

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462801

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	08/03/2012		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPRINGSOFT, INC.		08/03/2012	Corporation: TAIWAN
RECEIVING PARTY DATA			
Name:	SYNOPSYS TAIWAN LIMITED		
Street Address:	29 Fl., No. 333		
Internal Address:	Keelung Rd. Sec. 1		
City:	Taipei		
State/Country:	TAIWAN		
Entity Type:	Corporation: TAIWAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4126231	LAKER	
CORRESPONDENCE DATA			
Fax Number:	7136321401		
<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:	7136321400		
Email:	danny.vara@hoganlovells.com		
Correspondent Name:	Hogan Lovells US LLP		
Address Line 1:	609 Main Street		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	Danny Vara		
SIGNATURE:	/Danny Vara/		
DATE SIGNED:	02/21/2018		
Total Attachments: 84			
source=SpringSoft Inc merger Synopsys Taiwan Limited#page1.tif			
source=SpringSoft Inc merger Synopsys Taiwan Limited#page2.tif			
source=SpringSoft Inc merger Synopsys Taiwan Limited#page3.tif			
source=SpringSoft Inc merger Synopsys Taiwan Limited#page4.tif			
source=SpringSoft Inc merger Synopsys Taiwan Limited#page5.tif			

CH \$40.00 4126231

source=SpringSoft Inc merger Synopsys Taiwan Limited#page54.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page55.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page56.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page57.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page58.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page59.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page60.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page61.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page62.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page63.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page64.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page65.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page66.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page67.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page68.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page69.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page70.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page71.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page72.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page73.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page74.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page75.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page76.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page77.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page78.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page79.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page80.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page81.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page82.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page83.tif
source=SpringSoft Inc merger Synopsys Taiwan Limited#page84.tif

EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

between

SYNOPTIS TAIWAN LIMITED

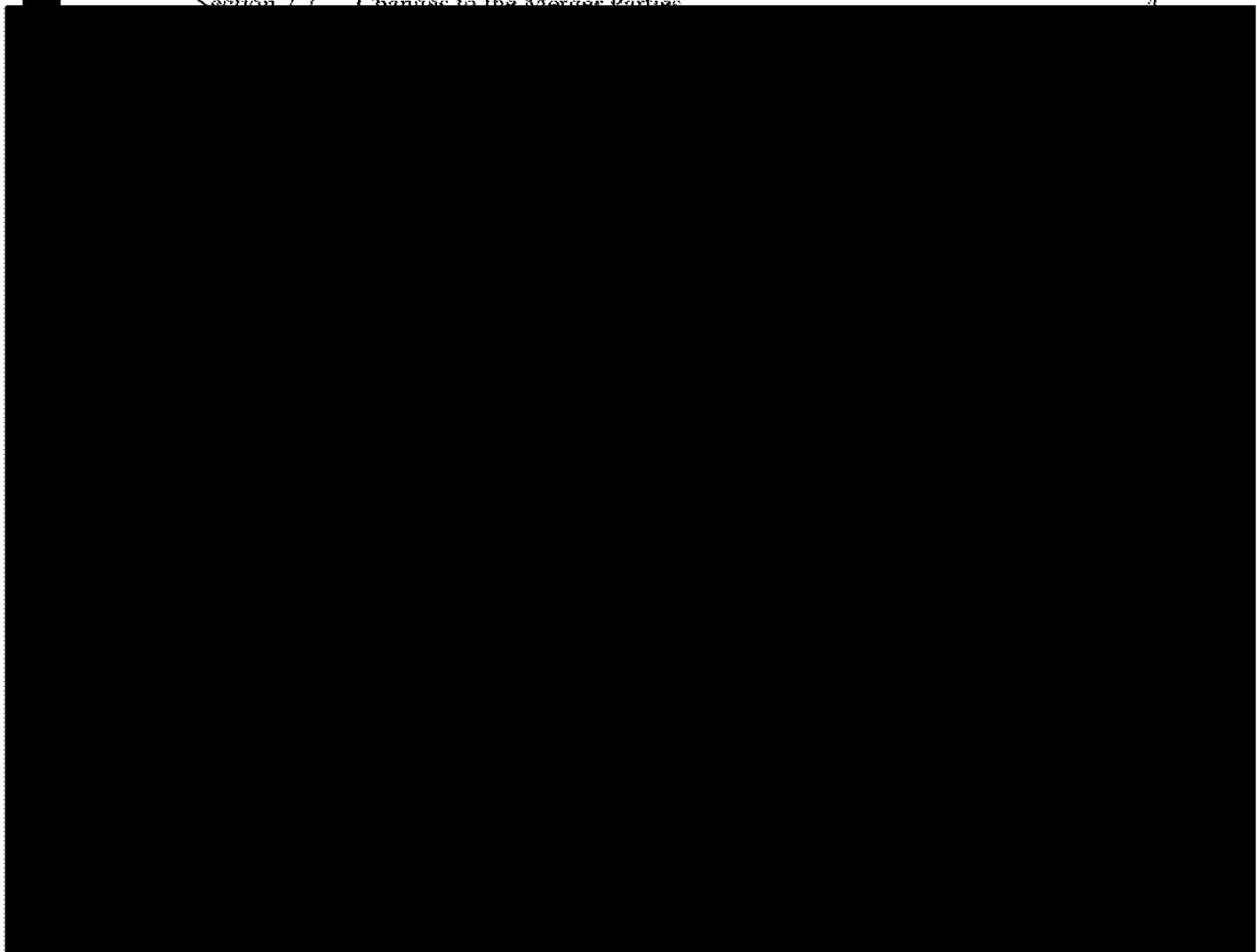
and

SPRINGSOFT INC.

Dated as of August 3, 2012

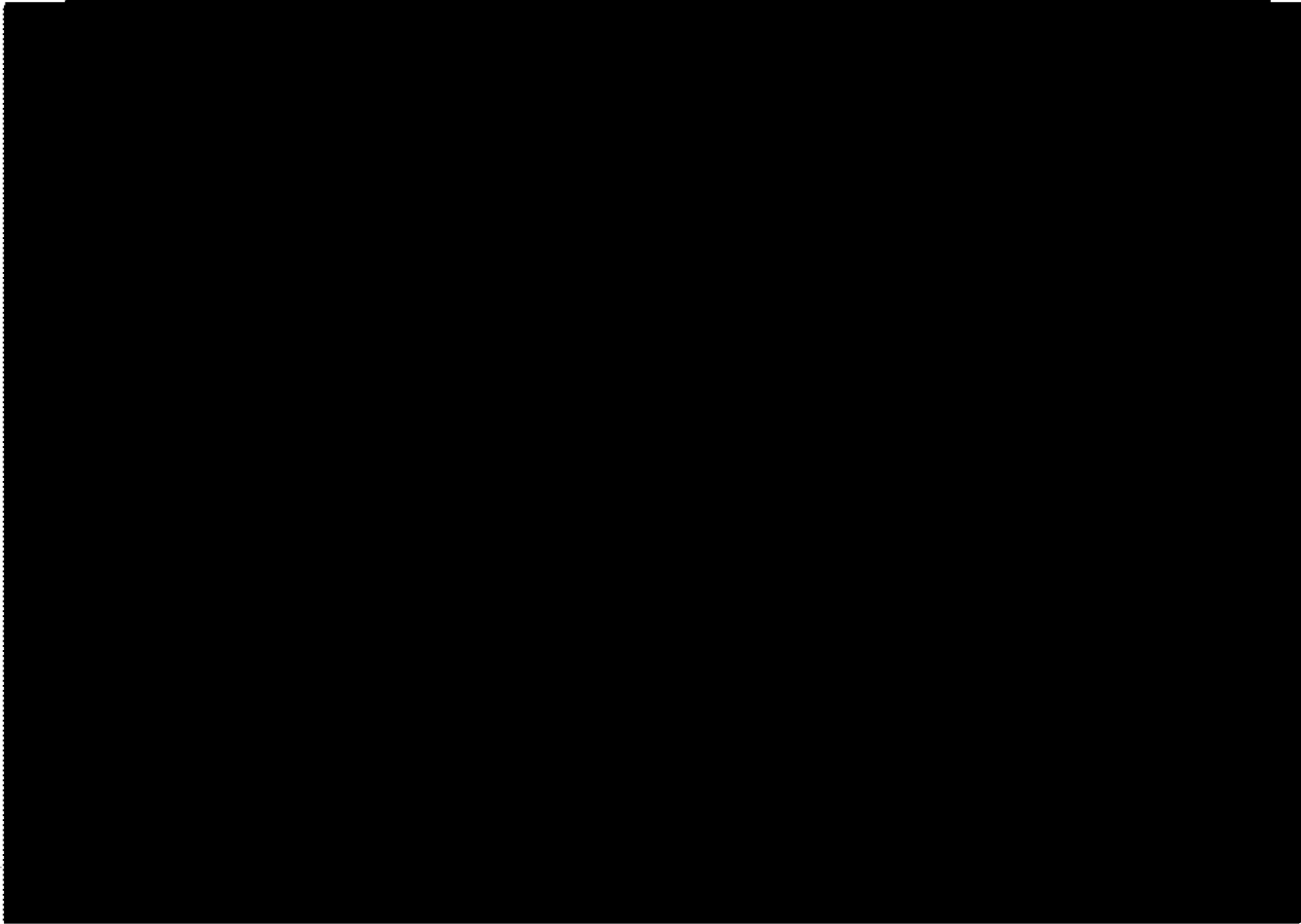
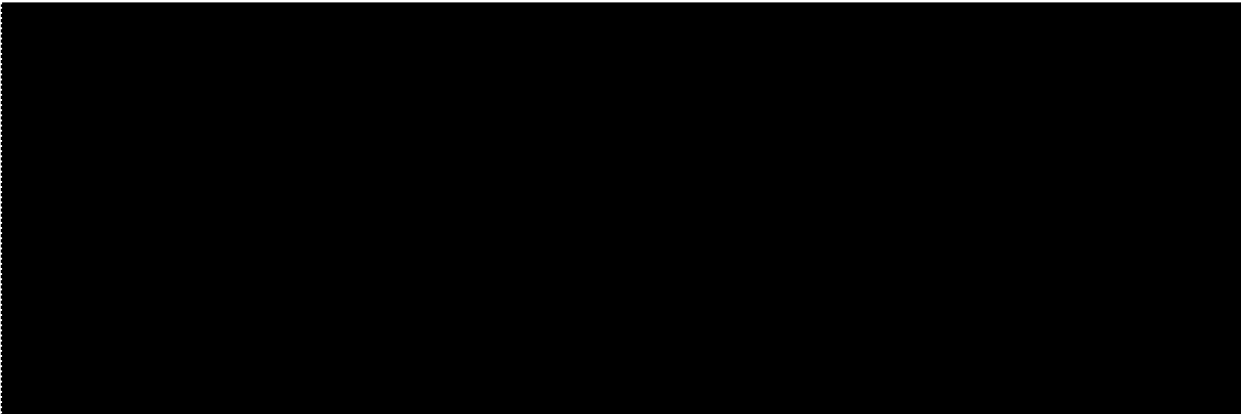
Table of Contents

