

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM599147

<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>
NATIONAL INSTRUMENTS CORPORATION		01/15/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AWR CORPORATION		
<b>Street Address:</b>	1960 East Grand Ave., Suite 430		
<b>City:</b>	El Segundo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90245		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2445652	APLAC	
<b>Registration Number:</b>	2978455	ANALOG OFFICE	
<b>Registration Number:</b>	2978456	ANALOG OFFICE	
<b>Registration Number:</b>	3044881	AWR	
<b>Registration Number:</b>	3768203	AWR	
<b>Registration Number:</b>	3818944	AXIEM	
<b>Registration Number:</b>	3880346	AXIEM	
<b>Registration Number:</b>	3956212	TX-LINE	
<b>Registration Number:</b>	4127712	MICROWAVE OFFICE	
<b>Registration Number:</b>	4249454	ADVANCING THE WIRELESS REVOLUTION	
<b>Registration Number:</b>	4853802	AWR DESIGN ENVIRONMENT	
<b>Registration Number:</b>	4853803	AWR DESIGN ENVIRONMENT	
<b>Registration Number:</b>	4976107	VISUAL SYSTEM SIMULATOR	
<b>Registration Number:</b>	5194032	AWR	
<b>Registration Number:</b>	5194033	AWR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8777697945		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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TRADEMARK

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 6508395070  
**Email:** tmdoctc@fr.com  
**Correspondent Name:** Lisa Greenwald-Swire  
**Address Line 1:** P.O. BOX 1022  
**Address Line 4:** MINNEAPOLIS, MINNESOTA 55400-1022

<b>ATTORNEY DOCKET NUMBER:</b>	249010001007
<b>NAME OF SUBMITTER:</b>	Lisa Greenwald-Swire
<b>SIGNATURE:</b>	/ Lisa Greenwald-Swire /
<b>DATE SIGNED:</b>	09/23/2020

**Total Attachments: 5**

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source=Trademark Assignment for use with AWR TM Renewals#page5.tif

## ASSIGNMENT OF MARKS

THIS ASSIGNMENT OF MARKS (this “**Assignment**”) is made and entered into as of January 15, 2020 (“**Effective Date**”) by and among NATIONAL INSTRUMENTS CORPORATION, a Delaware corporation having a business address of 11500 North Mopac Expwy, Austin, TX 78759 (“**Assignor**”), and AWR CORPORATION, a California corporation having an address of 1960 East Grand Ave., Suite 430, El Segundo, CA 90245 (“**Assignee**”).


## BACKGROUND



- A. Cadence Design Systems, Inc., a Delaware corporation (“**Purchaser**”) and Assignor have entered into a Stock Purchase Agreement (the “**SPA**”) and certain related agreements, on November 27, 2019 with respect to the sale by Assignor to Purchaser of the Shares (as defined in the SPA) (the “**Transaction**”).
- B. Pursuant to the terms of the SPA and as a condition to the Closing thereunder, prior to the Closing, Assignor is required to, and to cause its Affiliates (other than the Acquired Companies) who have any right, title, or interest in any Transferred Intellectual Property (such Affiliates, together with Assignor, the “**Asset Transferring Entities**”) to, convey, transfer, assign, and deliver to Assignee all right, title, or interest in, to and under the Transferred Assets, including without limitation the Marks (defined below), free and clear of any Encumbrances (other than Permitted Encumbrances).
- C. In order to facilitate the orderly transfer of the Transferred Intellectual Property, including without limitation, the Marks, to Assignee, Assignor is assigning to Assignee the Copyrights as further described in this Assignment.

## AGREEMENT

In consideration of the mutual agreements and covenants set forth herein and the SPA and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree:

1. Assignor has adopted and is using the following Trademarks for which the following United States Trademark Registrations have been obtained (the “**Marks**”):

<u>Mark</u>	<u>Registration No.</u>
APLAC	2,445,652
ANALOG OFFICE	2,978,455
ANALOG OFFICE	2,978,456
AWR	3,044,881
	3,768,203
AXIEM	3,818,944
AXIEM	3,880,346
TX-LINE	3,956,212
MICROWAVE OFFICE	4,127,712

ADVANCING THE WIRELESS REVOLUTION	4,249,454
AWR DESIGN ENVIRONMENT	4,853,802
AWR DESIGN ENVIRONMENT	4,853,803
VISUAL SYSTEM SIMULATOR	4,976,107
	5,194,032
	5,194,033

2. Assignor, on behalf of itself and the other Asset Transferring Entities, does hereby assign to Assignee (a) all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks including all common law rights and trademark applications and registrations for the Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives; (b) all rights to income, royalties, and license fees deriving from the Marks, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or injury to the goodwill associated with the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

3. Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the Intellectual Property Rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable Intellectual Property Rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights.

4. The Commissioner of Patents and Trademarks is requested to issue any Certificates of Registration to Assignee.

5. Any capitalized term used in this Assignment and not otherwise defined in this Assignment will have the meaning ascribed to it in the SPA or the other Transaction Documents.

6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment may be executed by facsimile signature. This Assignment will be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Assignment,

together with the other Transaction Documents, sets forth the entire agreement between the parties and supersede any and all prior or contemporaneous, written, or oral agreements with respect to the subject matter hereof. This Assignment may be amended only in writing executed by each of the parties. This Assignment shall be governed by, and all Disputes shall be resolved in accordance with, the Laws of the State of Delaware (without regard to its conflicts of Laws rules).

*[Signature Page to Follow]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

National Instruments Corporation

By: [Signature]

Name: Alex M. Davern

Title: Chief Executive Officer

Date: January 15, 2020

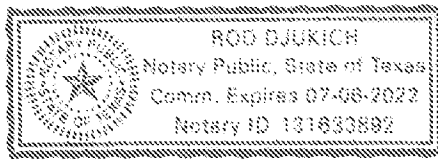
STATE OF Texas §

§

COUNTY OF Travis §

§

Before me, the undersigned authority, on this 17<sup>th</sup> day of January, 2020, personally appeared Alex M. Davern known to me to be the person whose name is subscribed to the foregoing instruments and acknowledged to me that (he/~~she~~) is authorized to execute the same on behalf of the identified corporation and that (he/~~she~~) executed the same on behalf of the corporation for the purposes and consideration therein expressed.



[Signature]  
Notary Public, State of Texas

Printed Name: Rod Djukich

Commission Expires: 07/06/2022

AWR Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

National Instruments Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

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Before me, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instruments and acknowledged to me that (he/she) is authorized to execute the same on behalf of the identified corporation and that (he/she) executed the same on behalf of the corporation for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Printed Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

AWR Corporation

By: Karen Marie Rapp

Name: Karen Marie Rapp

Title: Director

Date: January 15, 2020

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]