

TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zeus Technology Limited		11/01/2011	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Riverbed Technology Limited		
Street Address:	100 New Bridge Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4V 6JA		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3697849	ZXTM	
CORRESPONDENCE DATA			
Fax Number:	3172317433		
<i>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.</i>			
Phone:	317-236-1313		
Email:	dwong@btlaw.com		
Correspondent Name:	David A. W. Wong		
Address Line 1:	11 S. Meridian St.		
Address Line 4:	Indianapolis, INDIANA 46204-3535		
ATTORNEY DOCKET NUMBER:	34963-100		
NAME OF SUBMITTER:	David A. W. Wong		
SIGNATURE:	/dwong/		
DATE SIGNED:	02/26/2015		
Total Attachments: 9			
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DATED NOVEMBER 1, 2011

(1) RIVERBED TECHNOLOGY LIMITED

- and -

(2) ZEUS TECHNOLOGY LIMITED

AGREEMENT

relating to
the sale and purchase of the business and assets
of Zeus Technology Limited

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THIS AGREEMENT is made on November 1, 2011

BETWEEN:

- (1) **RIVERBED TECHNOLOGY LIMITED** (company number 05090414) whose registered office is at 100 New Bridge Street, London EC4V 6JA ("**Purchaser**"); and
- (2) **ZEUS TECHNOLOGY LIMITED** (company number 03085230) whose principal office is at The Jeffreys Building, Cowley Road, Cambridge, Cambridgeshire CB4 0WS ("**Seller**").

BACKGROUND:

- A The Seller is a wholly-owned subsidiary of the Purchaser.
- B As part of a reorganisation of the trading activities within the group of companies which includes the Seller and the Purchaser, the Seller has agreed to sell and the Purchaser has agreed to purchase the trade, business and assets of the Seller for the consideration and otherwise upon the terms and conditions set out in this agreement.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement the following words and expressions shall (except where the context otherwise requires) have the following meanings:

"**Assets**" means all the assets, contracts and rights owned or used in connection with the Business or otherwise owned by Seller;

"**Business**" means the trade or business carried on at the Effective Date by the Seller;

"**Business Day**" means a day other than a Saturday or Sunday on which banks are open for business in London;

"**Completion**" means completion of this agreement in accordance with its terms;

"**Contracts**" means all contracts entered into by the Seller, including without limitation in connection with the Business, and subsisting but uncompleted or ongoing (including contracts part performed and those not commenced) on the Effective Date;

"**Effective Date**" means November 1, 2011;

"**Intellectual Property**" includes patents, inventions, know-how, trade secrets and other confidential information, designs, copyrights, database rights, design rights, rights affording equivalent protection to copyrights, database rights and design rights, topography rights, trade marks, service marks, business names, trade names, moral rights, registration of an application to register any of the aforesaid items, rights in the nature of any of the aforesaid items in any country, rights in the nature of unfair competition rights and rights to sue for passing off, and any other intellectual property or proprietary rights owned or licensed by Seller;

"Liabilities" means all debts and liabilities of the Seller both actual and contingent as at the Effective Date in connection with the Business including but not limited to the aggregate amount owed to trade creditors and other creditors of the Business; and

"Stock" means the stock-in-trade of finished and unfinished goods, raw materials and work in progress owned by the Seller for the purposes of the Business as at the Effective Date (including items which although supplied to the Seller under reservation of title by the suppliers are under the control of the Seller).

- 1.2 Words incorporating the masculine gender also include the feminine and neuter genders and words incorporating the singular number also include the plural and vice versa.
- 1.3 Unless otherwise stated references to clauses and schedule are to the clauses and schedule of and to this agreement. The schedule forms part of this agreement.
- 1.4 The index and clause headings are for ease of reference only and do not affect the construction or interpretation of this agreement.
- 1.5 The "agreed form" in relation to a document means the form agreed between the parties to this agreement and for the purposes of identification only initialled by or on behalf of the parties.

2. SALE AND PURCHASE OF BUSINESS

- 2.1 The Seller shall sell and the Purchaser shall purchase the Business as a going concern together with all of the Assets subject to the Seller's liabilities on and with effect from close of business on the Effective Date.
- 2.2 The Assets comprised in the sale and purchase hereby agreed are as follows:
 - 2.2.1 the benefit but subject to the burden thereof of the Contracts;
 - 2.2.2 all the equipment, tools, motor vehicles, furniture, trade utensils and other chattels owned or used in connection with the Business at the Effective Date wheresoever situated;
 - 2.2.3 the Stock;
 - 2.2.4 all the book and other debts arising out of or attributable to the operation of the business owed to the Seller at the Effective Date including the right to receive payment for goods delivered and services rendered before the Effective Date but not invoiced before such date;
 - 2.2.5 the Intellectual Property;
 - 2.2.6 all cash in hand (including uncleared cheques) and at bank (whether on current account or deposit account) and all cash of the Seller deposited with third parties;
 - 2.2.7 the books of account and customer records of the Seller in connection with the Business;
 - 2.2.8 all other Assets (whether tangible or intangible) and rights (if any) of the Seller at the Effective Date including the benefit of any insurance claims and rights against and suppliers to the extent that the Seller is legally able to assign the same

2.3 Notwithstanding Clause 2.2.8 of this Agreement, the term "Assets" shall not include Seller's interest in Zeus Technology GmbH.

