TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331495

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OFFSPARK BV		11/17/2014	CORPORATION: NETHERLANDS

RECEIVING PARTY DATA

Name:	ARM LIMITED
Street Address:	110 Fulbourn Road
City:	Cambridge
State/Country:	UNITED KINGDOM
Postal Code:	CB1 9NJ
Entity Type:	LIMITED LIABILITY COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4579744	POLARSSL

CORRESPONDENCE DATA

Fax Number: 2159724169

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

Phone: 2159727880
Email: trademarks@saul.com
Correspondent Name: Mark D. Simpson, Esq.
Address Line 1:   Centre Square West, 1500 Market Street
Address Line 2:   38th Floor
Address Line 4:   Philadelphia, PENNSYLVANIA 19102

ATTORNEY DOCKET NUMBER:	366219.00001
NAME OF SUBMITTER:	Mark D. Simpson
SIGNATURE:	/Mark D. Simpson/
DATE SIGNED:	02/09/2015

Total Attachments: 8
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS takes effect from and including the Effective Date and is dated: 17ᵗʰ NOVEMBER 2014

BETWEEN

(1)   OFFSPARK BV (incorporated under the laws of the Netherlands and registered with the Netherlands trade register of the Chamber of Commerce with registration number 27342821) whose registered office is at Laan van Zuid Hoom 49, 2289 DC Rijswijk, the Netherlands **(Assignor)**; and

(2)   ARM LIMITED (registered in England and Wales with company number 2557590) whose registered office is at 110 Fulbourn Road, Cambridge CB1 9NJ, United Kingdom **(Assignee)**.

BACKGROUND

(A)   The Assignor is a wholly owned subsidiary of the Assignee.

(B)   The Assignor has agreed to assign its entire title and interest in the Assigned Rights to the Assignee on the terms set out in this Agreement with effect from the Effective Date.

AGREED TERMS

1.   Definitions and interpretation

1.1   In this Agreement, the following terms shall have the following meanings:

Assigned Rights	the Trademarks, Domain Names and Software set out in the Schedule and all the Assignor's right title and interest in any other Intellectual Property Rights held, acquired or created by the Assignor in connection with its business prior to the Effective Date
Business Day	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business
Domain Names	the domain names listed in the Schedule
Effective Date	15 November 2014
Intellectual Property Rights	any and all intellectual property or industrial rights of any description anywhere in the world including any patents, patent rights, trademarks, service marks, registered designs, topography or semiconductor mask work rights, applications for any of the foregoing, copyright, unregistered design right and any other similar protected rights in any country and to the extent recognised by any relevant jurisdiction as intellectual property, trade secrets, know-how and confidential information
Software	the software described in the Schedule including all copyrights, moral rights and other Intellectual Property Rights to the source code, designs, notes, comments, know-how and related material
Trademarks	the registered and unregistered trademarks, applications and trade and product names of the Assignor as identified in the Schedule

1.2   The clause and Schedule headings in this Agreement do not affect its interpretation. References to clauses and the Schedule are to clauses and the Schedule of this Agreement.

1.3   The Schedule forms part of this Agreement and has the same force and effect as if set out in the body of this Agreement. Any reference to this Agreement includes the Schedule.

1.4   Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.5   Any phrase introduced by the term "include", "including", "in particular", "other", or any similar general term is not limited by any particular examples preceding or following those general terms.

2.   Assignment of the Assigned Rights

In consideration of the sum of €1,260,000 (receipt of which is hereby acknowledged by the Assignee), with effect from the Effective Date the Assignor hereby assigns to the Assignee, absolutely with full title guarantee, all its right, title and interest in and to the Assigned Rights, which transfer and assignment is accepted by the Assignee, including:

2.1   all right, title and interest it has in the copyright of the Software;

2.2   all right, title and interest in and to the Trademark free from all encumbrances;

2.3   the goodwill of the business symbolized by the Trademarks;

2.4   all registrations for the Trademarks, including the right to use and file for registration of the Trademarks in other countries; and

2.5   the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of Assigned Rights, whether occurring before on or after the date of this Agreement.

