

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM557828

<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>
RAMBUS INC.		10/21/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ECEBS LIMITED		
<b>Street Address:</b>	5 White Oak Square, London Road		
<b>City:</b>	Swanley, Kent		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	BR8 7AG		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87959371	VAULTIFY	
<b>Serial Number:</b>	88159355		
<b>Serial Number:</b>	88159358	VAULTIFY SHOP	
<b>Serial Number:</b>	88159360	VAULTIFY TRADE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4157735759		
<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>	4157735700		
<b>Email:</b>	ipprosecutionsf@orrick.com		
<b>Correspondent Name:</b>	Beth M. Goldman		
<b>Address Line 1:</b>	2050 Main Street, Suite 1100		
<b>Address Line 2:</b>	Orrick, Herrington & Sutcliffe LLP		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614-8255		
<b>ATTORNEY DOCKET NUMBER:</b>	16339-6000		
<b>NAME OF SUBMITTER:</b>	Beth M. Goldman		
<b>SIGNATURE:</b>	/Beth M. Goldman/		
<b>DATE SIGNED:</b>	01/16/2020		
<b>Total Attachments: 7</b>			

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DATED 21 OCTOBER 2019

**RAMBUS INC.**

and

**ECEBS LIMITED**

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**TRADE MARK ASSIGNMENT AGREEMENT**

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Slaughter and May  
One Bunhill Row  
London EC1Y 8YY  
(RAXS/ORH/CJMR)

**THIS AGREEMENT** is made the 21<sup>st</sup> day of October, 2019

**PARTIES:**

- (1) **RAMBUS INC.**, a company incorporated in Delaware under company number 2713545, whose registered office is at 1050 Enterprise Way, Suite 700, Sunnyvale, CA 94089 (the "**Assignor**"); and
- (2) **ECEBS LIMITED**, a private limited company incorporated in England under company number 03974521, whose registered office is at 5 White Oak Square, London Road, Swanley, Kent BR8 7AG (the "**Assignee**").

**BACKGROUND:**

- (A) Pursuant to a share purchase agreement dated 21 June 2019 (the "**Share Purchase Agreement**") between the Assignor and Visa International Service Association ("**Visa**"), the Assignor agreed to sell, and Visa agreed to purchase, a portion of the Assignor's ongoing and existing business to which the Trade Marks (as defined below) pertain on the terms of the Share Purchase Agreement (the "**Transaction**").
- (B) The Assignor is the applicant and/or registered proprietor of the trade marks listed in the Schedule hereto (the "**Trade Marks**").
- (C) On completion of the Transaction, the Assignee will become a subsidiary of Visa.
- (D) The Trade Marks are intended to be exclusively used in connection with the ongoing and existing business operated by the Assignee, and the Assignor has been the applicant and/or registered proprietor of the Trade Marks on behalf of the Assignee for future use of the Trade Marks in connection with such business.
- (E) In connection with the Transaction, the Assignor has agreed to assign all its right, title and interest in and to the Trade Marks, including all goodwill of the ongoing and existing business, and that portion of the Assignor's ongoing and existing business, in each case, to which the Trade Marks pertain (but for the avoidance of doubt, in each case, no more than the ongoing and existing business sold and purchased pursuant to the Share Purchase Agreement), to the Assignee on the terms set out in this Agreement.
- (F) Pursuant to the Share Purchase Agreement, the Assignor and Visa agreed that this Agreement would be entered into on the date of this Agreement.

**THE PARTIES AGREE** as follows:

**1. ASSIGNMENT**

In consideration of the payment of £1 from the Assignee to the Assignor (receipt and sufficiency of which is hereby acknowledged by the Assignor), the Assignor hereby assigns to the Assignee all its right, title and interest in and to the Trade Marks (as pending applications and the registrations that issue therefrom) together with all

goodwill of the ongoing and existing business, and that portion of the Assignor's ongoing and existing business, in each case, to which the Trade Marks pertain (but for the avoidance of doubt, in each case, no more than the ongoing and existing business sold and purchased pursuant to the Share Purchase Agreement), including all rights, privileges and advantages thereto, including the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereof to hold unto the Assignee absolutely.

**2. FURTHER ASSURANCE**

The Assignor shall, at the request and cost of the Assignee, execute any further documents and perform such acts and things that may be necessary to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder, including, to the extent necessary, filing any statement or evidence of use of any Trade Mark at any trade mark registry relating to any use of any Trade Mark prior to the date of this Agreement.

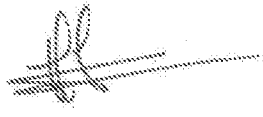
**3. GOVERNING LAW**

This Agreement is to be governed by and construed in accordance with English law. Any matter, claim or dispute arising out of or in connection with this Agreement, whether contractual or non-contractual, is to be governed by and determined in accordance with English law. The courts of England are to have exclusive jurisdiction to settle any dispute, whether contractual or non-contractual, arising out of or in connection with this Agreement. Each party to this Agreement irrevocably submits and agrees to submit to the jurisdiction of the courts of England.

IN WITNESS WHEREOF this Agreement has been executed by or on behalf of the parties to it on the date first above written.

Signed by Luc Seraphin  
for and on behalf of  
RAMBUS INC.

}  
}  
}



*[Trademark Assignment Agreement, Signature Page for Rambus Inc.]*

IN WITNESS WHEREOF this Agreement has been executed by or on behalf of the parties to it on the date first above written.

Signed by Jae Kyung Kim  
for and on behalf of  
ECEBS LIMITED

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) 

*[Trademark Assignment Agreement, Signature Page for Ecebs Limited]*

**SCHEDULE**

**Trade Marks**

<b>Territory/Registry</b>	<b>Trade Mark</b>	<b>Registration/ Application Number</b>	<b>Applicant/Owner</b>
Australia	VAULTIFY	2014138 (IR: 1470699)	Rambus Inc.
Canada	VAULTIFY	1935705	Rambus Inc.
China	VAULTIFY	1470699	Rambus Inc.
EUTM	VAULTIFY	1470699	Rambus Inc.
Japan	VAULTIFY	1470699	Rambus Inc.
Singapore	VAULTIFY	1470699	Rambus Inc.
United Kingdom	VAULTIFY	1470699	Rambus Inc.
United States	VAULTIFY	87959371	Rambus Inc.
WIPO (IR designating: Australia, China, European Union, United Kingdom, Japan and Singapore)	VAULTIFY	1470699	Rambus Inc.
United States	VAULTIFY Logo	88159355	Rambus Inc.
United States	VAULTIFY SHOP	88159358	Rambus Inc.



United States	VAULTIFY TRADE	88159360	Rambus Inc.
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