3. PURCHASE PRICE

3.1 The consideration payable by the Purchaser to the Seller in respect of the sale and purchase hereby agreed shall be a sum equal to the market value for the Business (fair market value of the Assets less the amount of Liabilities) plus the Purchaser's assumption of the Seller's Liabilities. As of the Effective Date, the Purchaser and Seller have estimated the market value for the Assets to be Forty Eight Million and Seven Hundred Thousand United States Dollars (US\$ 48,700,000). Upon a determination of a final market value of the Assets, Purchaser shall make any necessary payment to Seller or visa versa to adjust the consideration to the final market value of the Assets.

3.2 The consideration monies payable to the Seller shall be treated in its books and in the books of the Purchaser as an interest free unsecured loan repayable by the Purchaser to the Seller on demand.

4. ASSUMPTION OF LIABILITIES

On and with effect on the Effective Date the Purchaser shall assume the Liabilities of the Seller.

5. COMPLETION

Completion of the sale and purchase of the Business and Assets shall take place on the Effective Date whereupon the Seller shall:

5.1 insofar as it is able to do so permit the Purchaser to assume the conduct of the Business and deliver to the Purchaser or allow the Purchaser to take possession of those of the Assets title to which is capable of passing by delivery;

5.2 deliver to the Purchaser:

5.2.1 all lists of customers and suppliers, books of account and records whether stored on hard copy or on computer and computer programs relating to the Business;

5.2.2 all the sales publications, advertising material and other sales matter of the Seller in relation to the Business;

5.2.3 all National Insurance contributions and PAYE records duly completed and up to date;

5.2.4 all conveyances, assignments and instruments of transfer as the Purchaser may require for the transfer of all of the Seller's estate, right, title and interest in the Business and Assets to the Purchaser.

5.3 The Seller and the Purchaser will cause appropriate entries to be made in their respective accounting records to reflect the sale and purchase of the Business and Assets hereunder.

6. APPORTIONMENTS

All rents, rates, gas, water, electricity and telephone charges and other periodic outgoings relating to or payable in respect of the Business shall be apportioned between the Seller and

the Purchaser such that the Seller shall be responsible for the same insofar as they relate to the period prior to the Effective Date and the Purchaser shall be responsible for such charges thereafter.

7. CONTRACTS

7.1 Insofar as the benefit of any of the Contracts cannot effectively be transferred to the Purchaser (whether by assignment novation or otherwise) without the consent of a third party and such consent has not been obtained at or prior to Completion:

7.1.1 the Seller shall use all reasonable endeavours to obtain such consent as soon as practicable;

7.1.2 unless and until any such Contract has been transferred to the satisfaction of the Purchaser the Purchaser shall, for its own benefit and to the extent that the Contract in question permits, perform on behalf of the Seller (but at the Purchaser's expense) all the Seller's obligations and the Seller will co-operate with the Purchaser (at the Purchaser's expense) in any reasonable arrangements designed to provide for the Purchaser the benefits under any such Contracts including the enforcement of any and all rights of the Seller thereunder;

7.1.3 the Purchaser shall if so requested by the Seller enter into novation agreements with the other parties to any of such contracts to the intent that thenceforth the Purchaser shall be in a direct contractual relationship with such other parties and the Seller's obligations in respect of such contracts shall be at an end.

8. VALUE ADDED TAX

8.1 The Seller and the Purchaser recognise that the various considerations set out in this agreement are exclusive of value added tax ("VAT") as the parties apprehend that the sale of the Assets is a supply of goods to which the provisions of article 5 of the Value Added Tax (Special Provisions) Order 1995 apply and both the Seller and the Purchaser are taxable persons within the meaning of the Value Added Tax Act 1994. The Seller and the Purchaser shall procure that their value added tax returns and dealings with HM Revenue and Customs are consistent with this view.

8.2 In the event that demand is made upon the Seller by HM Revenue and Customs for VAT in respect of any supply of the Assets the consideration payable by the Purchaser shall be increased by a sum equal to the VAT so demanded ("VAT payment").

8.3 The Purchaser shall make payment of the VAT payment on the later of:

8.3.1 the Business Day following the date of the receipt by the Purchaser of VAT invoices from the Seller in respect of the VAT payment; and

8.3.2 the Business Day before the date on which the Seller is obliged by law to account for output tax to HM Revenue and Customs in respect of supplies made under this agreement.

