

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	11/10/2011		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Open SystemsC Initiative		11/10/2011
			Entity Type
			CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Accellera Systems Initiative		
Street Address:	1370 Trancas Street, #163		
City:	Napa		
State/Country:	CALIFORNIA		
Postal Code:	94558		
Entity Type:	nonprofit mutual benefit corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	2621798	SYSTEMC
	Registration Number:	2546267	SYSTEM C
CORRESPONDENCE DATA			
Fax Number:	4159891663		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(415)391-4800		
Email:	tm@cpdb.com		
Correspondent Name:	Coblentz, Patch, Duffy & Bass, LLP		
Address Line 1:	One Ferry Building, Suite 200		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Nate A. Garhart		
Signature:	/nag/		

Date:

09/24/2012

Total Attachments: 9

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ENDORSED - FILED
In the office of the Secretary of State
of the State of California

NOV 10 2011

AGREEMENT OF MERGER

by and between
Accellera Organization,
a California nonprofit mutual benefit corporation,
and
Open SystemC Initiative,
a California nonprofit mutual benefit corporation

This Agreement of Merger (this "Agreement") is made and entered into as of the date of execution set forth below (the "Execution Date"), by and between **ACCELLERA ORGANIZATION**, a California nonprofit mutual benefit corporation ("Accellera" or "Surviving Corporation"), and **OPEN SYSTEMC INITIATIVE**, a California nonprofit mutual benefit corporation ("OSCI" or "Disappearing Corporation") (collectively, the "Constituent Corporations").

RECITALS

A. Accellera's objective and exempt purposes are, among other things, to drive worldwide development and use of standards required by systems integration, semiconductor, and design tools companies, which enhance a language-based (including meta-language) design automation process, and to participate in any other such activities in furtherance of the general purposes of the Corporation, as determined by its board of directors. Accellera supports the activities of certain working groups of the International Institute of Electrical and Electronics Engineers, Inc. (the "IEEE"), provides standards developed by Accellera to the IEEE for ratification and ongoing change control, and cooperates with other standards groups within the open design automation industry.

B. OSCI's objective and exempt purpose is, among other things, to define and advance SystemC as an open industry standard for system-level modeling, design, and verification. SystemC functions as both a core language and a meta-language. OSCI supports the activities of certain working groups of the IEEE, provides standards developed by OSCI to the IEEE for ratification and ongoing change control, and cooperates with other standards groups within the open design automation industry.

C. Merging the Constituent Companies will promote their exempt purposes in that, *inter alia*, Surviving Corporation will engage in all or substantially all of the standards and other technical development activities currently being undertaken separately by Accellera and OSCI, including the formalization of industry standards through the IEEE. The objectives of Surviving Corporation will be to drive worldwide development and promote the use of open industry standards for system-level modeling, design and verification required by systems integration, semiconductor, and design tools companies which enhance a language-oriented design automation process.

D. The boards of directors of each of Accellera and OSCI deem it advisable and in the best interests of their respective Constituent Corporations and memberships that OSCI merge with and into Accellera pursuant to Sections 5000 *et seq.* of the California Nonprofit Corporation Law, as amended (the "NPCL"), on the terms and conditions set forth in this Agreement.

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

ARTICLE I
THE CONSTITUENT CORPORATIONS

1.1 Accellera.

1.1.1 Accellera is duly organized, validly existing, and in good standing under the laws of the State of California (Corporation No. C2260995) as a nonprofit mutual benefit corporation with full corporate power and authority to conduct its business as it is now being conducted and to own or use the assets and properties that it purports to own or use.

1.1.2 Accellera has one class of voting membership, called the Corporate Members (the “**Accellera Corporate Members**”) who are members within the meaning of NPCL Section 5056. Accellera has one “class” of non-voting “membership” called the Associate Corporate Members (the “**Accellera Associate Corporate ‘Members’**”) who are not members within the meaning of NPCL Section 5056.

