

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427328

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Asset Sale and Purchase Agreement with Trademark Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALLINEA SOFTWARE LIMITED		03/01/2017	Company: GREAT BRITAIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARM LIMITED		
<b>Street Address:</b>	110 Fulbourn Road		
<b>City:</b>	Cambridge		
<b>State/Country:</b>	GREAT BRITAIN		
<b>Postal Code:</b>	CB1 9NJ		
<b>Entity Type:</b>	Company: GREAT BRITAIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4975944	ALLINEA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
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<b>NAME OF SUBMITTER:</b>	M		
<b>SIGNATURE:</b>	/Mark D. Simpson/		
<b>DATE SIGNED:</b>	05/12/2017		
<b>Total Attachments: 20</b>			
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01 March 2017

Dated 2017

- (1) **ALLINEA SOFTWARE LIMITED** (as Seller)
- (2) **ARM LIMITED** (as Purchaser)

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INTRA-GROUP ASSET SALE AND PURCHASE  
AGREEMENT  
relating to Allinea Software Limited

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## Schedules

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**THIS AGREEMENT** is dated

2017 and made between:

- (1) **ALLINEA SOFTWARE LIMITED** a company incorporated in England and Wales (registered number 06871298) whose registered office is at The Innovation Centre Warwick Technology Park, Hallows Hill, Warwick, CV34 6UW ("**Seller**"); and
- (2) **ARM LIMITED** a company incorporated in England and Wales (registered number 02557590) whose registered office is at 110 Fulbourn Road, Cambridge, Cambridgeshire, CB1 9NJ ("**Purchaser**").

## BACKGROUND:

- (A) The Seller carries on the Business.
- (B) The entire issued share capital of the Seller is owned legally and beneficially by the Purchaser.
- (C) The Seller has agreed to sell and the Purchaser has agreed to purchase all of the assets of the Seller and the Purchaser has agreed to assume the Business as a going concern on the terms of this Agreement.

**IT IS AGREED that:**

## 1. DEFINITIONS AND INTERPRETATIONS

### 1.1 Defined terms

In this Agreement and the Background:

**"Assets"** mean all the tangible and intangible assets, Contracts and rights of the Seller owned or used in connection with the Business including but not limited to those that are listed in Schedule 1, Part 1 (Assets to be sold) as at the Effective Date but excluding the Excluded Assets;

**"Assigned Rights"** means the Intellectual Property Rights set out in Schedule 3 and all the Seller's right title and interest in any other Intellectual Property Rights held, acquired or created by the Seller in connection with the Business prior to the Effective Date;

**"Business"** means the business carried on by the Seller as at the Effective Date including the Assets and Liabilities;

**"Completion"** means completion of the sale and purchase under this Agreement;

**"Contracts"** means all contracts and orders entered into by the Seller (except those listed as, or in relation to, an Excluded Asset) in respect of the Business and remaining to be performed (in whole or in part) at the Effective Date including, but not limited to, (a) engagements and orders for the sale or supply by or to the Company of goods and services relating to the Business, (b) hire purchase and leasing agreements to which any of the Assets are subject (c) all grant agreements and (d) all re-seller and distribution agreements;

**"Effective Date"** means 1 February 2017;

**"Excluded Assets"** means all the tangible and intangible assets and Contracts of the Seller that are listed in Schedule 1, Part 2 (Excluded Assets);

**"Intellectual Property Rights"** means 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;

**"Liabilities"** means all the liabilities and obligations (whether actual or contingent) of the Seller in respect of the Business as at the Effective Date but not including (a) any liabilities and obligations arising under (a) any of the Excluded Assets or (b) the Contracts, save for the Specific Obligations;

**"Net Book Value"** means the aggregate net book value of the Assets (following deduction of all the Liabilities) as at 31 January 2017;

**"Patents"** means the patent applications set out in Part 1 of Schedule 3;

**"Properties"** means the leasehold property details of which are set out in Schedule 2 (Properties);

**"Purchase Price "** means the purchase price specified in Clause 3 (Purchase Price);

**"Regulations"** means The Transfer of Undertakings (Protection of Employment) Regulations 2006;

**"Software"** means 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;

**"Specific Obligations"** has the meaning given to it in Clause 8.1 (Fulfillment of contracts);

**"Trademarks"** means the the registered and unregistered trademarks, applications and trade and product names of the Seller as identified in parts 1 and 2 of Schedule 3;

**"Transferring Employees"** means all those persons who are employed by the Seller in the Business as at the Effective Date; and

**"VATA"** means the Value Added Tax Act 1994.

## 1.2 **Contents page and headings**

In this Agreement, the contents page and headings are included for convenience only and shall not affect the interpretation or construction of this Agreement.