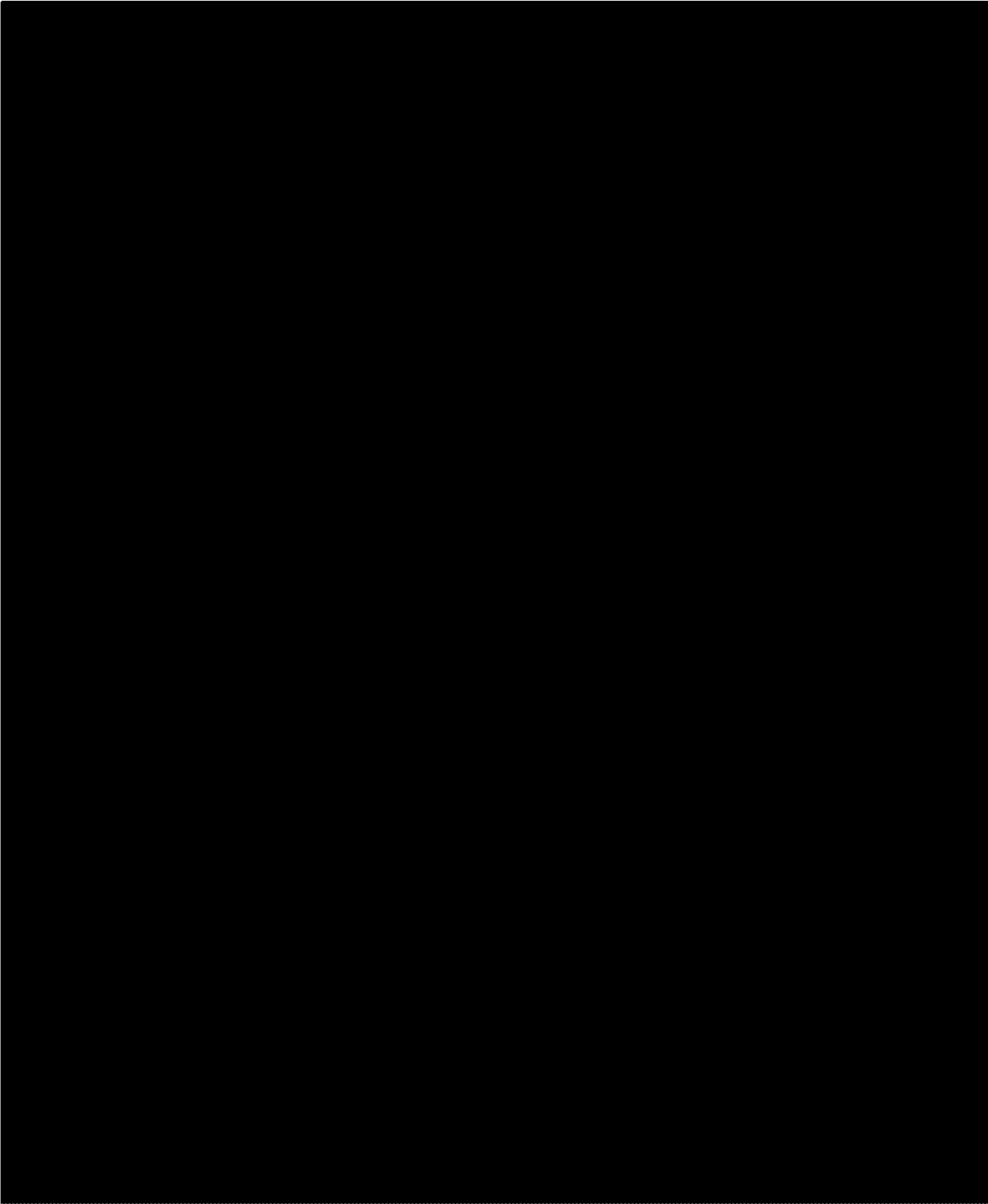
	Page
ARTICLE I THE OFFER	2
Section 1.1 The Offer.....	2
Section 1.2 Short-Form Merger	3
ARTICLE II THE MERGER.....	3
Section 2.1 The Merger.....	3
Section 2.2 Capital.....	3
Section 2.3 Closing	3
Section 2.4 Effects of the Merger	3
Section 2.5 Articles of Incorporation.....	4
Section 2.6 Directors and Supervisors.....	4
Section 2.7 Change to the Merger Parties.....	4





Section 4.18 Intellectual Property..... 25





SF 1873596e2

iii

TRADEMARK
REEL: 006276 FRAME: 0462

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of August 3, 2012, is being entered into by and between **SYNOPSISYS TAIWAN LIMITED**, a company incorporated and in existence under the laws of the Republic of China (the "ROC") with a principal place of business at 29 Fl., No. 333, Keelung Rd. Sec. 1, Taipei, Taiwan, R.O.C. ("Merger Sub") and **SPRINGSOFT INC.**, a company incorporated and in existence under the laws of the ROC with a principal place of business at No. 25 Industry E. RD. IV Science Park, Hsinchu 300, Taiwan, R.O.C. (the "Company").

RECITALS

WHEREAS, it is proposed that Merger Sub shall, on the date following the date hereof, commence a public tender offer to purchase all of the outstanding shares of common stock of the Company ("Shares"), for the Offer Price (as defined in Section 3.1(a) hereof) ("Offer");

WHEREAS, it is also proposed that, following the consummation of the Offer, Merger Sub will merge with the Company, with Merger Sub as the surviving company, on the terms and subject to the conditions set forth herein (the "Merger");

WHEREAS, the Board of Directors of Merger Sub has approved this Agreement and declared it advisable for Merger Sub and the Company to enter into this Agreement;

WHEREAS, the Board of Directors of the Company (the "Company Board") has (i) determined that it is in the best interests of the Company and its shareholders, and declared it advisable, to enter into this Agreement (the "Company Board Determination"), and (ii) approved the execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby, subject to the approval of the shareholders' meeting of the Company;

WHEREAS, Merger Sub and the Company desire to make certain representations, warranties, covenants and agreements in connection with the Merger and also to prescribe certain conditions to the Merger as specified herein; and

WHEREAS, it is the understanding between the parties hereto that to induce the Company to enter into this Agreement, the parent company of Merger Sub, Synopsys, Inc., a company incorporated and in existence under the laws of state of Delaware, with a principal place of business at 700 East Middlefield Road, Mountain View, CA 94043 ("Parent"), has agreed to guarantee the performance of the obligations of Merger Sub, and any permitted assignees of the Merger Sub, under this Agreement by executing a guarantee letter as of the date hereof.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, Merger Sub and the Company hereby agree as follows:

ARTICLE I THE OFFER

Section 1.1 The Offer.

(a) Unless otherwise agreed between the Company and Merger Sub, the Company hereby agrees to use its reasonable best efforts (i) to facilitate the review by the special committee of the Company Board (the "Offer Review Committee") of the Offer towards recommending the holders of Shares to accept the Offer and tender their Shares to Merger Sub pursuant to the Offer, and (ii) to procure that the Company Board (A) recommends the holders of Shares to accept the Offer, tender their Shares to Merger Sub pursuant to the Offer and (B) approves the Merger and the other transactions contemplated hereby, all in accordance with the provisions of applicable Law (the "Company Recommendation"). Promptly after receipt of the documents relating to the Offer, the Company will publicly announce and file with the Financial Supervisory Commission (the "FSC") a statement for the required disclosure according to the applicable FSC tender offer rules, including, among others, the Company Board's and the Offer Review Committee's recommendations to the Company's shareholders regarding the Offer. The Company agrees that it will not provide any negative comments on the Offer.

(b) On the first Business Day following the date of this Agreement, Merger Sub shall commence the Offer at the Offer Price (as defined in Section 3.1(a) hereof) for all of the Shares and use its reasonable best efforts to consummate the Offer in accordance with applicable Laws and this Agreement.

(c) The initial expiration of the Offer shall be on the 50th day after the commencement of the Offer (the latest time and date as the Offer, as it may be extended pursuant to this Section 1.1(c), may expire shall be referred to as the "Expiration Date"). If on or prior to any scheduled Expiration Date, all of the conditions of the Offer (including Merger Sub having obtained at least 105,192,781 of the outstanding and registered Shares of the Company) (the "Minimum Condition") and all other conditions) shall have not been satisfied or waived by Merger Sub if permitted hereunder, Merger Sub shall extend the Offer for an additional 30 days, or such shorter period agreed to by the parties hereto, in each case, as permitted by applicable Law. Merger Sub shall declare the Offer unconditional as soon as possible after all conditions to the Offer are satisfied.

(d) Without the prior written consent of the Company, Merger Sub shall not: (i) change the form of consideration payable in the Offer, decrease the Offer Price (as defined in Section 3.1(a) hereof) or decrease the number of Shares sought pursuant to the Offer; (ii) waive or amend the Minimum Condition; (iii) impose any conditions on the Offer other than those conditions that are permitted under the Laws of the ROC; (iv) impose any conditions on the Offer not set forth in the Offer Documents (as defined in Section 1.1(e) hereof); or (v) amend any term of the Offer in any manner materially adverse to holders of Shares.

(e) On the date of commencement of the Offer, Merger Sub shall (i) file with the FSC and the authorities designated by the FSC the documents relating to the Offer as required by applicable Law, each in substantially the form attached hereto as Exhibit 1.1(e) (collectively with any supplements, amendments and exhibits thereto, and all deliveries, mailings

and notices required by applicable Law, the “Offer Documents”) and (ii) cause the Offer Documents to be disseminated to the holders of Shares to the extent required by applicable Law.

(f) If on the Expiration Date (including any extension pursuant to Section 1.1(c) hereof), all of the conditions to the Offer set forth in the Offer Documents have been satisfied, or waived by Merger Sub, Merger Sub shall accept and pay for all Shares validly tendered in the Offer.

Section 1.2 Short-Form Merger. If, after the consummation of the Offer, the number of Shares owned by Merger Sub represents at least ninety percent of the then-outstanding Shares, upon the terms and subject to the conditions of this Agreement, Merger Sub and the Company shall execute and deliver such documents and instruments and take such other actions in order to cause the Merger to be completed as promptly as reasonably practicable without the approval of a meeting of the shareholders of the Company as provided in the ROC Enterprise Mergers and Acquisitions Act, and otherwise as provided in Articles II and III below.

