

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
QRG Limited		07/31/2009	a company incorporated and registered in England and Wales:

**RECEIVING PARTY DATA**

Name:	Atmel Switzerland SARL
Street Address:	Rte des Arsenaux 41
City:	CH 1705 Fribourg
State/Country:	SWITZERLAND
Entity Type:	CORPORATION: SWITZERLAND

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	3552071	QTOUCH
Registration Number:	3552072	QWHEEL
Registration Number:	3552073	QSLIDE
Registration Number:	3490842	ADJACENT KEY SUPPRESSION
Registration Number:	3578043	PHILIPP SPRING
Registration Number:	3486628	THE CHARGE-TRANSFER COMPANY
Serial Number:	78901191	QPROX
Serial Number:	78901198	QMATRIX
Serial Number:	78901188	AKS
Serial Number:	78901185	THE NEW VISION OF TOUCH
Serial Number:	77200459	QT
Serial Number:	77356981	QNAV
Serial Number:	77602139	QTWO
Serial Number:	77602148	TWO TOUCH

**TRADEMARK**

**900140361**

**REEL: 004038 FRAME: 0739**

**CH \$365.00 3552071**

CORRESPONDENCE DATA

Fax Number: (949)567-6710  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 415 773 5700  
Email: kmoore@orrick.com  
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Address Line 2: Suite 1600  
Address Line 4: Irvine, CALIFORNIA 92614-2558

ATTORNEY DOCKET NUMBER:	6762-6018
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DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Chelseaa E.L. Bush
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Signature:	/Chelseaa E.L. Bush/
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Date:	08/06/2009
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Total Attachments: 9

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DATED July 31, 2009

- (1) QRG LIMITED
- (2) ATMEL SWITZERLAND SARL

**ASSIGNMENT OF TRADE MARK RIGHTS**

**LG**

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28/07/2009

**TRADEMARK**  
**REEL: 004038 FRAME: 0742**

**BETWEEN:**

- (1) **QRG LIMITED**, a company incorporated and registered in England and Wales with company number 3540505 whose registered office is c/o Rothman Pantall & Co, 10 Romsey Road, Eastleigh, Hampshire, SO50 9AL ("QRG"); and
- (2) **ATMEL SWITZERLAND SARL**, a company incorporated and registered in Switzerland with company number 0545/2000, whose registered office is at Rte des Arsenaux 41, CH 1705 Fribourg, Switzerland ("Atmel Switzerland").

**RECITALS:**

- (A) QRG is the proprietor of the applications for, and registrations of, the trade mark rights and related rights attaching thereto as set out in Schedule 1 (the "Registered Trade Marks").
- (B) QRG is the proprietor of certain unregistered trade marks and the related rights attaching thereto as set out in Schedule 2 ("Unregistered Trade Marks").
- (C) By a sale and purchase agreement dated 3 February 2009 ("Effective Date") between QRG and Atmel Switzerland (the "Main Agreement"), QRG agreed to assign to Atmel Switzerland with effect from the Effective Date the Registered Trade Marks and Unregistered Trade Marks on the terms set out below.

**IT IS AGREED** as follows:

**1. ASSIGNMENT**

- 1.1 Pursuant to and for the consideration set out in the Main Agreement, QRG assigns to Atmel Switzerland with effect from the Effective Date the following rights:
  - 1.1.1 the Registered Trade Marks
  - 1.1.2 the Unregistered Trade Marks;
  - 1.1.3 all trade, service, business and/or domain names incorporating any of the Registered Trade Marks or Unregistered Trade Marks;
  - 1.1.4 all goodwill attaching to the Registered Trade Marks and the Unregistered Trade Marks;
  - 1.1.5 the exclusive right for Atmel Switzerland and its successors and assignees to carry on QRG's business under the Unregistered Trade Marks, to represent itself as carrying on such business in succession to QRG and to sue for passing off and/or unfair competition; and
  - 1.1.6 the right to sue for damages and other remedies for any infringement of any of the rights listed in this clause 1.1 which occurred prior to the date of this assignment.

**2. PROCEEDINGS**

QRG agrees and undertakes to provide to Atmel Switzerland (at its request) all reasonable assistance with any proceedings which may be brought by or against Atmel Switzerland against or by any third party relating to the rights assigned by this agreement.

