

ASSIGNMENT OF OFFICE BUILDING LEASE
TWO CIRCLE STAR WAY, SAN CARLOS, CALIFORNIA

This Assignment of Office Building Lease (this "Assignment") is entered into on this 21st day of February 2014 by and between Starburst I, Inc., a corporation organized under the laws of the State of Delaware (the "Assignor") and SB U.S. LLC, a limited liability company formed under the laws of the State of Delaware (the "Assignee"). All capitalized terms used herein, and not otherwise defined, shall have the meanings ascribed to such terms in the Office Building Lease by and between the County of San Mateo (the "Landlord") and the Assignor dated August 1, 2013 concerning the lease of Two Circle Star Way, San Carlos, California (the "Lease").

WHEREAS, the Assignor is the Tenant under the Lease concerning the Building and Premises;

WHEREAS, the Assignor, for full and valuable consideration, desires to assign and transfer all of its rights, benefits and obligations as a Tenant under the Lease to Assignee, effective March 14, 2014 (the "Effective Date");

WHEREAS, both the Assignor and the Assignee have previously approved such assignment of the Lease;

WHEREAS, Section 16.1 of the Lease provides that Assignor may assign the Lease to any Tenant's Affiliate without obtaining the consent of the Landlord by giving certain notice as described therein; and

WHEREAS, Assignee is a Tenant's Affiliate of Assignor.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and accuracy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Lease. The Assignor hereby, as of the Effective Date, and for full and valuable consideration, assigns, transfers and otherwise conveys all of its rights, benefits and obligations under the Lease to the Assignee; and the Assignee hereby, as of the Effective Date, hereby accepts such assignment, transfer and conveyance and agrees to be the Tenant under the Lease as of such date.


2. No Waivers or Amendments. Other than the specific provisions of this Assignment, all other terms and provisions of the Lease shall remain in full force and effect.

3. Miscellaneous. This Assignment shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware.

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

ASSIGNOR:

STARBURST I, INC.

By: 
Name: Steven J. Murray
Title: Secretary and Treasurer

ASSIGNEE:

SB U.S. LLC

By: _____
Name: Kabir Misra
Title: Chief Executive Officer

THIS ASSIGNMENT MAY BE EXECUTED IN COUNTERPARTS

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

ASSIGNOR:

STARBURST I, INC.

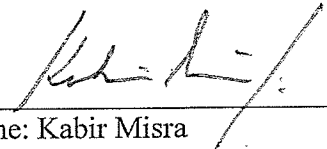
By: _____

Name: Steven J. Murray

Title: Secretary and Treasurer

ASSIGNEE:

SB U.S. LLC

By:  _____

Name: Kabir Misra

Title: Chief Executive Officer

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