## 1.3 **Meaning of references**

In this Agreement, unless the context requires otherwise, any reference to:

- (a) the **Background** is to the statements about the background to this Agreement made above, a **Clause** or a **Schedule** is to a clause of or a schedule to this Agreement and to a **Part** of a Schedule is to a part of that Schedule; and
- (b) this **Agreement** includes the Schedules, which form part of this Agreement for all purposes.

## 1.4 **No restrictive interpretations**

In this Agreement, general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

## 2. **AGREEMENT TO SELL AND PURCHASE**

### 2.1 **Sale and purchase**

Subject to Clause 2.3 (Excluded Assets), the Seller shall sell and the Purchaser shall purchase the entire legal and beneficial ownership in the Business as a going concern with effect from the Effective Date.

### 2.2 **Assumption of Liabilities**

The Purchaser shall accept and assume the Liabilities with effect from the Effective Date.

### 2.3 **Excluded Assets**

There shall be excluded from the sale and purchase and retained by the Seller all the Excluded Assets.

### 2.4 **Seller's covenants**

The Seller covenants that it has full power and the right to transfer the beneficial ownership in the Assets.

### 2.5 **Assignment of the Assigned Rights**

In consideration of receipt of the Purchase Price, with effect from the Effective Date, the Seller hereby assigns to the Purchaser, 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 Purchaser, including:

- (a) in respect of the Patents:
  - (i) in respect of any and each application in the Patents: (A) the right to claim priority from and to prosecute and obtain grant of patent; and (B) the right to file divisional, continuation and / or continuation-in-part applications based thereon and to prosecute and obtain grant of patent on each and any such divisional, continuation and / or continuation-in-part application;
  - (ii) in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
  - (iii) the right to extend to or register in or in respect of any country or territory in the world each and any of the Patents, and each and any of the applications comprised in the Patents or filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications.

- (iv) the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid; and
  - (v) 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 the Patents or any patents granted on any of the applications in the Patents or filed as aforesaid, whether occurring before on or after the date of this agreement.
- (b) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents and Trademarks;
  - (c) all goodwill attaching to the Trademarks and in respect of the Business relating to the goods or services for which the Trademarks are registered or used; and
  - (d) 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 the Assigned Rights whether occurring before, on, or after the date of this Agreement.

## 2.6 Moral rights

The Seller shall provide the Purchaser with written absolute waivers from all authors of the written materials relating to the Assigned Rights in relation to any moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to such materials and, as far as is legally possible, any broadly equivalent rights those authors may have in any territory of the world.

## 3. PURCHASE PRICE

### 3.1 Purchase Price

The Purchase Price shall be a sum equal to the Net Book Value and shall be satisfied by the Purchaser in cash.

### 3.2 VAT

The Purchase Price is exclusive of any VAT which may be due in connection with the transfer of the Business.

## 4. COMPLETION

### 4.1 Timing of Completion

Completion shall take place immediately after the execution of this Agreement and this Agreement shall be effective on and from the Effective Date.



#### 4.2 **Seller's obligations**

With effect from the Effective Date, the Seller shall:

- (a) deliver to or procure the delivery to the Purchaser, or as the Purchaser shall direct, of such of the Assets as are capable of passing by delivery; and
- (b) procure the execution of all documents and the doing of all things necessary or desirable to vest the benefit of the Assets in the Purchaser and to fulfil all the obligations of the Seller.

### 5. **RISK AND TITLE**

#### 5.1 **Title**

The Purchaser shall accept such title as the Seller has to the Assets agreed to be sold under this Agreement.

#### 5.2 **Risk**

Risk in the Assets shall pass to the Purchaser on the Effective Date.

