may the Reorganized Company, the CEO, or the TPL Board as a result
28 of the rights granted under this Plan take any out of the ordinary course of business action without

1 consent of the TPL Member that would otherwise require such approval under applicable State law
2 or the TPL Operating Agreement and Amendment. Any disputes between the Reorganized
3 Company and the TPL Member under this paragraph and Section VII. J. below shall be submitted to
4 the Bankruptcy Court for resolution upon notice of at least 28 days.

5 Other than as provided for in this Plan, the Reorganized Company shall not dispute Claims
6 that have been voluntarily subordinated. In the event a member of the TPL Board resigns or his/her
7 seat otherwise becomes vacant, the Committee shall, subject to the Notice Procedure, appoint a
8 replacement.

9 To the extent not already terminated, on the Effective Date, Leckrone shall be terminated as
10 manager and Chairman of TPL, as a member of the PDS Management Committee, and shall not
11 exercise any supervisory, managerial, officer or decision making role for TPL, until such time as
12 Allowed Claims in Classes 1, 2, 3, 4, 5 and 6 have been paid in full pursuant to the Plan. Subsequent
13 to payment of all Allowed Claims in Classes 1, 2, 3, 4, 5 and 6 in full with interest pursuant to the
14 Plan, Leckrone shall be automatically restored to any such roles as they existed prior to the Effective
15 Date.

16 The CEO, under the supervision of the TPL Board, shall have the duty and power to manage
17 the day-to-day operations of the Reorganized Company, including the commercialization of the
18 portfolios which the Debtor is obligated to commercialize. Among other things, the CEO, in
19 consultation with the TPL Board, and subject to the cap on WCR, shall be authorized to evaluate the
20 Reorganized Company's staffing needs, to retain, hire or contract with any employees, and
21 consultants she/he deems necessary in her/his business judgment; shall review and evaluate TPL's
22 books and records; shall ensure all expenditures are properly accounted for and are "ordinary and
23 necessary" pursuant to generally accepted accounting principles; and shall fulfill the obligations in
24 the commercialization agreements for the several portfolios which the Debtor is obligated to
25 commercialize. The CEO and the TPL Board shall be required to keep TPL books and records in
26 accordance with GAAP, maintain all corporate formalities and ensure the timely filing of all tax
27 returns.

28 After appointment of the CEO and the TPL Board, approval of settlements and licensing for

1 TPL is and shall be the responsibility of the CEO, subject to the advice, direction and consent of the
2 TPL Board.

3 The CEO shall confer with and obtain written approval from the TPL Board prior to pursuing
4 any new business endeavors and prior to selling, transferring or licensing any TPL assets. The CEO
5 shall also confer with and obtain TPL Board approval prior to pursuing and consummating any other
6 major company actions and any other actions for which the TPL Board, in its discretion, may require
7 approval provided that the Reorganized Company complies with the procedures set forth in section
8 VII.J. below.

9 In the event of any deadlock in voting between TPL Board members, the vote shall be
10 referred to and resolved by vote of the Committee.

11 On, or as soon as practicable after, the Effective Date, the Reorganized Company shall
12 obtain, subject to the cap on WCR, liability insurance to provide comprehensive insurance coverage
13 for losses of or advancement of defense costs to the CEO, the TPL Board and to the extent
14 permissible under applicable law, the Committee related to any legal action brought against such
15 Entities and Persons in their capacity as directors and officers.

16 The CEO and the TPL Board shall remain in place and in control of the Reorganized
17 Company, with all of the rights and powers provided to them under the Plan, until such time as
18 Allowed Claims in Classes 1, 2, 3, 4, 5 and 6 are paid in full with interest under the Plan. After such
19 payment occurs, the Committee shall be immediately dissolved and all members of the Committee
20 on the TPL Board shall be deemed to have resigned therefrom without further order or notice.

21 **C. Plan Agent.**

22 On or before the Effective Date, the Committee shall appoint the Plan Agent. The Plan
23 Agent shall manage the Claims Trust Account. The Plan Agent shall act as the Disbursing Agent
24 responsible for disbursing Distributions to the holders of Allowed Claims pursuant to the terms of
25 the Plan.

26 The Plan Agent shall investigate and, if appropriate in her/his business judgment, object to
27 the Committee Claims. The Plan Agent shall act independently (i.e., without direction from the TPL
28 Board or the Committee) in investigating and objecting to the Committee Claims. Other than the

1 Debtor or the Reorganized Company whose rights to file objections to the Committee Claims are
2 expressly preserved, the Plan Agent shall have exclusive authority to investigate and if appropriate
3 file objections to all creditor Claims.

4 The Reorganized Company shall, in consultation with and after obtaining written approval
5 from the TPL Board, pay reasonable compensation to the Plan Agent and his or her professionals not
6 to exceed \$75,000 per year, subject to increase as provided for in the Plan.

7 **D. Creditors' Committee.**

8 The Committee shall remain in existence following the Effective Date and shall have the
9 duties and responsibilities set forth in the Plan.

10 **E. Distributions To Creditors.**

11 **1. Establishment of Claims Trust Account.**

12 On or before the Effective Date, the Reorganized Company shall establish a separate,
13 segregated bank account for the benefit of holders of Allowed Claims, which shall be the Claims
14 Trust Account. The Reorganized Company shall fund the Claims Trust Account with amounts
15 adequate to make all payments due on the Effective Date.

16 **2. Funding of Claims Trust Account.**

17 No later than three Business Days after the close of each full calendar quarter following the
18 Effective Date, the Reorganized Company shall deposit the portion of the Quarterly Payment for
19 which it is responsible into the Claims Trust Account; provided, however, that in any quarter in
20 which the deposit of the Quarterly Payment to the Claims Trust Account would, in the Reorganized
21 Company's reasonable opinion, result in a reduction of the WCR, then, following consultation with
22 and receipt of written approval of the TPL Board as to such said reduction, the Quarterly Payment
23 for that quarter shall be reduced accordingly. Such reduction shall not constitute a default under the
24 Plan; provided, however, that the Reorganized Company has deposited the aggregate of at least 20%
25 of Adjusted Gross Revenue during each calendar quarter. The Disbursing Agent shall distribute
26 from the Claims Trust Account the sums specified on the Quarterly Distribution Report on the
27 Distribution dates specified in the Plan.

28 Distribution of proceeds, if any, received from portfolios other than the MMP Portfolio,

1 CORE Flash Portfolio, Fast Logic Portfolio and Chipscale Portfolio, shall be subject to the
2 commercialization agreements and inventor agreements applicable to such portfolio, and shall be
3 distributed in accordance with the schedule on **Exhibit “C”** attached hereto. TPL shall retain 80%
4 of net proceeds received from such other portfolios; provided that doing so does not breach of any
5 agreement with respect to such portfolio.

6 **3. Quarterly Distribution Report.**

7 No later than five Business Days after the close of each full calendar quarter following the
8 Effective Date, the Reorganized Company shall deliver the Quarterly Distribution Report to the TPL
9 Board and the Plan Agent and any creditor who has requested a copy of such Quarterly Distribution
10 Report. The Plan Agent, in its capacity as Disbursing Agent, shall make Distributions from the
11 Claims Trust Account in the sums and to the addresses specified on the Quarterly Distribution
12 Report.

13 **4. Timing of Distributions.**

14 Except as otherwise provided in the Plan, the Disbursing Agent shall pay all Class 1 and
15 Class 5 Allowed Claims on the Effective Date, or as otherwise agreed by a particular Class 1 or
16 Class 5 creditor with the Reorganized Company. Failure to pay any Allowed Claim in Class 1 or
17 Class 5 as required under the Plan shall constitute a Plan default unless the Disbursing Agent pays
18 the amount due on account of such Allowed Claim as required under the Plan within thirty days of
19 the Effective Date, unless otherwise agreed by a particular Class 1 or Class 5 creditor with the
20 Reorganized Company.

21 Except as otherwise provided in the Plan, the Disbursing Agent shall make Distributions of
22 the Quarterly Payment from the Claims Trust Account no later than the tenth Business Day
23 following the end of each calendar quarter, in the sums specified in the Quarterly Distribution
24 Report.

25 The Reorganized Company shall continue to operate and the Disbursing Agent shall pay
26 Allowed Claims in Classes 6 and 7 in full with interest, according to the terms of the Plan for a
27 period of seven years after the Effective Date, or, after consultation with and obtaining written
28 approval from the TPL Board, an additional period of time not to exceed six months; provided,

1 however, that such period may be extended further by order by the Bankruptcy Court.

2 **5. Distribution Addresses; Undeliverable Distributions.**

3 Unless a Creditor has provided the Reorganized Company with written notice of a different
4 address, Distributions shall be sent to Creditors at the address set forth in the proofs of Claim filed
5 with the Claims Agent. If no proof of Claim is filed with respect to a particular Claim, the
6 Distribution shall be mailed to the address set forth in the Schedules filed by the Debtor. If any
7 Creditor's Distribution is returned as undeliverable, no further Distributions to such Creditor shall be
8 made unless and until the Reorganized Company is notified of such Creditor's then current address,
9 at which time all required Distributions shall be made to such Creditor; provided however that the
10 Disbursing Agent shall make reasonable efforts to locate any Creditor whose distribution is returned
11 as undeliverable . Undeliverable Distributions shall be held by the Disbursing Agent until such
12 Distributions are claimed; provided, however, that all claims for undeliverable Distributions must be
13 made within ninety (90) days following a Distribution. After such date, all unclaimed Distributions
14 will revert to the Reorganized Company and deposited into the Claims Trust Account, and the Claim
15 of any Creditor or successor to such Creditor with respect to such Distribution shall be discharged
16 and forever barred notwithstanding any federal or state escheat laws to the contrary.

17 **6. Withholding Taxes.**

18 Pursuant to Section 346(h) of the Bankruptcy Code, the Disbursing Agent shall deduct any
19 federal, state or local withholding taxes from any Distributions made with respect to Allowed
20 Claims, as appropriate. The Disbursing Agent shall be permitted to withhold a Distribution to any
21 Creditor who has not provided information requested by the Disbursing Agent for the purpose of
22 fulfilling its obligations hereunder. The Disbursing Agent shall comply with all reporting
23 obligations imposed on it by any governmental unit with respect to withholding and related taxes.

24 **7. Fractional Amounts.**

25 Notwithstanding anything contained herein to the contrary, the Reorganized Company shall
26 not be required to make Distributions of fractions of dollars. Whenever any payment of a fraction of
27 a dollar under the Plan would otherwise be called for, the actual payment shall reflect a rounding of
28 such fraction to the nearest whole dollar (up or down), with half dollars being rounded down.

1 **8. De Minimis Distributions.**

2 Notwithstanding any other provision of the Plan, Distributions of less than \$50.00 need not
3 be made on account of any Allowed Claim; provided, however, that Distributions that would
4 otherwise be made but for this provision shall carry over to the next Distribution Date until the
5 cumulative amount to which any holder of an Allowed Claim is entitled to is more than \$50.00, at
6 which time the cumulative amount of such Distributions will be paid to such holder.

7 **9. Time Bar to Cash Payments.**

8 Checks issued on account of Allowed Claims shall be null and void if not negotiated within
9 ninety (90) days from the date of issuance thereof. Requests for re-issuance of any check shall be
10 made directly to the Reorganized Company by the holder of the Allowed Claim to whom such check
11 was originally issued. Any request for re-issuance in respect of such voided check shall be made on
12 or before ninety (90) days after the date of the issuance of such check. After such date, all Claims
13 with respect to any voided checks shall be discharged and forever barred, and such funds shall revert
14 to the Reorganized Company and deposited into the Claims Trust Account.

15 **10. Modification of Payment Terms.**

16 At any time after the Effective Date, (a) the Reorganized Company may modify the treatment
17 of any Class of Allowed Claims in a manner that is more favorable than provided by the Plan (e.g.,
18 the Reorganized Company may make more frequent payments to a Class or pay or cause to be paid
19 all Classes sooner than contemplated by the Plan), provided that such treatment does not adversely
20 impact any subordinate class or the ability of the Reorganized Company to perform its obligations
21 under the Plan; and (b) the Reorganized Company may modify the treatment of any Allowed Claim
22 in any manner adverse to the holder of such Claim with the prior written consent of the holder whose
23 Allowed Claim is being adversely affected; provided, however, that any such modification shall be
24 approved in writing by the affected claimant and the Reorganized Company.

25 **F. Articles of Organization/Operating Agreement.**

26 After the Effective Date, the Reorganized Company, in consultation with the TPL Board,
27 may amend and restate TPL's operating agreement as permitted by applicable law and in accordance
28 with the terms of the Plan without further Bankruptcy Court approval, including, among other things

1 and if required, amending such articles and operating agreement as of the Effective Date to comply
2 with the requirements of Section 1123(a)(6) of the Bankruptcy Code which requires the inclusion in
3 the Reorganized Company's charter a prohibition of the issuance of non-voting securities and
4 requires, among other things, the distribution of voting power equitably among the classes of voting
5 securities.

6 **G. Authority Of Reorganized Company.**

7 On and after the Effective Date, the CEO shall be appointed Estate representative pursuant to
8 the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules. Except as otherwise
9 provided by the Plan, the Reorganized Company, by and through its CEO and any designee(s) in
10 consultation with and after obtaining written approval from the TPL Board and the Committee as
11 applicable, shall be responsible for and have authority to: (a) settle, resolve and object to Claims; (b)
12 commence suit on the Retained Claims or refer any Retained Claims to the Plan Agent; (c) pay all
13 fees due under 28 U.S.C. § 1930; (d) file any post-Confirmation reports required by the Plan or the
14 Bankruptcy Court; (e) retain, employ and utilize such Professionals as may be necessary without
15 further approval of the Bankruptcy Court; (f) sell or dispose of assets; (g) abandon property of the
16 Estate that is determined to be burdensome or of inconsequential value; (h) do all things necessary
17 and appropriate to fulfill the duties and obligations of the Reorganized Company under the Plan and
18 to fully administer the Bankruptcy Estate as required by the Plan, the Order of Confirmation, the
19 Bankruptcy Code and the Bankruptcy Rules; and (i) move for the entry of a Final Decree and
20 prepare and file any pleadings as may be required by the Bankruptcy Court in connection with the
21 Final Decree and the closing of the Bankruptcy Case.

22 In addition, on the Effective Date, the Reorganized Company shall be substituted as
23 successor to the Debtor and its Estate in all actions, contested matters and adversary proceedings
24 pending or thereafter commenced in the Bankruptcy Court with respect to Disputed Claims. The
25 Reorganized Company shall have no obligation to pursue any affirmative claims on behalf of the
26 Debtor or its Estate other than the Brown Appeal and any resulting trial, and any such claims may be
27 abandoned or waived at the discretion of the Reorganized Company subject to the approval of the
28 TPL Board if required other than the Brown Appeal; provided that if Browns sign the Release, the

1 Brown Appeal will be dismissed.

2 **H. Responsible Person.**

3 From and after the Effective Date, the CEO shall be the Responsible Person for the
4 Reorganized Company and shall be fully empowered to execute all documents, agreements and
5 instruments implementing the Plan without further order of the Bankruptcy Court or further action
6 by the managers or member(s) of the Reorganized Company, subject to the terms of the Plan and any
7 other requirements for TPL Board approval as required by the TPL Board. Any such document,
8 agreement or instrument executed and delivered by the Responsible Person shall be conclusively
9 deemed duly executed by the Reorganized Company without need for further corporate action or
10 order of the Bankruptcy Court. After the Effective Date, the Responsible Person shall be entitled to
11 act as the Estate representative for purposes of implementing and administering the Plan without
12 need for further corporate action or order of the Bankruptcy Court.

13 The Reorganized Company shall, in consultation with and after obtaining written approval
14 from the TPL Board, pay reasonable compensation to the CEO subject to the cap on WCR.

15 **I. Disbursing Agent.**

16 The Disbursing Agent for all Distributions shall be the Plan Agent. The Reorganized
17 Company, in consultation with and after written approval from the TPL Board, may relieve the Plan
18 Agent from its responsibilities as the Disbursing Agent and may appoint a successor Disbursing
19 Agent at any time upon providing fifteen (15) days' notice to the Notice Parties pursuant to the
20 Notice Procedure. In the absence of a timely objection by a Notice Party to the proposed Disbursing
21 Agent within such fifteen (15) day period, the Reorganized Company may proceed with the
22 appointment of the proposed Disbursing Agent. Any timely objection to the appointment of a
23 Disbursing Agent shall be set for hearing before the Bankruptcy Court on no less than twenty-one
24 (21) days' notice to the Notice Parties. Any successor Disbursing Agent shall be entitled to receive
25 reasonable compensation. Unless otherwise ordered by the Bankruptcy Court, the Disbursing Agent
26 shall serve without a guaranty or fiduciary bond.