**3. WARRANTIES**

QRG warrants that, save for any outstanding objections or oppositions in respect of pending applications for the Registered Trade Marks at the date of this agreement, it has full title to the Registered Trade Marks.

**4. FURTHER ASSURANCE**

QRG shall at the cost and expense of Atmel Switzerland do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as Atmel Switzerland may from time to time reasonably require in order to give Atmel Switzerland the full benefit of this agreement, whether in connection with any registration of title or other similar right or otherwise.

**5. GOVERNING LAW AND JURISDICTION**

- 5.1 This agreement is governed by and shall be construed in accordance with the laws of England and Wales.
- 5.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this agreement.

AS WITNESS the hands of the parties on the day and the year first stated above.

## SCHEDULE 1 REGISTERED TRADE MARKS

## PART 1 - REGISTERED TRADE MARKS

Trade mark	Jurisdiction	Registration number	Classes
QUANTUM RESEARCH GROUP AND LOGO	European Community (CTM)	005144381	9, 42
QUANTUM RESEARCH GROUP AND LOGO	United Kingdom	2424813	9, 42
QPROX	European Community (CTM)	005144233	9, 42
QTOUCH	European Community (CTM)	005144613	9
QTOUCH	United States of America	3,552,071	9
QWHEEL	European Community (CTM)	005144514	9
QWHEEL	United States of America	3,552,072	9
QFIELD	European Community (CTM)	005144456	9
QSLIDE	European Community (CTM)	005145453	9
QSLIDE	United States of America	3,552,073	9
AKS	European Community (CTM)	005146196	9
ADJACENT KEY SUPPRESSION	United States of America	3,490,842	9 in Supplemental Register
ADJACENT KEY SUPPRESSION	European Community (CTM)	005146139	9
THE NEW VISION OF TOUCH	European Community (CTM)	005146089	9, 42
PHILIPP SPRING	European Community (CTM)	005144928	6, 7, 9
CAPSENSE	European Community (CTM)	005144531	9, 42

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Trade mark	Jurisdiction	Registration number	Classes
CAPSENSE	United Kingdom	2424793	9, 42
PHILIPP SPRING	United States of America	3578043	6,7,9
THE CHARGE TRANSFER COMPANY	European Community (CTM)	005606066	9, 42
THE CHARGE TRANSFER COMPANY	United States of America	3,486,628	9, 42 in Supplemental Register
CAPTOUCH	European Community (CTM)	006520845	9, 42
QNAV	European Community (CTM)	006555205	9
QRG	European Community (CTM)	006555213	9, 42

#### PART 2 - TRADE MARK APPLICATIONS

Trade mark	Jurisdiction	Application number	Classes
QUANTUM RESEARCH GROUP AND LOGO	United States of America	78/901,203	9, 42
QPROX	United States of America	78/901,191	9, 42
QMATRIX	European Community (CTM)	005144712	9
QMATRIX	United States of America	78/901,198	9
QFIELD	United States of America	78/901,195	9
AKS	United States of America	78/901,188	9
THE NEW VISION OF TOUCH	United States of America	78/901,185	9, 42
QT	European Community (CTM)	005606074	9

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Trade mark	Jurisdiction	Application number	Classes
QT	United States of America	77/200,459	9
CAPTOUCH	United States of America	77/347,772	9, 42
QNAV	United States of America	77/356,981	9
QTWO	European Community (CTM)	006743306	9, 42
QTWO	United States of America	77/602,139	9, 42
TWO TOUCH	European Community (CTM)	006743199	9, 42
TWO TOUCH	United States of America	77/602,148	9, 42
DUAL TOUCH	European Community (CTM)	006743058	9, 42

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**SCHEDULE 2 UNREGISTERED TRADE MARKS**

1. **HeartBeat™**
2. **QView™**
3. **QLevel™**
4. **QWinView™**
5. **QMBtn™**
6. **QStamp™**
7. **QSense™**
8. **QMagic™**

28/07/2009

**TRADEMARK**  
**REEL: 004038 FRAME: 0748**

Signed for and on behalf of  
**QRG LIMITED** by its  
duly authorised representative

*P. Reutens*  
.....  
Director  
Print name *Patrick Reutens*.....

Signed for and on behalf of  
**ATEL SWITZERLAND SARL** by its  
duly authorised representative

*[Signature]*  
.....  
Director  
Print name *Steve Laub*.....

28/07/2009