

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660031

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xcerra Corporation		09/08/2015	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	FastTest Technology Inc.		
Street Address:	3021 Kenneth St		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2513864	HARBOR ELECTRONICS	
Registration Number:	2856747	HARBOR ELECTRONICS, INC.	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8013232131		
Email:	jshapiro@strongandhanni.com		
Correspondent Name:	Joseph Shapiro		
Address Line 1:	102 S 200 E, Suite 800		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Joseph Shapiro		
SIGNATURE:	/Joseph Shapiro/		
DATE SIGNED:	07/14/2021		
Total Attachments: 24			
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ASSET PURCHASE AGREEMENT

between

**XCERRA CORPORATION,
EVERETT CHARLES TECHNOLOGIES LLC,
MULTITEST ELECTRONIC SYSTEMS, INC.**

and

**FASTPRINT HONG KONG CO. LTD,
FASTPRINT TECHNOLOGY (U.S.) LLC,
and FASTTEST TECHNOLOGY INC.**

Dated as of September 8, 2015

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and effective as of September 8, 2015 between Xcerra Corporation, a Massachusetts corporation ("Xcerra"), Everett Charles Technologies LLC, a Delaware limited liability company ("ECT"), and Multitest Electronic Systems, Inc., a Delaware corporation ("Multitest") (ECT and Multitest, each a "Seller", together the "Sellers", and collectively with Xcerra the "Selling Parties"), on the one hand, and, on the other hand, FastPrint Hong Kong Co. Ltd., a private company limited by shares formed in Hong Kong ("FastPrint HK"), Fastprint Technology (U.S.) LLC, a Delaware limited liability company ("FastPrint LLC"), and FastTest Technology Inc., a Delaware corporation ("Buyer") (Buyer, FastPrint HK, and FastPrint LLC, collectively, the "Buying Parties") (each of the foregoing, a "Party" and, collectively, the "Parties"), with reference to the following facts:

WHEREAS, Sellers and certain of their foreign Affiliates as set forth on Exhibit A hereto (Sellers and such foreign Affiliates, collectively, the "Asset Sellers"), own certain assets and liabilities belonging or related to the Harbor Electronics Business (as defined below);

WHEREAS, the Asset Sellers are engaged in the research and development, design, fabrication, assembly, marketing, distribution, sale, support, maintenance and repair of printed circuit boards, and the provision of services and activities related thereto (the "Harbor Electronics Business", which, for avoidance of doubt, excludes the design, layout, marketing, distribution, sale, support, maintenance and repair of printed circuit device under test load boards by Xcerra's semiconductor test solutions group in connection with the sale of capital equipment (e.g., testers and/or handlers) by Xcerra or its Affiliates for the semiconductor automated test equipment ("ATE") industry (the "Xcerra Excluded Business"));

WHEREAS, Buyer desires to purchase certain assets, constituting substantially all of the assets, and assume certain liabilities related to the Harbor Electronics Business from the Asset Sellers upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, capitalized terms used but not otherwise defined above or defined in the context of the Section of this Agreement in which such terms first appear shall have the meanings set forth in Section 11.17.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, agreements and conditions set forth in this Agreement, and intending to be legally bound, the Parties agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.1. Acquired Assets and Assumed Liabilities.

(a) Assets. Upon the terms, and subject to the conditions, set forth in this Agreement, and subject to the provisions of Section 1.1(c), at the Closing, Xcerra shall or shall cause each Asset Seller to sell and transfer to Buyer or its Designated Purchasers, as applicable, and Buyer or its Designated Purchasers shall purchase and accept from Xcerra or each such Asset Seller, as applicable, all right, title and interest in and to all of the assets, other than the Excluded Assets, used, held for use in or primarily related to the Harbor Electronics Business, tangible and intangible, real, personal and mixed, whether or not any such asset has any value for any accounting purpose or is carried or reflected on in the financial statements of the Harbor Electronics Business, including the assets more particularly described in Schedule 1.1(a) (collectively, the "Acquired Assets"), in each case free and clear of all Liens (other

than Permitted Liens and, in the case of Acquired Real Property, Permitted Real Property Exceptions).

**ARTICLE III
REPRESENTATIONS AND WARRANTIES**

Section 3.1. Representations and Warranties of Selling Parties. Each of the Selling Parties, jointly and severally, makes the following representations and warranties to the Buying Parties:

(a)

programs, under which the Asset Sellers have or are reasonably expected to have any present or future

(p) Intellectual Property.

