

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Portland Group, Inc.		07/29/2013	CORPORATION: OREGON

RECEIVING PARTY DATA	
Name:	NVIDIA Corporation
Street Address:	2701 San Tomas Expressway
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95050
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14		
Property Type	Number	Word Mark
Serial Number:	77055474	PGC++
Serial Number:	75111961	PGCC
Serial Number:	75111965	PGDBG
Serial Number:	75111964	PGF77
Serial Number:	75928957	PGF90
Serial Number:	75216337	PGHPF
Serial Number:	75111966	PGHPF
Serial Number:	75333207	PGI
Serial Number:	78950595	PGI CDK
Serial Number:	78939922	PGI VISUAL FORTRAN
Serial Number:	75111963	PGPROF
Serial Number:	78950603	THE PORTLAND GROUP
Serial Number:	77157856	CLUSTER DEVELOPMENT KIT
Serial Number:	78939931	PVF

CH \$365.00 77055474

CORRESPONDENCE DATA

Fax Number: 6509385200

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (650) 988-8500

Email: trademarks@fenwick.com

Correspondent Name: Fenwick & West LLP

Address Line 1: 801 California Street

Address Line 4: Mountain View, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER:	25999-70065-4198
NAME OF SUBMITTER:	Sally M. Abel
Signature:	/sabel/
Date:	09/05/2013

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Assignment**”) is made and entered into as of July 29, 2013, 2013, by and between The Portland Group, Inc., an Oregon corporation and wholly owned subsidiary of Seller (as defined below) located at Two Centerpointe Drive, Suite 320, Lake Oswego, Oregon 97035 United States (“**Assignor**”), and NVIDIA Corporation, a Delaware corporation located at 2701 San Tomas Expressway, Santa Clara, California 95050 United States (“**Assignee**”).

WHEREAS, Assignee, Assignor, STMicroelectronics N.V., a public limited liability company duly incorporated and existing under the laws of the Netherlands (“**Seller**”), STMicroelectronics International N.V., a public limited liability company duly incorporated and existing under the laws of the Netherlands and a wholly owned subsidiary of Seller, and STMicroelectronics Inc., a Delaware corporation and wholly owned subsidiary of Seller, have entered into that certain Asset Purchase Agreement, dated as of July 2, 2013 (the “**Purchase Agreement**”). Capitalized terms used without definitions in this Assignment shall have the same meanings ascribed to such capitalized terms in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Assignee has agreed to acquire all of the Assignor’s right, title and interest in and to all registered and unregistered trademarks, service marks, logos and trade names, together with the goodwill associated with and symbolized by them, including but not limited to those set forth on Exhibit A hereto (the “**Assigned Trademarks**”).

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

1. Assignment. Effective as of the date hereof, Assignor hereby assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby accepts from the Assignor, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, along with that portion of the business which is ongoing and existing to which the trademarks pertain, together with the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

2. Further Assurances.

a. The Assignor agrees to execute and deliver such other documents and to take all such other actions which 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 and its recordation in relevant state and national trademark offices.

b. Assignor grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent offices, for recordation of this document.

c. Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants with Assignee that the Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the right, title, and interest herein conveyed.

3. Miscellaneous. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

4. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

5. Severability. If any provision of this Assignment or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Assignment 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 parties. The parties further agree to replace such void or unenforceable provision of this Assignment 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.

6. Governing Law; Exclusive Jurisdiction. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any court within the City of New York, State of New York, in connection with any matter based upon or arising out of this Assignment or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of New York for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process. Each party agrees not to commence any legal proceedings related hereto except in such courts.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignee has executed this Trademark Assignment Agreement as of the day and year first above written.

NVIDIA CORPORATION

By:  _____

Name: Jeff Herbet

Title: Vice President of Business Development

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment Agreement as of the date first written above.

THE PORTLAND GROUP, INC.

By: 
Name: ROBERT A. KRYSIAK
Title: President

[Signature Page To Trademark Assignment Agreement]

TRADEMARK
REEL: 005105 FRAME: 0893

EXHIBIT A

ASSIGNED TRADEMARKS

Trademark Reference	Mark Name	Country	Status	App No.	Filed Date	Int'l Classes	Owners
PGC++-US01	PGC++	USA	Registered	77055474	01 Dec 2006	9	PGI
PGC++-EM01	PGC++	EU	Registered	5907027	15 May 2007	9	PGI
PGC++-JP01	PGC++	Japan	Registered	2007046297	10 May 2007	9	PGI
PGCC-US01	PGCC	USA	Registered	75111961	30 May 1996	9	PGI
PGDBG-US01	PGDBG	USA	Registered	75111965	30 May 1996	9	PGI
PGF77-US01	PGF77	USA	Registered	75111964	30 May 1996	9	PGI
PGF90-US01	PGF90	USA	Abandoned	75928957	29 Feb 2000	9	PGI
PGHPF-US01	PGHPF	USA	Registered	75216337	20 Dec 1996	9	PGI
PGHPF-US02	PGHPF	USA	Abandoned	75111966	30 May 1996	9	PGI
PGI-CN01	PGI	PRC	Abandoned	8145991	24 Mar 2010	42	PGI
PGI-CN02	PGI	PRC	Registered	8145992	24 Mar 2010	9	PGI
PGI-US01	PGI	USA	Registered	75333207	30 Jul 1997	9	PGI
PGI CDK-US01	PGI CDK	USA	Registered	78950595	11 Aug 2006	9	PGI
PGI CDK-EM01	PGI CDK	EU	Registered	5680566	12 Feb 2007	9,16	PGI
PGI CDK-JP01	PGI CDK	Japan	Registered	2007011333	13 Feb 2007	9	PGI
PGI VISUAL FORT-EM01	PGI VISUAL FORTRAN	EU	Registered	5634548	23 Jan 2007	9	PGI
PGI VISUAL FORT-JP01	PGI VISUAL FORTRAN	Japan	Registered	2007004321	23 Jan 2007	9	PGI
PGI VISUAL FORT-US01	PGI VISUAL FORTRAN	USA	Registered	78939922	28 Jul 2006	9	PGI
PGPROF-US01	PGPROF	USA	Registered	75111963	30 May 1996	9	PGI
PGROUP-CN01	PGROUP	PRC	Registered	8145994	24 Mar 2010	9	PGI
PGROUP-CN02	PGROUP	PRC	Registered	8145993	24 Mar 2010	42	PGI
THE PORTLAND GR-US01	THE PORTLAND GROUP	USA	Registered	78950603	11 Aug 2006	9	PGI
THE PORTLAND GR-CN01	THE PORTLAND GROUP	PRC	Application	8145989	24 Mar 2010	42	PGI
THE PORTLAND GR-CN02	THE PORTLAND GROUP	PRC	Abandoned	8145990	24 Mar 2010	9	PGI
THE PORTLAND GR-EM01	THE PORTLAND GROUP	EU	Registered	5680178	12 Feb 2007	9,16	PGI

Trademark Reference	Mark Name	Country	Status	App No.	Filed Date	Int'l Classes	Owners
THE PORTLAND GR-JP01	THE PORTLAND GROUP	Japan	Registered	2007011332	13 Feb 2007	9	PGI
	CLUSTER DEVELOPMENT KIT	United States	Registered	77157856	15 Jul 2008	9	PGI
	PVF	United States	Registered	78939931	30 Jul 1997	9	PGI
	PVF	European Union	Registered	5634472	07 Feb 2008	9	PGI