

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361285

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARBON DESIGN SYSTEMS, INC.		10/19/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ARM LIMITED		
Street Address:	110 Fulbourn Road		
City:	Cambridge		
State/Country:	UNITED KINGDOM		
Postal Code:	CB1 9NJ		
Entity Type:	LIMITED COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3506361	C CARBON DESIGN SYSTEMS	
Registration Number:	3539814	CARBON MODEL STUDIO	
Registration Number:	3634182	ONDEMAND	
Registration Number:	3530400	REPLAY	
Registration Number:	3622068	SOFTWARE BEFORE SILICON	
CORRESPONDENCE DATA			
Fax Number:	2159724169		
<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:	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 (CDS)		
NAME OF SUBMITTER:	Mark d. simpson		
SIGNATURE:	/Mark D. Simpson/		
DATE SIGNED:	11/05/2015		

CH \$140.00 3506361

Total Attachments: 8

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ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

THIS ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES (this "Assignment") is made this 19th day of October, 2015, by and between Carbon Design Systems, Inc., a Delaware corporation whose business address is at 125 Nagog Park, Acton, Massachusetts 01720, U.S.A. ("Assignor"), and ARM Limited, a company organized under the laws of England and Wales whose registered address is at 110 Fulbourn Road, Cambridge CB1 9NJ, United Kingdom ("Assignee"; each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of August 19, 2015, as amended by Amendment No. 1 thereto dated as of October 19, 2015 (the "Asset Purchase Agreement"), pursuant to which, among other things, Assignor agreed to assign to Assignee all right, title and interest in, to and under any and all trademarks, service marks, trade dress, logos, domain names, trade names and corporate names (whether or not registered) in the United States, Japan and all other nations throughout the world, including all variations, derivations, combinations, registrations and applications for registration of the foregoing, including without limitation the trademark registrations and applications identified in Schedule A (collectively, the "Trademarks"), together with any and all goodwill of the Assignor's business symbolized by the Trademarks, and the domain names identified in Schedule B (collectively, the "Domain Names");

WHEREAS, Assignor is the owner, by assignment or otherwise, of the Trademarks and Domain Names; and

WHEREAS, Assignor desires to transfer all right, title and interest in, to and under the Trademarks and Domain Names and all goodwill associated therewith to Assignee and Assignee desires to acquire all such right, title and interest in, to and under the Trademarks and Domain Names and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Asset Purchase Agreement and subject to the terms and conditions therein, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and delivers unto Assignee all right, title and interest in, to and under the Trademarks and Domain Names, together with all goodwill associated therewith, and all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement or misappropriation of any of the foregoing.

2. Assignor hereby agrees to sign all necessary papers and do all lawful acts reasonably requested by Assignee and reasonably required to effect the terms of this Assignment, without further compensation, but at the sole expense of Assignee or its successors and assigns.

Assignor hereby authorizes and requests the officials of all countries and all registrars in which the Trademarks and Domain Names are now or in the future will be registered to issue to Assignee all of Assignor's right, title and interest in and to the same for the sole use and enjoyment of Assignee, its successors and assigns. Assignor shall provide to Assignee all passwords and similar codes necessary to transfer control of the Domain Names to Assignee.

3. Notwithstanding anything in this Assignment to the contrary, Assignee acknowledges and agrees that the only representations and warranties given by Assignor with respect to the Trademarks and Domain Names are set forth in the Asset Purchase Agreement.

4. Any provision of this Assignment may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state. The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby (whether brought by any Party) shall be brought in the Delaware Chancery Court or, if such court shall not have jurisdiction, any federal court located in the State of Delaware or other Delaware state court, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in the Asset Purchase Agreement shall be deemed effective service of process on such party.

6. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT.

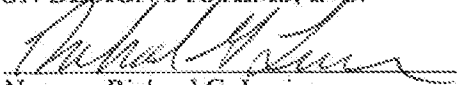
7. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party. Until and unless each Party has received a counterpart hereof signed by the other Party, this Assignment shall have no effect and no Party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

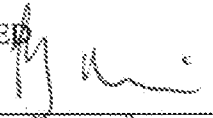
[SIGNATURE PAGES FOLLOW]

Execution Version

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be to be duly executed by their respective authorized officers as of the day and year first above written.

CARBON DESIGN SYSTEMS, INC.

