

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM325224

<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>
Safe Technology Limited		09/30/2014	CORPORATION: ENGLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dassault Systemes UK Limited		
<b>Street Address:</b>	Suite 9 Riley Court, Milburn Hill Road		
<b>Internal Address:</b>	University of Warwick Science Park		
<b>City:</b>	Coventry, West Midlands		
<b>State/Country:</b>	ENGLAND		
<b>Postal Code:</b>	CV4 7HP		
<b>Entity Type:</b>	CORPORATION: ENGLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3500951	FE-SAFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9136479057		
<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>	913 647 9050		
<b>Email:</b>	tmdocketing.misemer@hoveywilliams.com		
<b>Correspondent Name:</b>	Dianne Smith-Misemer -Hovey Williams LLP		
<b>Address Line 1:</b>	10801 Mastin Blvd., Suite 1000		
<b>Address Line 4:</b>	Overland Park, KANSAS 66210		
<b>ATTORNEY DOCKET NUMBER:</b>	5183.000		
<b>NAME OF SUBMITTER:</b>	Dianne Smith-Misemer		
<b>SIGNATURE:</b>	/Dianne Smith-Misemer/		
<b>DATE SIGNED:</b>	12/05/2014		
<b>Total Attachments: 18</b>			
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**DATED 30 SEPTEMBER 2014**

**(1) SAFE TECHNOLOGY LIMITED**

**and**

**(2) DASSAULT SYSTEMES UK LIMITED**

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**INTRA-GROUP BUSINESS AND ASSET TRANSFER AGREEMENT**

**relating to the sale and purchase of the business  
and assets of Safe Technology Limited.**

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**THIS AGREEMENT** is made on: 30 September 2014

**BETWEEN**

1. **SAFE TECHNOLOGY LIMITED**, a company incorporated in England and Wales (company number 03483402) whose registered office is at Suite 9 Riley Court, Milburn Hill Road, University of Warwick Science Park, Coventry, West Midlands CV4 7HP (the "Seller"); and
2. **DASSAULT SYSTEMES UK LIMITED**, a company incorporated in England and Wales (company number 03482081) whose registered office is at Suite 9 Riley Court, Milburn Hill Road, University of Warwick Science Park, Coventry, West Midlands CV4 7HP (the "Buyer").

**BACKGROUND**

The Seller has agreed to sell the Business (as defined below) to the Buyer for the Consideration (as defined below) and upon the terms set out in this Agreement.

The Seller is selling the Business as its shareholder intends to dissolve or liquidate the Seller in the future.

The parties agree as follows:

**1 DEFINITIONS AND INTERPRETATION**

1.1 The Background and Schedules form part of this Agreement and have the same force and effect as if set out in the body of this Agreement. Any reference to this Agreement includes the Background and Schedules.

1.2 In this Agreement, the following words and expressions have the following meanings:

<b>"Business"</b>	the business of the Seller of design and development of durability analysis software and providing related services, as carried on at the Transfer Date by the Seller;
<b>"Business Assets"</b>	all the undertaking and assets of the Seller relating to the Business as set out in clause 2.1;
<b>"Cash"</b>	all the Seller's cash at the bank and in hand;
<b>"Claims"</b>	the benefit of all rights and claims of the Seller arising out of or in connection with the Business other than claims relating to taxation and which are subsisting at the Transfer Date;
<b>"Completion"</b>	completion of the sale and purchase hereunder in accordance with clause 5;
<b>"Completion Accounts"</b>	the unaudited balance sheet of the Business as at 30 September 2014 to be prepared in accordance with Schedule 3;
<b>"Consideration"</b>	the total purchase price (exclusive of VAT) for the Business Assets referred to in clause 4.1;

**TRADEMARK**

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<b>"Contracts"</b>	all contracts, engagements, licences, guarantees and other commitments relating to the Business which have been entered into or undertaken by or on behalf of the Seller in the course of the Business and which remain outstanding in whole or in part at the Transfer Date, with the exclusion however of the Excluded Contracts;
<b>"Employees"</b>	all of the employees of the Seller engaged in the Business at the Transfer Date, as detailed in Schedule 4;
<b>"Equipment"</b>	all fixed and moveable machinery, office equipment, computer hardware, furniture and equipment owned by the Seller and or used by the Seller in the Business;
<b>"Excluded Assets"</b>	the assets excluded from the sale and purchase under this Agreement, being those more specifically detailed in Part 1 Schedule 2;
<b>"Excluded Contracts"</b>	the contracts excluded from the sale and purchase under this Agreement being those which remain outstanding in whole or in part at the Transfer Date more specifically identified by the name of the contractor in Part 3 Schedule 2;
<b>"Excluded Liabilities"</b>	the liabilities excluded from the sale and purchase under this Agreement, being those more specifically detailed in Part 2 Schedule 2;
<b>"Goodwill"</b>	the goodwill of the Seller in relation to the Business together with the exclusive right for the Buyer to represent itself as carrying on the Business in succession to the Seller;
<b>"holding company" and "subsidiary"</b>	shall have the meaning given in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of: <ul style="list-style-type: none"> <li>(a) another person (or its nominee), whether by way of security or in connection with the taking of security; or</li> <li>(b) its nominee;</li> </ul>
<b>"IPR"</b>	the intellectual property rights which are owned by the Seller and notably those listed in Schedule 5;