(i) Schedule 3.1(p)(i) sets forth a complete list, as of the date hereof, of the following categories of (I) Acquired Owned IP, and (II) the Licensed IP (except, with respect to clause (II), for any such Licensed IP (y) consisting of off-the-shelf software that is available generally through retail stores or distribution networks or is otherwise subject to “shrink-wrap” or “click-through” license agreements (including any software pre-installed in the Ordinary Course of Business as a standard part of

hardware purchased from third parties), or (z) with respect to which the grant of a right or license to, or the making available of, such Licensed IP is incidental to the subject matter of a Contract not primarily related to a grant of right or license to, or the making available of, such Licensed IP and which Licensed IP is not material to any of the Harbor Electronics Business): (1) all registered, applied for and material unregistered Trademarks; (2) all Patents; (3) all registered and applied for Copyrights; (4) all Internet domain names; and (5) all material Software. With respect to each such item of the Acquired Owned IP which is issued, granted or registered by or with any domestic or foreign Governmental Entity or Internet domain name registrar or for which an application therefor has been filed with any such Governmental Entity or Internet domain name registrar, Schedule 3.1(p)(i) sets forth, on an item-by-item and jurisdiction-by-jurisdiction basis, (w) the title of such item, (x) the application, registration or renewal numbers, (y) the jurisdiction where such Intellectual Property is registered or where such applications have been filed, and (z) the name of the current registrant, applicant or owner of record.

(ii) Except as otherwise set forth in Schedule 3.1(p)(ii) (A) Xcerra and the Asset Sellers are the sole owner of all right, title and interest in and to (free and clear of all Liens, except Permitted Liens) the Acquired Registered IP, and (B) each Asset Seller (1) is the sole owner of all right, title and interest in and to (free and clear of all Liens, except Permitted Liens) the Acquired Owned IP and (2) has the valid right to use all Licensed IP and each item of such Licensed IP will be available for use by the Buyer or the relevant Designated Purchaser(s) immediately following the Closing on substantially identical terms and conditions as it was immediately prior to the Closing.

(iii) Except as set forth on Schedule 3.1(p)(iii), (A) to Xcerra's Knowledge, since July 1, 2009, no Person has asserted or threatened to assert, any claims (1) contesting the right of any Asset Seller to use, exercise, sell, license, transfer or dispose of Intellectual Property owned by or exclusively licensed in any field to an Asset Seller and used in any of the Harbor Electronics Business, or (2) challenging the ownership, validity or enforceability of any such Intellectual Property, (B) no Acquired Owned IP, or, to Asset Sellers' Knowledge, any Licensed IP which is material to the operation of any of the Harbor Electronics Business and in which an Asset Seller has (or purports to have) an exclusive license or similar exclusive right in any field, or, to Asset Sellers' Knowledge (but without a duty of inquiry), any Licensed IP which is material to the operation of any of the Harbor Electronics Business, is subject to any outstanding Order related to such Intellectual Property or restricting in any manner the licensing, assignment, transfer, use or conveyance of such Intellectual Property by any of the Asset Sellers or, following the Closing, Buyer or any of its Affiliates, and (C) to Asset Sellers' Knowledge, no Person is infringing, violating or misappropriating any (1) Acquired Owned IP or (2) any Licensed IP in which an Asset Seller has (or purports to have) an exclusive license or similar exclusive right in any field (the foregoing clauses (1) and (2) collectively, the "Acquired Exclusive IP"),

(iv) Except as set forth in Schedule 3.1(p)(iv), (A) to Asset Sellers' Knowledge none of the Asset Sellers (with respect to the Harbor Electronics Business) infringes, violates or misappropriates, and (B) the operation of any Harbor Electronics Business as conducted since January 1, 2014 has not infringed, violated or misappropriated, and does not infringe, violate or misappropriate, the Intellectual Property of any other Person. Schedule 3.1(p)(iv) lists any written complaint, claim or notice, or threat of any of the foregoing (including any notification that a license under any Patent is or may be required), received by Xcerra or any of its Affiliates, and Xcerra has made available to Buyer complete and accurate copies of all such complaints or claims which are relevant to any of the Harbor Electronics Business.

(v) All assignments to an Asset Seller of Registered IP included in the Acquired Owned IP have been properly executed and recorded. To Xcerra's Knowledge, all issued Patents, registered Copyrights, registered Trademarks and Internet domain names included in the Acquired Owned IP, in the Acquired Exclusive IP which Xcerra or any of its Affiliates has the right to

prosecute are valid and enforceable and all issuance, renewal, maintenance and other payments that are or have become due with respect thereto have been timely paid by or on behalf of the applicable Asset Seller.