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1 **J. Taxes.**

2 The Reorganized Company shall file or cause to be filed in a timely manner any and all tax
3 returns and pay in a timely manner any and all taxes (including, but not limited to, income, payroll,
4 property and business) arising out of the operations of the Debtor and/or the Reorganized Company
5 except with respect to distributions made by the Reorganized Company to the Member. Except with
6 respect to taxes assessed against Leckrone as TPL's Member for pre-petition activity by TPL which
7 are unrelated to any action taken by TPL as the Debtor, the Reorganized Company shall pay as and
8 when due all taxes attributable to any action taken by TPL as the Debtor or the Reorganized
9 Company which are attributed to or assessed against the TPL Member including, but not limited to,
10 taxes arising from out of the ordinary course of business sales of assets, changes in entity form,
11 amendments of prior tax returns and/or the recharacterization of transactions and shall indemnify
12 and hold the TPL Member harmless with respect thereto. The Reorganized Company shall not be
13 liable for taxes assessed against Leckrone as TPL's Member for pre-petition activity by TPL which
14 are unrelated to any action taken by the Reorganized Company, the TPL Board, the CEO, the
15 Committee or the Plan Agent. Leckrone shall be responsible for such taxes that and shall indemnify
16 and hold harmless the Reorganized Company with respect thereto. The Reorganized Company shall,
17 prior to taking any action that may result in any such tax liability, supply the TPL Member with an
18 analysis of the anticipated tax effect of any such action as well as the ability of the Reorganized
19 Company to pay the tax liability as and when due.
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21
22

23 The TPL Member shall notify the Reorganized Company within two business days of the
24 delivery of the analysis if there is any disagreement on the amount of taxes or ability of the
25 Reorganized Company to pay them as and when due. In the event of a timely notification, the
26 Reorganized Company may set a hearing in the Court on no less than three (3) days' notice. An,
27 order of the Bankruptcy Court shall be required prior to the Reorganized Company taking the
28

1 proposed action unless the tax liability in question is less than \$15,000 and funded by the
2 Reorganized Company in advance. Each of the Reorganized Company or TPL and Leckrone or the
3 TPL member shall submit its position in writing to the Court on or before the hearing date, and the
4 foregoing persons and entities agree to an accelerated hearing upon three ~~seven~~ days' notice subject
5 to the Court's availability.
6

7 **K. Employee Benefit Plans.**

8 All Benefit Plans in effect as of the Effective Date shall be continued by the Reorganized
9 Company, subject to the rights of the Reorganized Company to modify its employee Benefit Plans
10 from time to time pursuant to applicable non-bankruptcy law. Any obligations of the Debtor to
11 indemnify any Person serving as a fiduciary of any Benefit Plan of the Debtor, under charter, by-
12 laws, contract or applicable state law is deemed to be an executory contract and assumed as of the
13 Confirmation Date (but subject to the occurrence of the Effective Date) and binding on the
14 Reorganized Company. For the avoidance of doubt, Benefit Plans do not include any Insider
15 Employee Compensation Contracts or any provisions thereunder for incentive compensation or
16 otherwise.

17 **L. Further Orders.**

18 Upon motion by the Reorganized Company, the Bankruptcy Court may enter such other and
19 further orders as may be necessary or appropriate to facilitate consummation of the Plan.

20 **M. Post-Confirmation Employment of Personnel.**

21 The Committee, the Reorganized Company and Plan Agent (the latter subject to an annual
22 cap of \$75,000 (subject to increase pursuant to the Plan)) may employ or contract with Persons and
23 other Entities to perform, or advise and assist them in the performance of, their respective
24 obligations under the Plan subject to the cap on WCR. The Reorganized Company, in consultation
25 with and after written approval from the TPL Board, may, but is not required to, continue to employ
26 the Debtor's Professionals for the purposes for which they were employed before the Confirmation
27 Date, and for such additional purposes as the Reorganized Company may request, and the
28 Reorganized Company, in consultation with and after obtaining written approval from the TPL

Board, may employ such other Professionals as may be necessary to perform its responsibilities under the Plan.

N. Post-Confirmation Compensation and Reimbursement of Professionals.

Any Professionals employed by the Reorganized Company, the Committee, or the Plan Agent (the latter subject to the annual cap of \$75,000 and subject to CEO and TPL Board approval) after the Confirmation Date shall be entitled to payment of their reasonable post-Confirmation Date fees and reimbursement of expenses on a monthly basis, subject to the cap on WCR and subject to the following:

Until the Bankruptcy Case is closed, each party requesting payment of such compensation shall serve a detailed statement of requested fees and expenses on the Notice Parties.

Any Notice Party or other party in interest may object to any portion of the requested fees and expenses. Any objection to the payment of fees or reimbursement of expenses shall be in writing (and sufficiently detailed to allow the party whose compensation is subject to the objection an opportunity to respond, and ultimately to allow the Bankruptcy Court to rule on such objection) and served on the Notice Parties and the party whose compensation is subject to the objection. Such an objection must be served within fifteen (15) days after service of the detailed statement.

If there is no objection to a party's requested fees and expenses within such fifteen (15) day period, the Reorganized Company shall promptly pay the requested amount in full. If an objection to a portion of the fees or expenses requested is timely served, the Reorganized Company shall promptly pay the undisputed portion of such fees and expenses.

To the extent that an objection is timely served, the Responsible Person shall reserve monies in the amount of the disputed fees and expenses pending resolution of said objection.

Any objection to a request shall be resolved by either: (a) written agreement between the party requesting such fees and expenses and the objecting party; or (b) resolution of the disputed amount by the Bankruptcy Court pursuant to a Final Order. Resolution by the Bankruptcy Court shall be requested by motion filed and served on the Notice Parties in accordance with the Bankruptcy Rules and the Local Rules on not less than twenty-one (21) days' notice. Such motion may be filed by either the requesting party or the objecting party. Any opposition to the motion shall

1 be filed and served no later than seven (7) days prior to the hearing.

2 Professionals employed by the Reorganized Company, the Committee or the Plan Agent
3 shall not otherwise be required to file applications for Bankruptcy Court approval of post-
4 Confirmation fees and expenses.

5 Following the closing of the Bankruptcy Case, the Professionals of the Reorganized
6 Company, the Committee and the Plan Agent shall be entitled to payment in the ordinary course
7 upon the submission of an invoice to the Reorganized Company and subject to written approval by
8 the Committee; provided, however, that any disputes with respect thereto shall be resolved by the
9 Bankruptcy Court upon reopening the Bankruptcy Case.

10 **O. Notice Procedure.**

11 Whenever the Plan requires a Person to provide notice pursuant to the Notice Procedure,
12 such Person seeking the particular relief shall be required to serve a written notice on the Notice
13 Parties. Such Person shall be authorized to take the action proposed to be taken in such notice upon
14 the expiration of the period specified in the Plan for such notice unless, before the expiration of the
15 specified notice period, a recipient Notice Party, or a party in interest, has filed an objection to such
16 proposed action with the Bankruptcy Court and scheduled a hearing on such objection within thirty
17 (30) days after the filing of such objection and upon not less than twenty-one (21) days' notice to all
18 Notice Parties. If any such objection is filed, the Person seeking the particular relief shall not take
19 the proposed action unless the Bankruptcy Court approves such action or the objecting party
20 withdraws the objection. Service by electronic filing pursuant to Local Rule 9013-3 shall be
21 adequate for all notices and other pleadings filed with the Bankruptcy Court.

22 **P. Post-Confirmation Fees, Reports, and Final Decree.**

23 **1. U.S. Trustee Fees.**

24 Not later than thirty (30) days after the end of each calendar quarter that ends after the
25 Effective Date (including any portion thereof), the Reorganized Company shall pay to the United
26 States Trustee, pursuant to 28 U.S.C. § 1930(a)(6), the quarterly fee for such quarter plus any
27 applicable interest until the Bankruptcy Case is converted or dismissed, or the Bankruptcy Court
28 enters the Final Decree.

1 **2. Post-Confirmation Reports.**

2 Not later than thirty (30) days after the end of each calendar quarter which ends after the
3 Effective Date, the Reorganized Company shall file a quarterly post-Confirmation status report in
4 substantially the form provided by the United States Trustee and serve a copy of said report on the
5 Committee. Further reports shall be filed thirty (30) days after the end of each calendar quarter
6 thereafter until the entry of the Final Decree, unless otherwise ordered by the Bankruptcy Court.

7 Failure to timely file the required reports may constitute a ground for the bringing of a
8 motion to convert or dismiss the Bankruptcy Case, whichever is in the best interest of the creditors
9 and the Estate, pursuant to Section 1112(b) of the Bankruptcy Code.

10 **Q. Final Decree.**

11 At such time as all motions, contested matters and adversary proceedings have been finally
12 resolved and the Bankruptcy Case is in a condition to be closed, the Reorganized Company shall file
13 an application for the entry of a Final Decree to close the Bankruptcy Case pursuant to Section 350
14 of the Bankruptcy Code and Rule 3022 of the Bankruptcy Rules. Entry of a Final Decree may be
15 sought by the Reorganized Company notwithstanding that all payments required by the Plan have
16 not been completed, provided, however, that the Bankruptcy Case is determined by the Bankruptcy
17 Court to be fully administered; provided further, that the Bankruptcy Court retains jurisdiction to
18 hear all matters involving the further administration of the Plan until all holders of Allowed Claims
19 have been paid in full or as otherwise agreed to or provided for under the Plan. The Reorganized
20 Company shall serve the application for entry of a Final Decree on the Notice Parties. Pursuant to
21 Local Rule, such application shall be considered by the Bankruptcy Court without a hearing unless
22 within fourteen (14) days after the date of service of the notice, a party in interest files and serves a
23 request for hearing.

24 **VII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

25 **A. Assumption of Executory Contracts and Unexpired Leases**

26 Each of the following executory contracts shall be assumed by the Reorganized Company on
27 the Effective Date to the extent each such contract is executory in nature, and Confirmation of the
28 Plan shall effect such assumption: (1) the TPL/Moore/PTSC/PDS agreement dated January 23, 2013;

1 (2) all agreements related to the MMP Portfolio to which TPL is a party, based on the resolution of
2 all controversies existing between (i) PDS, TPL and Patriot and (ii) Alliacense, PDS and Agility
3 have been resolved; (3) the IP Owners Commercialization Agreements, subject to the agreement of
4 the IP Owners other than PDS to modify the IP Owners Commercialization Agreements to conform
5 with the provisions of this Plan and the waterfall distribution set forth in **Exhibit “C”** hereto and to
6 defer payment of all cure amounts, if any, to after all Allowed Claims have been paid in Classes 1, 3,
7 4, 5, 6A, 6B and 6C have been paid in full and as further set forth in the following four paragraphs;
8 (4) the Alliacense Services Agreement, as amended by that certain Amended Alliacense Services
9 and Novation Agreement dated July 23, 2014, subject to the agreement of Alliacense to defer
10 payment of all cure amounts, if any, to after all Allowed Claims have been paid in Classes 1, 3, 4, 5,
11 6A, 6B and 6C have been paid in full; (5) agreements between TPL and Thunderbird; and (6) the
12 Debtor’s Insurance Policies.

13
14 The MCM Commercialization Agreement shall be modified as follows: as a condition
15 of assumption, TPL shall, at the Effective Date, reconvey all right, title and interest in the CORE
16 Flash portfolio on account of its license back to MCM. TPL will continue to commercialize and
17 negotiate licenses of CORE Flash patents and technology without change. It will earn precisely the
18 same revenue it does under the current arrangement. MCM shall execute license agreements at the
19 direction of TPL, and MCM will have no discretion to refuse to do so.

20
21 The reassignment of the CORE Flash Portfolio is conditioned upon MCM’s subordination of
22 any claims for cure to all Unclassified Claims and Allowed Claims in Classes 1-6C herein without
23 regard to whether the Bankruptcy Case remains in Chapter 11 or is converted to Chapter 7.

24 The TPL-HSM Commercialization Agreement shall be modified as follows: as a condition of
25 assumption, TPL shall, at the Effective Date, reconvey all right, title and interest in the Fast Logic
26 portfolio on account of its license back to HSM. TPL will continue to commercialize and negotiate
27 licenses of Fast Logic patents and technology without change. It will earn precisely the same
28

1 revenue it does under the current arrangement. HSM shall execute license agreements at the
2 direction of TPL, and HSM will have no discretion to refuse to do so.

3
4 The reassignment of the Fast Logic Flash Portfolio is conditioned upon MCM's
5 subordination of any claims for cure to all Unclassified Claims and Allowed Claims in Classes 1-6C
6 herein without regard to whether the Bankruptcy Case remains in Chapter 11 or is converted to
7 Chapter 7.

8 All executory contracts assumed prior to Confirmation or pursuant to the Plan and not
9 otherwise rejected pursuant to the Plan, shall remain in full force and effect, be unimpaired by the
10 Plan except as specifically modified by the Plan and the Confirmation Order, and be binding on the
11 parties thereto.
12

13 **B. Defaults.**

14 Unless other treatment is agreed to between the parties to each assumed contract or lease, if
15 there has been a default in an assumed executory contract or unexpired lease other than the kind
16 specified in Section 365(b)(2) of the Bankruptcy Code, the Debtor or the Reorganized Company, as
17 applicable, shall, on or before the Effective Date: (a) cure, or provide adequate assurance that it will
18 promptly cure, any such default; (b) compensate, or provide adequate assurance that it will promptly
19 compensate, the other party to such contract or lease, for any actual pecuniary loss to such party
20 resulting from such default; and (c) provide adequate assurance of future performance under such
21 contract or lease.

22 **C. Rejection of Executory Contracts and Unexpired Leases.**

23 Without admitting the validity of any other executory contracts and unexpired leases, the
24 following executory contracts and unexpired leases of the Debtor are hereby rejected by the Debtor
25 as of the Effective Date, and Confirmation of the Plan shall be deemed to constitute Bankruptcy
26 Court approval of such rejection: (a) TPL's Service Agreement with Semiconductor Insights and (b)
27 the Employee Compensation Contracts.
28

///

1 **D. Rejection Claims**

2 The holder of a Rejection Claim shall file with the Bankruptcy Court, and serve on counsel
3 for the Reorganized Company, a proof of Claim relative to such Rejection Claim on or before the
4 Rejection Claims Bar Date or be forever barred from asserting any such Claim or receiving any
5 payment or other Distribution on account of such Claim. With respect to any Rejection Claim that is
6 timely filed after Confirmation, the holder of such Rejection Claim may elect treatment in Class 5 of
7 the Plan by filing such election with the Bankruptcy Court with service on the Reorganized
8 Company and its counsel at the addresses in the caption of the Plan no later than the Rejection
9 Claims Bar Date, unless such date is extended by written agreement of the Reorganized Company.

10 **E. Adding and Removing Executory Contracts and Unexpired Leases**

11 The provisions of this Article VIII may be amended, with appropriate notice to those parties
12 in interest directly affected, at any time prior to the conclusion of the hearing on Confirmation of the
13 Plan, to add or remove executory contracts and unexpired leases to be assumed, assumed and
14 assigned, or rejected pursuant to the Plan; provided, however, that no such amendments shall in any
15 way impact the Licenses or Licensees' rights or defenses thereunder, which shall be fully preserved
16 in all respects, as set forth in this Plan.

17 **F. Excluded Contracts**

18 The Reorganized Company shall retain the right to reject any Excluded Contracts, but not
19 any Licenses or related commercialization agreements, prior to the Confirmation Hearing.
20 Following written notice to the affected party, the Reorganized Company may reject any Excluded
21 Contracts without further order of the Bankruptcy Court (with the affected party to the Excluded
22 Contract having 30 days after notice of rejection to file a Rejection Claim, if any).

23 Excluded Contracts which have not previously and expressly been assumed or rejected by
24 TPL by final Order of the Court are deemed under such circumstances to have "passed through" the
25 bankruptcy and will remain in effect without modification, unless subsequently rejected in
26 accordance with this Section.

27 **FOR THE AVOIDANCE OF DOUBT, THE LICENSES ARE DEEMED TO NOT BE**
28 **EXECUTORY CONTRACTS AND ARE THEREFORE NOT SUSCEPTIBLE TO**
REJECTION BY THE REORGANIZED COMPANY AND ARE DEEMED TO HAVE

1 **“RIDDEN THROUGH” THE BANKRUPTCY WITHOUT PREJUDICE OR ADVERSE**
2 **EFFECTS OF ANY KIND IN ACCORDANCE WITH ARTICLE XVI OF THE**
3 **PLAN. EACH LICENSEE SHALL HAVE THE SAME UNIMPAIRED RIGHTS, CLAIMS,**
4 **INCLUDING OFFSETTING OR RECOUPMENT CLAIMS, INTERESTS, AND DEFENSES,**
5 **AS SUCH PARTY WOULD HAVE HAD THERE BEEN NO BANKRUPTCY CASE OR**
6 **PLAN. NOTWITHSTANDING ANY PROVISION OF THE PLAN OR CONFIRMATION**
7 **ORDER, APPLICABLE LAW SHALL DETERMINE WHETHER AND TO WHAT**
8 **EXTENT ANY LICENSEE’S PROOF OF CLAIM MAY BE AMENDED.**
9 **PROOFS OF**
10 **CLAIM; OBJECTIONS**

11 **A. Time for Filing Proofs of Claim.**

12 The applicable Claims Bar Date for most pre-petition Claims was July 23, 2013, and for
13 governmental units was September 16, 2013.

