

1
2 Heinz Binder (SBN 87908)
3 Robert G. Harris (SBN 124678)
4 BINDER & MALTER, LLP
5 2775 Park Avenue
6 Santa Clara, CA 95050
7 Tel: (408) 295-1700
8 Fax: (408) 295-1531
9 Email: Heinz@bindermalter.com
10 Email: Rob@bindermalter.com

11 Attorneys for Debtor and Debtor-in-Possession
12 TECHNOLOGY PROPERTIES LIMITED LLC

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

In re:	Case number 13- 51589SLJ
TECHNOLOGY PROPERTIES LIMITED, LLC, a California limited liability company	Chapter 11
Debtor.	

IP SIDE LETTER

TO: Parties in Interest

Attached please find copies of the IP Side Letter contemplated by Article XIV G of the confirmed Plan of Reorganization with respect to all existing licenses to the Moore Microprocessor Portfolio granted by Technology Properties Limited LLC, Patriot Scientific Corporation, and Phoenix Digital Solutions.

Dated: August 27, 2015

BINDER & MALTER, LLP

By: /s/ Robert G. Harris
Robert G. Harris

Attorneys for Debtor and Debtor-in-possession
TECHNOLOGY PROPERTIES LIMITED LLC

March 20, 2014

To all existing licensees of the MMP Portfolio, including those referenced in Exhibit A hereto (collectively, the "MMP 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 MMP Licensees therein, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned irrevocably and unconditionally represent, warrant and agree as follows:

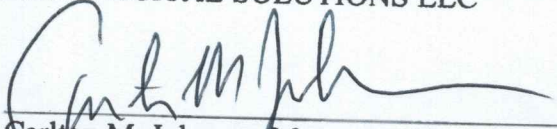
1. ***Survival of Existing Protected Licenses.*** All existing licenses to the Moore Microprocessor Portfolio (the "MMP Portfolio") granted by TPL, Patriot Scientific Corporation ("PTSC") or Phoenix Digital Solutions ("PDS") (collectively, the "Protected Licenses") are, and shall survive the effective date of any confirmed plan of reorganization, as valid, binding and enforceable against the undersigned, their 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 MMP 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 MMP Licensees. For the avoidance of doubt, if any commercialization agreement, license or other agreement 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).

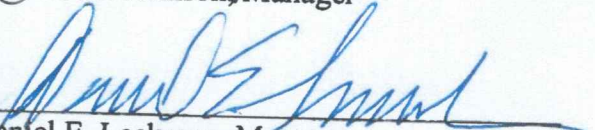
4. **Authority to Execute.** The undersigned are the owners of and/or licensor of patents and/or other intellectual property in the MMP Portfolio, referenced in filings in the Bankruptcy Case, and some or all of which intellectual property is also licensed to MMP Licensees in accordance with the Protected Licenses. The undersigned has been duly authorized to execute this Agreement as a valid, binding and enforceable Agreement, on which the MMP 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 MMP 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.

[signatures on following page]

PHOENIX DIGITAL SOLUTIONS LLC

By: 
Carlton M. Johnson, Manager

By: 
Daniel E. Leckrone, Manager

TECHNOLOGY PROPERTIES LIMITED LLC

By: 
Daniel E. Leckrone, Manager

PATRIOT SCIENTIFIC CORPORATION

By: 
Carlton M. Johnson, Director

CHARLES H. MOORE

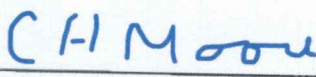
By: 
Charles H. Moore

EXHIBIT A - MMP LICENSEES

MMP Licensees

Abbott Laboratories
ADC Telecommunications, Inc.
Advanced Medical Optics, Inc.
AGCO Corporation
Agilent Technologies, Inc.
Alcon, Inc.
Alpine Electronics, Inc.
Apple Inc.
Arcelik AS
Ascom Holding AG
ASUSTeK Computer, Inc.
Audiovox Corporation
Blue Coat Systems, Inc.
Brocade Communications Systems, Inc.
Bull
Cardiac Science Corporation
Casio Computer Co., Ltd.
Caterpillar Inc.
Citizen Holdings Co., Ltd.
Cummins Inc.
Cymer, Inc.
Daewoo Electronics Corporation
Datalogic IP Tech S.R.L.
Deere & Company
Denso Wave Incorporated
DMP Electronics Inc.
Dresser, Inc.
Emerson Radio Corporation
Extreme Networks, Inc.
F. Hoffmann-La Roche Ltd., Roche Holding Ltd.
Force 10 Networks, Inc.
Ford Motor Company
Fujitsu Limited, Fujitsu Ten Limited, Fujitsu General Limited
Funai Electric Co., Ltd.
General Dynamics Corporation
General Electric Company
Gerber Scientific Inc.
GreenArrays Inc.
GTECH Corporation, Lottomatica S.p.A.
Harman International Industries, Incorporated
Hewlett-Packard Company
Hoya Corporation
HUMAX Co. Ltd
Hyundai Mobis Co., Ltd.
Intel Corporation
IXIA
JVC, JVC Americas Corporation, Victor Company of Japan, Limited
JVC KENWOOD Corporation
Koninklijke Philips Electronics N.V.
Kyocera Corporation
Lego A/S
Leica Camera AG
Lexmark International, Inc.
Lite-On IT Corporation

EXHIBIT A - MMP LICENSEES

MMP Licensees

Mattel, Inc.
MEI Systems, Matsushita Electric Industrial Co., Ltd., Panasonic Corporation of North America
Melco Holdings Inc.
Motorola Mobility Holdings, Inc., Motorola Mobility, Inc.
Motorola, Inc.
NEC Corporation
NEC Electronics Corporation
Nikon Corporation
Nokia Corporation
Olympus Corporation
Onkyo Corporation
Optoma Technology, Inc., Coretronic Corporation
Oracle Corporation
Pantech Co., Ltd.
Pentair, Inc.
Psion Teklogix Inc.
Research In Motion Ltd.
Respironics, Inc. - Philips
Robert Bosch GMBH
Rockwell Automation, Inc.
Roland Corporation
Rolls-Royce PLC
Roper Industries, Inc.
Samsung Electronics Co., Ltd.
SanDisk Corporation
SANYO Electric Co., Ltd.
Schneider Electric Industries SAS, Eaton Corporation, Schneider Electric SA
Seiko Epson Corporation
Sharp Corporation
Sierra Wireless, Inc.
Silicon Graphics International Corp.
Sirius XM Radio Inc.
Smith & Nephew, Inc.
Sony Corporation
Stryker Corporation
TEAC Corporation
Textron Inc.
The DIRECTV Group, Inc.
The Walt Disney Company
Tokyo Electron Limited
Toshiba Corporation
TPV Technology Limited
Tyco Electronics Corporation, TE Connectivity, Ltd.
Tyco International Management Company, LLC
Unisys Corporation
United Technologies Corporation
Varian Medical Systems, Inc.
Verigy (Singapore) Pte., Ltd., Verigy Ltd.
VTech Holdings Limited
WMS Gaming, Inc., WMS Industries, Inc.