1.1.3 Accellera’s tax-exempt status under Section 501(c)(6) of the Internal Revenue Code of 1986, as amended, and under Section 23701e of the California Revenue & Taxation Code, as amended, is in good standing.

1.2 OSCI.

1.2.1 OSCI is duly organized, validly existing, and in good standing under the laws of the State of California (Corporation No. C2271215) as a nonprofit mutual benefit corporation with full corporate power and authority to conduct its business as it is now being conducted and to own or use the assets and properties that it purports to own or use.

1.2.2 OSCI has two classes of voting membership, called the Corporate Members (the “**OSCI Corporate Members**”) and the Associate Corporate Members (the “**OSCI Associate Corporate Members**”), who are members within the meaning of NPCL Section 5056. OSCI has two “classes” of non-voting “membership”, called the Key Contributors (the “**OSCI Key Contributors**”) and the Other Non-Voting Members (the “**OSCI Other Non-Voting ‘Members’**”) who are not members within the meaning of NPCL Section 5056.

1.2.3 OSCI’s tax-exempt status under Section 501(c)(6) of the Internal Revenue Code of 1986, as amended, and under Section 23701e of the California Revenue & Taxation Code, as amended, is in good standing.

ARTICLE II
THE MERGER

2.1 The Merger. At the "Effective Time" (as defined in Article 2.2 hereof), OSCI, as the Disappearing Corporation, shall be merged with and into Accellera, as the Surviving Corporation. The separate existence of Disappearing Corporation shall thereupon cease and Accellera shall continue as the Surviving Corporation in accordance with the applicable provisions of the NPCL (the “**Merger**”).

2.2 Filing And Effective Time. On the Execution Date, or as soon as practicable thereafter, this Agreement, together with the officers' certificates of each of the Constituent Corporations required by NPCL Section 5062 and Section 8014 (collectively, the "**Officers' Certificates**"), shall be submitted for filing with the Office of the Secretary of State for the State of California (the "**Secretary of State**"). The Merger shall become effective, in accordance with NPCL Sections 5008(a) and 8014, upon the filing of this Agreement and the Officers' Certificates by the Secretary of State and the date of filing shall be the date they were received by the Secretary of State (the "**Effective Time**").

2.3 Further Action. If the Secretary of State requires any changes in this Agreement, the Officers' Certificates, or other accompanying documents as a condition to filing or to issuing its certificate to the effect that the Merger is effective, then the Constituent Corporations will execute any necessary revisions incorporating such changes, provided such changes are not inconsistent with and do not result in any material change of this Agreement.

2.4 Effect Of The Merger. At and after the Effective Time, the Merger will have the effects as prescribed by the NPCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, Surviving Corporation shall succeed, without other transfer, to all the rights and property of Disappearing Corporation; Surviving Corporation shall be subject to all the debts, liabilities, and trust obligations upon the property of Disappearing Corporation in the same manner as if Surviving Corporation had itself incurred them; and all rights of creditors and all liens and trusts upon or arising from the property of each of the Constituent Corporations shall be preserved unimpaired, provided that the liens and trust obligations upon the property of Disappearing Corporation, if any, shall be limited to the property affected thereby immediately prior to the Effective Time.

ARTICLE III CORPORATE GOVERNANCE

3.1 Articles Of Incorporation; Name Amendment Effected By The Merger. As of the Effective Time, the Articles of Incorporation of Accellera shall become the Articles of Incorporation of Surviving Corporation but with the following amendment to be effected by the Merger: Article I of the Articles of Incorporation, which reads, "The name of this Corporation is Accellera Organization," shall be amended to read in its entirety, "The name of this Corporation is Accellera Systems Initiative."