3.   Further assurance and power of attorney

3.1   The Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement.

3.2   The Assignor irrevocably appoints the Assignee to be its attorney in his name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director or the secretary of the Assignor or by any person appointed in accordance with clause 3.4, that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

3.3   This power of attorney is irrevocable as long as the Assignor's obligations under this Agreement remain undischarged.

3.4   Without prejudice to clause 3.2, the attorney may, in any way it thinks fit and in the name and on behalf of the Assignor:

(a)   take any action that this agreement requires the Assignor to take;

(b)   exercise any rights which this agreement gives to the Assignor; and

(c)   appoint and remove one or more substitute attorneys with full power as the Assignor's attorney on terms that the attorney thinks fit.

3.5   The Assignor must ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this clause.

4.   Entire agreement

4.1   This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

4.2   Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no rights or remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) other than as expressly set out in this Agreement.

5.   Severance

If any clause or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from this Agreement and shall be ineffective without, as far as is possible, modifying any other clause or part of this Agreement and this shall not affect any of the other provisions of this Agreement which shall remain in full force and effect.

6.   Counterparts

This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when executed and delivered shall be an original.
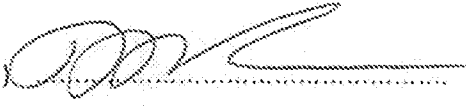
7.   Governing law and jurisdiction

7.1   This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

7.2   The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.
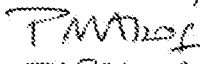
Executed as a Deed
by OFFSPARK BV   )   Managing Director
acting by .MICHAEL PEGEMULLER.
in the presence of:)
Witness Signature: TMThof
Name: PATRICIA ALSOP
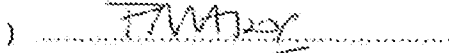Address: 110 FULBOURN ROAD, CAMBRIDGE, CB1 9NJ UK
Occupation: SOLICITOR

Executed as a Deed
by ARM LIMITED   )   Director
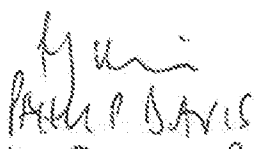acting by PATRICIA ALSOP   )
in the presence of:)
Witness Signature:
Name: PHILIP DAVIS
Address: 110 Fulbourn Rd, Cambridge, UK
Occupation: Solicitor

Schedule

INTELLECTUAL PROPERTY RIGHTS

Software

XySSL

PolarSSL

Registered trademarks

PolarSSL registered with the United States Patent and Trademark Office under class 9 with registration number 4,579,744 and registered on 5 August 2014

Unregistered trademarks

PolarSSL

Offspark

All rights of the Assignor to use the Offspark logo containing a lightbulb with sparks:

Domain names

Domain names registered at Gandi (https://gandi.net) :

* polarssl.com
* polarssl.org
* polarssl.net
* offspark.eu
* offspark.org
* offspark.com
* offspark.net
* omnivault.io
* bakker.io
* polar-ssh.com
* polar-ssl.com
* polarssh.com
* xyssl.com

Domain names registered at TransIP (https://transip.nl) :

* 3des-algorithm.com
* 3des-c.com
* 3des-c-code.com
* 3des-code.com
* 3des-c-source-code.com

- 3des-source.com
- 3des-source-code.com
- aes-algorithm.com
- aes-c.com
- aes-c-code.com
- aes-code.com
- aes-c-source-code.com
- aes-encryption.net
- aes-implementation.com
- aes-in-c.com
- aes-source.com
- aes-source-code.com
- android-ssl-library.com
- arc4-c.com
- arcfour-c.com
- blowfish-c.com
- blowfish-c-code.com
- blowfish-code.com
- blowfish-c-source-code.com
- blowfish-source.com
- blowfish-source-code.com
- c-3des.com
- c-aes.com
- camellia-c.com
- c-blowfish.com
- c-camellia.com
- c-des.net
- c-rabbit.com
- c-rsa.com
- cryptography-explained.com
- cryptography-how-to.com
- cryptography-source-code.com
- crypto-howto.com
- crypto-how-to.com
- crypto-source-code.com
- c-sha1.com
- c-sha-1.com
- c-sha2.com
- c-sha-2.com
- c-sha256.com
- c-sha-256.com
- c-sha512.com
- c-sha-512.com
- c-ssl-client.com
- c-ssl-library.com
- c-ssl-server.com
- c-xtea.com
- des-c.net
- des-c-code.com
- des-code.com
- des-c-source-code.com
- des-in-c.com
- des-source.com
- des-source-code.com
- dss-c.com
- dss-code.com
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- dss-source-code.com
- ecc-c.com
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- ecc-c-source-code.com
- ecc-source.com