By: 
Name: Richard G. Lucier
Title: President and CEO

ARM LIMITED 
By: _____
Name: PHILIP DAVIS
Title: GENERAL COUNSEL

SCHEDULE A

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Goods / Services</u>
C CARBON DESIGN SYSTEMS (Stylized with Design)	Japan	Registered	2003-93752	24-Oct-2003	4765310	16-Apr-2004	<p>9/Computer software; other electronic machines, apparatus and their parts; manuals and guides for computer and computer software (recorded on electronic media); ear plugs; processed glass (not for building); electric arc welding machines; metal cutting machines; electric welding apparatus; ozonisers; electrolysers; egg-candlers; cash registers; coin counting or sorting machines; electric sign boards for displaying target figures, current outputs or the like; photocopying machines; manually operated computing apparatus; drawing or drafting machines and apparatus; time and ate stamping machines; time clocks; punched card office machines; voting machines; billing machines; postage stamp checking apparatus; vending machines; gasoline station equipment; coin-operated gates for car parking facilities; life saving apparatus and equipment; fire extinguishers; fire hydrants; fire hose nozzles; sprinkler systems for fire protection; fire alarms; gas alarms; anti-theft warning apparatus; protective helmets; railway signals; vehicle breakdown warning triangles; luminous or mechanical road signs; diving machines and apparatus; arcade video game machines; electric door openers; vehicle drive training simulators; sports training simulators; laboratory apparatus and instruments; photographic machines and apparatus; cinematographic machines and apparatus; optical apparatus and instruments; measuring or testing machines and instruments; power distribution or control machines and apparatus; rotary converters;</p>

							phase modifiers; batteries and cells; electric or magnetic meters and testers; electric wire and cables; electric flat irons; electric hair-curlers; electric buzzers, telecommunication machines and apparatus; magnetic cores; resistance wires; electrodes; fire boats; rockets; fire engines; cigar lighters for automobiles; gloves for protection against accidents; dust masks; gas masks; welding masks; fireproof garments; spectacles; consumer video games; electronic circuits and CD-ROMs recorded programs for hand-held games with liquid crystal displays; slot machines; weight belts; wetsuits; inflatable swimming floats; protective helmets for sports; air tanks; swimming flutter boards; regulators; phonograph records; metronomes; electronic circuits and CD-ROMs recorded automatic performance programs for electronic musical instruments; slide-rules; exposed cinematographic films; exposed slide films; slide film mounts; recorded video discs and tapes; and electronic publications.
C CARBON DESIGN SYSTEMS (Stylized with Design)	United States of America	Registered	78/31 4,555	16-Oct-2003	3,508,361	23-Sep-2008	9/Computer software for electronic design automation
CARBON MODEL STUDIO	United States of America	Registered	77/41 8,485	11-Mar-2008	3,539,814	02-Dec-2008	9/Computer software and manuals sold as a unit for electronic design automation
DESIGNPLAY ER	Japan	Abandoned	2003- 93326	23-Oct-2003	4763677	09-Apr-2004	English translation not provided
DESIGNPLAY ER	United States of America	Abandoned	78/31 4,032	15-Oct-2003	2,979,380	26-Jul-2005	9/Computer software, and manuals sold as a unit, for electronic design automation

ONDEMAND	United States of America	Registered	77/52 4,783	17-Jul-2008	3,634,182	09-Jun-2009	9/Computer software for electronic design automation
REPLAY	United States of America	Registered	77/41 8,497	11-Mar-2006	3,530,400	11-Nov-2008	9/Computer software and manuals sold as a unit for electronic design automation
SOFTWARE BEFORE SILICON	United States of America	Registered	77/52 4,829	17-Jul-2008	3,622,068	19-May-2009	9/Computer software for electronic design automation
SPEEDCOMPI LER	United States of America	Abandoned	78/31 4,055	15-Oct-2003	3,096,368	23-May-2006	9/Computer software, and manuals sold as a unit, for electronic design automation
CARBON SPEEDCOMPI LER	Japan	Abandoned	2004- 46402	20-May- 2004	4869230	03-Jun-2005	
SPEEDCOMPI LER	Japan	Abandoned	2003- 09332 7	23-Oct- 2003	-	-	English translation not provided
THE ANSWER TO VALIDATION.	Japan	Abandoned	2003- 93328	23-Oct- 2003	4763678	09-Apr-2004	English translation not provided
THE ANSWER TO VALIDATION.	United States of America	Abandoned	78/31 4,064	15-Oct- 2003	2,973,951	19-Jul-2005	9/Computer software, and manuals sold as a unit, for electronic design automation
C VSP (Stylized and Design)	United States of America	Abandoned	78/72 1,106	27-Sep- 2005	3,219,586	20-Mar-2007	9/Computer software, and manuals sold as a unit, for electronic design automation
VSP	United States of America	Abandoned	78/72 1,097	27-Sep- 2005	3,207,014	06-Feb-2007	9/Computer software, and manuals sold as a unit, for electronic design automation

SCHEDULE B

armipexchange.com
armsystemexchange.com
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