14 **B. Ownership and Transfers of Claims.**

15 For purposes of any Distribution under the Plan, the Reorganized Company shall not have
16 any obligation to recognize any transfer of Claims occurring thirty (30) days or more after the
17 Effective Date. The Reorganized Company, the Disbursing Agent, the Plan Agent, the CEO, the
18 Committee, and their Professionals (as applicable) shall be entitled to recognize and deal for all
19 purposes with only those claimholders of record stated on the claims docket maintained by the
20 Bankruptcy Court, and if none, on the Debtor’s Schedules.

21 **ANY PARTY WHO ACQUIRES A CLAIM AGAINST THE REORGANIZED**
22 **COMPANY THIRTY (30) CALENDAR DAYS OR MORE AFTER THE EFFECTIVE DATE**
23 **MUST ARRANGE WITH THE TRANSFEROR UPON ACQUISITION OF THE CLAIM,**
24 **TO RECEIVE DISTRIBUTIONS TO WHICH THE TRANSFEREE MAY BE ENTITLED.**
25 **NONE OF THE REORGANIZED COMPANY, THE DISBURSING AGENT, OR THE**
26 **COMMITTEE SHALL BE REQUIRED TO TRACK CHANGES IN OWNERSHIP OF**
27 **CLAIMS THIRTY (30) CALENDAR DAYS OR MORE AFTER THE EFFECTIVE DATE.**

28 **C. Amendments to Claims.**

Except as provided by the Plan or as otherwise permitted by the Bankruptcy Court, the
Bankruptcy Rules or applicable law, proofs of Claim may not be amended later than the applicable
Claims Bar Date except for amendments to proofs of Claim to decrease the amount or priority
thereof; provided, however, that the foregoing deadline shall not afford a claimant a right to amend a
Claim that, pursuant to applicable law, is not subject to amendment.

1 **D. Claim Objections.**

2 An objection to a Claim shall be filed no later than the Claims Objection Deadline. An
3 objection to an Administrative Claim shall be filed no later than the Administrative Claims
4 Objection Deadline. Except as otherwise provided in this Section, any party in interest may file an
5 objection to a Claim or an Administrative Claim. The Reorganized Company shall have the
6 responsibility to review all proofs of Claim filed against the Debtor, to file objections as appropriate
7 and to resolve Disputed Claims. With respect to Claims asserted by current or former Insiders,
8 officers, directors and employees of the TPL, and any affiliated or related Persons and Entities
9 thereto (including, without limitation, the Insider Employee Compensation Claims and the Insider
10 13% Claims), the Reorganized Company may refer any objections to such Claims to the Plan Agent;
11 provided, however, that any claimant who has agreed to subordinate its Claim pursuant to the Plan
12 and accepted the Plan shall not be deemed disputed or subject to any objection, except as otherwise
13 provided in the Plan with respect to the Employee Compensation Claims of Robert Neilson and
14 Mike Davis.

15 As set forth above at Section VII-C, the Plan Agent shall investigate and, if appropriate in
16 her/his business judgment, object to any or all of the Committee Claims. The Plan Agent shall act
17 independently (i.e., without direction from the Reorganized Company or the Committee) in
18 investigating and objecting to the Committee Claims. Other than the Debtor or the Reorganized
19 Company whose rights to file objections to the Committee Claims are expressly preserved, the Plan
20 Agent shall have the sole authority to investigate and if appropriate file objections to the Committee
21 Claims.

22 **E. Disputed Claims.**

23 Subject to the next sentence, any Cash that would be distributed to the holder of a Disputed
24 Claim if it were an Allowed Claim on any Distribution Date hereunder shall be set aside by the
25 Disbursing Agent into the Disputed Claims Reserve Account. Not later than fifteen (15) days after
26 the Disbursing Agent receives notice that a Disputed Claim has been Allowed in whole or in part,
27 the Disbursing Agent shall distribute the Cash deposited into the Disputed Claims Reserve Account
28 on account of the Allowed Amount of such Disputed Claim. To the extent that Cash payments made

1 into the Disputed Claims Reserve Account on account of a Disputed Claim exceed the Cash
2 distributable with respect to the Allowed Amount of such Claim, such excess cash shall be returned
3 to the Claims Trust Account for the funding of the next Quarterly Payment.

4 **F. Distributions**

5 Notwithstanding any provision of the Plan specifying a date for payments or Distributions of
6 consideration, payments and Distributions with respect to any Claim that on such date is disputed,
7 contingent, unliquidated or unknown as to amount, will not be made until a Final Order with respect
8 to an objection, estimation or valuation of such Claim is entered by the Bankruptcy Court, or an
9 agreement is reached between the parties, whereupon appropriate Distributions shall be made
10 promptly in accordance with the preceding paragraph. Notwithstanding the foregoing, any
11 undisputed portion of a Disputed Claim shall receive a Distribution on the undisputed portion of the
12 Claim at the same time as Allowed Claims in the same Class pursuant to the Plan.

13 **VIII. RETAINED CLAIMS**

14 **A. Prosecution of Retained Claims**

15 Except as otherwise provided herein, the Reorganized Company shall collect and prosecute
16 all of the Retained Claims. In determining whether and how to collect and prosecute the Retained
17 Claims on behalf of the Reorganized Company, the CEO shall consult with the TPL Board and shall
18 not compromise any Retained Claim, file suit to collect any Retained Claim, or make any other
19 major decision with regard thereto without the written consent of the TPL Board or an order of the
20 Bankruptcy Court.

21 With respect to any Retained Claim against any member of the Committee, the Plan Agent
22 shall independently collect, investigate and prosecute all such Retained Claims.

23 In addition to the foregoing, the Plan Agent is hereby appointed as representative of the
24 Estate pursuant to Section 1123 of the Bankruptcy Code with respect to the prosecution and
25 liquidation of any Retained Claim against current or former insiders, officers, directors and
26 employees of the TPL, and any affiliated or related Persons and Entities thereto unless released by
27 the terms of this Plan as a result of an affirmative vote and agreement to subordinate to Class 7 by
28 this Claimant. The terms of employment of any Professional retained by the Plan Agent relative to

1 the Retained Claims shall be subject to the approval of the Reorganized Company, or absent such
2 approval, order of the Bankruptcy Court. The Reorganized Company shall have the right to be heard
3 relative to all such matters.

4 Approval of the Bankruptcy Court shall not be required for the settlement or other resolution
5 of any Retained Claims; provided, however, that the Reorganized Company, the Committee and the
6 Plan Agent, as applicable, shall comply with the Notice Procedure before settling or resolving any
7 Retained Claim where the amount at issue exceeds \$10,000.

8 In the event that the Bankruptcy Case is converted to Chapter 7, the release to the IP Owners
9 is binding on the Chapter 7 trustee and continues without regard to the conversion, as is the
10 subordination of the Released Parties.

11 **B. Preservation of Claims and Rights.**

12 As the process of investigating and evaluating the Debtor's transactions and records remains
13 ongoing, such process may result in additional claims against persons not yet identified herein and
14 may also result in other claims against Persons identified herein in addition to those identified at this
15 point in time.

16 The Bankruptcy Estate, the Committee, the Plan Agent, the Debtor and the Reorganized
17 Company, as applicable, shall retain after Confirmation and after the Effective Date, all powers
18 granted by the Bankruptcy Code and the Bankruptcy Rules for, without limitation, recovery of
19 property, avoidance of liens, and objection to, and/or subordination of, Claims. Confirmation of the
20 Plan effects no settlement, compromise, waiver or release of any Retained Claim, cause of action or
21 claim for relief held by the Committee, the Plan Agent, the Bankruptcy Estate, the Debtor or the
22 Reorganized Company unless the Plan or Order of Confirmation specifically and unambiguously so
23 provides. The failure of the Plan to refer to any particular Retained Claim is not and will not be
24 construed as a settlement, compromise, waiver, or release of any such Retained Claim. Except as
25 otherwise provided in this Plan, all Retained Claims are hereby preserved and will continue to
26 remain valid after the Effective Date.

27 Except as provided in the Plan or the Order of Confirmation, any and all of claims, Retained
28 Claims, causes of action and rights against any and all third parties, whether such claims, Retained

1 Claims, causes of action or rights arose before, on or after the Petition Date, the Confirmation Date,
2 the Effective Date and/or the date Distributions are made, held by the Committee, the Bankruptcy
3 Estate, the Plan Agent, the Debtor and the Reorganized Company, as applicable, are reserved to the
4 fullest extent allowable under applicable law, as such law may be extended or interpreted subsequent
5 to the Effective Date. Except as otherwise provided in the Plan, including, without limitation, in
6 Section XIII-E below, the entry of the Confirmation Order will not constitute *res judicata* as to any
7 such claims or otherwise bar, estop or inhibit any actions by the Committee, the Plan Agent, the
8 Debtor, the Bankruptcy Estate or the Reorganized Company upon any claims they hold as identified
9 herein or otherwise.

10 Subject to the Reorganized Company's business judgment, in consultation with the TPL
11 Board, regarding the pursuit of any particular Retained Claim (which may entail evaluation, among
12 other things, of the cost of pursuing such Retained Claim), the Reorganized Company, the TPL
13 Board, and, with respect to any Retained Claims against any member of the Committee, the Plan
14 Agent shall be authorized to pursue all Retained Claims. Without limiting the generality of the
15 scope of the previous paragraphs, the Retained Claims identified at this time include: (a) the Patent
16 Actions which include, without limitation, any and all infringement claims before the ITC and
17 various United States District Courts for the Eastern District of Texas, the District of Delaware and
18 the Northern District of California involving the MMP Portfolio, the CORE Flash Portfolio and the
19 Fast Logic Portfolio; (b) any and all claims and causes of action identified in the Debtor's Schedules
20 and Statement of Financial Affairs; (c) the Browns/TPL Appeal; (d) the TPL/Moore 'Roe'
21 Litigation; (e) any and all actions against Venkidu, Onspec, Chipscale and Indigita, (f) any and all
22 actions against all present and past insiders and senior management of TPL, including without
23 limitation, Dwayne Hannah, Mike Davis, Susan Anhalt, Mac Leckrone, Leckrone, Janet Neal, Nick
24 Antonopoulus, Interconnect Portfolio, John Leckrone, Alliacense, Eric Saunders, Michael
25 Montvelishsky, William Martin and any and all entities wholly-owned or partially owned by
26 Leckrone, and (g) any and all actions set forth on Exhibit "F" to the Disclosure Statement. Actions
27 may include, without limitation, whether asserted directly or under an alter ego theory, actions to
28 subordinate, recharacterize and/or avoid claims, to challenge the validity of liens, to recover

1 preferences and fraudulent conveyances, for breach of fiduciary duty, for usurpation of corporate
2 opportunity, for unfair business practices, for conversion, for misappropriation of funds, for fraud
3 and for misrepresentation.¹

4 **IX. REQUEST FOR CONFIRMATION**

5 Based and conditioned upon the resolution of all controversies between and among (i)
6 Alliacense, PDS and Agility and (ii) TPL, Patriot and PDS by prior written agreement, the Debtor
7 and the Committee, as the proponents of the Plan, request Confirmation of the Plan. In the event any
8 Impaired Class of Claims entitled to vote does not accept the Plan by the requisite statutory
9 majorities provided in Section 1126(c) of the Bankruptcy Code, the Debtor and the Committee
10 hereby request that the Bankruptcy Court confirm the Plan in accordance with the provisions of
11 Section 1129(b) of the Bankruptcy Code.

12 **X. RETENTION OF JURISDICTION**

13 Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective
14 Date, the Bankruptcy Court shall retain and have all authority and jurisdiction as is allowed under
15 the Bankruptcy Code and other applicable law to enforce the provisions, purposes, and intent of this
16 Plan, including matters or proceedings that relate to:

17 (a) Proceedings initiated before or after the Confirmation Date and the Effective Date
18 regarding the prosecution of the Retained Claims or any other rights, claims, causes of action or
19 claims for relief held by the Committee, the Plan Agent, the Bankruptcy Estate, the Debtor or the
20 Reorganized Company against any Person, including the recovery of property and subordination of
21 Claims;

22 (b) Allowance, disallowance, determination, liquidation, classification, subordination,
23 estimation, or establishment of the priority or secured or unsecured status of any Claim, including
24 the resolution of any request for payment of any Administrative Claim and the resolution of any and
25 all objections to the allowance or priority of Claims;

26
27 ¹ Retained Claims against the Entities listed in sub-section (f) are released claims under the Plan to
28 the extent such Entities voluntarily subordinate their Claims (other than wage Priority Claims) pursuant to the
provisions of the Plan and vote in favor of of the Plan if they are eligible to vote.

1 (c) Requests for the payment of Claims entitled to priority under Section 507(a) of the
2 Bankruptcy Code, including compensation and reimbursement of expenses for Professionals to the
3 extent Court approval therefore is required under the Plan or the Confirmation Order;

4 (d) The title, rights or interests of the Debtor or the Reorganized Company in any
5 property, including the recovery of all assets and property of the Bankruptcy Estate wherever
6 located;

7 (e) Any right, power, action, or duty of the Committee, the Plan Agent, the Bankruptcy
8 Estate, the TPL Board, the Debtor or the Reorganized Company under the Plan;

9 (f) Any determination or estimation necessary or appropriate under Section 505 of the
10 Bankruptcy Code or other determination or estimation relating to tax returns filed or to be filed by
11 the Debtor or the Reorganized Company for periods through the end of the fiscal year in which the
12 Effective Date occurs, including determination of the amount of taxes, net operating losses, tax
13 attributes, tax benefits, tax refunds, and related matters of the Debtor or the Reorganized Company;

14 (g) Any matters related to the assumption, assumption and assignment, or rejection of
15 any executory contract or unexpired lease to which the Debtor or the Reorganized Company is a
16 party and to hear, determine and, if necessary, liquidate, any claims arising from, or cure amounts
17 related to, such assumption or rejection;

18 (h) Resolution of controversies and disputes, including the correction of any mistake,
19 defect, or omission regarding consummation, interpretation or enforcement of the Plan, the
20 Confirmation Order, and any agreements referred to in the Plan or executed in contemplation of or to
21 implement the Plan;

22 (i) Resolution of any motions, adversary proceedings (including Retained Claims),
23 contested or litigated matters, and any other matters, and to grant or deny any applications or
24 motions involving the Committee, the TPL Board, the Plan Agent, the Debtor or the Reorganized
25 Company that may be pending on the Effective Date;

26 (j) Entry of such orders as may be necessary or appropriate to implement or consummate
27 the provisions of the Plan and all contracts, instruments, releases, and other agreements or
28 documents created in connection with the Plan or the Disclosure Statement;

1 (k) Modification of or amendments to the Plan before or after the Effective Date under
2 Section 1127 of the Bankruptcy Code or modification of the Disclosure Statement or any contract,
3 instrument, release, or other agreement or document created in connection with the Plan or the
4 Disclosure Statement; or remedy any defect or omission or reconcile any inconsistency in any
5 Bankruptcy Court order, the Plan, the Disclosure Statement or any contract, instrument, release, or
6 other agreement or document created in connection with the Plan or the Disclosure Statement in
7 such manner as may be necessary or appropriate to consummate the Plan, to the extent authorized by
8 the Bankruptcy Code;

9 (l) The entry of an order including injunctions, necessary to enforce the title, rights, and
10 powers of the Committee, the Committee, the Plan Agent, the TPL Board, the Bankruptcy Estate, the
11 Debtor or the Reorganized Company and the purposes and intent of the Plan, and to impose such
12 limitations, restrictions, terms and conditions of such title, rights and powers as the Bankruptcy
13 Court may deem necessary;

14 (m) Implementation of the provisions of the Plan and entry of such orders (i) in aid of
15 Confirmation of the Plan or (ii) as are necessary or appropriate if the Order of Confirmation is for
16 any reason modified, stayed, reversed, revoked, or vacated;

17 (n) Determine any other matters that may arise in connection with or relate to the Plan,
18 the Disclosure Statement, the Confirmation Order or any contract, instrument, release, or other
19 agreement or document created in connection with the Plan, the Disclosure Statement or the
20 Confirmation Order except as otherwise provided in the Plan, or as otherwise provided under the
21 Bankruptcy Code or other applicable law;

22 (o) Determine any claim of any Person of any nature whatsoever against the
23 Professionals arising in or related to the Bankruptcy Case; or

24 (p) The entry of a Final Decree closing the Bankruptcy Case, including provisions for
25 injunctive relief as may be equitable, consistent with Bankruptcy Rule 3022 and or retention of
26 jurisdiction for the Bankruptcy Court for purposes of this Article XII.

27 If closed, the Bankruptcy Case may be reopened at any time to facilitate the provisions of
28 this Article XII of the Plan.

1 **XI. EFFECT OF CONFIRMATION**

2 As of the Confirmation Date, the effect of Confirmation shall be as provided in Section 1141
3 of the Bankruptcy Code, and as follows:

4 **A. Binding Effect of Plan.**

5 The confirmed Plan shall bind the Debtor, the Reorganized Company, any Entity acquiring
6 property under or otherwise accepting the benefits of the Plan, and every Creditor and Interest
7 Holder, whether or not such Creditor or Interest Holder has filed a proof of Claim or Interest in the
8 Bankruptcy Case, whether or not the Claim or Interest of such Creditor or Interest Holder is
9 Impaired under the Plan, and whether or not such Creditor or Interest Holder has accepted or
10 rejected the Plan.