(vi) Xcerra and its Affiliates have taken reasonable measures to protect the proprietary nature of each Trade Secret included in the Acquired Assets. Neither Xcerra nor any of its Affiliates has licensed, distributed or disclosed to any Person, and to Xcerra's Knowledge no other Person (including Xcerra's or its Affiliates' employees and contractors) has distributed or disclosed to any other Person, the source code for any Software that is both (A) included in the Products, and (B) material to any of the Harbor Electronics Business, and no event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time, or both) will, or would reasonably be expected to, nor will the consummation of the transactions contemplated hereby, result in the disclosure or release of such source code of such Software by Xcerra, any of its Affiliates, any escrow agent or any other Person to any third party.

(vii) Schedule 3.1(p)(vii) lists all Open Source Materials that Xcerra or any of its Affiliates have incorporated into, combined with, or distributed with the Products and describes the manner in which such Open Source Materials have been incorporated into, combined with or distributed with the Products, including whether and how the Open Source Materials have been modified or distributed by Xcerra or any of its Affiliates.


(viii) Except as set forth on Schedule 3.1(p)(viii), each employee of Xcerra or any of its Affiliates and each independent contractor of Xcerra or any of its Affiliates has executed a valid and binding written agreement expressly assigning to the applicable Asset Seller all right, title and interest in (1) any inventions and works of authorship, whether or not patentable, included in the Acquired Owned IP and invented, created, developed, authored, identified, conceived, reduced to practice or otherwise created during the term of such employee's employment or such independent contractor's work for Xcerra or any of its controlled Affiliates, and (2) all Intellectual Property rights in such inventions and works of authorship.

(ix) Neither Xcerra nor any of its Affiliates has sought, applied for nor received any support, funding, resources or assistance from any Governmental Entity or quasi-governmental agency or funding source in connection with the exploitation of any Product or any Intellectual Property included in the Acquired Assets or the operation of any Harbor Electronics Business or any facilities or equipment used in connection therewith. No university or Governmental Entity has sponsored any research or development conducted by Xcerra or any of its Affiliates with respect to any Product, or any Intellectual Property included in the Acquired Assets or any Harbor Electronics Business or, to Asset Sellers' Knowledge, has any claim of right to or ownership of or other Lien on any Acquired Companies IP or any Intellectual Property included in the Acquired Assets.


(x) No Software incorporated into, or combined with, the Products, and, to Xcerra's Knowledge, no employee or independent contractor of Xcerra or any of its Affiliates has incorporated into or combined with, a Product or any Software that, contains any disabling device, virus, worm, back door, Trojan horse or other disruptive or malicious code that may or are intended to impair their intended performance of, or otherwise permit unauthorized access to, hamper, delete information in or damage any such Product or any computer system or network with which any such Product interacts, directly or indirectly, other than any such system or network with which any third party purchaser of such Product is prohibited from allowing (or otherwise expressly instructed not to allow) such Product to interact, directly or indirectly, pursuant to the applicable Product's specifications or the relevant written Contract pursuant to which Xcerra or its relevant Affiliate sells such Product.

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to execute and deliver this Agreement as of the day and year first written above.


XCERRA CORPORATION

By: 
Name: *Mark Gollerberg*
Title: *SVP COO & CFO*

EVERETT CHARLES TECHNOLOGIES LLC

By: 
Name: *Mark Gollerberg*
Title: *SVP COO & CFO*

MULTITEST ELECTRONIC SYSTEMS, INC.

By: 
Name: *Mark Gollerberg*
Title: *SVP COO & CFO*

FASTPRINT HONG KONG CO. LTD

By: _____
Name: _____
Title: _____

FASTPRINT TECHNOLOGY (U.S.) LLC

By: _____
Name: _____
Title: _____

FASTTEST TECHNOLOGY INC.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to execute and deliver this Agreement as of the day and year first written above.

XCERRA CORPORATION

By: _____
Name:
Title:

EVERETT CHARLES TECHNOLOGIES LLC

By: _____
Name:
Title:

MULTITEST ELECTRONIC SYSTEMS, INC.

By: _____
Name:
Title:

FASTPRINT HONG KONG CO. LTD

By:
Name:
Title: 邱醒亚 XING YA QIU Director

FASTPRINT TECHNOLOGY (U.S.) LLC

By:
Name:
Title: 陈岚 LAN CHEN Director

FASTTEST TECHNOLOGY INC.