3.2 Bylaws; Amendments Effected By The Merger. As of the Effective Time, the bylaws of Accellera shall become the bylaws of Surviving Corporation but with the following amendments to be effected by the Merger:

a. that the bylaws shall reflect throughout the name change from "Accellera Organization" to "Accellera Systems Initiative."

b. that the specific exempt purposes of Surviving Corporation, in addition to those stated in Recital A., shall be: encouraging availability and adoption of intellectual property, tools and methodologies based on Surviving Corporation's standards; preparing standards for submission to the IEEE where appropriate; providing the legal and technical framework to support the collaborative development of standards; defining interoperability requirements in a

manner allowing individual intellectual property and tools providers to show their support of the standards established by Surviving Corporation; creating and administering periodic updates of reference implementations and examples for the standards established by Surviving Corporation where appropriate, and as decided by the relevant technical working groups; delivering regular, openly available updates, language reference manuals and specifications for present and future versions of standards for use by the entire design and verification community, including defining the scope for the evolution of standards and other intellectual property in the form of a roadmap; and building a community of companies, individuals and organizations who share this common set of goals.

c. that the minimum number of directors permitted shall be changed from nine (9) directors to seven (7) directors, and the maximum of number of directors permitted shall be changed from fifteen (15) directors to twenty-one (21) directors.

d. that the provisions providing for and concerning “alternate directors” shall be stricken in their entirety.

e. that the requirement that a director be a senior member of the management of a Corporate Member shall be stricken and replaced by the less restrictive requirement that a director have a senior enough position within such Corporate Member to understand and further the Corporate Member’s strategy relative to the standards being established by Surviving Corporation.

f. that the fiscal year of Surviving Corporation shall be the calendar year.

g. that the name of the “class” of non-voting “members” shall be changed from the “Associate Corporate Members” to the “Associate ‘Members.’”

3.3 Directors Of Surviving Corporation.

3.3.1 The Accellera board of directors shall have passed a resolution, by its terms effective as of the Effective Time, providing that the exact number of directors of the board of Surviving Corporation shall initially be seventeen (17) directors, which number is within the range permitted by the bylaws amendment described in Article 3.2(c) herein, and which number creates two (2) vacancies that shall be filled by a further resolution of the Accellera board of directors.

3.3.2 The Accellera board of directors shall have passed a further resolution, by its terms effective as of the Effective Time, providing that the two (2) vacancies, created as set forth in Article 3.3.1 herein, shall be filled by those certain individuals named therein who immediately prior to the Effective Time represented certain of the OSCI Corporate Members that shall be converting at the Effective Time into Survivor Corporate Members pursuant to Article 4.3.1 herein.

3.3.3 Therefore, as of the Effective Time, the initial board of directors of Surviving Corporation shall be:

a. the directors of Accellera immediately prior to the Effective Time; plus

b. the additional two (2) directors named to fill the vacancies by the resolution described in Article 3.3.2 herein,

each to hold the office of a director of Surviving Corporation in accordance with the applicable provisions of the NPCL and the bylaws of Surviving Corporation until their successors are duly elected and qualified.

3.4 Officers Of Surviving Corporation. The initial officers of Surviving Corporation shall be the officers of Accellera immediately prior to the Effective Time, each to hold such office in Surviving Corporation in accordance with the applicable provisions of the NPCL and the bylaws of Surviving Corporation until their successors are duly elected and qualified.

ARTICLE IV CONVERSION

4.1 Classes Of Voting Membership And Non-Voting "Membership" Of Surviving Corporation. Surviving Corporation shall have one class of voting membership, the Corporate Members (the "**Survivor Corporate Members**"), who shall be members within the meaning of NPCL Section 5056. Surviving Corporation shall have one "class" of non-voting "membership", the Associate Members (the "**Survivor Associate 'Members'**"), who shall not be members within the meaning of NPCL Section 5056.

4.2 Accellera Conversion. At the Effective Time:

4.2.1 Each membership of the Accellera Corporate Members in good standing, including timely payment of applicable dues, shall convert into one membership of the Survivor Corporate Members, with a credit for dues paid to Accellera representing the period from the Effective Time through March 31, 2012, that shall be apportioned to the payment of Survivor Corporation dues.

4.2.2 Each "membership" of the Accellera Associate Corporate "Members" in good standing, including timely payment of applicable dues, shall convert into one "membership" of the Survivor Associate "Members", with a credit for dues paid to Accellera representing the period from the Effective Time through March 31, 2012, that shall be apportioned to the payment of Survivor Corporation dues.