ARTICLE II THE MERGER

Section 2.1 The Merger. Upon the terms and subject to the satisfaction or, to the extent permitted by applicable Laws, waiver of the conditions set forth in this Agreement and in accordance with applicable Laws, at the Closing Date, the Company shall be merged with and into Merger Sub. Following the Merger, the separate corporate existence of the Company shall cease, and Merger Sub shall continue as the surviving corporation in the Merger (the “Surviving Corporation”).

Section 2.2 Capital. Upon the execution of this Agreement, the authorized capital and the paid-in capital of Merger Sub is NT\$50,500,000 and NT\$50,500,000 respectively; and the authorized capital and the paid-in capital of the Company is NT\$3,000,000,000 and NT\$2,062,603,530 respectively.

Section 2.3 Closing. The closing of the Merger (the “Closing”) shall take place at 10:00 a.m. local time, as soon as practicable but in no event later than the second Business Day following the satisfaction or, to the extent permitted by applicable Law, waiver of the conditions set forth in Article VII (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permitted by applicable Law, waiver of those conditions), at the offices of Lee and Li, Attorneys-at-Law, 9F, No. 201, Tun Hua N. Road, Taipei 105, Taiwan, R. O. C., unless another date, time or place is agreed to in writing by Merger Sub and the Company. The date on which the Closing occurs is referred to in this Agreement as the “Closing Date.”

Section 2.4 Effects of the Merger. The Merger shall have the effects set forth in this Agreement and in the relevant provisions of applicable Law. Without limiting the generality of the foregoing, and subject thereto, at the Closing Date, all the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

Section 2.5 Articles of Incorporation.

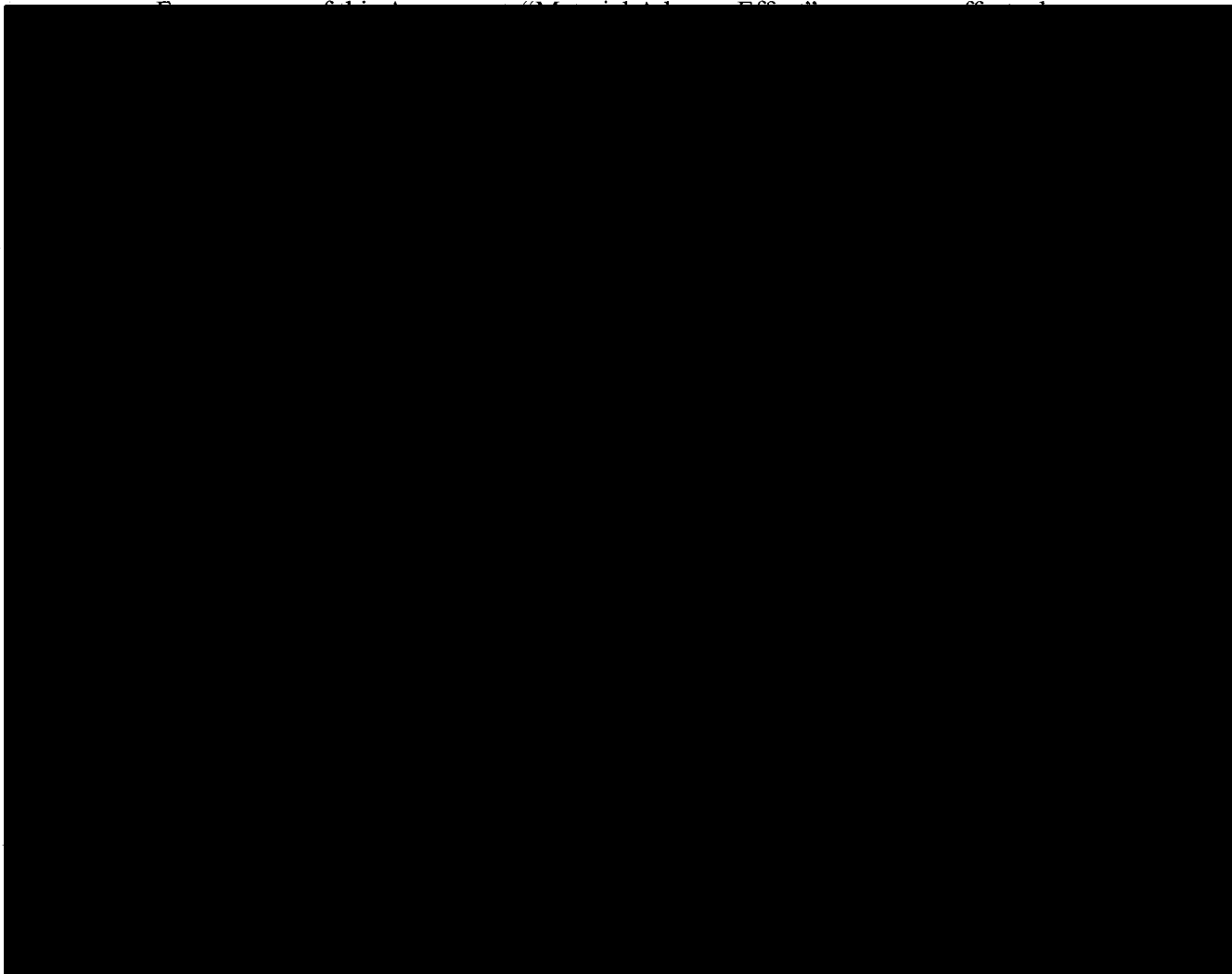
(a) At the Closing Date, the articles of incorporation of Merger Sub as in effect immediately prior to the Closing shall be the articles of incorporation of the Surviving Corporation until thereafter amended in accordance with the provisions thereof and applicable Law. The amendments to articles of incorporation of the Surviving Corporation, as amended due to the Merger, are attached hereto as Exhibit A.

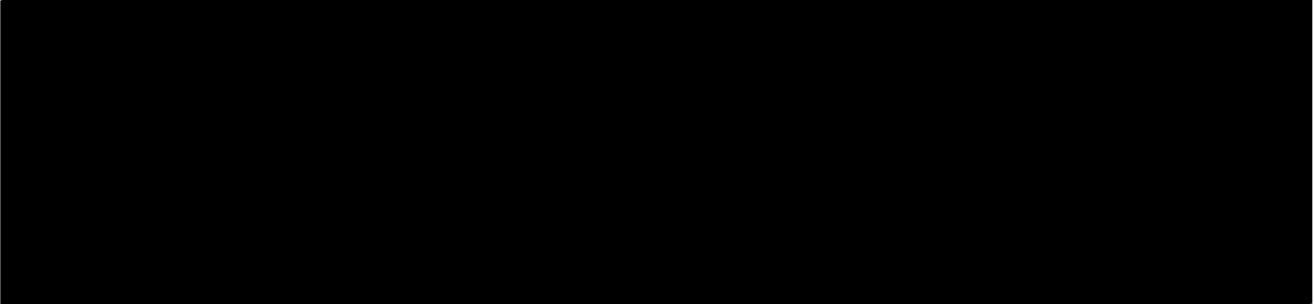
(b) At the Closing Date, the name of Surviving Corporation is "SPRINGSOFT INC.". The articles of incorporation of the Surviving Company shall be amended in accordance with the provisions thereof and applicable Law to duly show the name of the Surviving Corporation.

Section 2.6 Directors and Supervisors. The directors and Supervisors of Merger Sub immediately prior to the Closing shall be the directors and Supervisors of the Surviving Corporation until the earlier of their resignation or removal or until their respective successors are duly elected and qualified.

Section 2.7 Changes to the Merger Parties. If there is any change to the parties involved in the Merger, Merger Sub and the Company will have to take the appropriate corporate actions in response to such change.

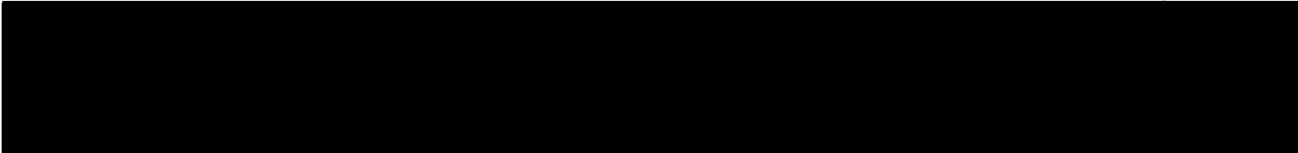
(a) Section 4.1 of the Company Disclosure Letter contains a complete and accurate list, for the Company and each of its Subsidiaries, of its name, its jurisdiction of organization, the Company's percentage ownership for any Subsidiary that is not a wholly owned Subsidiary and the jurisdictions in which such entity is qualified to conduct business. Each of the Company and its Subsidiaries (each of the Company and its Subsidiaries is referred to herein as an "Acquired Company" and, collectively, as the "Acquired Companies") (i) is an entity duly organized, validly existing and in good standing (with respect to jurisdictions that recognize such concept) under the Laws of the jurisdiction of its organization, (ii) has all requisite corporate or similar power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted and (iii) is duly qualified or licensed to do business and is in good standing (with respect to jurisdictions that recognize such concept) in each jurisdiction in which the nature of its business or the ownership, leasing or operation of its properties makes such qualification or licensing necessary, except for any such failures that, individually or in the aggregate, have not, and could not reasonably be expected to have, a Material Adverse Effect.