11 **B. Vesting Of Property.**

12 Subject to the provisions of this Plan and the Order of Confirmation, the property of the
13 Debtor and the Bankruptcy Estate shall vest in the Reorganized Company on the Effective Date. As
14 of the Effective Date, all such property shall be free and clear of any and all liens, encumbrances,
15 Claims and Interests of Creditors and Interest Holders except as otherwise provided in the Plan.
16 Revesting does not modify the nature of any contracts assumed pursuant to the Plan.

17 **C. Discharge.**

18 Except as otherwise provided in the Plan or the Order of Confirmation, the rights afforded
19 under the Plan and the treatment of Claims and Interests under the Plan are in exchange for and in
20 complete satisfaction, discharge, and release of, all Claims, including any interest accrued thereon
21 from and after the Petition Date, against the Debtor, the Reorganized Company, the Bankruptcy
22 Estate, or any assets or property of the Debtor, the Reorganized Company and the Bankruptcy
23 Estate. Except as provided in the Plan or the Order of Confirmation, pursuant to Bankruptcy Code
24 § 1141(d), Confirmation forever discharges the Debtor and the Reorganized Company from any and
25 all Claims and all debts that arose before the Effective Date, and all debts of the kind specified in
26 Sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not: (a) a proof of Claim based
27 on such debt is filed or deemed filed under Section 501 of the Bankruptcy Code; (b) a Claim based
28 on such debt is Allowed under Section 502 of the Bankruptcy Code; or (c) the holder of a Claim

1 based on such debt has accepted the Plan.

2 **D. Exculpation.**

3
4 To the fullest extent permitted under applicable law, none of the Bankruptcy Estate, the
5 Reorganized Company, the Manager, the Committee, the members of the Committee (solely in their
6 capacity as such), the TPL Board, the members of the TPL Board (solely in their capacity as such)
7 and their respective officers, directors, members, managers, employees, advisors, attorneys, agents,
8 or direct and indirect affiliates will have or will incur any liability to any holder of a Claim or
9 Interest, or any other party in interest, or any of their respective members or former members,
10 agents, employees, representative, financial advisors, attorneys or affiliates or any of their
11 predecessors, successors, or assigns, for any act or omission in connection with, relating to, or
12 arising out of, the Bankruptcy Case, the negotiation and pursuit of confirmation of the Plan, the
13 confirmation of the Plan, the consummation of the Plan, or the administration of the Plan excluding
14 the obligations of the Debtor, the Reorganized Company, the Committee or the TPL Board under the
15 Plan and any acts or omissions of any Person covered by this Section constituting willful
16 misconduct, gross negligence, fraud or bad faith, and in all respects such Persons shall be entitled to
17 rely on the advice of counsel with respect to their duties and responsibilities under the Plan.
18
19

20 **E. Release of Claims and Compromise of Controversy**

21 Confirmation of the Plan shall constitute and effect a full release of all Avoidance Actions,
22 claims, causes of action and claims for relief against the Released Parties whether or not any of the
23 Released Parties execute the Release except that, as to Daniel E. Leckrone and the IP Owners only,
24 if the Bankruptcy Case is converted to Chapter 7 after Confirmation, the release of claims shall be
25 undone automatically, as shall any subordination of Claims or liens held by Leckrone and the IP
26 Owners, without further order of the Bankruptcy Court. The Chapter 7 trustee shall have the ability
27 to pursue and all claims against Leckrone and the IP Owners. Confirmation also effects a mutual
28

1 release of the Released Claims of the Estate and Reorganized Company as to all parties who execute
2 the Release in substantially the form attached hereto as **Exhibit “E.”**

3 The release of the Released Parties effectuated by Confirmation of the Plan is a compromise
4 of controversy pursuant to Federal Rule of Bankruptcy Procedure 9019. The consideration for the
5 compromise is the subordination of Claims and liens by all of the Released Parties who vote in favor
6 of the Plan to all unclassified Claims and Allowed Claims in Classes 1-6C.

7 **F. Injunction.**

8 As of the Confirmation Date, all Persons or Entities that have held, currently hold or may
9 hold a Claim or other debt or liability that is discharged or any other right that is terminated under
10 the Bankruptcy Code or the Plan are permanently enjoined from commencing or continuing any
11 action, the employment of process, or other action, to collect, recover or offset any such Claim or
12 debt as a liability of the Bankruptcy Estate or the Reorganized Company to the fullest extent
13 permitted by Bankruptcy Code Section 524.

14 **G. Preservation of Insurance.**

15 The discharge and release from Claims as provided in the Plan, except as necessary to be
16 consistent with the Plan, and Confirmation of the Plan do not diminish or impair the enforceability
17 of any insurance policy that may cover claims against the Debtor, the Bankruptcy Estate, the
18 Reorganized Company or any other Person.

19 The Reorganized Company shall assume the Debtor’s Insurance Policies on the Effective
20 Date. To the extent permitted under applicable law, and except as otherwise provided in the Plan, all
21 insurance policies in full force and effect prior to the Effective Date shall remain in full force and
22 effect and shall continue to cover claims against, without limitation, the Debtor, the Bankruptcy
23 Estate, the Reorganized Company, the CEO, the TPL Board or any other Person, as applicable.

24 **H. Reservation of Powers.**

25 The Reorganized Company shall retain all powers granted by the Bankruptcy Code, the
26 Bankruptcy Rules and the Local Rules to a trustee or debtor in possession, including those with
27 respect to the recovery of property and objections to, and/or subordination of, Claims and Interests.

28 ///

XII. MISCELLANEOUS

A. Injunctions and Stays.

Unless otherwise provided, all injunctions or stays arising under or entered during the Bankruptcy Case under Section 105 or Section 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

B. No Admissions.

Except as specifically provided in the Plan, nothing contained in the Plan shall be deemed or construed in any way as an admission by the Bankruptcy Estate with respect to any matter set forth in the Plan, including the amount or allowability of any Claim, or the value of any property of the Bankruptcy Estate.

Notwithstanding anything to the contrary in the Plan, if the Plan is not confirmed or the Effective Date does not occur, the Plan shall be null and void, and nothing contained in the Plan or Disclosure Statement shall: (a) be deemed to be an admission with respect to any matter discussed in the Plan, including liability on any Claim or the propriety of any Claim's classification; (b) constitute a waiver, acknowledgement, or release of any Claim, Interest, or any claims held by the Bankruptcy Estate, Creditors, or the Committee; or (c) prejudice in any manner the rights of the Bankruptcy Estate, Creditors, or the Committee in any further proceedings.

C. Revocation of the Plan.

The Committee and the Debtor reserve the right to revoke or withdraw the Plan before the Confirmation Date.

D. Modification of Plan.

The Committee and the Debtor may jointly propose amendments to or modifications of the Plan under Section 1127(a) of the Bankruptcy Code and Bankruptcy Rule 3019 at any time prior to the conclusion of the hearing on Confirmation of the Plan.

In the event that Classes entitled to vote fail to accept the Plan in accordance with Bankruptcy Code Section 1129(a)(8), the Committee and the Debtor reserve the right to modify the Plan in accordance with Bankruptcy Code Section 1127(a).

After the Confirmation Date, the Reorganized Company may modify the Plan in accordance

1 with Section 1127(b) of the Bankruptcy Code and Bankruptcy Rule 3019.

2 **E. Saturday, Sunday and Legal Holiday.**

3 If any payment or act under the Plan should be made or performed on a day that is not a
4 Business Day, then the payment or act may be completed the next succeeding day that is a Business
5 Day, in which event the payment or act will be deemed to have been completed on the required day.

6 **F. Plan Interpretation.**

7 The headings contained in the Plan are for convenience of reference only and shall not limit
8 or otherwise affect in any way the meaning or interpretation of the Plan. All references in the Plan
9 to the singular shall be construed to include references to the plural and vice versa. All references in
10 the Plan to any one of the masculine, feminine or neuter genders shall be deemed to include
11 references to both other such genders. References to the Debtor shall also include the Reorganized
12 Company (or vice versa) as the context requires. All exhibits, if any, attached to the Plan are, by this
13 reference, hereby incorporated into the Plan. All references in the Plan to a Section or an Article
14 shall mean the appropriately numbered Section or Article of the Plan. Whenever the Plan uses the
15 term “including,” such reference shall be deemed to mean “including, but not limited to.”

16 **G. Governing Law.**

17 Except to the extent that the Bankruptcy Code or other federal law is applicable, the rights,
18 duties and obligations of the Debtor, the Reorganized Company, all Creditors and any other Person
19 arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws
20 of the State of California, without giving effect to California’s choice of law provisions.

21 **H. Setoff/Recoupment.**

22 The Reorganized Company may, but is not required to, setoff or recoup against any Claim or
23 Interest with the consent of the affected claimant and the payments or other Distribution to be made
24 under the Plan in respect of such Claim or Interest, claims of any nature whatsoever that arose before
25 the Petition Date that the Debtor may have against the holder of such Claim or Interest to the extent
26 such claims may be setoff or recouped under applicable law, but neither the failure to do so nor the
27 allowance of any Claim or Interest under the Plan shall constitute a waiver or release by the
28 Bankruptcy Estate or the Reorganized Company of any claim that they may have against such

1 Person.

2 **I. Waiver.**

3 After the Confirmation Date, except as otherwise specifically set forth in the Plan, any term
4 of the Plan may be waived in writing only by the party or parties entitled to the benefit of the term to
5 be waived.

6 **J. Notices.**

7 Except for service by electronic filing as permitted by Section VII-P of the Plan, all notices
8 required or permitted to be made in accordance with the Plan shall be in writing and shall be
9 delivered personally or by first class mail, subject to any changes of addresses, notices of which shall
10 be filed with the Bankruptcy Court, the following:

11 If to the Debtor or the Reorganized Company:

12 Technology Properties Limited LLC
13 Attn: CEO
14 3000 Scott Blvd., #109
Santa Clara, CA 95054

15 With a copy to:

16 Robert G. Harris
17 Binder & Malter, LLP
18 2775 Park Avenue
Santa Clara, CA 95050

19 If to the Committee:

20 Committee
21 Attn: Marcie Brown
22 4290 Manuela Way
Palo Alto, CA 94306

23 With a copy to:

24 Robert A. Franklin
25 Dorsey & Whitney LLP
26 305 Lytton Avenue
Palo Alto, CA 95014

27 and if to a holder of an Allowed Claim, at the address set forth in its proof of Claim filed in the
28 Bankruptcy Case, or if none, at its address set forth in the Schedules. Notices shall be deemed given

1 when delivered or deposited in the United States mail. Any Person or Entity may change the address
2 at which such Person or Entity is to receive notices under the Plan by filing its change of address
3 with the Bankruptcy Court and serving the Debtor or the Reorganized Company and its counsel at
4 the addresses provided in this Section.

5 **K. Reservation of Rights.**

6 Neither the filing of the Plan nor any statement or provision contained in the Plan or in the
7 Disclosure Statement, nor the taking by any party in interest of any action with respect to the Plan,
8 shall: (a) be or be deemed to be an admission against interest; and (b) until the Effective Date, be or
9 be deemed to be a waiver of any rights any party in interest may have: (i) against any other party in
10 interest; or (ii) in any of the assets of any other party in interest, and, until the Effective Date, all
11 such rights are specifically reserved. In the event that the Plan is not confirmed or fails to become
12 effective, neither the Plan nor the Disclosure Statement nor any statement contained in the Plan or in
13 the Disclosure Statement may be used or relied upon in any manner in any suit, action, proceeding or
14 controversy within or without this Bankruptcy Case involving the Debtor, except with respect to
15 Confirmation of the Plan.

16 **L. Severability**

17 Should any term or provision of the Plan be determined to be unenforceable, such
18 determination shall in no way limit or affect the enforceability and operative effect of any other term
19 or provisions of the Plan.

20 **XIII. DEFAULT PROVISIONS**

21
22 The Reorganized Company and Plan Agent shall produce an annual report listing the
23 Reorganized Company's income, expenses, and dividends paid to creditors under the Plan. The
24 report may be obtained by submitting a written request to the Plan Agent and shall be available
25 solely to any creditor holding an Allowed Claim at the time of the request. The first report shall be
26 produced each year, 30 days after the one-year anniversary of the Effective Date.
27
28

1 If the Reorganized Company defaults in the performance of any of its material obligations
2 under the Plan, and does not cure such default within a period of 30 days after receipt of written
3 notice of such default from any party in interest affected by the alleged default, then such party in
4 interest may move the Bankruptcy Court, upon notice to the Notice Parties and after opportunity for
5 a hearing, for an order directing the Reorganized Company to perform such material obligations. If
6 the Reorganized Company fails to perform any such material obligations within 21 days, any party
7 in interest, including, but not limited to, the Office of the United States Trustee, may file a motion
8 with the Bankruptcy Court seeking an order converting the Bankruptcy Case to a case under Chapter
9 7 of the Bankruptcy Code. If such motion is granted, the executory provisions of the Plan shall
10 terminate excluding Article XVI which shall survive notwithstanding any default or associated
11 conversion to Chapter 7, and all property of the Reorganized Company shall vest in the Chapter 7
12 estate. Such property shall be administered by the Chapter 7 trustee as prescribed in Chapter 7 of the
13 Bankruptcy Code. Any party in interest, including the Reorganized Company, may oppose any such
14 motion. 15

17 In the event that: the Plan fails because the Effective Date fails to occur by the deadline; the
18 Plan is revoked; the Plan is modified (without the consent of the IP Owners); the Bankruptcy Case is
19 dismissed or converted, or a second voluntary or involuntary case is filed then the following provisions
20 of the Plan terminate upon the failure of the Plan:

21 a. The subordination of the Claims of Daniel E. Leckrone and interest related thereto; Section IV
22 B, F, G and H;

24 b. Control of the Debtor by the Committee-appointed CEO and TPL Board instead of the TPL
25 Member appointed Manager; Section VI B and H; and,

26 c. The modification under or in connection with the Plan of any IP Owners Commercialization
27 Agreements; Section VII A.
28

1 In addition, without prejudice due to the passage of the Administrative Claim Bar Date, upon
2 failure of the Plan, the IP Owners may assert Chapter 11 Administrative Claims; provided, however, that
3 all such Claims shall be subordinate to the allowed fees and costs awarded to Estate Professionals for
4 pre- and post-confirmation services rendered.

6 **XIV. OVERRIDING PROTECTIONS FOR LICENSEE PARTIES**

7 **A. Scope and Intent of This Article.** As a means of addressing the Licensee Objectors'
8 concerns and objections, this Article is included to effectuate the parties' intent to eliminate any
9 adverse effects or prejudice of the Plan or Confirmation Order on the Licensees' Licenses, claims,
10 rights, interests and defenses. This Article XVI shall apply comprehensively to preserve all
11 Licensees' rights, licenses, claims, interests and defenses, as described herein, notwithstanding any
12 other provision of the Plan or the Confirmation Order or the operation of the Bankruptcy Code. To
13 the extent any direct or indirect conflict exists between this Article and any other provision of the
14 Plan or Confirmation Order, this Article shall control. As used in this Article, the terms "rights,"
15 "claims," "interests" and "defenses" shall be used in their broadest and most comprehensive senses.
16 Nothing herein shall expand or change the terms or scope of any License or allow any transfer of any
17 right or interest under any License beyond what is permitted under such License.

18 **B. Confirmation Order.** The Confirmation Order shall incorporate and reaffirm this
19 Article XVI in its entirety, together with the definitions used herein. Whether or not any IP Owner
20 objects to or supports the Plan, or votes for or against the Plan, the Confirmation Order shall prevent
21 such IP Owner from defeating, violating or disputing any of the Licensees' rights, licenses, interests,
22 defenses or other benefits under such parties' respective Licenses or this Article XVI.

23 **C. Amendments to Article XVI.** This Article (and definitions used herein) shall not be
24 amended, modified or otherwise adversely affected, directly or indirectly, from other Plan or
25 Confirmation Order amendments, without the prior written consent of each affected Licensee
26 Objector and the IP Owners.

27 **D. No Adverse Impact On Licenses.** Notwithstanding any other provision of the Plan
28 or Confirmation Order, the Licenses, and the rights, claims, including offsetting or recoupment

1 claims, interests and defenses of each Licensee thereunder, shall ride through this Bankruptcy Case
2 without rejection, prejudice or adverse effects of any kind, including on account of Section 1141.
3 All Licenses shall remain in full force and effect, and continue to be valid, binding, and enforceable
4 in accordance with their terms, against TPL, the Reorganized Company, and all applicable IP
5 Owners and their successors and assigns as if there had been no Bankruptcy Case or Plan or
6 Confirmation Order, and neither TPL's reorganization nor exit from bankruptcy shall affect such
7 validity and enforceability of the Licenses.

