

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
Nvelo, Inc.		10/27/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cadence Design Systems, Inc.		
Street Address:	2655 Seely Avenue		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95134		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77860979	FLASHPOINT	
CORRESPONDENCE DATA			
Fax Number:	(877)769-7945		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6508395070		
Email:	tmdoctc@fr.com		
Correspondent Name:	Lisa Greenwald-Swire		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	24901.0001002		
NAME OF SUBMITTER:	Kimberley J. Thompson, Paralegal		
Signature:	/Kimberley J. Thompson/		
Date:	01/24/2011		

CH \$40.00 77860979

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the “**Assignment**”) is made and effective as of October 29, 2010 (the “**Effective Date**”), by and between Nvelo, Inc., a Delaware corporation (“**Assignor**”), and Cadence Design Systems, Inc., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of October 29, 2010 (the “**Asset Purchase Agreement**”) pursuant to which Assignor has agreed, subject to the conditions and in accordance with the terms therein, to sell, convey, transfer, assign and deliver to Assignee all of Assignor’s right, title and interest in and to the Purchased Assets (as defined in the Asset Purchase Agreement), including all copyrights (whether or not registered), trade secrets and other intellectual property rights (other than patents and patent applications) that are identified in Schedule 1 to this Assignment attached hereto (the “**Assigned IP**”). All capitalized terms used and not otherwise defined in this Assignment shall have the respective meanings set forth in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Subject to the terms of the Asset Purchase Agreement, Assignor hereby irrevocably and without reservation:

1.1 assigns to Assignee all of Assignor’s right, title and interest whatsoever, throughout the world, in, to and under the Assigned IP, in the case of the common law trademark rights with respect to “Flashpoint”, together with the goodwill of the business associated therewith, to have and to hold the same, unto Assignee, its successors and/or assigns, for the full duration of all such rights, and any renewals and extensions thereof;

1.2 transfers, conveys and assigns unto Assignee the entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement or misappropriation of the Assigned IP;

1.3 waives any moral rights with respect to the Assigned IP, including but not limited to rights of attribution, integrity and disclosure arising from all or any part of the copyrights included in the Assigned IP, together with all claims for damages and other remedies asserted on the basis of moral rights, and transfers, conveys and assigns unto Assignee any waivers granted to Assignor of any such moral rights, in each case, to fullest extent permitted by applicable laws;

1.4 represents and warrants as and to the extent set forth in and as limited by the Asset Purchase Agreement that Assignor has the right, title and interest in and under the Assigned IP to transfer, convey and assign such Assigned IP as set forth herein; and

1.5 agrees to execute and deliver such other documents and to take all such other actions, without any further consideration, that the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment.

2. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to its principles of conflicts of law. If any provision of this Assignment is held by a court of competent jurisdiction to be unenforceable, then such provision shall be eliminated or limited to the extent required by applicable law and this Assignment, as so modified, shall remain enforceable in accordance with its terms.

3. Conflict with Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede or modify any of the obligations, agreements, covenants or warranties of Seller or Buyer contained in the Asset Purchase Agreement. In particular and without limitation, this Assignment will not enlarge any representation or warranty, or supersede or avoid any limitations on any representations and warranties or liability set forth in the Asset Purchase Agreement. In the event that any provision of this Assignment is construed to conflict with a provision in the Asset Purchase Agreement, the provision in the Asset Purchase Agreement shall be deemed to be controlling.

4. Counterparts. This Assignment may be executed by facsimile and in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

5. Waiver; Amendments. Any failure to enforce any provision of the Assignment shall not constitute a waiver thereof or of any other provision. This Assignment may not be amended, nor any obligation waived, except by a writing signed by both parties; nor shall any obligation herein be waived except in a writing signed by the person charged with making such waiver.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed and delivered as of the Effective Date.

ASSIGNOR:

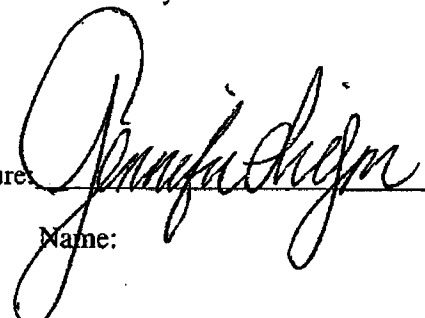
NVELO, INC.

By: 
Name: Jiurong Cheng
Title: Chief Executive Officer

On Oct 27, 2010, Jiurong Cheng, Chief Executive Officer of Nvelo, Inc. appeared before me, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, he executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand.

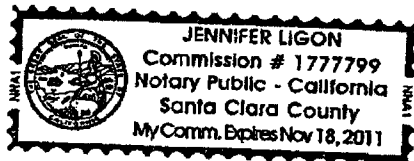
Signature: 
Name:

Date: Oct 27, 2010

ASSIGNEE:

CADENCE DESIGN SYSTEMS, INC.

By: _____
Name: Nimish Modi
Title: Sr. Vice President, Research & Development



[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed and delivered as of the Effective Date.

ASSIGNOR:

NVELO, INC.

By: _____
Name: Jiurong Cheng
Title: Chief Executive Officer

On _____, 2010, Jiurong Cheng, Chief Executive Officer of Nvelo, Inc. appeared before me, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, he executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand.

Signature: _____

Date: _____, 2010

Name:

ASSIGNEE:

CADENCE DESIGN SYSTEMS, INC.

By: Nimish Modi
Name: Nimish Modi
Title: Sr. Vice President, Research & Development

[Signature Page to Intellectual Property Assignment]

Schedule 1.1

Trademark
Flashpoint™