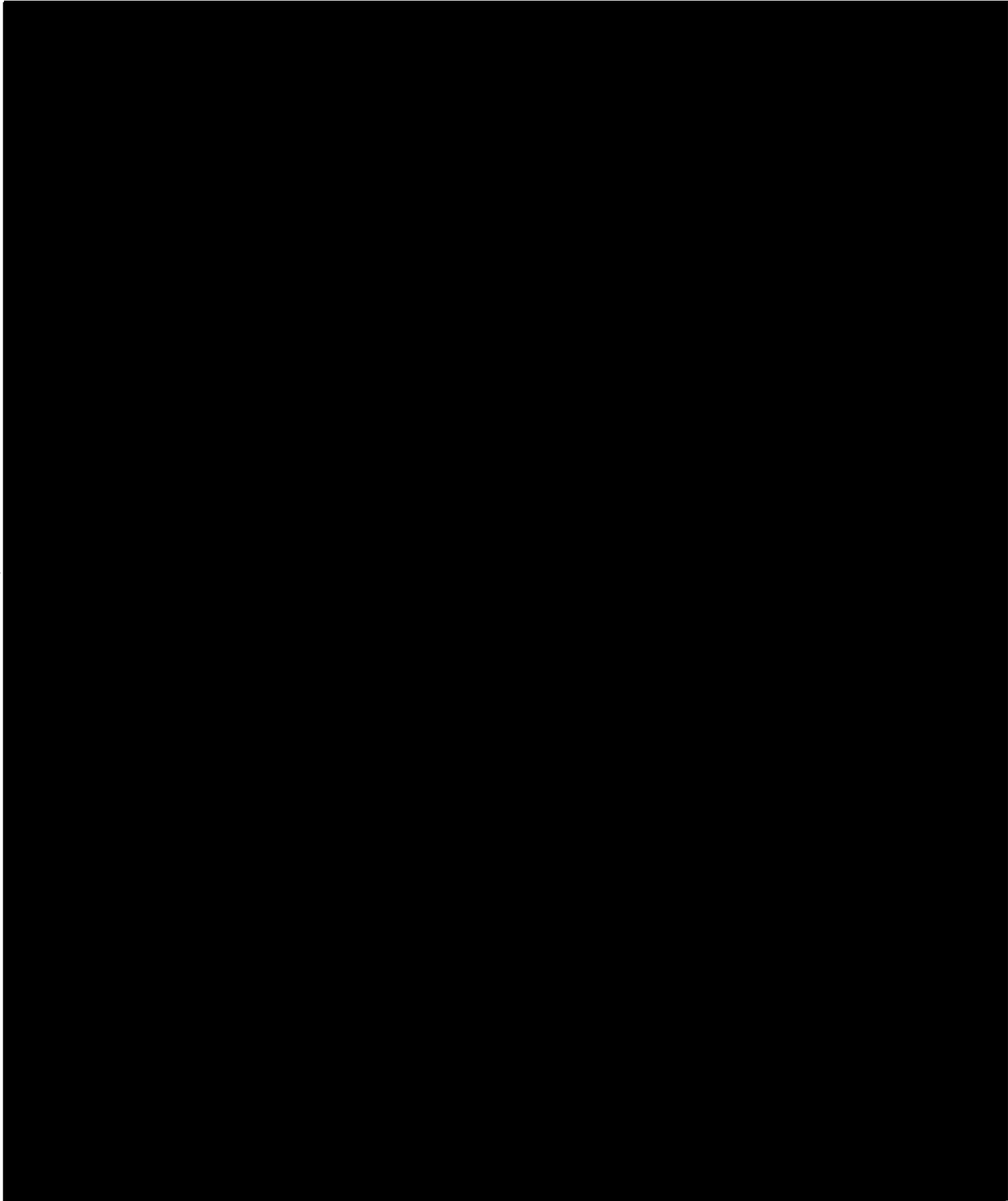


Section 4.18 Intellectual Property.

(a) Registered IP. Section 4.18(a) of the Company Disclosure Letter accurately identifies each item of Registered IP in which an Acquired Company has or purports to have an ownership interest of any nature (whether exclusively, jointly with another Person or otherwise) ("Company Registered IP") including:



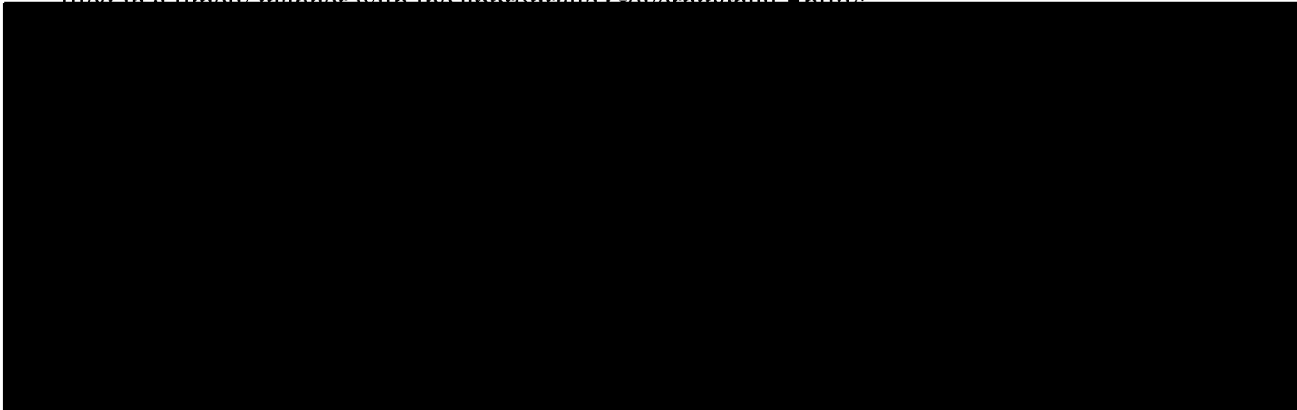
(ii) all registered trademarks and service marks, and applications for registration of trademarks and service marks issued to, owned or filed by, or on behalf of the Acquired Companies, including country of filing, registration or application number and date of issue or filing; and



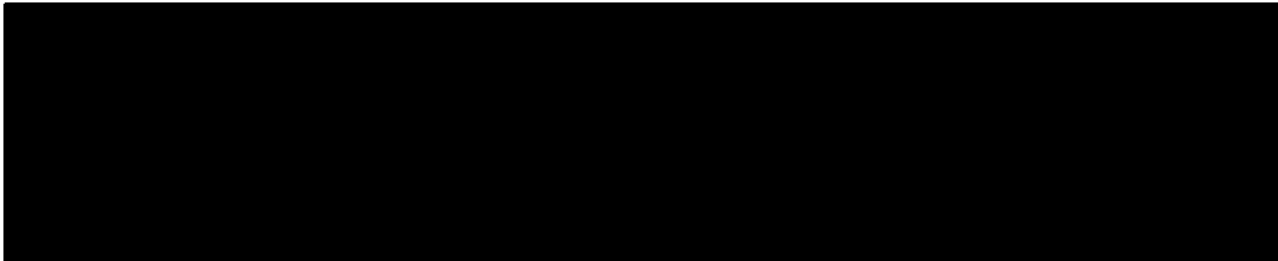
(g) Ownership. The Acquired Companies own all right, title and interest in, or otherwise have a valid and enforceable right to use, the Company IP, free and clear of all Liens (other than Permitted Liens and other nonexclusive licenses granted pursuant to the

Contracts listed in Section 4.18(d) of the Company Disclosure Letter). Without limiting the generality of the foregoing:

(i) to the knowledge of the Company, all documents and instruments necessary to vest or perfect the ownership or license rights of the Acquired Companies in all material Intellectual Property Rights of Company IP have been validly executed, delivered and filed in a timely manner with the appropriate Governmental Entity;



(iv) to the knowledge of the Company, the Acquired Companies, and after the Closing, the Surviving Corporation will, own or otherwise have sufficient rights to use the Company IP in the manner that the Acquired Companies currently use such Company IP; and



(h) Valid and Enforceable. To the knowledge of the Company, all material Company IP is valid, subsisting and enforceable (except that no representation or warranty is made regarding the validity or enforceability of any pending application for Registered IP included in the Company IP). Without limiting the generality of the foregoing, with respect to the Company Registered IP:

(i) to the knowledge of the Company, no trademark, service mark or trade name owned, used or applied for by the Acquired Companies conflicts or interferes with any trademark, service mark or trade name owned, used or applied for by any other Person, and the Acquired Companies have taken reasonable steps to police the use of their trademarks;

(ii) Section 4.18(h)(ii) of the Company Disclosure Letter accurately identifies and describes each action, filing, and maintenance fee that must be taken or made to the U.S. Patent and Trademark Office, the U.S. Copyright Office or any similar office or agency anywhere in the world, on or before the date that is 120 days after the Closing Date in order to maintain such item of Company Registered IP in full force and effect;

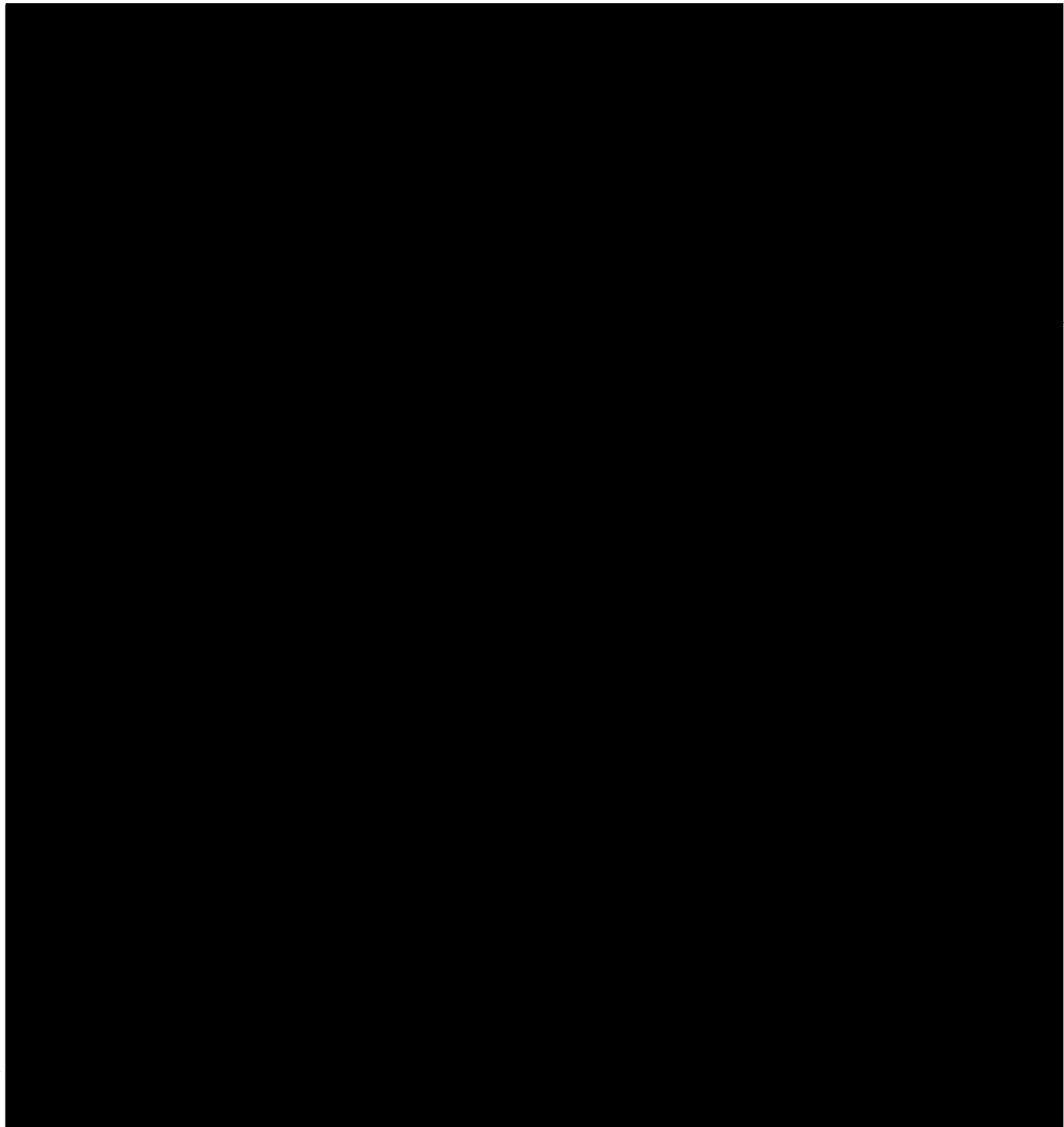
(iii) no interference, opposition, reissue, reexamination or other similar Action is or has been pending or, to the knowledge of the Company, threatened, in which the scope, validity or enforceability of any Company Registered IP is being, has been, or would reasonably be expected to be contested or challenged, and to the knowledge of the Company, there is no basis for any non-frivolous claim that any of the Company Registered IP is invalid or unenforceable;