8.4 If HM Revenue and Customs determine that article 5 of the Value Added Tax (Special Provisions) Order 1995 does not apply to any supply made pursuant to this agreement, the Purchaser shall indemnify the Seller against any interest penalty or surcharge howsoever arising.

9. BUSINESS RECORDS

- 9.1 The Seller will provide the Purchaser with all the value added tax records of the Business required by section 49(1)(b) of the Value Added Tax Act 1994 to be preserved by the Purchaser.
- 9.2 The Seller will provide the Purchaser with all records and other information required by the Purchaser for the purposes of the Capital Goods Scheme in part XV of the Value Added Tax Regulations 1995 (SI 1995/2518) and any adjustments thereunder.
- 9.3 The Purchaser shall for a period of not less than six years from the Effective Date preserve the records delivered to it by the Seller and upon reasonable notice make them available to the Seller or its agents during normal business hours.

10. BOOK AND OTHER DEBTS

All monies received by the Seller in respect of book or other debts on and from the Effective Date shall be received as trustee for the Purchaser and dealt with as the Purchaser may direct and the Seller shall upon request by the Purchaser execute formal assignments in respect of all or any of the book and other debts and join in with the Purchaser in giving the appropriate notice of assignment to the relative debtor or debtors.

11. TITLE

The Purchaser shall accept without investigation, objection or requisition such title as the Seller has to the Business and the Assets.

12. FURTHER ASSURANCE

Upon and at any time after Completion the Seller shall at the request of the Purchaser do and execute or procure to be done and executed all such acts deeds documents and things as may be necessary to vest the title to the Business and Assets in the Purchaser and to give full effect to this agreement.

13. ENTIRE AGREEMENT

- 13.1 This agreement and any documents in the agreed form contain the entire agreement and understanding of the parties in connection with the subject matter thereof and supersedes and extinguishes all previous agreements between the parties relating to the subject matter hereof and all and any representations and warranties previously given and/or made other than those expressly set forth herein and also other than any misrepresentation or breach of warranty which constitutes fraud.
- 13.2 In particular (but without prejudice to the generality of the other provisions of this clause) each party acknowledges to the other (to the intent that the other shall execute this agreement and any documents in the agreed form in reliance upon such acknowledgement) that it has not been induced to enter into this agreement and any documents in the agreed form nor relied upon any representation or warranty other than the representations and/or warranties expressly set forth in this agreement or in any such document. This acknowledgement shall not apply to any misrepresentations and/or breaches of warranty which constitute fraud.
- 13.3 Without prejudice to the generality of the other provisions of this clause each party hereby irrevocably and unconditionally waives any right it may have to claim damages or to rescind this agreement or any such agreement as aforesaid by reason of any misrepresentation and/or

warranty not set forth in this agreement or in any such document (unless such misrepresentation and/or breach of warranty constitutes fraud).

14. AGREEMENT CONTINUES IN FORCE

This Agreement shall remain in full force and effect so far as concerns any matter remaining to be performed at Completion and notwithstanding that Completion shall have taken place.

15. SEVERABILITY

The invalidity illegality or unenforceability of any provisions of this agreement shall not affect the continuation in force of the remainder of this agreement.

16. WAIVER

No waiver by the Purchaser of any breach or non-fulfilment by the Seller of any provision of this agreement shall be deemed to be a waiver of any subsequent or other breach of that or any other provision hereof and no failure to exercise or delay in exercising any right or remedy under this agreement shall constitute a waiver thereof. No single or partial exercise of any right or remedy under this agreement shall preclude or restrict the further exercise of any such right or remedy. The rights and remedies of the Purchaser provided in this agreement are cumulative and not exclusive of any rights and remedies provided by law.

17. VARIATIONS

No variation of this agreement or any of the documents in the agreed form shall be valid unless it is in writing and signed by or on behalf of each of the parties hereto.

18. COUNTERPARTS

This agreement may be executed in any number of counterparts each of which when executed by one or more of the parties hereto shall constitute an original but all of which shall constitute one and the same instrument.

19. THIRD PARTY RIGHTS

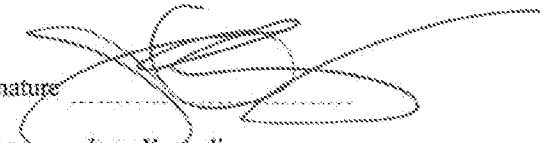
A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

20. GOVERNING LAW

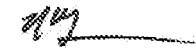
This agreement shall be governed by and construed in accordance with English law and the parties hereby submit for all purposes in connection with this agreement to the exclusive jurisdiction of the English courts.

AS WITNESS the hands of the parties or their duly authorised representatives.

Signed for and on behalf of)
RIVERBED TECHNOLOGY LIMITED)
by:)

Signature 
Name Jerry K. Kennedy
Director

Signed for and on behalf of)
ZEUS TECHNOLOGY LIMITED by:)

Signature 
Name Randy Gottfried
Director

*Photocopy
L. signed*