

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM560237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Verimatrix		12/06/2019	Société Anonyme (Sa): FRANCE
RECEIVING PARTY DATA			
Name:	Rambus Inc.		
Street Address:	1050 Enterprise Way		
Internal Address:	Suite 700		
City:	Sunnyvale		
State/Country:	CALIFORNIA		
Postal Code:	94089		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2855564	QUICKSEC	
CORRESPONDENCE DATA			
Fax Number:	2159651331		
<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:	2159651388		
Email:	blabutta@panitchlaw.com		
Correspondent Name:	Bridget H Labutta		
Address Line 1:	2001 Market Street		
Address Line 2:	Suite 2800		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Bridget H Labutta		
SIGNATURE:	/BHLabutta/		
DATE SIGNED:	02/04/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Trademark Assignment”) from Verimatrix, a *société anonyme* incorporated under the laws of the Republic of France (“Assignor”), to Rambus Inc., a Delaware corporation (“Assignee”), is effective as of December 6, 2019.

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of September 11, 2019 (the “Purchase Agreement”), pursuant to which, among other things, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to the Trademarks (as defined below).

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Trademark Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

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

2. Assignment. Assignor hereby irrevocably sells, assigns, transfers and delivers to Assignee all of Assignor’s right, title and interest in and to the Assigned Trademarks, together with the goodwill appurtenant thereto, all registrations and applications (including intent-to-use applications) for the Assigned Trademarks in all countries throughout the world, all income, royalties, damages and payments in respect of the Assigned Trademarks, and all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds or other remedies relating to those infringements.

3. No Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, NO EXPRESS OR IMPLIED WARRANTIES ARE GIVEN BY ASSIGNOR OR ITS WITH RESPECT TO ANY ASSIGNED TRADEMARKS OR ANY OTHER MATTER OR SUBJECT ARISING OUT OF THIS TRADEMARK ASSIGNMENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, OR REGARDING THE VALIDITY, REGISTRABILITY, TITLE SCOPE, ENFORCEABILITY OR NON-INFRINGEMENT OF ANY TRADEMARKS SUBJECT TO THIS TRADEMARK ASSIGNMENT.

4. Further Assurances. Assignor agrees to execute such further assignments and documents and to do such other acts, at Assignee’s sole expense, as may be necessary or reasonably desirable to vest all of Assignor’s right, title and interest in and to the Assigned Trademarks throughout the world in Assignee or as may be necessary or reasonably desirable to obtain, renew, or issue the Assigned Trademarks, including instructing the registrar for the Assigned Trademarks to transfer the Assigned Trademarks to Assignee. In the event that a trademark registrar does not accept or recognize this Trademark Assignment, Assignor hereby agrees that this document shall constitute a request by Assignor to the registrar to transfer the registration of the Trademarks to Assignee.

5. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of choice or conflicts of law thereof.

[The remainder of this page is intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR:

Verimatrix

By: [Signature]

Name: AMEDEO D'ANGELO

Title: C.F.O.

ACKNOWLEDGMENT

State of New York)
County of New York) ss:

On this 13th day of November, 2019, before me, the undersigned, personally appeared Amedeo D'Angelo, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the corporation named herein, and acknowledged that s/he executed it in such representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires on 12.06.21

SHARALYNN D. MILLER
Notary Public, State of New York
No. 01MI6034018
Qualified in Bronx County
Commission Expires Dec. 6, 2021

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006855 FRAME: 0351

**SCHEDULE A
ASSIGNED TRADEMARKS**

Trademark	Status	File No.	Country	Classes	Filing date	Filing No.	Registration date	Registration No.
QUICKSEC	Registration	500260	EM	09.38	19/06/2002	2739399	21/08/2003	2739399
QUICKSEC	Registration	500260	JP	09.38	23/07/2002	2002-061929	10/10/2003	4717401
QUICKSEC	Registration	500260	US	09.38	15/07/2002	76/431 999	22/06/2004	2855564
v vaultIP	Publication of Reg.	500268	EM	09.42	26/05/2014	12906137	20/10/2014	
v vaultIP	Registration	500268	FR	09.42	09/01/2014	144,059,315	22/05/2015	15/21 Vol. II
v vaultIP	Registration	500268	JP	09.42	27/05/2014	1217359	23/09/2016	1217359
v vaultIP	Registration	500268	KR	09.42	27/05/2014	1217359	24/11/2015	1217359
v vaultIP	Registration	500268	SG	09.42	27/05/2014	1217359	07/09/2015	T14158571
v vaultIP	Registration	500268	US	09.42	27/05/2014	79/152 547	18/08/2015	4,792,486
v vaultIP	Publication of Reg.	500268	WO	09.42	27/05/2014	1217359	27/05/2014	1217359
SypherMedia	Registration	509003	US	38	19/10/2004	78/501 987	16/01/2007	3,199,513
SML	Registration	509004	US	38	26/07/2006	78/938 373	17/07/2007	3,264,734
SMK	Registration	509005	US	38	26/07/2006	78/938 360	15/04/2008	3,413,415
SML	Registration	509006	US	38	26/07/2006	78/938 403	15/04/2008	3,413,417
SMP	Registration	509007	US	38	26/07/2006	78/938 422	17/07/2007	3,264,736
SST	Registration	509008	US	38	26/07/2006	78/938 411	15/04/2008	3,413,418
SYPHERMEDIA INTERNATIONAL	Registration	509009	US	38	26/07/2006	78/938 399	17/07/2007	3,264,735
SypherMedia	Registration	509010	US	42	29/10/2006	77/031 770	24/07/2007	3,267,592
SMG	Registration	509012	US	9	22/06/2009	77/765 025	26/01/2010	3,742,225
SYPHERMEDIA KERNEL	Registration	509013	US	9	22/06/2009	77/765 023	23/02/2010	3,751,659
SYPHER SIGNATURE	Registration	509014	US	42	09/07/2009	77/777 813	26/01/2010	3,742,458