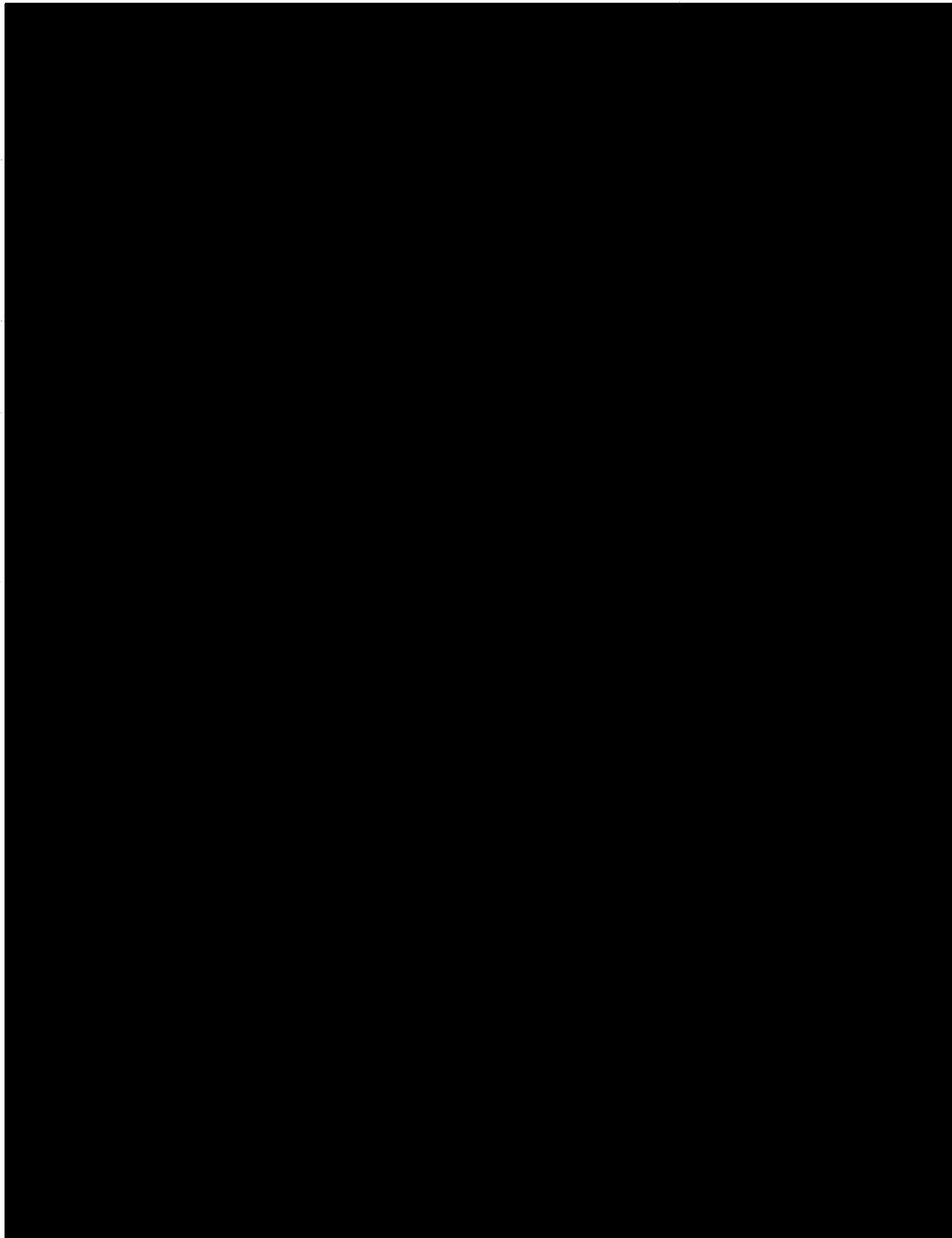
(iv) to the knowledge of the Company, all necessary registration, maintenance and renewal fees in respect of the material Company Registered IP have been paid and all necessary documents, certificates, and other actions required to be filed or taken to maintain such item of Company Registered IP material to the operations of the Acquired Companies in full force and effect have been filed or taken with the relevant Governmental Entity by the applicable deadline;

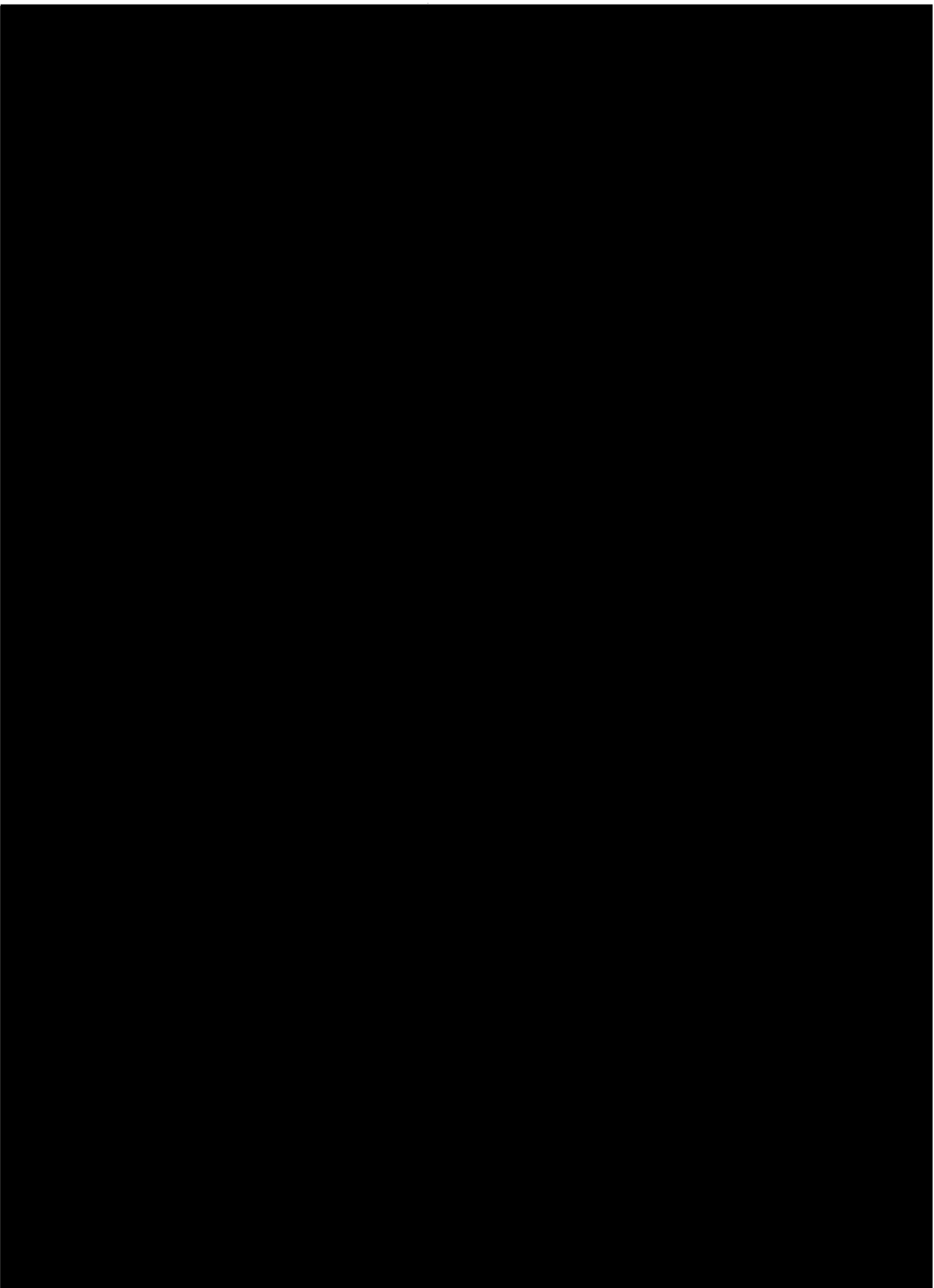
(v) to the knowledge of the Company, no act has been done or omitted to be done by the Acquired Companies, which has, had or would reasonably be expected to have the effect of impairing or dedicating to the public domain, or entitling any Person to cancel, forfeit, modify or consider abandoned, any Company Registered IP material to the operations of the Acquired Companies (other than as a result of patents expiring at the end of their statutory term or trademarks or domain names the Acquired Companies ceased using and listed on Section 4.18(h)(v) of the Company Disclosure Letter); and