8 No act or omission of the Committee, TPL, estate representative, other proponent of any
9 confirmed plan of reorganization, or Reorganized Company (such as rejection of or failure to assume
10 any executory contract) changes, impairs, or has the effect of stripping or undermining, whether by
11 Section 1141 or otherwise, any rights, interests, claims, licenses, or defenses under the Licenses that
12 existed before or independent of the Bankruptcy Case, or that were executed prior to the Effective Date.
13 To the extent permissible by otherwise applicable law, the Confirmation Order shall estop, enjoin,
14 and bar the Committee, TPL, estate representatives, any other proponent of any confirmed plan of
15 reorganization, and the Reorganized Company, and each of their respective successors and assigns,
16 from taking any action to disrupt or otherwise invalidate or challenge the Licenses and the
17 Licensees' rights, offsetting or recoupment claims, interests, property or defenses thereunder.
18 Nothing in the Plan or in the Confirmation Order shall be deemed to restrain, enjoin, stay or
19 otherwise obstruct the enforcement, exercise or defense by any party to a License after the Effective
20 Date of any of their licenses, rights, offsetting or recoupment claims, interests, property or defenses.

21 E. **No Change For Patent Actions.** Notwithstanding any other provision of the Plan or
22 the Confirmation Order, the Plan and Confirmation Order shall have no effect on any party's rights,
23 claims, including offsetting or recoupment claims, interests and defenses in any patent action or
24 other litigation that has been or may be filed.

25 F. **Reserved Objections.** Licensees may defend an attack of their Licenses on any
26 basis, including the protections afforded under this Article XVI, whether or not previously raised by
27 a Licensee. Furthermore, nothing in the Plan or Confirmation Order shall constitute a waiver by
28 any Licensee of such party's rights under *Stern v. Marshall*, 131 S. Ct. 2594 (2011), or *Bellingham*

1 *Ins. Agency, Inc. v. Arkin (In re Bellingham Ins. Agency, Inc.)*, 702 F.3d 553 (9th Cir. 2012), or
2 subsequent precedents on this topic, to challenge the jurisdiction of the Bankruptcy Court to issue a
3 final judgment.

4
5 G. **IP Owner Side Letters.** The IP Owners have provided written confirmation and
6 consent, in substantially the forms of the side letters attached as **Exhibit “D”** hereto, which are
7 incorporated herein, confirming such IP Owner’s promise of non-disturbance of Licensees’ rights
8 under their existing Licenses.

9 **XV. COMPROMISE OF CONTROVERSY**

10 Releases provided to the Released Parties under the Plan are being granted as compromises
11 of controversy under which each party voting for the Plan and thereby receiving a release by and
12 through his, her or its vote subordinates his, her, or its Claims in the Bankruptcy Case to the holders
13 of Allowed Claims in Classes 6A through 6C. TPL requests that the Court consider and approve
14 such releases under Federal Rule of Bankruptcy Procedure 9019.

15 Dated: December 15, 2014

DORSEY & WHITNEY, LLP

16
17 By: /s/ Robert A. Franklin
Robert A. Franklin
18 Attorneys for Official
Committee of Unsecured Creditors

19 Dated: December 15, 2014

Official Committee of Unsecured Creditors

20
21 By: /s/ Marcie Brown
Marcie Brown
22 Chairperson

23 Dated: December 15, 2014

BINDER & MALTER

24
25 By: /s/ Robert G. Harris
Robert G. Harris
26 Attorneys for Debtor Technology Properties
27 Limited, LLC
28

1 Dated: December 15, 2014

TECHNOLOGY PROPERTIES LIMITED, LLC

2
3 By: /s/Daniel E. Leckrone

Daniel E. Leckrone

4 Its: Responsible Corporate Individual



Global Package, Crime, Cargo & Directors/Officers Liability Insurance Summary

November 30, 2011–
November 30, 2012

For

TPL Group

Presented By:

Mary Castiglia, Senior Vice President
Victoria Ryan, Account Executive

Heffernan Insurance Brokers, Inc.
120 Howard Street, #550
San Francisco, CA 94105
www.heffins.com
Phone: (415) 778-0300
License No. 0564249

January 24, 2012

CONTACT INFORMATION

ACCOUNT TEAM/CONTACT INFORMATION

Heffernan Insurance Brokers

120 Howard Street, #550
San Francisco, CA 94105
Main: (415) 778-0300
Fax: (415) 778-0301

Account Leader: **Mary Castiglia**
Phone: (415) 808-1307
Cell: (415) 609-3027
E-mail: maryc@heffins.com

Account Executive: **Victoria Ryan**
Phone: (415) 808-1340
Cell: (415) 728-5310
E-mail: victoriar@heffins.com

Account Assistant: **Amy Gamble**
Phone: (415) 808-1364
E-mail: amyg@heffins.com

INSURED CONTACT INFORMATION

TPL Group
20883 Stevens Creek Blvd, Suite 100
Cupertino, CA 95014
www.tplgroup.net

Dwayne Hannah, CFO
dwayne@tplgroup.net
(408) 850-3275

Attention:

This resume of coverage is intended to facilitate your understanding of the insurance program we are proposing to arrange on your behalf. It is NOT intended to replace or supersede your present insurance policies. For a complete description of coverages, conditions, limitations, warranties, exclusions, etc. please read the actual policy(s). This is a quotation only and coverage is not bound, nor does this document represent a Binder of Insurance.

NAMED INSURED(S)

Named Insureds:

Active Companies:

- Technology Properties Limited LLC (*Parent Company / holding company*)
- DBA: TPL Group
- Alliacense Limited LLC . (*Manages licensing activities*)
- Alliacense SARL (*French Subsidiary of Alliacense LLC*)
- Intellasis Corporation (*2006 merged into Technology Properties Limited LLC, Subsidiary doing development of semiconductors*)
- Intellasis (BEC) Ltd. (*Bermuda company for international sales of products*)
- Phoenix Digital Solutions LLC (*Joint Venture entity between TPL and Patriot Scientific*)
- SWAT Research LLC (*Develops IP and applications in the Hearing Listening area*)

Ownership Companies:

- Chipscale, Inc. (*Owns Chipscale Portfolio patents*)
- HSM Portfolio LLC (*Owns FastLogic Portfolio patents*)
- Interconnect Portfolio LLC (*Former owner of SiliconPipe Portfolio patents*)
- MCM Portfolio LLC (*Owns CoreFlash Portfolio patents*)
- Occam Portfolio LLC (*Owns Occam Portfolio patents*)
- Online Security Portfolio LLC (*Owns Online Security Portfolio patents*)
- SRAM Products, LLC (*Owns certain rights to SRAM Portfolio patents*)
- SWAT/ACR Portfolio LLC (*Owns SWAT/ACR Portfolio patents*)
- VNS Portfolio LLC (*Owns VNS Portfolio patents*)
- Wafer-Level Packaging Portfolio LLC (*Owns Wafer-Level Packaging Portfolio patents*)

NAMED INSURED(S)

Inactive Companies:

- Alliacense Ltd (*Predecessor Entity to Alliacense LLC*)
- Indigita LLC (*Inactive entity*)
- Leckrone Law Corporation (*Inactive entity*)
- Nonami Corp. DBA Technology Management Associates (*No longer exists*)
- Nuven Limited (*No longer exists*)
- Onspec Electronic, Inc. (*Semiconductor company liquidated in 2008*)
- TPL Micro Limited (*No longer Exists*)
- Video Processing Technology (*No longer exists*)

LOCATIONS

Scheduled Locations (TPL Group):

1. 20883 Stevens Creek Blvd., Suite 100, Cupertino, CA 95014

UnScheduled Locations (Vendors): *Locations with Property Values less than \$250,000*

- ◆ TSMC Taiwan
- ◆ Unisem
- ◆ Silterra
- ◆ UTAC

GLOBAL PROPERTY COVERAGES

Coverages:		Insurer: Hartford Policy Number: 7UUNVX9250 Policy Term: 11/30/11-12
Personal Property/Contents/Inventory/Tenants Improvements, Business Interruption / Extra Expense, Contingent Business Income, EDP Equipment, Software & Media – including Machinery Breakdown perils. Replacement Cost. No co-insurance. <i>See following Statement of Property Values & BI/EE Worksheet</i>		
Limits:		
Contents-Business Personal Property		\$650,000 Loc 1
Computer Hardware / Media		\$400,000 Loc 1
Business Income / Extra Expense		\$1,000,000 Loc 1
Contingent Business Income – Unnamed Location – Global		\$250,000
Business Income/Extra Expense –Any Other Location – Global		\$250,000
Property, Any Other Location – Global		\$250,000
Property In Transit		Delete
Boiler & Machinery		Total Insured Values
Computer Equipment – Earthquake (California)		\$100,000
Earthquake Sprinkler Leakage		\$2,500,000 Annual Aggregate
Blanket Bucket Property Endorsement		\$500,000
Deductibles:		
Coinsurance		Waived
Property		\$1,000
Boiler & Machinery Property Deductible		\$2,500
Boiler & Machinery Time Deductible		48 hours
BI/EE Coinsurance		None
Earthquake Sprinkler Leakage		\$25,000
Contingent Business Income		72 Hours
Territory:		
Global		
Exclusions:		
<ul style="list-style-type: none"> • Earthquake • Flood • Please refer to the actual policy for all terms, conditions and exclusions • Independent Contractors – Not Covered 		

GLOBAL CARGO COVERAGES

Coverages	Insurer: Lloyds of London Policy Number: MC-2451 Policy Term: 11/30/11-12	
Coverage for losses resulting from direct physical change of or loss of incoming, outgoing or intercompany shipments of Goods Insured. War Risks, Strikes, Riots and Civil Commotion.		
Goods Insured:		
All lawful goods and merchandise consisting primarily of semiconductors and including packing materials and similar good incidental to the business of the assured.		
Limits:		
Air Conveyance		\$500,000
Land Conveyance		\$500,000
Vessel Conveyance		\$500,000
Exhibition/Trade Shows		\$100,000
Non-containerized On-Deck Conveyance		\$50,000
Sales Samples		\$10,000
Messenger		\$10,000
Any one package shipped via registered mail		\$10,000
Deductibles:		
Per claim		\$1,000
Rating / Exposure Basis:		
Exposure Basis – Sales		\$500,000
Auditable Rate		Flat
Policy Auditable		Yes
Minimum Premium		\$1,500
Valuation:		
<u>Goods and/or Merchandise under Invoice:</u> Valued, premium included, at amount of invoice and including all charges in the invoice, and including prepaid and/or advanced and/or guaranteed freight plus 10%. <u>Intercompany Shipment:</u> Valued at the intercompany invoice, or if no invoice, at replacement cost. <u>All Other Goods and/or Merchandise including Returned or Refused Shipments:</u> Valued at replacement cost.		

GLOBAL CARGO COVERAGES

Territory:
Worldwide, except where prohibited by law
Exclusions:
<ul style="list-style-type: none">• Biological, Chemical, Biochemical• South America 60 day clause• Electromagnetic Exclusion• Radioactive Exclusion• Others per policy form• Please refer to actual policy for all terms, conditions and exclusions• Independent Contractors – Not Covered / Not Applicable

GLOBAL GENERAL LIABILITY

Coverages:	Insurer: Hartford Policy Number: 7UUNVX9250 Policy Term: 11/30/11-12	
<u>Commercial General Liability:</u> Provides coverage for third party suits alleging Bodily Injury, Property Damage, Personal Injury and Advertising Injury. Coverage includes defense costs and provides coverage for settlements or damages awarded to claimants. Defense costs are outside the limits of insurance.		
<u>Products/Completed Operations:</u> Provides coverage for third party suits alleging Bodily Injury or Property Damage arising out of your product or completed work. Coverage includes defense costs and provides coverage for settlements or damages awarded to claimants. Defense costs are outside the limits of insurance.		
<u>Employee Benefits Liability:</u> Provides coverage for suits arising as a result of negligent acts, errors or omissions in administering employee benefit programs. Coverage includes defense costs and provides coverage for settlements or damages awarded to claimants. Defense costs are within the limits of insurance.		
Limits:		
Aggregate		\$2,000,000
Products / Completed Ops Aggregate		\$2,000,000
Advertising Injury & Personal Injury		\$1,000,000
Damage to Premises Rented to You		\$1,000,000
Medical Expense		\$10,000
Employee Benefits Liability – Per Occ		\$1,000,000
Employee Benefits Liability – Per Agg		\$2,000,000
Employee Benefits Liability – Deductible		\$1,000
Stop Gap Employers Liability – By Accident		\$1,000,000
Stop Gap Employers Liability – By Disease		\$1,000,000
Stop Gap Employers Liability – Aggregate		\$1,000,000
Exposure Information: <i>(Subject to final audit)</i>		
Revenues – Domestic (Products)		\$200,000
Revenues – Foreign (Products)		\$300,000
Revenues – Domestic (Licensing)		\$10,000,000
Revenues – Foreign (Licensing)		\$20,000,000
Total Revenues		\$30,500,000
Territory:		
Global, except those countries prohibited by law		
Exclusions:		
<ul style="list-style-type: none"> • Asbestos Exclusion; Intellectual Property Exclusion; PHN-Recording & Distribution of Material of Information in Violation of Law • Please refer to the actual policy for all terms, conditions and exclusions • Independent Contractors – liability arising from their actions for work on behalf of TPL. Does not cover the ICs directly. 		

ERRORS & OMISSIONS COVERAGES

Coverages:	Insurer: Hartford Policy Number: TE027237411 Policy Term: 11/30/11-12	
<u>Technology Errors & Omissions:</u> Provides coverage for third party suits alleging failure of product, related software and/or support to perform as promised. Coverage includes defense costs and provides coverage for settlements or any damages awarded to claimants. Defense costs are within the limits of insurance.		
Limits:		
Errors and Omissions – Per Occ		\$2,000,000
Errors and Omissions – Per Agg		\$2,000,000
Errors and Omissions – Deductible Per Claim		\$25,000
Retro Active Date – E&O		9/1/2006
Exposure Information: <i>(Subject to final audit)</i>		
Revenues – Domestic (Products)		\$200,000
Revenues – Foreign (Products)		\$300,000
Revenues – Domestic (Licensing)		\$10,000,000
Revenues – Foreign (Licensing)		\$20,000,000
Total Revenues		\$30,500,000
Territory:		
Global, except those countries prohibited by law.		
Exclusions:		
<ul style="list-style-type: none">Asbestos ExclusionIntellectual Property ExclusionPHN-Recording & Distribution of Material of Information in Violation of LawPlease refer to the actual policy for all terms, conditions and exclusionsIndependent Contractors – liability arising from their actions for work on behalf of TPL. Does not cover the ICs directly.		

GLOBAL GENERAL LIABILITY & E&O

Territory:
Global, except those countries prohibited by law
Exclusions:
<ul style="list-style-type: none">• Asbestos Exclusion• Intellectual Property Exclusion• PHN-Recording & Distribution of Material of Information in Violation of Law• Please refer to the actual policy for all terms, conditions and exclusions• Independent Contractors – liability arising from their actions for work on behalf of TPL. Does not cover the ICs directly.

