

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM396552

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Inphi Corporation		08/04/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rambus Inc.		
<b>Street Address:</b>	1050 Enterprise Way, Suite 700		
<b>City:</b>	Sunnyvale		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94089		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2972229	EXACTIK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6509385200		
<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>			
<b>Phone:</b>	(650) 988-8500		
<b>Email:</b>	trademarks@fenwick.com		
<b>Correspondent Name:</b>	Sally M. Abel		
<b>Address Line 1:</b>	801 California Street		
<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94041		
<b>ATTORNEY DOCKET NUMBER:</b>	21404-00070		
<b>NAME OF SUBMITTER:</b>	Sally M. Abel		
<b>SIGNATURE:</b>	/sabel/		
<b>DATE SIGNED:</b>	08/27/2016		
<b>Total Attachments: 5</b>			
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## MASTER TRADEMARK ASSIGNMENT

THIS MASTER TRADEMARK ASSIGNMENT (this “Trademark Assignment”), dated as of August 4, 2016, is entered into by and among, on the one hand, Rambus Inc., a Delaware corporation (“Buyer Parent”) and Bell ID Singapore PTD Ltd, a Singapore private limited company (“Buyer,” and together with Buyer Parent, the “Assignees”) and, on the other hand, Inphi Corporation, a Delaware corporation (“Seller”) and Inphi International Pte. Ltd., a Singapore private limited company (“Seller Sub” and together with Seller, the “Assignors”). All capitalized terms used but not defined herein shall have the meaning given in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignors and Assignees entered into an Asset Purchase Agreement, dated as of June 29, 2016 (the “Asset Purchase Agreement”), pursuant to which, among other things, Assignors have agreed to assign to Assignees certain trademark rights.

In consideration of the foregoing and the mutual covenants and agreements contained herein and in the Asset Purchase Agreement, good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Assigned Trademarks. The term “Assigned Trademarks” means the trademarks set forth on Schedule A attached hereto.

2. Assignment. Assignors hereby sell, assign, transfer and deliver to Assignees all of Assignors’ right, title and interest in and to the Assigned Trademarks together with the goodwill of the business appurtenant thereto.

3. No Warranties. This Trademark Assignment provides no warranties of any kind, express or implied, with respect to the Assigned Trademarks.

4. Further Assurances. Assignors will, at the request and expense of Assignees (except for the value of the time of Assignor’s employees), use their commercially reasonable efforts to do all lawful acts that are necessary for recording and perfecting Assignees’ rights to any Assigned Trademarks. In addition, and without limiting and not in lieu of the preceding sentence, Assignors shall complete, as soon as practicable after the Closing as agreed by the parties, any necessary re-execution and notarization, if any, and other procedural steps to be taken by Assignors to render Trademark assignments suitable for filing in each jurisdiction in which such Assigned Trademarks have been filed or recorded.

5. Successors and Assigns. This Trademark Assignment will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties.

6. Severability. If any provision of this Trademark Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Trademark Assignment will remain in full force and effect. Any provision of this Trademark Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

7. Governing Law. This Trademark Assignment shall be governed in all respects by the internal laws of the State of California as applied to agreements entered into among California residents to be performed entirely within California, without regard to principles of conflict of laws. With respect to any disputes arising out of or related to this Trademark Assignment, the parties consent to the exclusive jurisdiction of, and venue in, the state courts in Santa Clara County in the State of California (or in the event of exclusive federal jurisdiction, the courts of the Northern District of California). Each of the parties hereto irrevocably and unconditionally waives any objection to the laying of venue of any suit or proceeding arising out of or relating to this Trademark Assignment or the transactions contemplated hereby in the state courts in Santa Clara County in the State of California (or in the event of exclusive federal jurisdiction, the courts of the Northern District of California) and irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such suit or proceeding in any such court has been brought in an inconvenient forum. Each of the parties hereto further agrees, (a) to the extent such party is not otherwise subject to service of process in the State of California, to appoint and maintain an agent in the State of California as such party's agent for acceptance of legal process, and (b) that service of process may also be made on such party at its respective address set forth in **Section 9.1** of the Asset Purchase Agreement by prepaid certified mail with a proof of mailing receipt validated by U.S. Postal Service constituting evidence of valid service. Service made pursuant to (a) or (b) above shall have the same legal force and effect as if served upon such party personally with the State of California.

8. Counterparts. This Trademark Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts.

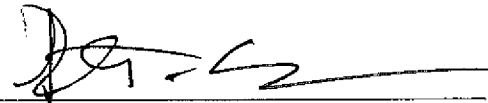
9. Precedence. Those trademark assignments executed and delivered to Assignees purporting to assign any Assigned Trademarks in a particular Trademark jurisdiction (the "Jurisdiction Specific Trademark Assignment(s)") are solely for registration or recordation purposes. The Asset Purchase Agreement shall take precedence over this Trademark Assignment and/or any Jurisdiction Specific Trademark Assignment; and this Trademark Assignment shall take precedence over any Jurisdiction Specific Trademark Assignment. In the event of any difference, discrepancy or conflict between any term or condition in the Asset Purchase Agreement and any term or condition in this Trademark Assignment or in any Jurisdiction Specific Trademark Assignment, the terms and conditions of the Asset Purchase Agreement shall prevail and govern. In the event of any difference, discrepancy or conflict between any term or condition in this Trademark Assignment and any term or condition in any Jurisdiction Specific Trademark Assignment, the terms and conditions of this Trademark Assignment shall prevail and govern.

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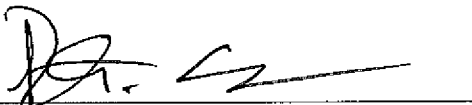
IN WITNESS WHEREOF, Assignors and Assignees have caused this Trademark Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNORS:

INPHI CORPORATION


By:   
Name: Richard Ogawa  
Title: General Counsel

INPHI INTERNATIONAL PTE. LTD


By:   
Name: Richard Ogawa  
Title: Director

ASSIGNEES:

RAMBUS INC.

By:   
Name: Joe Kim  
Title: Sr. VP, General Counsel

BELL ID SINGAPORE PTD LTD

By:   
Name: Joe Kim  
Title: Sr. VP, General Counsel

# **SCHEDULE A**

## **I. Registered Trademarks:**

II.

Mark	Country	Status	Class/Goods	Application Date	Application No.	Registration Date	Registration No.
EXACTIK	United States	Registered	09: semiconductor devices and integrated circuits	Sep-29-2003	76/548020	Jul-19-2005	2972229