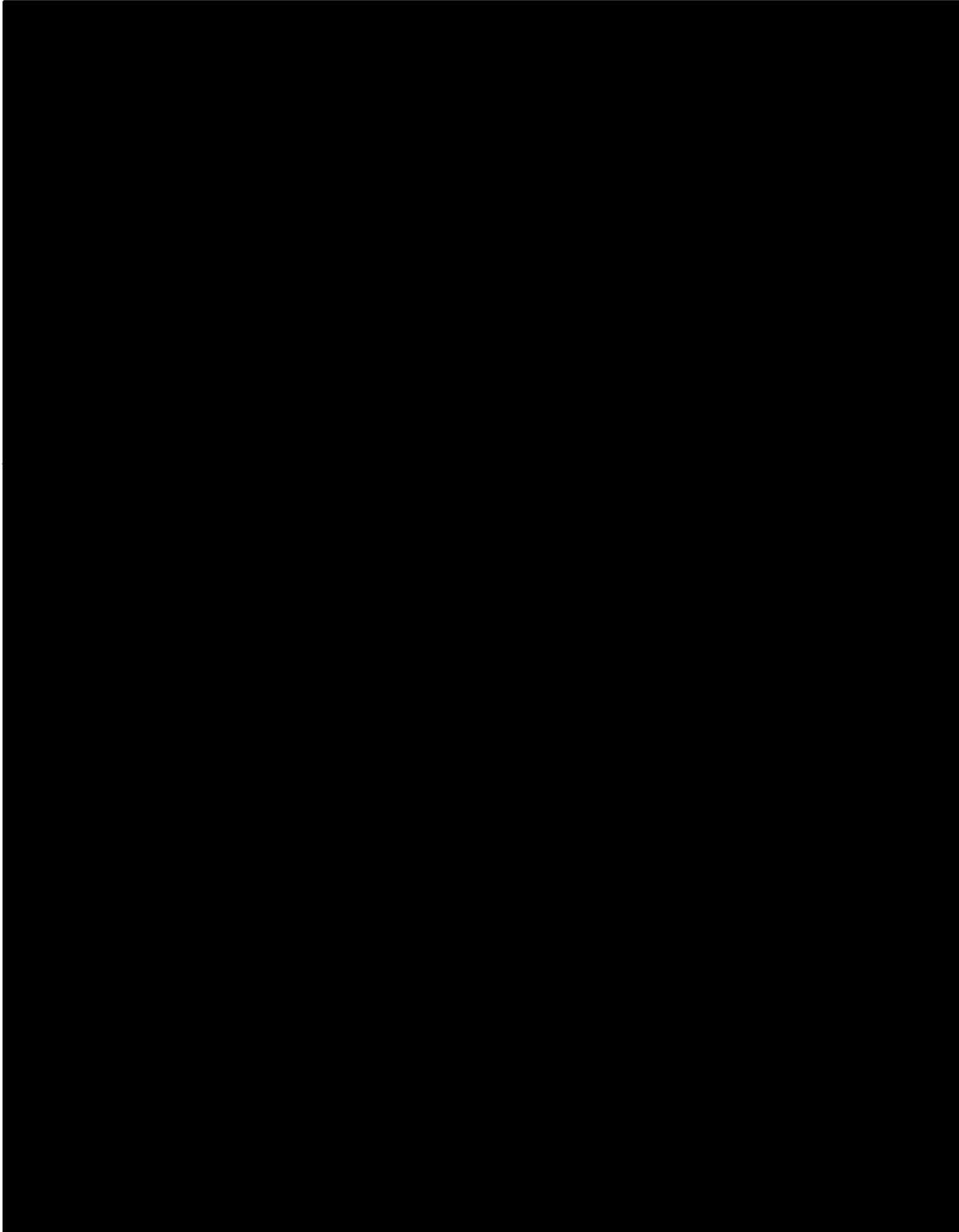
(j) Effects of This Transaction. Neither the execution, delivery or performance of this Agreement or any other agreements referred to in this Agreement nor the consummation of any of the transactions contemplated by this Agreement or any such other agreement entered into in connection herewith or therewith will, with or without notice or lapse of time, result in, or give any other Person the right or option to cause or declare: (i) a loss of, or Lien on, any Company IP; (ii) a breach of or default under any Company IP Contract; (iii) the release, disclosure or delivery of any Company IP by or to any escrow agent or other Person;

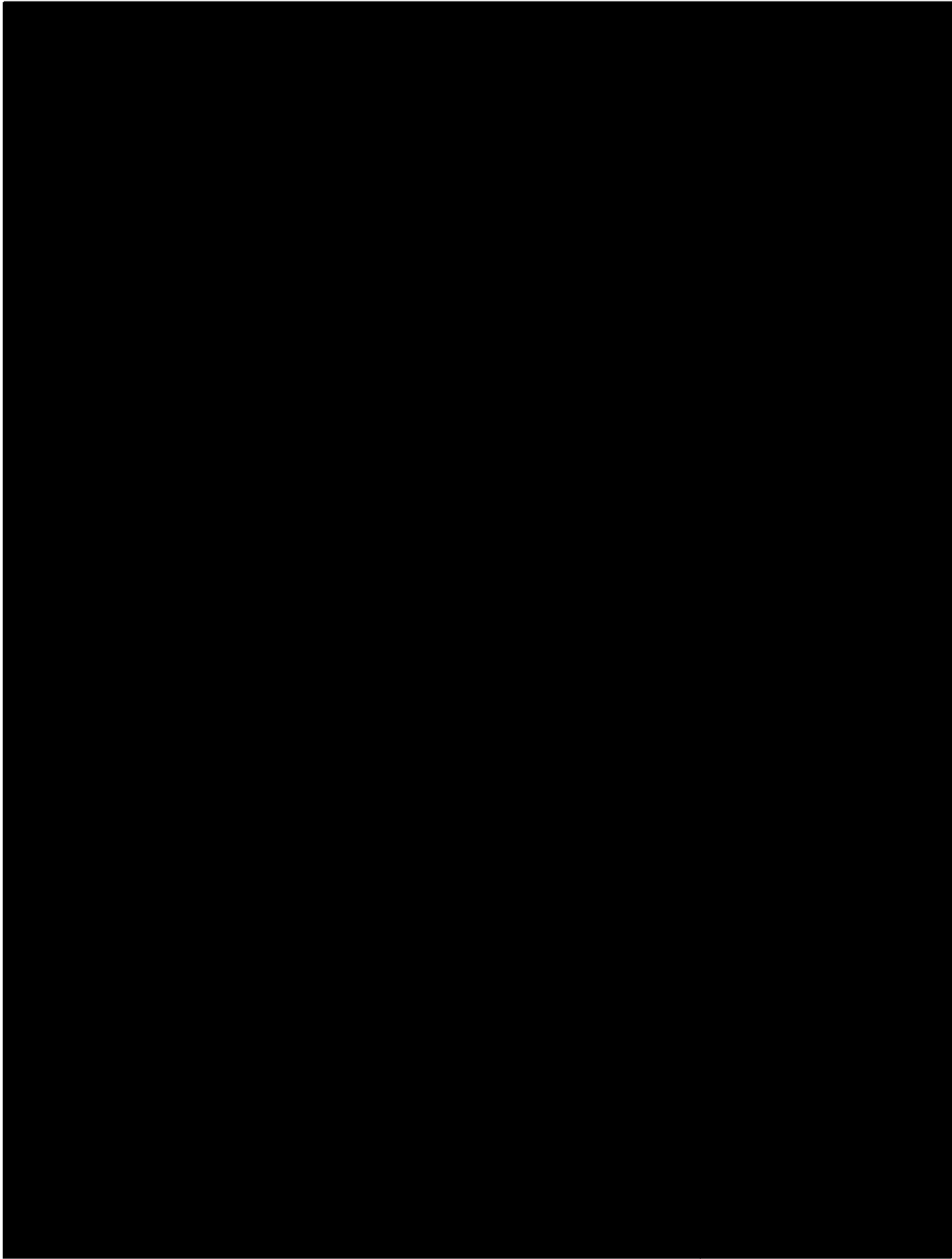
(iv) the grant, assignment or transfer to any other Person of any license or other right or interest under, to or in any of the Company IP; or (v) by the terms of any Contract, a reduction of any royalties, revenue sharing, or other payments the Acquired Companies would otherwise be entitled to with respect to any Company IP.

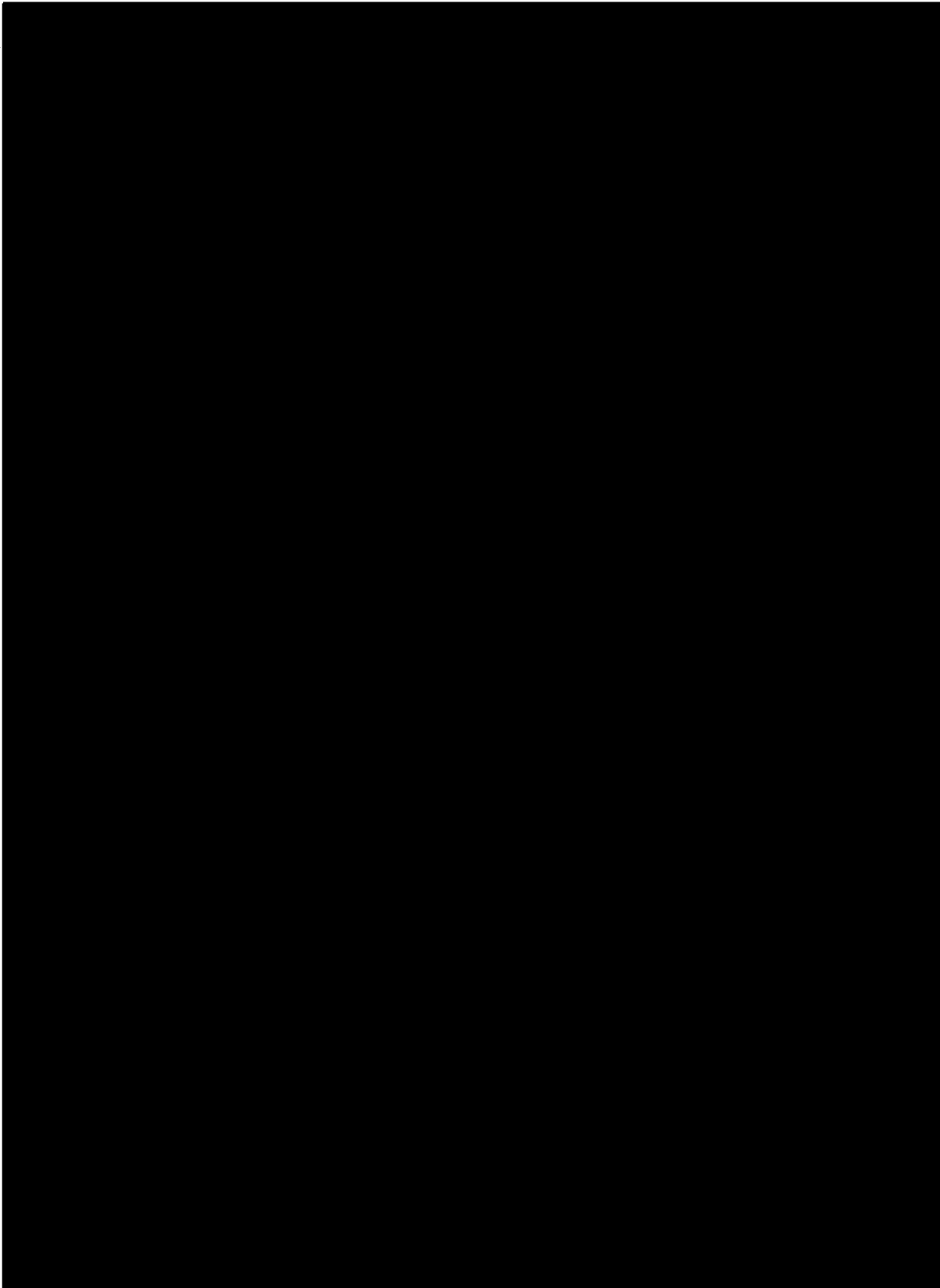






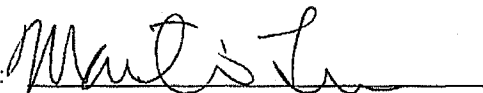






IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SPRINGSOFT INC.