DOMESTIC AUTO COVERAGES

Coverages:	Insurer: Hartford Policy Number: 57UUNVX9250 Policy Term: 11/30/11-12	
<p>Non-Owned & Hired Car liability: Coverage for Third Party suits alleging Bodily Injury or Property Damage as a result of an accident involving an owned auto or a car driven by an employee while on company business. Symbols 8 & 9</p> <p>Hired Auto Physical Damage: Physical damage coverage for hired autos Symbols 1, 8,9</p>		
Domestic Limits:		
Non-owned & Hired Liability CSL		\$1,000,000
Uninsured/Underinsured Motorist Liability		\$1,000,000
Hired Auto Physical Damage		\$50,000 / Actual Cash Value or cost of repair
Auto Medical Payments		\$5,000
Collision Deductible		\$1,000
Comprehensive Deductible		\$1,000
Loss of Use		\$10,000
Exposure Information:		
Estimated Annual Auto Rental Days – Domestic		150
Annual Rental Costs \$ – Domestic		\$12,000
Vehicle Schedule:		
1. 2008 BMW 750LI VIN#WBAHN83558DT79654 Cost New: \$78,900 95014		
Drivers Schedule: Provide Name, DL#, State, DOB		
<ul style="list-style-type: none"> • Daniel E. Leckrone CDL#N529367 DOB: 02/01/38 • Nick Antonopoulos N2100708 04/24/56 		
Territory:		
The United States of America, its territories & possessions, Puerto Rico and Canada		
Exclusions:		
<ul style="list-style-type: none"> • Please refer to actual policy form for terms, conditions and exclusions. • Independent Contractors – Not Covered 		

FOREIGN AUTO COVERAGES

Coverages:	Insurer: ACE/Hartford Policy Number: PHFD37257606 Policy Term: 11/30/11-12	
Foreign Auto Liability Symbols 8,9		
Foreign Limits:		
Bodily Injury/Property Damage		\$1,000,000
Exposure Information:		
Estimated Annual Auto Rental Days – Foreign		20
Annual Rental Costs – \$ Foreign		\$1,500
Vehicle Schedule:		
N/A		
Drivers Schedule:		
N/A		
Territory:		
Global, except those countries prohibited by law.		
Exclusions:		
<ul style="list-style-type: none"> Owned Autos Please refer to actual policy form for terms, conditions and exclusions. Independent Contractors – Not Covered 		

FOREIGN WORKERS COMPENSATION

Coverages		Insurer: ACE/Hartford Policy Number: PHFD37257606 Policy Term: 11/30/11-12	
Include Coverage: <ul style="list-style-type: none"> US Hires Working Overseas Third Country Nationals Local Nationals 	<ul style="list-style-type: none"> - Benefits – State of Hire - Benefits - Country of Origin - Excess DIC Benefits - Country of Origin 		
Limits			
Workers Compensation			Statutory
Employers Liability –Bodily Injury by Accident – Each Accident			\$1,000,000
Employers Liability –Bodily Injury by Disease – Each Employee			\$1,000,000
Employers Liability –Bodily Injury by Disease – Policy Limit			\$1,000,000
Medical Assistance Services			\$500,000
Repatriation Expense – Each Employee			\$250,000
Repatriation Expense – Aggregate			Unlimited
Coverage Enhancements			
<ul style="list-style-type: none"> Provide Travel Assistance Services 			
Estimated Exposure Information			
# of US Employee Travel Days Overseas Per Year			300
# of Foreign Employee Travel Days Outside of country of hire Per Year			0
<u>Countries / Areas Traveled: Korea, Japan, China, Europe</u>			
Payrolls By Country (US \$)			\$US Dollars
France			\$50,000
Exclusions:			
<ul style="list-style-type: none"> Please refer to actual policy form for all terms, conditions and exclusions Independent Contractors – Not Covered 			

UMBRELLA LIABILITY

Coverages:	Renewal Insurer: Hartford Policy Number: 57RHUVX9081K2 Policy Term: 11/30/11-12	
Excess Liability, following form over underlying policies.		
Limits:		
Each Occurrence Limit		\$10,000,000
Products/Completed Ops Aggregate		\$10,000,000
Bodily Injury by Disease Aggregate		\$10,000,000
General Aggregate Limit		\$10,000,000
Self Insured Retention		\$10,000
Underlying Schedule of Insurance:	Limit	Insurer/Policy Number
Commercial General Liability	\$1,000,000 Occ	Hartford/57UUNVX9250
Commercial General Liability	\$2,000,000 Agg	Hartford/57UUNVX9250
Personal / Advertising Liability	\$1,000,000 Agg	Hartford/57UUNVX9250
Employee Benefits Liability	\$1,000,000	Hartford/57UUNVX9250
Domestic Auto Liability	\$1,000,000	Hartford/57UUNVX9250
Foreign Auto Liability	\$1,000,000	ACE/PHFD37257606
Foreign Liability	\$1,000,000	ACE/PHFD37257606
Exposure Information:		
Revenues – Domestic (Products)		\$200,000
Revenues – Foreign (Products)		\$300,000
Revenues – Domestic (Licensing)		\$10,000,000
Revenues – Foreign (Licensing)		\$20,000,000
Total Revenues		\$30,500,000
Territory:		
Global, except where prohibited by law		
Exclusions:		
<ul style="list-style-type: none"> • Errors & Omissions Not Covered by Umbrella • Please refer to actual policy form for terms, conditions and exclusions. • Independent Contractors – See General Liability section 		

GLOBAL CRIME COVERAGES

Coverages:		Insurer: Chubb Policy Number: 82073234 Policy Term: 11/30/11-12
Theft of property, money & securities by employees. Forgery or theft of monetary instruments including checks. Coverage applies to Loss Sustained.		
Limits:		
Employee Theft (Includes ERISA Endorsement) (A)		\$250,000
Premises (B)		\$250,000
In Transit (C)		\$250,000
Forgery (D)		\$250,000
Computer Fraud Coverage (E)		\$250,000
Funds Transfer Fraud Coverage (F)		\$250,000
Money Orders & Counterfeit Money (G)		\$250,000
Credit Card Forgery (H)		\$250,000
Client Coverage (I)		\$250,000
Expense Coverage (J)		\$250,000
Deductible:		
Deductible – per occurrence		\$5,000
Terms		
Independent Contractors		Covered
Territory:		
Worldwide		
Exclusions:		
<ul style="list-style-type: none"> ○ Kidnap and Ransom (covered under separate limits) ○ Please refer to actual policy form for the terms, conditions and exclusions. ○ Independent Contractors – Covered as of 11/30/2010 		

FIDUCIARY LIABILITY COVERAGES

Coverages:		Insurer: Chubb Policy Number: 82073234 Policy Term: 11/30/11-12
<u>Fiduciary Liability-</u> Protection for those who administer pension and welfare funds, profit-sharing and other employee benefit programs against loss for errors and omissions by the administrator. The need for this coverage was created by the Employee Retirement Income Security Act (ERISA) of 1974. Also known as pension trust liability insurance.		
Fiduciary Liability Limit		
Maximum Limit of Liability – Annual Aggregate		\$1,000,000
Deductible:		
Fiduciary Liability Deductible		\$0
Pending & Prior Litigation Date		Sept. 14, 2006
Duty of Defend		Yes
Type of Policy		Claims Made
Territory:		
Worldwide		
Endorsements and Exclusions		
<ul style="list-style-type: none"> HIPPA Extension Endorsement Please refer to actual policy form for all terms, conditions and exclusions. 		

SPECIAL CRIME COVERAGES

Coverages:		Insurer: Chubb Policy Number: 82073234 Policy Term: 11/30/11-12
<u>Kidnap/Ransom-</u> Protection for those who administer pension and welfare funds, profit-sharing and other employee benefit programs against loss for errors and omissions by the administrator. The need for this coverage was created by the Employee Retirement Income Security.		
Kidnap/Ransom Limits		
Insuring Clause 1 - Kidnapping and Extortion Coverage(A)		\$5,000,000
Insuring Clause 2 - Custody Coverage (B)		\$5,000,000
Insuring Clause 3 - Expense Coverage (C)		\$5,000,000
Accidental Loss (D)		\$5,000,000
Insuring Clause 4 - Accidental Loss Coverage		
- Loss of Life Benefit Amount:		\$1,000,000
- Event Benefit Amount:		\$1,000,000
- Mutilation (Percentage of Loss of Life Benefit Amount)		25%
- Accidental Loss other than Mutilation of Loss of Life Benefit Amount):		100%
Legal Liability Costs Coverage (E)		\$5,000,000
Emergency Political Repatriation (F)		\$500,000
Deductible:		
Kidnap and Ransom		None
Exposure Information:		
Total U.S. Employees:		45
Total Foreign Employees:		1
Territory:		
Worldwide		
Exclusions:		
<ul style="list-style-type: none"> Please refer to actual policy form for all terms, conditions and exclusions. Independent Contractors – Not Covered 		

DIRECTORS & OFFICERS LIABILITY/EMPLOYMENT PRACTICES LIABILITY COVERAGES

Coverages:	Insurer: Chartis Policy Number: 01-381-33-98 Policy Term: 11/30/11-12	
<ul style="list-style-type: none"> ▪ Directors & Officers Liability (Management Liability & Company Reimbursement) ▪ Employment Practices Liability 		
Limits:		
Combined Directors & Officer Liability & Employment Practices Liability Limit – Aggregate – all losses		\$5,000,000
Additional Limit of Liability for Costs, Charges and Expenses is included		\$1,000,000
Retentions / Terms:		
Directors & Officers Liability Retention		\$50,000
Employment Practices Claim Retention		\$50,000
Employment Practices Claim – 3 rd Party – Retention		\$50,000
Defense Costs		Included in Limits
Continuity Date – first \$2,000,000 limit		11/3/2006
Continuity Date – limit in excess of \$2,000,000		11/3/2007
Policy Type		Claims Made
Defense Type		Duty to Defend
Cases: (Specific Investigation-Claim-Litigation Event or Act Exclusion) Form #99193 05/08		
<ul style="list-style-type: none"> • <i>Chester A. Brown, Jr. and Marcie Brown v. Technology Properties Limited LLC, dba TPL Group; Daniel E. Leckrone, et al.</i> Santa Clara County Superior Court Case #: 1-09-CV-159452 • <i>Technology Properties Limited LLC, dba TPL Group v. Chester A. Brown, Jr., et al.</i> (Cross-Complaint) Santa Clara County Superior Court Case #: 1-09-CV-159452 • <i>Cupertino City Center Buildings v. Technology Properties Limited</i> Santa Clara County Superior Court Case #: 1-10-CV-186192 • <i>Daniel Leckrone and Technology Properties Limited v. Phil Marcoux, et al.</i> (Complaint) Santa Clara County Superior Court Case #: 1-09-CV-159593 • <i>Phil Marcoux, et al. v. Technology Properties Limited LLC, Daniel Leckrone, ChipScale, Inc., IntellaSys BEC Ltd., Wafer-Level Packaging Portfolio LLC, Alliacense LLC, Apple, Inc., et al.</i> (1st Amended Cross-Complaint) Santa Clara County Superior Court Case #1-09-CV-159593 • <i>In the Matter of the Arbitration of Charles H. Moore & TPL Group Technologies Properties Limited</i> American Arbitration Association Case #79-117-Y-000046 09 JEMO • <i>Charles H. Moore v. Technology Properties Limited LLC, Alliance LLC, Daniel E. Leckrone, Daniel M. Leckrone, Michael Davis, et al.</i> Santa Clara County Superior Court Case #: 1-10-CV-183613 • <i>Patriot Scientific Corporation v. Technology Properties Limited LLC, Alliacense LLC, et al.</i> Santa Clara County Superior Court Case #: 1-10-CV-169836 • <i>Pascal Chauvin HR matter</i>[I believe the French case number is: "RCS de Paris #498 029 511 (2007 B 10862)"] 		

DIRECTORS & OFFICERS LIABILITY/EMPLOYMENT PRACTICES LIABILITY COVERAGES

Exclusions:	
Form # 105119 (04/10)	Family Exclusion Endorsement (D&O Coverage) *The Leckrone Family
Form # 98962 (04/08)	Professional Errors and Omissions Exclusion Endorsement (with Securities Claim Carveback) (D&O Coverage)
<ul style="list-style-type: none">• Please refer to actual policy form for terms, conditions, and exclusions.	

APPENDIX A - STATEMENT OF PROPERTY VALUES

Statement of Property Values (in US Dollars)											
TPL Group. - As of November, 2011											
#	Street Address	Sq. Ft.	Construction Type / Age of Building	Sprinkled Y/N	Alarm Systems	Tenant Improvements	Fixed Assets / Contents - \$	Inventory / WIP - \$	Computer Equipment - \$	Business Income / Contingent Business Income	Total Insured Values - \$
Scheduled Locations:											
1	20883 Stevens Creek Blvd., Suite 100, Cupertino, CA 95014	9,729	Steel/Masonry Year Built 2000 or newer	Yes	Security Cameras, key card access	\$50,000	\$450,000	\$150,000	\$400,000	\$1,000,000	\$2,050,000
Scheduled Vendors (Fabs / Assembly/Test)											
											\$650,000
						\$50,000	\$450,000	\$150,000	\$400,000	\$1,000,000	\$2,700,000
<u>Valuation: Business Personal Property--900,000-----Current Replacement Cost \$900,000</u> <u>Property of Others---\$50,000-----Estimated Replacement Cost \$50,000</u> <u>Raw Materials, Supplies-----Estimated Replacement Cost</u> <u>Work-in-Process-----Value of Labor & Material Expended + Proper Portion of Overhead</u> <u>Finished Inventory You Manufacture-----Selling Price</u> <u>Finished Inventory Manufactured by Others--\$150,000-----Replacement Cost: \$150,000</u> <u>The above values are accurate to the best of my knowledge and belief:</u> Signed: _____ Date: _____											

Policy Digest 2012-2013
For
The TPL Group

Type of Policy	Company	Policy Number	Policy Term	Premium	Coverage	Limits	Deductible
Domestic Package Policy	Hartford	57UUNVX9260	11/30/12-13	\$4,990	Personal Property/Inv/EDP Blnktd:	\$1,071,000	\$1,000
					Business Income / EE:	\$1,000,000	1,000
					Earthquake Sprinkler Leakage:	\$2,000,000	\$25,000
General Liability	Hartford	57UUNVX9260	11/30/2012	\$13,653	General Liability Aggregate:	\$2,000,000	
					Products/Completed Ops Agg:	\$2,000,000	
					Pers./ Advertising Liab Per Occ.:	\$1,000,000	
					Damage to Premises Rented to You:	\$1,000,000	
					Medical Expenses:	\$10,000	
					Employee Benefits Liab. Agg:	\$1,000,000	
					Stop Gap WA:	\$1,000,000	
Auto	Hartford	57UUNVX9260	11/30/12-13	\$2,573	CSL	\$1,000,000	\$1,000
Umbrella	Hartford	57RHIVX9081	11/30/12-13	\$8,471	Products/Completed Ops Limit:	\$10,000,000	\$10,000
					General Aggregate	\$10,000,000	\$10,000
Errors & Omissions	Hertford	TE027237412	11/30/12-13	\$11,494	Each Glitch	\$2,000,000	\$25,000
					Retroactive Date:	9/1/2006	
Foreign Package	ACE	PHFD37562051001	11/30/12-13	7,589	Foreign Property AOL Limit	\$250,000	\$100
					Tenants Liability	\$100,000	\$100
					Foreign General Liability Aggregate:	\$2,000,000	
					Products/Completed Ops Agg:	\$2,000,000	
					Advertising Injury & Personal Injury	\$1,000,000	
					WC:	\$1,000,000	
Foreign Voluntary WC					Employers Liability	\$1,000,000	\$1,000
Foreign Automobile					CSL	\$1,000,000	
D&O/EPL	Chartis	04-454-44-78	11/30/12-13	\$63,366	D&O Limit:	\$5,000,000	\$50,000
					Employment Practices	\$2,000,000	\$50,000
					Continuity Date	11/3/2006	
Crime/Fiduciary/ Business Travel Accident	Chubb	8207-3234	11/30/12-13	\$6,910	Crime - Employee Dishonesty	\$250,000	\$ 5,000
					Fiduciary	\$1,000,000	\$0
					Special Crime	\$5,000,000	\$0
Cargo Ocean Marine	Falvey/Lloyds	MC-2451	11/30/12-13	\$1,500	Air/Land/Vessel	\$500,000	\$1,000
					Exhibition/Trade Fairs	\$100,000	1,000

Policy Digest 2013-2014
For
The TPL Group

Type of Policy	Company	Policy Number	Policy Term	Premium	Coverage	Limits	Deductible
Domestic Package Policy	Hartford	57UUNVX9250	11/30/13-14	\$5,298	Personal Property/Inv/EDP Blnktd:	\$1,350,000	\$1,000
Property					Business Income / EE:	\$1,000,000	72 Hours
					Earthquake Sprinkler Leakage:	\$2,000,000	\$25,000
General Liability	Hartford	57UUNVX9250	11/30/2013	\$7,636	General Liability Aggregate:	\$2,000,000	
					Products/Completed Ops Agg:	\$2,000,000	
					Pers./ Advertising Liab Per Occ.:	\$1,000,000	
					Damage to Premises Rented to You:	\$1,000,000	
					Medical Expenses:	\$10,000	
					Employee Benefits Liab. Agg:	\$1,000,000	
					Stop Gap WA:	\$1,000,000	
Auto	Hartford	57UUNVX9250	11/30/12-13	\$2,128	CSL	\$1,000,000	\$1,000
Umbrella	Hartford	57RHIVX9081	11/30/13-14	\$7,832	Products/Completed Ops Limit:	\$10,000,000	\$10,000
				Pending Revised Premium	General Aggregate	\$10,000,000	
Errors & Omissions	Hartford	TE027237413	11/30/13-14	\$1,620	Each Glitch	\$2,000,000	\$25,000
					Retroactive Date:	9/1/2006	
Foreign Package	ACE	PHFD37562051002	11/30/13-14	7,589	Foreign Property AOL Limit	\$250,000	\$100
					Tenants Liability	\$100,000	\$100
					Foreign General Liability Aggregate:	\$2,000,000	
					Products/Completed Ops Agg:	\$2,000,000	
					Advertising Injury & Personal Injury	\$1,000,000	
Foreign Voluntary WC					Employers Responsibility	Included	
					Employers Liability	\$1,000,000	
Foreign Automobile					CSL	\$1,000,000	
D&O/EPL	Chartis	04-454-44-78	Non Renewed by TPL	Non Renewed by TPL	D&O Limit:	\$5,000,000	\$15,000
					Employment Practices	\$2,000,000	\$15,000
					Continuity Date - first \$2,000,000	11/3/2006	
					Continuity Date - limit in excess of \$2,000,000	11/3/2007	
Crime/Fiduciary/	Chubb	8207-3234	11/30/13-14	\$7,507	Maximum Aggregate Limit of Liability	\$1,000,000	
Business Travel Accident					Crime - Including 3rd Party	\$250,000	\$ 5,000
					Fiduciary	\$1,000,000	\$0
					Special Crime	\$5,000,000	\$0

EXHIBIT B

TPL LICENSEE OBJECTORS

- TPL Licensee Objectors
- Alcon Research, Ltd.
- Apple Inc.
- Blackberry Limited
- DirecTV, LLC
- Fujitsu Limited
- Mattel, Inc.
- NEC Corporation
- Nikon Corporation
- Sony Corporation
- Hewlett-Packard Company

EXHIBIT B-2

On occasion, Alliacense may announce selected events that are representative of its activities at large. See below for examples.