### 6. **EMPLOYEES**

#### 6.1 **Application of the Regulations**

The Seller and the Purchaser acknowledge and agree that the Regulations will apply to the sale and purchase of the Business under this Agreement and to the Transferring Employees.

#### 6.2 **Apportionment**

- (a) All salaries and other emoluments of the Transferring Employees shall be discharged and all Pay As You Earn, income tax deduction and national insurance contribution legislation and regulations shall be complied with by the Seller in respect of all periods up to and including the Effective Date.
- (b) All salaries and other emoluments of the Transferring Employees shall be discharged and all Pay As You Earn, income tax deduction and national insurance contribution legislation and regulations shall be complied with by the Purchaser in respect of all periods after the Effective Date.

#### 6.3 **Indemnities**

- (a) The Seller will indemnify the Purchaser against all Losses in connection with any act or omission of the Seller prior to the Effective Date arising out of or relating to the employment or termination of employment of any of the Transferring Employees.

- (b) The Purchaser will indemnify the Seller against all Losses in connection with any act or omission of the Purchaser after the Effective Date arising out of or relating to the employment or termination of employment of any of the Transferring Employees.

#### 6.4 Wrong pocket employees

- (a) If any contract of employment (including any rights, powers, duties and liabilities under or in connection with that contract) of any Transferring Employee is found or alleged to continue with the Seller after the Effective Date, the Purchaser agrees that:
  - (i) in consultation with the Seller, it will within 14 days of discovering such a finding or allegation make to that person an offer in writing to employ him or her under a new contract of employment to take effect upon the termination referred to below; and
  - (ii) that offer of employment will be on terms and conditions which, when taken as a whole, do not materially differ from the terms and conditions of employment of that person immediately before the Effective Date (save as to the identity of the employer and any terms relating to an occupational pension scheme).

Upon that offer being made by the Purchaser the Seller shall terminate the employment of the Transferring Employee concerned.

- (b) If any contract of employment (including any rights, powers, duties and liabilities under or in connection with that contract) of any person who is not a Transferring Employee is found or alleged to have effect pursuant to the Regulations after the Effective Date as if it was a contract of employment originally made with the Purchaser, the Seller agrees that:
  - (i) in consultation with the Purchaser, it will within 14 days make to that person an offer in writing to employ him or her under a new contract of employment to take effect on the termination referred to below; and
  - (ii) that offer of employment will be on terms and conditions which, when taken as a whole, do not materially differ from the terms and conditions of employment of that person immediately before the Effective Date.

Upon that offer being made, the Purchaser shall terminate the employment of the person concerned.

## 7. VAT

### 7.1 Transfer as going concern

The Seller and the Purchaser intend that the Business shall be transferred to the Purchaser as a going concern with effect from the Effective Date and they intend accordingly that the provisions of s49 VATA and Article 5 Value Added Tax (Special Provisions) Order 1995 shall apply to the transfer of the Business.

### 7.2 Purchaser's undertaking

The Purchaser undertakes to the Seller that with effect from the Effective Date it shall carry out the Business as a going concern and the Assets shall be used in the Business and the Purchaser will carry on the same kind of business as carried on by the Seller in relation to the Business.

### 7.3 Payment of VAT

If, notwithstanding Clauses 7.1 and 7.2 HM Revenue & Customs shall determine that VAT is chargeable in connection with the transfer of all or any part of the Assets under this Agreement, the Seller shall notify the Purchaser of that determination as soon as it has been so advised by HM Revenue & Customs and the Purchaser shall pay to the Seller, in addition to the Purchase Price, the amount of VAT due (together with any interest or penalties) immediately following receipt of a valid VAT invoice from the Seller.

### 7.4 Purchaser's notification

This Clause 7.4 constitutes the Purchaser's notification to the Seller with effect from the Effective Date that Paragraph (2B), Article 5 Value Added Tax (Special Provisions) Order 1995 does not apply to the Purchaser.

## 8. EFFECT OF COMPLETION

### 8.1 Fulfilment of contracts

Subject to the terms of the Contracts, the Purchaser shall, after the Effective Date, perform for its own account and fulfil the servicing and maintenance obligations of the Seller under the Contracts (the "**Specific Obligations**").