By: 
Name: Martin Lu
Title: Chairman and CEO

SYNOPSISYS TAIWAN LIMITED

By: _____
Name: Erika Varga McEnroe
Title: Director


[Signature to Merger Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SPRINGSOFT INC.

By: _____
Name: Martin Lu
Title: Chairman and CEO

SYNOPSIS TAIWAN LIMITED

By:  _____
Name: Erika Varga McEnroe
Title: Director

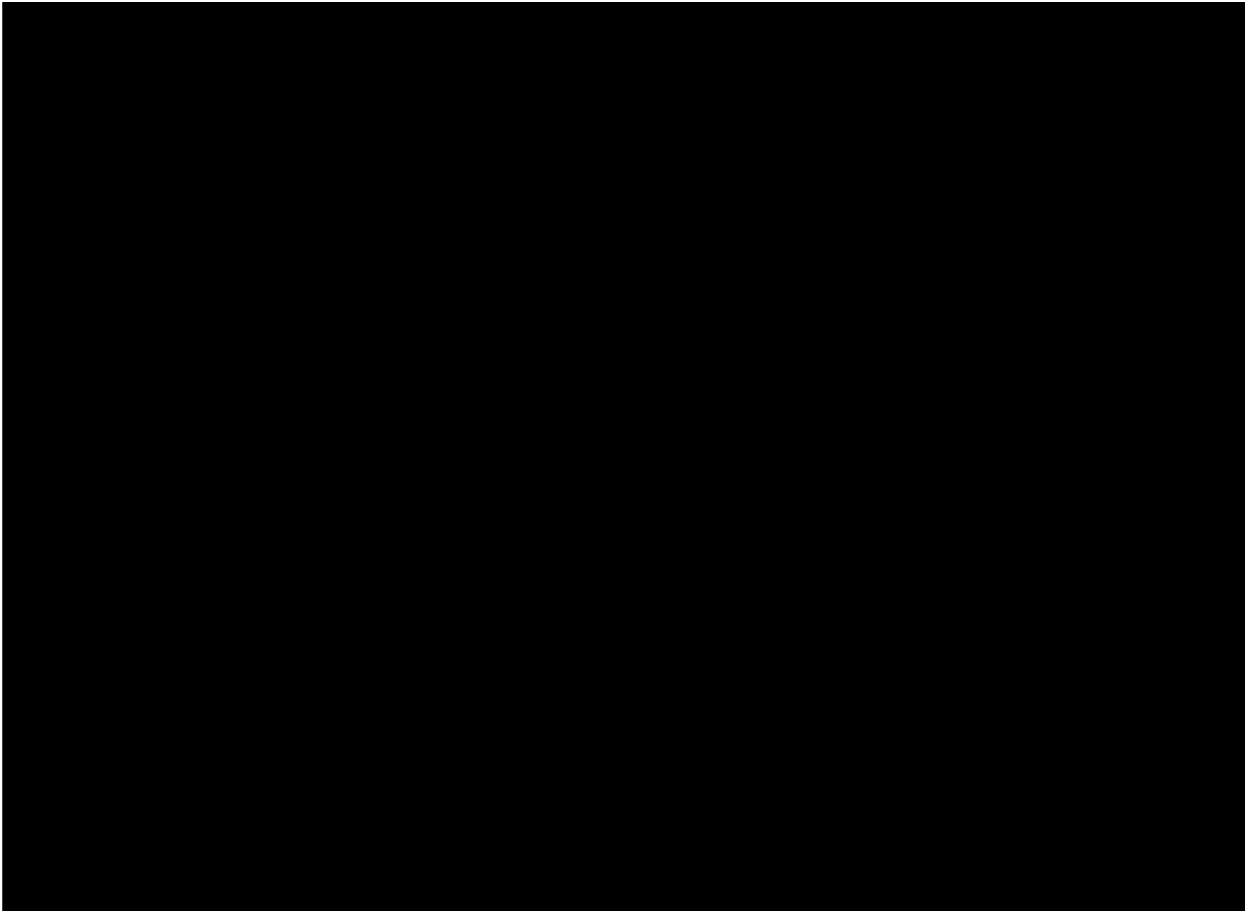
[Signature to Merger Agreement]

Schedule 4.18

Intellectual Property

Section 4.18(a) – Registered IP

See attached tabs 4.18(a)(i)-(iii) and 4.18(h)(ii).



Section 4.18(h)(ii) – Actions, filings and maintenance fees that must be taken or made to the U.S. Patent and Trademark Office, the U.S. Copyright Office or any similar office or agency anywhere in the world to maintain Company Registered IP in full force and effect on or before 120 days from the date hereof

See attached tab 4.18(h)(ii).

Disclosure Schedule 4.18(a)(ii)

Disclosure Schedule 4.18(a)(iii)

<u>Company Registered IP (Trademark)</u>	<u>Person Holding Interest</u>	<u>Country of Filing</u>	<u>Application Number</u>	<u>Date of Issue</u>	<u>Date of Filing</u>
CERTESS	Certess S.A.	EU	003 476 926	3/4/2005	11/14/2003
CERTESS	Certess S.A.	JP	893 400	3/21/2008	5/17/2006
CERTESS	Certess S.A.	US	79/026,923	3/18/2008	5/17/2006
CERTESS	Certess S.A.	US	79/026,923	3/18/2008	5/17/2006
CERTESS	Certess S.A.	WIPO	893 400	5/17/2006	5/17/2006
CERTITUDE	Certess S.A.	EU	005 073 127	5/4/2007	5/13/2006
CERTITUDE	Certess S.A.	US	79/035,572	3/4/2008	1/8/2006
CERTITUDE	Certess S.A.	US	79/035,572	3/4/2008	1/8/2006
CERTITUDE	Certess S.A.	WIPO	916 480	1/18/2006	1/18/2006
Debussy	SS(TW)	EU	008602658	2010/3/8	10/8/2009
Debussy	SS(TW)	JP	9-185801	1999/5/21	12/16/1997
Debussy	SS(TW)	Korea	40-1999-0015306	2000/4/6	5/8/1999
Debussy	SS(TW)	TW	085046730	8/16/1997	9/16/1996
Debussy	SS(US)	US	75/237,440	1999/6/29	2/6/1997
Debussy (including image)	SS(TW)	EU	1,204,205	2000/9/12	5/28/1999
GEMINI	SS(TW)	US	77/005402	2008/2/19	9/22/2006
GEMINI	SS(TW)	US	77/005402	2008/2/19	9/22/2006
IC SHAPER	Nanovata	US	78/931448	2008/3/4	7/18/2006
IC SHAPER	Nanovata	US	78/931448	2008/3/4	7/18/2006
Laker	SS(TW)	TW	90,600,079	6/16/2002	4/23/2001
LAKER	SS(US) SS(TW)	US	85/101,626	4/10/2012	8/6/2010
LAKER	SS(US) SS(TW)	US	85/101,626	4/10/2012	8/6/2010
Laker (including image)	SS(TW)	TW	090600205	2003/1/16	10/4/2001
Laker (including image)	SS(TW)	EU	2,547,560	2003/4/1	1/24/2002
NOVAS	SS(TW)	EU	005,846,555	2008/1/31	4/20/2007
NOVAS	SS(TW)	Israel	199,545	2008/8/6	4/22/2007
NOVAS	SS(TW)	Switzerland	55,952/2007	2007/9/26	6/5/2007
NOVAS	SS(TW)	TW	096018519	12/16/2007	4/23/2007
NOVAS	SS(US)	US	77/063,353	2007/10/23	12/13/2006
NOVAS	SS(US)	US	77/063,353	2007/10/23	12/13/2006
Reusner	SS(TW)	JP	2001-062523	2002/8/2	7/9/2001

Reusner	SS(TW)	TW	090600136	2002/10/16	7/4/2001
SILOTI	SS(TW)	EU	005,846,481	2008/1/31	4/20/2007
SILOTI	SS(TW)	Israel	199,543	2008/8/6	4/22/2007
SILOTI	SS(TW)	JP	2007/045,297	2007/9/21	5/8/2007
SILOTI	SS(TW)	Korea	40-2007-0,021,511	2007/8/31	4/20/2007
SILOTI	SS(TW)	Korea	40-2007-0,021,511	2007/8/31	4/20/2007
SILOTI	SS(TW)	Switzerland	55,946/2007	2007/6/5	6/5/2007
SILOTI	SS(TW)	TW	096018522	12/16/2007	4/23/2007
SILOTI	SS(US)	US	77/062,770	2007/10/9	12/12/2006
SILOTI	SS(US)	US	77/062,770	2007/10/9	12/12/2006
Springsoft	SS(TW)	US	77/131792	2008/10/7	3/15/2007
Springsoft	SS(TW)	US	77/131792	2008/10/7	3/15/2007
Springsoft logo	SS(TW)	TW	090050987	2003/3/16	12/14/2001
Springsoft logo	SS(TW)	TW	090050988	2003/2/16	12/14/2001
Springsoft logo	SS(TW)	US	77/119103	5/26/2009	2/28/2007
Springsoft logo	SS(TW)	US	77/119103	5/26/2009	2/28/2007
Springsoft logo	SS(TW)	EU	005,846,522	2008/1/31	4/20/2007
VERDI	SS(TW)	Israel	199,544	6/12/2009	4/22/2007
VERDI	SS(TW)	Korea	40-2007-0,021,558	2007/8/31	4/20/2007
VERDI	SS(TW)	Korea	40-2007-0,021,558	2007/8/31	4/20/2007
VERDI	SS(TW)	Switzerland	55,949/2007	2007/6/5	6/5/2007
VERDI	SS(TW)	TW	096018524	12/16/2007	4/23/2007
VERDI	SS(US)	US	77/062,773	2009/8/11	12/12/2006
VERDI	SS(US)	US	77/062,773	2009/8/11	12/12/2006
思源科技	SS(TW)	TW	091001877	2003/1/16	12/16/2002