Palace Entertainment Purchases MMP Portfolio™ License

Fujitsu Limited Purchases Fast Logic™ Portfolio License

CSR plc Purchases Fast Logic™ Portfolio License

ProMOS Technologies Inc. Purchases Fast Logic™ Portfolio License

Sony Corporation Purchases Fast Logic™ Portfolio License

SK Hynix Purchases Fast Logic™ Portfolio License

Advanced Micro Devices Purchases Fast Logic™ Portfolio License

ON Semiconductor Purchases Fast Logic™ Portfolio License

Acer Inc. Purchases CORE Flash™ Portfolio License

Acer Inc. Purchases MMP Portfolio™ License

Amazon.com Inc. Purchases MMP Portfolio™ License

Kyocera Corporation Purchases MMP Portfolio™ License

Brother Industries, Ltd. Purchases CORE Flash™ Portfolio License

Marvell Semiconductor Purchases Fast Logic™ Portfolio License

CORE Flash Portfolio Licensing Program Strengthened as Dell Inc. Settles Out of CORE Flash™ Cases

Datalogic S.p.A. Purchases MMP Portfolio™ License

Datalogic S.p.A. Purchases Fast Logic Portfolio™ License

Datalogic S.p.A. Purchases CORE Flash™ Portfolio License

Brocade Communications Systems, Inc. Purchases MMP Portfolio™ License

ITC Issues Exclusion Orders Against CORE Flash™ Portfolio Infringers

Fujitsu Limited Purchases CORE Flash™ Portfolio License

Panasonic Corporation Purchases CORE Flash™ Portfolio License

Sierra Wireless, Inc. Purchases MMP Portfolio™ License

Systemax Inc. Purchases CORE Flash™ Portfolio License

Oracle Corporation Purchases Fast Logic Portfolio™ License

Oracle Corporation Purchases MMP Portfolio™ License

UTC Purchases MMP Portfolio™ License

Micron Technology, Inc. Purchases CORE Flash™ Portfolio License

Transcend Information, Inc. Purchases CORE Flash™ Portfolio License

Sabrent Purchases CORE Flash™ Portfolio License

Pentair, Inc. Purchases Fast Logic Portfolio™ License

Pentair Purchases MMP Portfolio™ License

13 Companies Cited for Infringement of MMP Portfolio™ in ITC Complaint

Alliacense Announces Ford Motor Company Purchases MMP Portfolio™ License

Jasco Products Purchases CORE Flash™ Portfolio License

Samsung Electronics Purchases CORE Flash™ Portfolio License

Renesas Purchases Fast Logic™ Portfolio License

The TPL Group Files Second Wave of ITC and District Court Complaints on CORE Flash Technology

The Walt Disney Company Purchases Fast Logic™ Portfolio License

The Walt Disney Company Purchases CORE Flash™ Portfolio License

VOXX International Purchases CORE Flash™ Portfolio License

The Walt Disney Company Purchases MMP Portfolio™ License

Micca Purchases CORE Flash™ Portfolio License

Cirrus Logic Purchases Fast Logic™ Portfolio License

Tyco International Ltd. Purchases MMP Portfolio™ License

Extreme Networks, Inc. Purchases MMP Portfolio™ License

Xilinx, Inc. Purchases Fast Logic™ Portfolio License

ViewSonic Corporation Purchases CORE Flash™ Portfolio License

Lottomatica Purchases MMP Portfolio™ License

Lottomatica Purchases Fast Logic Portfolio™ License

TE Connectivity Purchases MMP Portfolio™ License

TE Connectivity Purchases Fast Logic Portfolio™ License

Royal Consumer Information Products, Inc. Purchases CORE Flash™ Portfolio License

Curtis International, Ltd. Purchases CORE Flash™ Portfolio License

NVIDIA Purchases Fast Logic™ Portfolio License

Cymer, Inc. Purchases MMP Portfolio™ License

TAO Electronics and Circus World Displays Purchase CORE Flash™ Portfolio Licenses

Cummins Inc. Purchases Fast Logic™ Portfolio License

Aluratek, Inc. Purchases CORE Flash™ Portfolio License

CEIVA Logic, Inc. Purchases CORE Flash™ Portfolio License

Creedon Technologies Purchases CORE Flash™ Portfolio License

Freescale Purchases Fast Logic™ Portfolio License

Coby Electronics Purchases CORE Flash™ Portfolio License

Sakar International, Inc. Purchases CORE Flash™ Portfolio License

The TPL Group Enhances Fast Logic Portfolio Licensing Program with Infringement Action in District Court

Lenovo Purchases CORE Flash™ Portfolio License

Velocity Micro Purchases CORE Flash™ Portfolio License

Cummins Inc. Purchases MMP Portfolio™ License

GiiNii International Purchases CORE Flash™ Portfolio License

Merkury Innovations Purchases CORE Flash™ Portfolio License

Gear Head Purchases CORE Flash™ Portfolio License

Xi Computer Purchases CORE Flash™ Portfolio License

Fourstar Group Purchases CORE Flash™ Portfolio License

Arcelik Purchases MMP Portfolio™ License

Arcelik Purchases Fast Logic™ Portfolio License

Leica Camera Purchases MMP Portfolio™ License

Optoma Purchases MMP Portfolio™ License

Optoma Purchases Fast Logic™ Portfolio License

Blue Coat Systems, Inc. Purchases MMP Portfolio™ License

Caterpillar Inc. Purchases MMP™ Portfolio License

Blue Coat Systems, Inc. Purchases Fast Logic™ Portfolio License

VTech Holdings Ltd Purchases MMP Portfolio™ License

Force10 Networks Purchases Moore Microprocessor Patent™ Portfolio License

TPV Technology Purchases Fast Logic™ Portfolio License

Alcon Purchases Moore Microprocessor Patent™ Portfolio License

Buffalo Technology Inc. Purchases Moore Microprocessor Patent™ Portfolio License

Cardiac Science Purchases Moore Microprocessor Patent™ Portfolio License

Smith & Nephew Purchases Moore Microprocessor Patent™ Portfolio License

Smith & Nephew Purchases Fast Logic™ Portfolio License

PNY Technologies Purchases CORE Flash™ Portfolio License

SANYO Electric Co. Ltd. Purchases Moore Microprocessor Patent™ Portfolio License

Westinghouse Digital Electronics Purchases CORE Flash™ Portfolio License

ADC Telecommunications Purchases Moore Microprocessor Patent™ Portfolio License

Pantech Co. Ltd, and Pantech & Curitel Communications Inc. Purchases Moore Microprocessor Patent™ Portfolio License

Varian Medical Systems Purchases Moore Microprocessor Patent™ Portfolio License

Hoffmann-La Roche purchases MMP portfolio license

Unisys Corporation Purchases Moore Microprocessor Patent™ Portfolio License

Roper Industries Purchases Moore Microprocessor Patent™ Portfolio License

Royal Philips Electronics Purchases CORE Flash™ Portfolio License

Imation Purchases Fast Logic™ Portfolio License

Verbatim Purchases CORE Flash™ Portfolio License

ASUSTeK Purchases CORE Flash™ Portfolio License

ASUSTeK Purchases Moore Microprocessor Patent™ Portfolio License

Royal Philips Electronics Purchases Fast Logic™ Portfolio License

Respironics to be Covered by MMP™ Portfolio License

Rockwell Automation Purchases Moore Microprocessor Patent™ Portfolio License

Lexmark Purchases CORE Flash™ Portfolio License

Bosch Purchases Fast Logic™ Portfolio License

Roland Becomes 50th Licensee, Setting a Major Milestone in Moore Microprocessor Patent™ Licensing Progra

Audiovox Purchases Moore Microprocessor Patent™ Portfolio License

Bosch Purchases Moore Microprocessor Patent™ Portfolio License

Hoya Purchases Moore Microprocessor Patent™ Portfolio License

Onkyo Purchases Moore Microprocessor Patent™ Portfolio License

RIM and The TPL Group Agree to Moore Microprocessor Patent™ Portfolio License

Belkin Purchases CORE Flash™ Portfolio License

Emerson Radio Purchases Moore Microprocessor Patent™ Portfolio License

Gerber Scientific Purchases Moore Microprocessor Patent™ Portfolio License

Citizen Purchases Moore Microprocessor Patent™ Portfolio License

Advanced Medical Optics Licenses Moore Microprocessor Patent™ Portfolio

Mattel Becomes 40th Licensee, Setting a Major Milestone in Moore Microprocessor Patent™ Licensing Program

DIRECTV Purchases Moore Microprocessor Patent™ Portfolio License

ATEN and IOGEAR products now covered under CORE Flash™ Portfolio License

Tokyo Electron Purchases Moore Microprocessor Patent™ Portfolio License

Psion Purchases Moore Microprocessor Patent™ Portfolio License

Humax Purchases Moore Microprocessor Patent™ Portfolio License

Verigy Purchases Moore Microprocessor Patent™ Portfolio License

TPL and NEC Electronics America Resolve Their Dispute Over the Moore Microprocessor Patent™ Portfolio

TPL, Toshiba, Matsushita (Panasonic), and JVC Resolve Their Dispute Over the Moore Microprocessor Patent™ Portfolio

Alpine Electronics Purchases Moore Microprocessor Patent™ Portfolio License

Lite-On IT Purchases Moore Microprocessor Patent™ Portfolio License

TPL Group Licenses Moore Microprocessor Patent™ Portfolio To WMS

Daewoo Electronics Purchases Moore Microprocessor Patent™ Portfolio License

TEAC Corporation Purchases Moore Microprocessor Patent™ Portfolio License

Mace Group, Inc. Purchases CORE Flash™ Portfolio License

EDGE Tech Corp Purchases CORE Flash™ Portfolio License

Brookstone First Retailer to Purchase CORE Flash™ Portfolio License from The TPL Group

Royal Philips Purchases Moore Microprocessor Patent™ Portfolio License

American Power Conversion Products to be Covered by MMP™ Portfolio License

Denso Wave Purchases Moore Microprocessor Patent™ Portfolio License

DMP Electronics Signs Agreement to Implement Moore Microprocessor Patent™ Design Techniques in Manufacturing Semiconductor Devices

The LEGO Group Purchases Moore Microprocessor Patent™ Portfolio License

Bull Purchases Moore Microprocessor Patent™ Portfolio License

Nokia Purchases Moore Microprocessor Patent™ Portfolio License

Sharp Purchases Moore Microprocessor Patent™ Portfolio License

SanDisk Purchases Moore Microprocessor Patent™ Portfolio License

Funai Purchases Moore Microprocessor Patent™ Portfolio License

NEC Purchases Moore Microprocessor Patent™ Portfolio License

Alliacense Highlights Successful 2006 as Schneider Electric Joins Stellar Roster of Moore Microprocessor Patent™ Portfolio Licensees

Lexmark Purchases Moore Microprocessor Patent™ Portfolio License

Agilent Technologies Becomes Tenth Major Manufacturer to Purchase Moore Microprocessor Patent™ Portfolio License During 2006

Kenwood Joins Steadily Expanding Roster of Global Manufacturers to Purchase Moore Microprocessor Patent™ Portfolio License

Olympus Purchases Moore Microprocessor Patent™ Portfolio License

PENTAX Joins Growing Roster of Global Manufacturers Licensed to Use the Moore Microprocessor Patent™ Portfolio

Seiko Epson Agrees to Purchase Moore Microprocessor Patent™ Portfolio License

Nikon Purchases MMP™ Portfolio License

The TPL Group Licenses Moore Microprocessor Patent™ Portfolio to Sony

Fujitsu Purchases License to Intellectual Property Protected by Moore Microprocessor Patent™ Portfolio

Casio Joins HP in Purchasing “System” License to Use Moore Microprocessor Patent™ Portfolio

Hewlett-Packard Becomes First System Manufacturer to License Moore Microprocessor Patent™ Portfolio

Disclosure Statement
Joint Plan of Reorganization
by Official Committee of Unsecured Creditors and Debtor
(Dated September 4, 2014)

Exhibit C – Waterfall

The gross proceeds of all settlements/licenses from all portfolios other than the MMP Portfolio will be paid to contingency counsel for each portfolio who shall be entitled to retain expenses and fees and is required to make the following disbursements: subject to the waterfall below in the case of the CORE Flash and Fast Logic portfolios, (i) 15% of gross proceeds to Alliacense for settlements/licenses to the extent procured by Alliacense, and (ii) the requisite contractual payment to any inventor, other than as set forth herein, and the remainder shall be divided and paid as follows: (iii) 80% to TPL for operations and payments to creditors; and (iv) 20% to the IP Owner.

A. Fast Logic **litigation proceeds** to be disbursed as follows:

- (1) Attorney's litigation expenses (est. 15%) and attorney contingency fee, (36.75%);
- (2) Thunderbird 17.5% and Alliacense 15%¹ of gross proceeds after payment of No.1 above; and
- (3) 80% retained by TPL for operations and payments to creditors and 20% to Leckrone.

B. Fast Logic non-litigation proceeds:

- (1) Expenses 15%;
- (2) Contingency atty: 10.5%;
- (3) Thunderbird 17.5% and Alliacense 15%² of gross proceeds after payment after payment of No. 1 and 2 above; and
- (4) 80% retained by TPL for operations and payments to creditors and 20% to Leckrone.

C. Core Flash litigation proceeds:

¹ To the extent the license is procured by Alliacense

² To the extent the license is procured by Alliacense

- (1) Litigation expenses (est. 15%) and contingency fee (32%) and Alliacense (15%) of gross proceeds to the extent that the license is procured by Alliacense; and
- (2) 80% retained by TPL for operations and payments to creditors and 20% to Leckrone.

D. Core Flash non-litigation proceeds:

- (1) Expenses 15%;
- (2) Contingency atty: 5.7%;
- (3) Alliacense: 15% of gross proceeds to the extent that the license is procured by Alliacense; and
- (4) 80% retained by TPL for operations and payments to creditors and 20% to Leckrone.

The foregoing is subject in every respect to (1) the actual terms of the litigation contingency fee agreements, which have variable percentages³ based on progress of the litigation and the identification of the licensee as a defendant or non-defendant, and (2) the actual terms of the agreement with Thunderbird Technologies. In the exercise of its business judgment, commencing upon the Effective Date, TPL may fund and maintain a working capital reserve in an amount deemed necessary by the CEO, with the advice and consent of the TPL Board. Distributions to creditors will be paid solely from proceeds remaining after all operational expenses are paid, and the working capital reserve is funded according to the terms of the joint plan.

EXHIBIT D

To all existing licensees of the ____
Portfolio, including those referenced
in Exhibit A hereto (collectively, the
“____Licensees”):

Re: Non-Disturbance Agreement Relating to Existing Intellectual Property Licenses
(the “Agreement”)

In an effort to advance the progress of Chapter 11 case No. 13-51589-SLJ filed on March 20, 2013 (the “Bankruptcy Case”) of Technology Properties Limited, LLC (“TPL”) pending in the United States Bankruptcy Court for the Northern District of California (San Jose Division) (the “Court”) and to address the concerns expressed by certain ____ Licensees therein, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned irrevocably and unconditionally represents, warrants and agrees as follows:

1. ***Survival of Existing Protected Licenses.*** All existing licenses to the ____ Portfolio (the “____Portfolio”) granted by TPL and ____ (collectively, the “Protected Licenses”) are, and shall survive the effective date of any confirmed plan of reorganization as, valid, binding and enforceable against the undersigned, its successors and assigns in accordance with their terms in all possible circumstances and situations, to the same extent as that which existed prior to the filing of the Bankruptcy Case. The undersigned do not dispute, challenge or contest the legal or factual basis for the prior sentence.

2. ***No Expansion of Rights.*** The Protected License rights and obligations shall not be expanded from that which existed prior to the filing of the Bankruptcy Case. Nothing herein shall expand or change the scope of any Protected License or to allow any transfer of any right or interest under any Protected License beyond what is permitted by such Protected License.

3. ***No Adverse Effect of Bankruptcy or “Ride Through.”*** Without limiting the generality of Paragraph 1 above, the Protected Licenses shall remain valid and enforceable in accordance with their express terms, regardless of any developments in the Bankruptcy Case, TPL’s reorganization or its exit from chapter 11, whether or not such developments or events are foreseeable or within any party’s control, as if the ____ Licensees were beneficiaries of the Protected Licenses as direct licenses from the undersigned on the same terms thereof, but without imposing any affirmative obligations on the undersigned, except the obligation not to disturb the quiet enjoyment of the Protected Licenses by the ____ Licensees. For the avoidance of doubt, if any commercialization agreement, license or other agreements between the undersigned and TPL relating to the Protected Licenses (the “Related Licenses”) are, or at any time become, in default (whether or not such default is noticed or stayed), terminated, or rejected under 11 U.S.C. § 365 or otherwise, such default, termination or rejection shall not terminate, prejudice, impair or otherwise affect the Protected License(s).

4. ***Authority to Execute.*** The undersigned is the owner of and/or licensor of patents and/or other intellectual property in the ____ Portfolio, referenced in filings in the Bankruptcy

Case, and some or all of which intellectual property is also licensed to ____ Licensees in accordance with the Protected Licenses. The undersigned has been duly authorized to execute this Agreement as a valid, binding and enforceable Agreement, on which the ____ Licensees may fully rely.