- ecc-source-code.com
- embedded-ssl.com
- embedded-ssl-library.com
- encryption-explained.com
- encryption-howto.com
- encryption-how-to.com
- encryption-source-code.com
- freertos-ssl-library.com
- ios-ssl-library.com
- iphone-ssl-library.com
- linux-ssl-library.com
- md5-c.com
- md5-c-code.com
- md5-code.com
- md5-c-source.com
- md5-source.com
- md5-source-code.com
- opensource-ssl.com
- open-source-ssl.com
- open-source-ssl-library.com
- rabbit-c.com
- rabbit-c-source-code.com
- rabbit-source.com
- rabbit-source-code.com
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- rsa-c-code.com
- rsa-code.com
- rsa-c-source-code.com
- rsa-source.com
- rsa-source-code.com
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- sha-512-source-code.com
- ssl-c-library.com

- ssl-howto.com
- ssl-how-to.com
- ssl-libraries.com
- ssl-library.com
- ssl-source-code.com
- tls-source-code.com
- triple-des-algorithm.com
- triple-des-source-code.com
- twofish-source-code.com
- xtea-c.com
- xtea-c-code.com
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- iphone-ssl.com
- ios-ssl.com
- ssl-on-android.com
- ssl-for-android.com
- ssl-android.com
- tls-ssl.com
- tls-or-ssl.com
- ssl-or-tls.com
- protocol-ssl.com
- ssl-on-iphone.com
- ssl-for-iphone.com
- ssl-iphone.com
- tls-and-ssl.com
- ssl-and-tls.com
- crypto-c.com
- crypto-lib.com
- c-cryptography-library.com
- crypto-source.com
- encryption-c.com
- c-encryption.com
- c-encryption-algorithm.com
- cryptographic-libraries.com
- cryptographic-random-number-generator.com
- cryptographic-cipher.com
- cryptographic-encryption.com
- about-cryptography.com
- encryption-cryptography.com
- cryptography-encryption.com
- cryptogrpahy-security.com
- algorithms-of-cryptography.com
- cryptography-software.com
- software-cryptography.com
- embedded-cryptography.com
- cryptography-in-c.com
- embedded-crypto.com
- crypto-algorithms.com
- cipher-algorithms.com
- hash-algorithms.com
- symmetric-algorithms.com
- asymmetric-algorithms.com
- random-number-c.com

- random-function-c.com
- c-random-function.com
- ctr-drbg.com
- encryption-in-c.com
- encryption-code.com
- c-rc4.com
- rc4-c.com
- rc4-source-code.com
- rc4-code.com
- rc4-source.com
- rc4-c-source-code.com
- c-ssh-server.com
- c-ssh-client.com
- ssh-client-c.com
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- sftp-client-c.com
- sftp-server-c.com
- c-sftp-client.com
- c-sftp-server.com
- embedded-ssh.com
- embedded-ssh-server.com
- embedded-ssh-client.com
- embedded-ssl-client.com
- embedded-ssl-server.com
- embedded-ssh-library.com
- embedded-sftp-client.com
- embedded-sftp-server.com
- embedded-sftp-library.com
- bitcoin-challenge.com (Cancelled)
- bitcoin-bazaar.com (Cancelled)
- bitcoin-prizes.com (Cancelled)
- cyassl.com
- isopensslsecureyet.com

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REEL: 005455 FRAME: 0827