Person Holding Interest	Company/Registered IP (Trademark)	Country of Filing	Application No.	Application Date	Registration No.	Registration Date	Status	Maintenance Fees to pay (deadline)	Milestone
2	Carress S.A. CERTESS	US	79,026,923	5/17/2006	3,388,657	3/18/2008	Registered	3/17/2014	Next Renewal
3	Carress S.A. CERTESS	EU	003,476,926	11/14/2003	003,476,926	3/4/2005	Registered	11/13/2013	Next Renewal
4	Carress S.A. CERTESS	WIPO	893,400	5/17/2006	893,400	5/17/2006	Registered	5/16/2016	Next Renewal
5	Carress S.A. CERTESS	US	79,026,923	5/17/2006	3,388,657	3/18/2008	Registered	3/17/2018	Next Renewal
6	Carress S.A. CERTESS	JP	893,400	5/17/2006	893,400	3/21/2008	Registered	3/20/2018	Next Renewal
7	Carress S.A. Certitude	US	79,036,572	11/8/2006	3,392,153	3/4/2008	Registered	3/3/2014	Next Renewal
8	Carress S.A. Certitude	WIPO	916,480	11/8/2006	916,480	11/8/2006	Registered	11/7/2016	Next Renewal
9	Carress S.A. Certitude	EU	005,073,127	5/13/2006	005,073,127	5/4/2007	Registered	5/12/2016	Next Renewal
10	Carress S.A. Certitude	US	79,036,572	11/8/2006	3,392,153	3/4/2008	Registered	3/3/2018	Next Renewal
11	Carress S.A. Certitude	TW	085046730	9/16/1996	767,696	7/16/1997	Registered	7/15/2017	Next Renewal
12	Carress S.A. Certitude	EU	008602658	10/8/2009	008602658	2010/3/8	Registered	10/7/2019	Next Renewal
13	Carress S.A. Certitude	JP	183801	12/16/1997	4,274,860	1999/5/21	Registered	5/20/2019	Next Renewal
14	Carress S.A. Certitude	US	75,237,440	2/6/1997	2,257,594	1999/6/29	Registered	6/28/2019	Next Renewal
15	Carress S.A. Certitude	Korea	1999-0015306	5/8/1999	467,744	2000/4/6	Registered	4/5/2020	Next Renewal
16	Carress S.A. Certitude	EU	1,204,205	5/28/1999	1,204,205	2000/9/12	Registered	5/27/2019	Next Renewal
17	Carress S.A. Certitude	US	77,006,542	9/22/2006	3,385,933	2008/2/19	Registered	2014/2/18	Next Renewal
18	Carress S.A. Certitude	US	77,006,542	9/22/2006	3,385,933	2008/2/19	Registered	2018/2/18	Next Renewal
19	Carress S.A. Certitude	US	78,931,448	7/18/2006	3,393,395	2008/3/4	Registered	2014/3/3	Next Renewal
20	Carress S.A. Certitude	US	78,931,448	7/18/2006	3,393,395	2008/3/4	Registered	2018/3/3	Next Renewal
21	Carress S.A. Certitude	US	85,101,628	8/6/2010	4,126,231	4/10/2012	Registered	4/9/2018	Next Renewal
22	Carress S.A. Certitude	US	85,101,628	8/6/2010	4,126,231	4/10/2012	Registered	4/9/2022	Next Renewal
23	Carress S.A. Certitude	TW	90,600,079	4/23/2001	998,435	5/16/2002	Registered	5/15/2022	Next Renewal
24	Carress S.A. Certitude	TW	090600205	10/4/2001	1,026,701	2002/12/16	Registered	5/15/2022	Next Renewal
25	Carress S.A. Certitude	EU	2,547,560	1/24/2002	2,547,560	2003/4/1	Registered	1/23/2022	Next Renewal
26	Carress S.A. Certitude	US	77,066,353	12/13/2006	3,315,845	2007/10/23	Registered	10/22/2013	Next Renewal
27	Carress S.A. Certitude	Switzerland	55,952/2007	6/5/2007	562,771	2007/9/26	Registered	9/25/2017	Next Renewal
28	Carress S.A. Certitude	Israel	199,545	4/22/2007	199,545	2008/8/6	Registered	8/5/2018	Next Renewal
29	Carress S.A. Certitude	US	77,066,353	12/13/2006	3,315,845	2007/10/23	Registered	10/22/2017	Next Renewal
30	Carress S.A. Certitude	TW	096018519	4/23/2007	01292344	12/16/2007	Registered	2017/12/15	Next Renewal
31	Carress S.A. Certitude	EU	005,846,555	4/20/2007	005,846,555	2008/1/31	Registered	4/19/2017	Next Renewal
32	Carress S.A. Certitude	TW	101034446	6/19/2012			Pending		
33	Carress S.A. Certitude	China					Pending		
34	Carress S.A. Certitude	Korea	40-2012-0040976	6/27/2012			Pending		
35	Carress S.A. Certitude	US	85,661,865	6/28/2012			Pending		
36	Carress S.A. Certitude	JP	2012-52633	6/29/2012			Pending		
37	Carress S.A. Certitude	EU	010,983,121	6/21/2012			Pending		
38	Carress S.A. Certitude	JP	2001-062523	7/9/2001	4,591,832	2002/8/2	Registered	8/1/2012	Next Renewal
39	Carress S.A. Certitude	TW	090600136	7/4/2001	1,014,944	2002/9/16	Registered	9/15/2022	Next Renewal
40	Carress S.A. Certitude	US	77,066,370	12/12/2006	3,305,659	2007/10/9	Registered	10/8/2013	Next Renewal
41	Carress S.A. Certitude	Switzerland	55,946/2007	6/5/2007	562,948	2007/10/1	Registered	9/30/2017	Next Renewal
42	Carress S.A. Certitude	Israel	199,543	4/22/2007	199,543	2008/8/6	Registered	8/5/2018	Next Renewal
43	Carress S.A. Certitude	Korea	40-2007-0,021,511	4/20/2007	40-0,723,041	2007/8/31	Registered	8/30/2017	Next Renewal
44	Carress S.A. Certitude	JP	2007/045,297	5/8/2007	5,078,864	2007/9/21	Registered	9/20/2017	Next Renewal
45	Carress S.A. Certitude	US	77,066,370	12/12/2006	3,305,659	2007/10/9	Registered	10/8/2017	Next Renewal
46	Carress S.A. Certitude	TW	096018522	4/23/2007	01292345	12/16/2007	Registered	2017/12/15	Next Renewal
47	Carress S.A. Certitude	EU	005,846,481	4/20/2007	005,846,481	2008/1/31	Registered	4/19/2017	Next Renewal

48	SS(TW)	Springsoft	US	77/131792	3/15/2007	3,513,279	2008/10/7	Registered	10/6/2014	Affidavit of Use Due
49	SS(TW)	Springsoft	US	77/131792	3/15/2007	3,513,279	2008/10/7	Registered	10/6/2018	Next Renewal
50	SS(TW)	Springsoft logo	TW	090050988	12/14/2001	176,423	2003/1/16	Registered	1/15/2013	Next Renewal
51	SS(TW)	Springsoft logo	TW	090050987	12/14/2001	1,033,075	2003/2/16	Registered	2/15/2013	Next Renewal
52	SS(TW)	Springsoft logo	US	77/119103	2/28/2007	3,627,565	5/28/2009	Registered	5/25/2015	Affidavit of Use Due
53	SS(TW)	Springsoft logo	US	77/119103	2/28/2007	3,627,565	5/28/2009	Registered	5/25/2019	Next Renewal
54	SS(US)	VERDI	US	77/062,773	12/12/2006	3,665,436	2009/8/11	Registered	8/10/2015	Affidavit of Use Due
55	SS(TW)	VERDI	Switzerland	55,949,2007	6/5/2007	564,015	2007/1/11	Registered	6/4/2017	Next Renewal
56	SS(TW)	VERDI	Korea	40-2007-0,021,558	4/20/2007	40-0,723,042	2007/8/31	Registered	8/30/2017	Next Renewal
57	SS(TW)	VERDI	TW	096018524	4/23/2007	01292946	12/16/2007	Registered	2017/12/15	Next Renewal
58	SS(TW)	VERDI	EU	005,846,522	4/20/2007	005,846,522	2008/1/31	Registered	4/19/2017	Next Renewal
59	SS(TW)	VERDI	Israel	199,544	4/22/2007	199,544	12/6/2009	Registered	12/5/2019	Next Renewal
60	SS(US)	VERDI	US	77/062,773	12/12/2006	3,665,436	2009/8/11	Registered	8/10/2019	Next Renewal
61	SS(TW)	思源科技	TW	091001877	1/16/2002	175,107	2002/12/16	Registered	12/15/2012	Next Renewal

DISCLOSURE LETTER
in connection with the
AGREEMENT AND PLAN OF MERGER
by and among
SYNOPSYS TAIWAN LIMITED
and
SPRINGSOFT INC.

Dated as of August 3, 2012

DISCLOSURE SCHEDULE

This Company Disclosure Letter is being furnished by SPRINGSOFT INC., a company incorporated and in existence under the laws of the Republic of China (the "ROC") with a principal place of business at No. 25 Industry E. RD. IV Science Park, Hsinchu 300, Taiwan, R.O.C. (the "Company"), in connection with the execution and delivery of the Agreement and Plan of Merger (the "Agreement"), dated as of August 3, 2012, by and between SYNOPSISYS TAIWAN LIMITED, a company incorporated and in existence under the laws of the ROC with a principal place of business at 29 Fl., No. 333, Keelung Rd. Sec. 1, Taipei, Taiwan, R.O.C. ("Merger Sub") and the Company.

Any matter disclosed in one section of the Company Disclosure Letter shall be deemed disclosed in all other applicable sections of the Company Disclosure Letter to the extent that such section is reasonably cross-referenced or the relevance to such other section is reasonably apparent. Disclosure of a matter in a section of the Company Disclosure Letter shall not affect (directly or indirectly) the interpretation of the Agreement or the scope of the disclosure obligation of the Company or any of its Subsidiaries under the Agreement. The Company Disclosure Letter may include items or information which the Company is not required to disclose under the Agreement. The fact that any matter or event is disclosed in a section of the Company Disclosure Letter does not necessarily mean that it is material to the Company and its Subsidiaries, whether considered individually or in combination with other matters or events disclosed herein.

The information in the Company Disclosure Letter is confidential, and the recipients agree by their receipt of the Company Disclosure Schedule that such information shall be held subject to the obligations of the Confidentiality Agreements. In disclosing the information set forth herein, the Company expressly does not waive any attorney-client privilege associated with any such information or any protection afforded by the "work product doctrine" with respect to any of the matters disclosed herein.

The headings and descriptions of the representations and warranties used herein are for convenience of reference only and are not intended and do not alter the meaning of any provision of the Agreement.

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Schedule 4.1

Subsidiaries

Section 4.1(a)

Entity Name	Jurisdiction of Organization	Percentage of Ownership
SPRINGSOFT INC.(B.V.I.)	British Virgin Islands	100%
NOVAS SOFTWARE INC.(B.V.I.)	British Virgin Islands	100%
VCHINA PARTNERS INC.(B.V.I.)	British Virgin Islands	100%
VCEDA PARTNERS INC.(B.V.I.)	British Virgin Islands	100%
SPRINGSOFT K.K.	Japan	100%
SPRINGSOFT USA, INC.	United States	100%
上海源笙軟件科技有限公司	China	100%
思源(廈門)軟件科技有限公司	China	100%
SPRINGSOFT DESIGN AUTOMATION LIMITED	United Kingdom	100%
SPRINGSOFT SAS	France	100%
SPRINGSOFT (S.W) ISRAEL LTD	Israel	100%