5. ***Entire Agreement and Binding Effect.*** This Agreement is unconditional and irrevocable and contains the entire agreement of the parties with respect to the subject matter contained herein. This Agreement shall bind the undersigned and its successors and assigns, and shall estop, enjoin, and bar the undersigned and their successors and assigns from (i) making any claim that the rights, interests or defenses existing under the Protected Licenses have been or may be in the future modified, adversely affected or terminated as a result of any noncompliance or any bankruptcy-related event, act, omission or alleged default (whether or not such default is noticed or stayed) by TPL under any of the Related Licenses occurring on or before the Effective Date of any confirmed plan of reorganization or arising from any term of such plan; (ii) suing to invalidate the Protected Licenses or taking action to disrupt or challenge the enforceability of the Protected Licenses based on TPL's bankruptcy or reorganization and (iii) arguing that any ____ Licensee is not a licensee in the ordinary course of business, as such term is used in Section 9-321 of the Uniform Commercial Code, or that any grant of rights to such party is subject to the undersigned's security interest, if any.

6. ***Resolution of Objections.***

(a) Each undersigned licensee, severally for itself and not jointly, confirm that this Agreement, together with the negotiated language attached hereto as *Exhibit A*, to be included in TPL's final plan of reorganization and corresponding confirmation order, combine to resolve licensees' objections¹ with respect to TPL's current plan of reorganization treatment of the licenses, *provided that* the acknowledgement in this sentence is conditional on:

(i) there being no direct or indirect revisions to the ultimately applicable plan of reorganization, any agreement or other document ultimately incorporated into or pursuant to that plan, or the final plan confirmation order, that diminish or otherwise adversely affect any licensee rights, interests, defenses or protections, whether by amendments, substitutions, replacements, reinterpretations, or other actions with any such adverse consequences to licensees, or create any burden, prejudice or obligation on any license or licensee;

(ii) the final plan confirmation order provides the required protections for the licenses and the licensees' rights, interests, and protections, and

(iii) nothing is said or done on the court record that could have any such effects described in subparagraph (i) above.

(b) For the avoidance of doubt, if the licensees retain their bargained for treatment set forth herein and in *Exhibit A*, then there is no cause for further licensee objections. However, if adverse changes occur, then licensees can object or otherwise react to them as such licensees deem appropriate without being prejudiced by this paragraph 6.

¹ [FN citing specific objection docket entries].

TECHNOLOGY PROPERTIES LIMITED LLC

By: _____
Swamy Venkidu, Chief Executive Officer

[INSERT PORTFOLIO LICENSOR SIGNATURE
BLOCKS]

[INSERT OBJECTING LICENSEE SIGNATURE
BLOCKS]

EXHIBIT A

EXHIBIT E

MUTUAL RELEASE AGREEMENT

THIS MUTUAL RELEASE AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of September, 2014 (the “**Execution Date**”), by and among Chester A. Brown, Jr. and Marcie Brown, the Estate of James V. Kirkendall, Todd Kirkendall and C. Alan Marsh, (collectively, the “**Non-Insider 13%ers**”), on the one hand, and Dwayne Hannah, Mike Davis, Robert Neilson, Susan Anhalt, Daniel (“Mac”) McNary Leckrone, Daniel E. Leckrone, Janet Neal, Nick Antonopoulos, Interconnect Portfolio LLC, John C. Leckrone, Alliacense Limited, LLC, Eric Saunders, Michael Montvelishky, William Martin, and, with the exception of TPL (as defined below), any and all entities wholly-owned or partially owned by Leckrone, the Leckrone Family Trust and [other specific entity names to be inserted] (collectively, the “**TPL Insiders**”) on the other hand. Each of the parties identified above is referred to in this Agreement as a “**Party**,” and all of the parties identified above are collectively referred to in this Agreement as the “**Parties**.”

RECITALS

A. On March 20, 2013, Technology Properties Limited, LLC (the “**Debtor**” or “**TPL**”) filed a voluntary petition under chapter 11 of the United States Bankruptcy Code (the “**Bankruptcy Code**”), commencing a bankruptcy case proceeding in the Northern District of California Bankruptcy Court, San Jose Division, styled *In re Technology Properties Limited LLC, fka Technology Properties Limited Inc., A California Corporation, fka Technology Properties Limited, A California Corporation; Case No. 13-51589-SLJ-11* (the “**Bankruptcy Case**”). The Debtor remains a debtor in possession pursuant to relevant provisions of the Bankruptcy Code.

B. On September 4, 2014, the Debtor and the Official Committee of Unsecured Creditors appointed in the Debtor’s bankruptcy case (the “**Committee**”) filed the Joint Plan of Reorganization by Official Committee of Unsecured Creditors and Debtor (Dated September 4, 2014) (the “**Plan**”).

C. During 2003 and 2004, TPL entered into certain agreements (each, an “**Assignment Agreement**” and collectively, the “**Assignment Agreements**”) with each of the Non-Insider 13%ers pursuant to which TPL agreed to assign a percentage interest in gross proceeds received by TPL from the commercialization of certain patent portfolios.

D. Based on TPL’s alleged breach of their Assignment Agreement, Chester A. Brown, Jr. and Marcie Brown (together, the “**Browns**”) commenced an action in the Santa Clara County Superior Court entitled *Brown v. TPL*, Case No. 1-09-CV -159452, during which the Santa Clara County Superior Court entered a judgment against TPL in June 2013 (the “**Brown Judgment**”). TPL has filed an appeal of the Brown Judgment which is currently pending in the in the Court Of Appeal Of The State Of California, Sixth Appellate District (the “**Brown/TPL Appeal**”). .

E. The TPL Insiders each are individuals or entities that are or were in some manner affiliated with, controlled by, employed by, or otherwise related to the Debtor.

F. Each of the Non-Insider 13%ers contends that TPL breached her/his/its respective Assignment Agreements due to its failure or refusal to turnover proceeds in accordance with the terms of such Assignment Agreement. Accordingly, each of the Non-Insider 13%ers has filed a

claim in the Bankruptcy Case based on such alleged breach, and, with respect to the Browns, based on the Brown Judgment.

G. Each of the Non-Insider 13%ers also contends that since the date of consummation of each of their respective Assignment Agreements, TPL has engaged in schemes to defraud its creditors including, without limitation, schemes to divert funds from TPL to the TPL Insiders, and that they may possess, among other claims and causes of action, claims and causes of action against the TPL Insiders based on such schemes and on the obligations under the Assignment Agreements (collectively, the “**Non-Insider 13%er Claims**”).

H. Each of the TPL Insiders fully denies that they have engaged or been involved in any way in any schemes to defraud TPL’s creditors or to divert funds from TPL.

I. Under the Plan, certain claimants who affirmatively vote to accept the Plan, do not object to the confirmation of the Plan, and release any claims they may have against the TPL Insiders are afforded certain treatment under the Plan.

J. In connection with the Plan, the Parties desire to resolve all issues and any potential liability that may have been incurred or will be incurred in connection with the Assignment Agreements, the Non-Insider 13%er Claims and the matters set forth above; therefore, the Parties have agreed upon a full and final resolution and release of claims against one another, on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, agreements, and obligations of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending legally to be bound, hereby agree as follows:

1. Recitals. Each of Recitals A through J above is incorporated into and is made a part of this Agreement. Each Party represents and warrants to each other Party that each Recital is true and accurate.

2. Effective Date. This Agreement is expressly conditioned on the confirmation of the Plan by the Bankruptcy Court and shall be effective only on the date on which an order is entered by the Bankruptcy Court confirming the Plan and no stay of such order is in effect, including a stay pending appeal (the “**Effective Date**”).

3. Mutual Release Of Claims.

3.1 Non-Insider 13%ers Release of Claims. In consideration of the treatment accorded under the Plan and except as otherwise provided in the Plan, on the Effective Date, each of the Non-Insider 13%ers, on behalf of herself/himself/itself and her/his/its successors in interest, beneficiaries, heirs, assigns, agents, attorneys, and representatives, hereby releases and forever discharges all of the TPL Insiders, their successors in interest, beneficiaries, heirs, assigns, attorneys, agents, representatives, and insurers, from any and all Released Claims (as defined in Section 3.3) that she/he/it may now have or may ever have against,

arising from, or related to, either directly or indirectly, to (i) the Assignment Agreement, (ii) the Non-Insider 13%er Claims, (iii) any agreement or alleged agreement which relates or refers to the Debtor, including, without limitation, any assignment or investment agreement to which the Debtor or any TPL Insider is or is alleged to be a party, (iv) any claim or pending or threatened action or legal proceeding which any Non-Insider 13%er may assert or possess against or involving the Debtor or any TPL Insider, and/or (v) any claim, demand, duty, or obligation arising from or related to any of the foregoing (collectively, the “**Non-Insider 13%er Released Claims**”). To the extent any lawsuit is now pending against any of the TPL Insiders, each Non-Insider 13%er who is a prosecuting party to such lawsuit shall promptly cause a dismissal with prejudice to be filed as to any TPL Insider who is a defending party to such lawsuit.

2.2 TPL Insiders’ Release of Claims. In consideration of the treatment accorded under the Plan and except as otherwise provided in the Plan, on the Effective Date, each of the TPL Insiders, on behalf of herself/himself/itself and her/his/its successors in interest, beneficiaries, heirs, assigns, agents, attorneys, and representatives, hereby releases and forever discharges all of the Non-Insider 13%ers, their successors in interest, beneficiaries, heirs, assigns, attorneys, agents, representatives, and insurers, from any and all Released Claims (as defined in Section 3.3) that she/he/it may now have or may ever have against, arising from, or related to, either directly or indirectly, to (i) the Assignment Agreement, (ii) the Non-Insider 13%er Claims, (iii) any agreement or alleged agreement which relates or refers to the Debtor, including, without limitation, any assignment or investment agreement, to which the Debtor or any TPL Insider is or is alleged to be a party, (iv) any claim or pending or threatened action or legal proceeding against or involving the Debtor or any TPL Insider, and/or (v) any claim, demand, duty, or obligation arising from or related to any of the foregoing (collectively, the “**TPL Insiders’ Released Claims**”). To the extent any lawsuit is now pending against any of the Non-Insider 13%ers, each TPL Insider who is a prosecuting party to such lawsuit shall promptly cause a dismissal with prejudice to be filed as to any Non-Insider 13%er who is a defending party to such lawsuit.

3.3 As used in this Agreement, “**Released Claims**” means any and all actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, promises, warranties, guarantees, representations, judgments, claims, liabilities, losses, obligations, torts, damages, liens, costs, expenses (including, without limitation, reasonable attorneys’ fees and costs), and demands whatsoever, at law or in equity, whether past, present, or future, or known or unknown, or foreseen or unforeseen, or direct or indirect, or fixed or contingent.

3.4 No Previous Assignment of Claims. Each Non-Insider 13%er represents and warrants to the TPL Insiders that she/he/it has not previously assigned, in whole or in part, to any person or entity, any of her/his/its right, title, or interest in or to any of the Non-Insider 13%er’s Released Claims. Each TPL Insider represents and warrants to the Non-Insider 13%ers that she/he/it has not previously assigned, in whole or in part, to any person or entity, any of her/his/its right, title, or interest in or to any of the TPL Insiders’ Released Claims.

3.5 Release of Unknown Claims. Each of the Parties hereby acknowledges and knowingly, freely, and voluntarily waives the benefits of California Civil Code Section 1542, and all analogous provisions, codes, and/or statutes under state and/or federal law. California Civil Code Section 1542 provides:

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.

4. Covenant Not To Sue. Each Party covenants and agrees she/he/it will forever refrain and forebear from commencing, instituting or prosecuting any lawsuit, action, or other proceeding against any other Party, directly or indirectly, arising out of, or in connection with any Released Claim released pursuant to Section 3 above, and further covenants and agrees that on and after the effective date of the Agreement, this Agreement will be a bar to any such claim, action, suit, or proceeding.

5. Integration Clause. This Agreement will be binding upon the Parties and their respective successors and assigns. No change or amendment to this Agreement will be effective unless it is contained in a single document that all of the Parties sign. Failure to insist upon strict compliance with any term or provision of this Agreement by any of the Parties will not be deemed to constitute a waiver by such Party of any of her/his/its rights upon a subsequent act or failure to act. Each Party acknowledges and agrees that in the event of any subsequent litigation, arbitration proceeding, controversy, or dispute concerning this Agreement, none of them will be permitted to offer or introduce into evidence any oral testimony concerning any oral promises or oral agreements between or among them or their respective attorneys or other representatives that contradict the terms of this Agreement. Each Party represents and warrants to the other Parties that prior to executing this Agreement: (a) except as specifically contained in the Agreement, she/he/it did not rely upon anything stated or not stated by any other Party or any of her/his/its respective agents, employees, members, officers, or other representatives in deciding to enter into the Agreement, and (b) no agent, employee, member, officer, or other representative of any Party was authorized to make, and no Party relied upon, any statement or representation other than those specifically contained in this Agreement.

6. Construction. Each of the Parties has been represented by independent counsel in the negotiation and preparation of this Agreement. This Agreement will be construed according to the fair meaning of its language. Each Party hereby waives any and all rights it has or may have at law or in equity to object to or defend against the enforcement of this Agreement after the Effective Date, whether on the basis of course of conduct, lack of consideration, lack of authorization, illegality, invalidity, change of circumstances, supervening causes, necessary implications, or otherwise. This Agreement will be liberally construed so as to carry out the Parties' intent. Any terms not defined in this Agreement shall have the meaning ascribed to them by the Plan.

7. Power, Authority, and Enforceability. Each of the Parties represents and warrants to each of the other Parties that (a) she/he/it has full power, authority, and legal right to execute, deliver, and perform her/his/its respective obligations under this Agreement; (b) all actions of such Party that are necessary or appropriate for the execution and delivery of and performance of this

Agreement have been taken; and (c) this Agreement constitutes the valid and legally binding obligation of such Party, enforceable against she/he/it in accordance with its terms.

8. No Admissions. This Agreement is intended to settle and dispose of any and all claims, defenses and interests related to the matters that are the subject of this Agreement; provided, however, that nothing herein will be construed as an admission by any Party of any liability of any kind to any other Party.

9. Choice of Law And Venue. The laws of the State of California and of Chapter 11 of Title 11 of the U.S. Code will govern this Agreement.

10. Continuing Jurisdiction of Bankruptcy Court. The Bankruptcy Court will have exclusive jurisdiction to determine as a core proceeding any dispute or controversy with respect to the interpretation or enforcement of this Agreement.

11. Attorneys' Fees. The Parties hereto will be responsible for their respective attorneys' fees, expenses, and costs incurred by them through the date of this Agreement.

12. Successors and Assigns. This Agreement inures to the benefit of and binds the Parties and each of their successors and assigns, including any bankruptcy trustee. No Party may assign any of its respective rights or obligations under this Agreement without the prior written consent of the other Parties.

13. No Third Party Beneficiaries. Except as specifically provided in this Agreement, (a) the rights and benefits of this Agreement will not inure to the benefit of any party, person, or entity that is not a Party, and (b) nothing contained in this Agreement will be construed to create any rights, claims, or causes of action in favor of any third party or any other person or entity against any Party.

14. Execution of Additional Documents. The Parties agree to execute and deliver any and all additional papers, documents, instruments, and other assurances, and will do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the Parties.

15. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original as against the Party whose "ink original," facsimile, or electronic signature appears thereon, and all of such counterparts will together constitute one and the same instrument. Electronic and facsimile signatures will be effective for all purposes.

16. Titles and Captions. The Parties have inserted the section titles in this Agreement only as a matter of convenience and for reference. The section titles in no way define, limit, extend, or describe the scope of this Agreement or the intent of the Parties in including any particular provision in this Agreement.

17. Gender; Number. Words used in this Agreement, regardless of the number or gender specifically used, will be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

18. Informed Review. Each Party acknowledges and represents to each of the other Parties that: (a) the provisions of this Agreement and their legal effect have been fully explained to she/he/it by its own counsel; (b) she/he/it has received independent legal advice from counsel of her/his/its own selection in the negotiation of the terms and the preparation and execution of this Agreement, and she/he/it has relied solely on the advice and instruction of her/his/its own attorney, who has had the opportunity to review and analyze the Agreement for a reasonable period of time prior to its execution by such Party; (c) she/he/it fully understands the facts and has been fully informed of her/his/its legal rights and obligations under this Agreement; (d) this Agreement is being entered into and signed by she/he/it knowingly, freely, and voluntarily, after having received such legal advice and with such knowledge, and she/he/it is entering into this Agreement with the conviction that it is a fair agreement and that it represents an equitable compromise of the competing interests of the Parties and that, in addition, it was prepared and executed without fraud, duress, undue influence, or coercion of any kind exerted by any of the other Parties.

[Remainder of page left blank intentionally.]

19. BY EXECUTING THIS AGREEMENT, EACH PARTY ACKNOWLEDGES AND REPRESENTS TO EACH OF THE OTHER PARTIES THAT SHE/HE/IT HAS READ THE ENTIRE AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Execution Date.