### 8.2 Third party consents and indemnification

(a) Each party shall use all reasonable endeavours to procure that after the Effective Date the other parties to the Contracts shall, where that consent is necessary, consent to assignment of (and where explicitly agreed between the Purchaser and the Seller, the novation of) the Contracts, provided that if that consent is not obtained or until it is obtained:

(i) the Seller shall hold each Contract and any monies, goods or other benefits received under the Contracts as trustee for the Purchaser and

shall, immediately upon receipt of the same, account for and pay or deliver them to the Purchaser; and

(ii) the Purchaser shall perform the Specific Obligations for the Seller, and shall indemnify the Seller against or reimburse the Seller for any payment required to be made or other liability incurred by the Seller arising out of the non-performance of the Specific Obligations by the Purchaser, subject to a cap, per Contract, of 100% of the fees received by the Purchaser pursuant to Clause 8.2(a)(i) with respect to the relevant Contract in the 12 months preceding the event giving rise to the relevant liability.

(b) The Purchaser will continue to carry out the Specific Obligations and to indemnify the Seller, in each case in accordance with the provisions of Clause 8.2(a)(ii) above, following the assignment of the relevant Contract in accordance with Clause 8.2(a).

### 8.3 Indemnity against the Liabilities

(a) Subject to Clause 8.3(b), the Purchaser undertakes to the Seller that following the Effective Date the Purchaser shall be responsible for and keep the Seller indemnified from and against the Liabilities and all other liabilities of the Business arising after the Effective Date together with all costs, claims, proceedings and expenses made against or incurred by the Seller in relation to them.

(b) The Purchaser's liability in respect of the Specific Obligations shall be capped as set out in Clause 8.2(a)(ii).

### 8.4 Access to books and records

After the Effective Date, the Seller and the Purchaser shall each give to the other such reasonable access as the other may require within the period of three calendar years from the Effective Date, to the books, accounts, records and returns of the other relating to or in connection with the Business.

### 8.5 Further assistance

After the Effective Date, the Seller shall:

(a) do, execute and perform all such acts, deeds, documents and things as the Purchaser may from time to time require for the purpose of vesting in the Purchaser the full benefit of the Business and the properties, rights and assets agreed to be sold; and

(b) give to the Purchaser all reasonable assistance to enable the Purchaser to enforce or obtain the full benefit of any rights against third parties transferred to the Purchaser by this Agreement.

## 9. GENERAL

### 9.1 Costs

Each party shall bear its own costs and expenses incurred in connection with and incidental to the preparation and completion of this Agreement.

### 9.2 Assignment

The benefit of this Agreement may be assigned, in whole or in part, and without restriction to any person provided that the liability of the Seller as a result of the assignment shall not be greater than its liability had no assignment occurred.

### 9.3 Entire agreement

This Agreement represents the whole and only agreement between the parties in relation to the sale and purchase of the Business and supersedes any previous agreement whether written or oral between the parties in relation to that subject matter. Accordingly, all other terms, conditions, representations, warranties and other statements which would otherwise be implied (by law or otherwise) shall not form part of this Agreement.

### 9.4 No reliance

Each party acknowledges that in entering into this Agreement it places no reliance on any representation, warranty or other statement relating to the subject matter of this Agreement, other than as set out in this Agreement.

### 9.5 No liability unless statement made fraudulently

Neither party shall have any liability or remedy in tort in respect of any representation, warranty or other statement (other than those contained in this Agreement) being false, inaccurate or incomplete unless it was made fraudulently.

### 9.6 Continuing effect

Each provision of this Agreement shall continue in full force and effect after the Effective Date, except to the extent that a provision has been fully performed on or before the Effective Date.

### 9.7 Invalidity

If all or any part of any provision of this Agreement shall be or become illegal, invalid or unenforceable in any respect, then the remainder of such provision and/or all other provisions of this Agreement shall remain valid and enforceable and the remaining liabilities of the parties under this Agreement shall not be affected or impaired.

**9.8 Third party rights**

The parties do not intend any term of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

**9.9 Governing law and jurisdiction**

This Agreement shall be governed by and construed in accordance with English law and each party irrevocably submits to the exclusive jurisdiction of the English courts to settle any disputes which may arise under or in connection with this Agreement or the legal relationships established by it.

