

## 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
Prolific, Inc.		06/24/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ARM Limited		
Street Address:	110 Fulbourn Road		
City:	Cambridge, Cambridgeshire		
State/Country:	UNITED KINGDOM		
Postal Code:	CB1 9NJ		
Entity Type:	a limited company incorporated and existing under the laws of England and Wales: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2666534	PROGENESIS	
Registration Number:	3377911	PROPOWER	
CORRESPONDENCE DATA			
Fax Number:	4159848701		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415-984-8904		
Email:	markmiller@omm.com		
Correspondent Name:	Mark E. Miller, Esq.		
Address Line 1:	O'Melveny & Myers LLP		
Address Line 2:	Two Embarcadero Center, 28th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	0685840-00004		
DOMESTIC REPRESENTATIVE			

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

NAME OF SUBMITTER:	Alexandra C. Echery
Signature:	/ace/
Date:	07/09/2013

Total Attachments: 4  
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This ASSIGNMENT is made the 24 day of June, 2013 ("Effective Date")

**BETWEEN**

**PROLIFIC, INC.**, a corporation organised and existing under the laws of California, USA, and whose company address is 39899 Balentine Drive, Suite 380, Newark, California 94560, United States of America ("**Assignor**");

and

**ARM LIMITED**, a limited company incorporated and existing under the laws of England and Wales under company number 02557590, and whose registered company address is at 110 Fulbourn Road, Cambridge, Cambridgeshire CB1 9NJ, United Kingdom ("**Assignee**").

**WHEREAS,**

- (A) The Assignor is the proprietor and owner of all right, title and interest in and to the Non-Patent IP.
- (B) The Assignor has agreed to assign all its right, title and interest in and to the Non-Patent IP to the Assignee on the terms set out below.

**1. Definitions**

- 1.1 "**Acquisition Agreement**" means the Agreement and Plan of Merger dated 31 October 2011 between, among others, ARM, Inc. (a subsidiary company of the Assignee) and the Assignor, which refers to the intellectual property rights (as defined) set out in Schedule 5.19(a)(i) of that agreement.
- 1.2 "**Non-Patent IP**" means all non-patent and non-invention-related intellectual property rights which are owned by the Assignor, including but not limited to the non-patent intellectual property rights specified in the Acquisition Agreement, the software identified in the Software Assignment, and any other unspecified non-patent intellectual property owned by the Assignor and listed collectively in Schedule A of this Assignment. For the avoidance of doubt, this Assignment excludes any patent or invention, as referred to in the Acquisition Agreement, including but not limited to US patent numbers 7,107,551, 7,594,202 and 7,594,203.
- 1.3 "**Software Assignment**" means the Intellectual Property Assignment dated 28 October 2011 between Paul de Dood and Prolific, Inc. in relation to certain software programs set out in Schedule A of that assignment, which are reproduced in Schedule A of this Assignment.

**2. Assignment**

- 2.1 In consideration of the sum of £10 (ten British pounds sterling) now paid by the Assignee to the Assignor and for all other good and valuable consideration (the receipt of which the Assignor hereby acknowledges), the Assignor hereby sells, assigns and transfers with full title guarantee to the Assignee absolutely, the Non-Patent IP, including without limitation any and all rights in and to the Non-Patent IP together with any common law rights acquired through the use of any trade mark, including but not limited to the goodwill of the business connected with the use thereof and symbolized by any trade mark included in the Non-Patent IP, and the right to sue for past infringements and collect the same for its own use and benefit.

**3. Warranties**

- 3.1 The Assignor warrants to the Assignee that it has all power and capacity required to execute this Assignment and to transfer and assign the Non-Patent IP, or procure their transfer and assignment, to the Assignee pursuant to this Assignment;

**4. Further Assurance**

- 4.1 The Assignor, at the request of the Assignee, shall execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this Assignment.

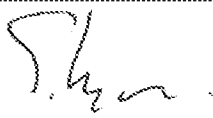

**5. Severance**

- 5.1 If any court or competent authority finds that any provision of this Assignment (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Assignment shall not be affected.
- 5.2 If any invalid, unenforceable or illegal provision of this Assignment would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**6. General**

- 6.1 This Assignment constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties in relation to the above subject matter. Each of the Parties acknowledges and agrees that in entering into this Assignment, and the documents referred to in it, it does not rely on, and shall have no right or remedy in respect of, any agreement, representation, warranty, statement, assurance or undertaking of any nature whatsoever (other than those expressly set out in this Assignment and the documents referred to in it) made by or given by any person prior to the date of this Assignment and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Nothing in this clause shall limit or exclude any liability for fraud. This Assignment shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.
- 6.2 This Assignment shall be governed by and construed in accordance with the laws of England and Wales and the parties hereto submit to the exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF the parties have caused this Assignment to be executed by their duly authorised representatives:

PROLIFIC, INC.:	ARM LIMITED:
SIGNED 	SIGNED 
NAME: SIMON SEGARS	NAME: Paul Elbro
TITLE: CEO & PRESIDENT	TITLE: VP & General Manager ARM Services Division
DATE: JUNE 24 <sup>th</sup> , 2013	DATE: 6/6/13

APPROVED BY  
ARMLEGAL  
INITIAL DL  
DATE 6.6.13

Schedule A**Registered Trade Marks**

Territory	Mark	Class	Filing Date	Registration No.	Registration Date	Renewal Date
US	PROGENESIS (word)	9	6 March 2001	2666534	24 December 2002	24 December 2022
US	PROPOWER (word)	9	1 June 2007	3377911	5 February 2008	5 February 2018

**Unregistered Trade Marks**

- ProTiming™ (word)
- ProMigrate™ (word)
- Prolific™ (word)
- SIP™ (word)
- ProDFMOptimizer™ (word)

**Registered US Copyrights**

Type of Work: Computer File  
 Registration Number / Date: TXu000315349 / 1988-02-22  
 Title: PRO-NET.  
 Description: printout.  
 Copyright Claimant: Prolific, Inc.  
 Date of Creation: 1987

**Unregistered Copyrights**

The Assignor owns unregistered copyrights in all of its proprietary software, including, but not limited to, software included in the Assignor's products, internal development and testing tools, bug fixes, error corrections, enhancements, improvements and modifications thereof, system documentation, schematics, specifications, designs, manuals, product plans and roadmaps, financial documents, marketing plans and materials and all other works of authorship that are material to the business.

**Trade Secrets**

The Assignor also has trade secret rights to its proprietary source code, including, but not limited to, software source code for the Assignor's products, internal development and testing tools, bug fixes, error corrections, enhancements, improvements and modifications thereof, and non-public know-how and confidential information.

**Domain Names**

designclosure.com  
 finalpassoptimization.com  
 gotcells.com  
 powerclosure.com  
 prolific-eda.com  
 prolific-eda.us.com  
 prolific.us.com  
 prolificinc.com  
 standard-cell.com  
 standard-cells.com  
 standardcell.com  
 standardcells.com  
 stdcell.com  
 stdcells.com  
 stilldoingitbyhand.com  
 timingclosure.com

**Prolific Programs**

Pro Comp\*  
Pro Gds\*  
ProGen\*  
ProTopogen\*  
GDI AOI/OAI/Nand/Nor/Inverter Generators\*

\* In source code and/or object code together with all related documentation, user and operational guides and/or manuals and all copyrights (including any registrations or applications) in any of the same.