By:
Name:
Title: 柳敏 MIN LIU Director

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

and any groundwater; (ii) the size or boundaries of the Acquired Real Property; (iii) the existence, nature or adequacy of ingress and egress to the Acquired Real Property; (iv) the existence, nature or adequacy of utilities serving the Acquired Real Property, including without limitation, water, sewer, electric, gas, phone and cable service; (v) the nature, adequacy and quality of drainage on the Acquired Real Property, including the occurrence of any flooding, and the presence or adequacy of any sloughs or levees; (vi) the condition, size or adequacy of improvements on the Acquired Real Property; (vii) the present or future zoning or other legal status of the Acquired Real Property or any other private restrictions on use of the Acquired Real Property; (viii) the compliance of the Acquired Real Property or its construction, development or operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity; (ix) the development potential of the Acquired Real Property, and the Acquired Real Property's use, habitability, merchantability or fitness, or the suitability, value or adequacy of the Acquired Real Property for any purpose; (x) the presence of Hazardous Materials (as such term is defined below) at, on, under or about the Acquired Real Property, or adjoining or neighboring property; (xi) the condition of title to the Acquired Real Property; and (xii) the economics of operation of the Acquired Real Property (collectively, all of the foregoing, except to the extent of any warranties and representations set forth in Article 3 of this Agreement, shall be hereinafter be referred to as the "Property Conditions"). The Buying Parties represents that, except to the extent of any warranties and representations set forth in Article 3 of this Agreement, each is relying solely on its own expertise and that of its consultants and advisors and is making and relying upon its own inspections of all aspects of the Acquired Real Property. Each of the Buying Parties hereby waives, releases, acquits and forever discharges each of the Selling Parties and their officers, directors, employees, agents, partners, and any other persons acting on or in behalf of the Selling Parties, and the heirs, successors and assigns of each of the foregoing, of and from any and all claims, liabilities, obligations, demands, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen ("Claims"), that it now has, or which may arise in the future, on account of or in any way growing out of or connected with the Property Conditions. Each of the Buying Parties expressly waives the benefits of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

ML
Buyer's Initials

LC
FastPrint LLC's Initials

XYQ
FastPrint HK's Initials

The provisions of this section shall survive the Closing.

Section 4.2. Conduct of Business Pending the Closing. Xcerra shall use its commercially reasonable efforts to, and to cause each Asset Seller to use its respective commercially reasonable efforts to, operate and carry on each Harbor Electronics Business in the Ordinary Course of Business and in compliance with all applicable Laws and, to the extent consistent therewith, use its commercially

Schedule 1.1(a)

Acquired Assets

The Acquired Assets include, without limitation, all right, title, and interest in and to the following, to the extent such assets relate primarily or exclusively to the Harbor Electronics Business:

1. Acquired Real Property
2. Outstanding Customer POs
3. Outstanding Customer POs A/R
4. The Outstanding Multitest POs and all products, materials, and/or services to be provided under the Outstanding Multitest POs
5. Assumed Contracts
6. See Appendix 1.1(a)(i) attached, as of July 31, 2015.
7. See Appendix 1.1(a)(ii) attached, as of July 31, 2015.
8. See Appendix 1.1(a)(iii) attached, as of July 31, 2015.
9. All rights, defenses, claims or counterclaims of any kind, known or unknown, accrued or contingent, whenever arising, against third parties relating to or arising from any of the Assumed Liabilities.
10. Acquired Owned IP
11. Goodwill associated with the Harbor Electronics Business

Schedule 3.1(p)(i)

Intellectual Property

Acquired Owned IP

Trademarks

Trademark	Reg. No.	Reg. Date	Serial No.	Filing Date	Current Owner	Jurisdiction	Class	Status
HARBOR ELECTRONICS	2,513,864	Dec. 04, 2001	757 479 11	Jul. 12, 1999	Xcerra Corporation	United States of America	Int. Class 009: printed circuit boards used in the testing of integrated circuits	Registered -Active
HARBOR ELECTRONICS, Inc. (& Design)	2,856,747	June 22, 2004	781 196 99	April 4, 2002	Xcerra Corporation	United States of America	Int. Class009: printed circuit boards used in the testing of integrated circuits	Registered - Active

Domain Names

harbor-electronics.com

Licensed IP

Material Software

- ProMS ProCIM
- Frontline InCAM
- Frontline InPlan
- Frontline Genesis
- Xact PCB Ltd. Gemini X
- Cadence Allegro PCB Designer
- Cadence Allegro PCB Routing Option
- Cadence Allegro Design Authoring High-Speed Option
- Cadence Allegro PCB High-Speed Option

- Cadence Allegro PCB Miniaturization Option
- Cadence Allegro(R) Design Authoring
- Cadence Allegro(R) PCB Librarian
- Cadence Allegro(R) Package Designer - L
- Mentor Pads ES Suite
- True Logic TrueChem
- Peer Software PeerLink
- Lotus Notes

Schedule 3.1(p)(ii)

Intellectual Property (Exceptions)

None

Schedule 3.1(p)(iii)

Intellectual Property (Asserted Claims)

None

Schedule 3.1(p)(iv)

Intellectual Property (Infringement)

None

Schedule 3.1(p)(vii)

Intellectual Property (Open Source)

None