**EXECUTION:**

The parties have shown their acceptance of the terms of this Agreement by executing it after the Schedules.

## **SCHEDULE 1 ASSETS**

### **Part 1 Assets to be sold**

1. The goodwill of the Business including the exclusive right for the Purchaser to represent itself as carrying on the Business in succession to the Seller in connection with the Business.
2. All the loose plant and machinery, tools, patterns, prototypes, fittings, furniture and equipment of the Business.
3. All the fixed plant and machinery of the Business.
4. All the stock in trade, finished stocks, partly finished stock, work-in-progress, new materials, stores and components of the Business.
5. All the cash in hand and moneys held on current account of the Business.
6. All book and other debts owing to the Seller in respect of the Business (including, but not limited to, all prepayments made by the Seller) and the benefit of all securities for them.
7. All the Assigned Rights of the Seller in respect of the Business including but not limited to the Intellectual Property Rights set out in Schedule 3 (Intellectual Property Rights).
8. The benefit subject to the burden of the Contracts.
9. The benefit (so far as the same can be assigned or transferred to or held in trust for the Purchaser) of all rights and claims of the Seller under any warranties, conditions, representations, guarantees or indemnities in favour of the Seller in respect of the Business.
10. All lists of customers and supplies and all books and records relating to the Business and all sales literature used in connection with the Business.
11. The Transferring Employees.
12. All the other property and assets of the Seller which can properly be regarded as comprised in the Business.

### **Part 2 Excluded assets**

All the properties listed in Schedule 2.



**SCHEDULE 2**  
**Properties**

<u>No</u>	<u>Proprietor</u>	<u>Date of Lease</u>	<u>Parties to Lease</u>	<u>Term and current rent</u>
1	Allinea Software Limited	[REDACTED]	[REDACTED] Allinea Software Limited	[REDACTED] £ [REDACTED] per annum

<u>No</u>	<u>Proprietor</u>	<u>Date of Lease</u>	<u>Parties to Licence</u>	<u>Term and current rent</u>
1	Allinea Software Limited	2 September 2016	[REDACTED] Allinea Software Limited	[REDACTED] £ [REDACTED] per month

**SCHEDULE 3**  
**Intellectual Property Rights**

**Part 1**  
**Registered Intellectual Property Rights**

**Trademarks**

United States Trade Mark Registration No. 4975944 (86/419284)	ALLINEA in Classes 9, 41, 42		Held by Allinea Software Limited
European Union Trade Mark Registration No. 013305727	ALLINEA in Classes 9, 41, 42		Held by Allinea Software Limited

**Patents**

European Patent Application No. 14762061.1	Regional Phase of PCT Application PCT/GB2014/05265	Scalable parallel metric analysis	Held by Allinea Software Limited
United States Patent Application No. 14/916648 (2016/0203188)	Regional Phase of PCT Application PCT/GB2014/052654	Scalable parallel metric analysis	Held by Allinea Software Limited

**Part 2**  
**Unregistered Intellectual Property Rights**

**Software:**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



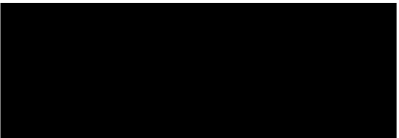

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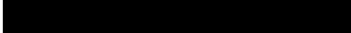
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**Unregistered Trademarks:**

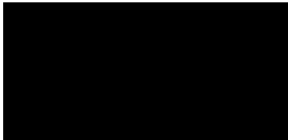
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**Part 3  
Products**

**Part 4  
Domain names**





**EXECUTION:**

DocuSigned by:  
*Javier Orensanz Martinez*  
 SIGNED by (B61F32C65824444...), )  
 Director, duly authorised for and on behalf )  
 of **ALLINEA SOFTWARE LIMITED:**

Javier Orensanz Martinez

Director

DocuSigned by:  
 APPROVED BY  
 ARM LIMITED  
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DocuSigned by:  
*Graham Budd*  
 SIGNED by (0F3D4FB696EB43A...), )  
 Director, duly authorised for and on behalf )  
 of **ARM LIMITED:**

Graham Budd

Chief operating officer

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 ARM LIMITED  
 B522DC81829B47A...