4.2.3 Former Accellera Corporate Members and Associate Corporate "Members" who, immediately prior to the Effective Time, participated or were authorized to participate in the technical activities of Accellera and who shall convert as provided above shall be entitled to participate in any technical activities of Surviving Corporation including, without limitation, those concerning SystemC.

4.3 OSCI Conversion. At the Effective Time:

4.3.1 Each membership of the OSCI Corporate Members in good standing, including timely payment of applicable dues, shall convert into one membership of the Survivor Corporate Members, with a credit for dues paid to OSCI representing the period from the Effective Time through June 30, 2012 or such longer period of time that reflects the dues paid to both Accellera and OSCI by such OSCI Corporate Member, which credit shall be apportioned to the payment of Survivor Corporation dues.

4.3.2 Each membership of the OSCI Associate Corporate Members in good standing, including timely payment of applicable dues, shall convert into one “membership” of the Survivor Associate “Members”, with a credit for dues paid to OSCI representing the period from the Effective Time through June 30, 2012 or such longer period of time that reflects the dues paid to both Accellera and OSCI by such OSCI Associate Corporate Member, which credit shall be apportioned to the payment of Survivor Corporation dues; provided, however, that with respect to any OSCI Associate Corporate Member with a credit for dues paid to OSCI of less than \$7,500 shall be deemed to have Survivor Corporation dues paid through December 31, 2012.

4.3.3 Each “membership” of the OSCI Key Contributors in good standing shall convert into one “membership” of the Survivor Associate “Members” and shall not be required to pay any dues to Survivor Corporation through December 31, 2012.

4.3.4 Each “membership” of the OSCI Other Non-Voting “Members” shall be cancelled without consideration.

4.3.5 Former OSCI Corporate Members, Associate Corporate Members, and Key Contributors who, immediately prior to the Effective Time, participated or were authorized to participate in the technical activities of OSCI including, without limitation, those concerning SystemC, and who shall convert as provided in Article 4.3.1, 4.3.2, or 4.3.3 hereof shall be entitled to participate in any technical activities of Surviving Corporation including, without limitation, those concerning Accellera standards.

4.4 Surviving Corporation Board’s Authority. The board of directors of Surviving Corporation is authorized and directed to adopt any and all measures deemed by it, in its sole discretion, necessary or advisable to carry out the aforesaid conversion.

ARTICLE V
GENERAL PROVISIONS

5.1 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original as against any party whose signature appears on such counterpart and all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been fully executed by each Constituent Corporation and delivered to the other Constituent Corporation, it being understood that each signatory hereto

need not sign the same counterpart. This Agreement may be executed by facsimile or electronic signature.

5.2 Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the Constituent Corporations. The Constituent Corporations further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of such void or unenforceable provision.

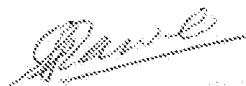
5.3 Amendment. This Agreement may be amended only by a written document signed by the Constituent Corporations and under circumstances that meet the requirements of NPCL Section 8015.

5.4 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to any applicable conflicts of law principles.

<signature page follows>

IN WITNESS WHEREOF, Accellera and OSCI have caused this Agreement to be duly executed on this 10th day of November, 2011.

ACCELLERA ORGANIZATION

By: 
Shishpal Rawat
Chairman of the Board

By: 
Stan Krolikoski
Secretary

OPEN SYSTEMC INITIATIVE

By: _____
Eric Lish
Chairman of the Board

By: _____
Paul J. Tauber
Secretary

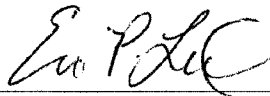
IN WITNESS WHEREOF, Accellera and OSCI have caused this Agreement to be duly executed this 10th day of November, 2011.


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OPEN SYSTEMC INITIATIVE

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Eric Lish
Chairman of the Board

By:  _____
Paul J. Tauber
Secretary