<b>"Liabilities"</b>	all debts including the Trade Creditors, obligations and liabilities (both ascertained and contingent) of the Seller in connection with the Business at the Transfer Date or at any time thereafter (but excluding all tax liabilities) arising in respect of any profits accruing or transactions or circumstances occurring up to the Transfer Date;
<b>"Records"</b>	all books and records owned by the Seller and which relate to the Business save for the Seller's statutory books;
<b>"Seller's Group"</b>	the Seller, any holding company of the Seller and any subsidiary of the Seller or any such holding company.
<b>"Stock"</b>	the stock in trade of the Business as at the Transfer Date;
<b>"Trade Creditors"</b>	amounts owed in connection with the Business by the Seller at the Transfer Date in respect of trade creditors (including the inter-company indebtedness incurred in the course of the Business to other members of the Seller's Group), customers' prepayments in respect of contracts and trade bills payable;
<b>"Trade Debts"</b>	amounts due in connection with the Business to the Seller at the Transfer Date in respect of trade debtors (including inter-company indebtedness incurred in the course of the Business by other members of the Seller's Group), amounts recoverable on contracts, payments in advance, trade bills receivable, prepayments and accrued income;
<b>"Transfer Date"</b>	1 October 2014;
<b>"TUPE"</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended).

1.3 The headings in this Agreement shall not affect its interpretation.

1.4 In this Agreement (unless the context requires otherwise), any reference to a Background, clause or Schedule is to a Background, clause or Schedule (as the case may be) of or to this Agreement.

## 2 AGREEMENT TO SELL

2.1 Subject to clause 2.3, the Seller shall sell and transfer with full title guarantee, free from all liens, charges and encumbrances and any other rights of third parties and the Buyer shall purchase as a going concern with effect from the Transfer Date the Business which shall include the following Business Assets:

2.1.1 [REDACTED];

2.1.2 [REDACTED]

2.1.3 [REDACTED]

2.1.4 [REDACTED]

2.1.5 [REDACTED]

2.1.6 [REDACTED]

2.1.7 [REDACTED]

2.1.8 [REDACTED]

2.1.9 the IPR; and

2.1.10 [REDACTED]

2.2 The Seller will, from the Transfer Date, wholly discontinue carrying on the Business and the Buyer shall thereafter be entitled to carry on and continue the same and to hold itself out as doing so in succession to the Seller.

2.3 The Excluded Assets, Excluded Liabilities and Excluded Contracts are expressly excluded from the sale and purchase of the Business Assets.

### 3 LIABILITIES

At Completion the Buyer shall be deemed to have assumed responsibility for the Trade Creditors and shall discharge the liabilities in respect of the Trade Creditors and indemnify and hold the Seller harmless from and against all proceedings, claims actions, demands, obligations, damages, losses, costs and expenses which the Seller may suffer or incur in respect of the Liabilities.

### 4 CONSIDERATION

4.1 In consideration for the sale and transfer by the Seller of the Business Assets, the Buyer shall:

4.1.1 pay to the Seller the amount of GBP [REDACTED] representing the aggregate of (i) the value of the IPR which amount to GBP [REDACTED] (ii) the value of the workforce which amount to GBP [REDACTED] (iii) the value of the customer relationship which amount to GBP [REDACTED] and (iv) the value of the other assets and liabilities which corresponds to a negative amount of GBP [REDACTED] which amount shall be adjusted, positively or negatively as the case may be, by the sum equal to the written down value of the Business Assets as calculated in the Completion Accounts less an amount equal to the amount of the Trade Creditors and (providing there is no double counting) adjusting the resulting balance for the prepayments and accruals in accordance with paragraph 2 of Schedule 3; and

4.1.2 assume responsibility for the satisfaction of all the Liabilities as shown in the Completion Accounts.

- 4.2 The Consideration referred to in clause 4.1 shall be determined as promptly as practicable by the Seller and the Buyer after the signing of this Agreement and shall be calculated in accordance with the Completion Accounts and the Consideration shall be apportioned between the Business Assets in such manner as shall be agreed between the Seller and the Buyer as promptly as practicable after the signing of this Agreement.
- 4.3 The Buyer and the Seller hereby agree that the Consideration shall be paid by the Buyer to the Seller within sixty (60) days from the date of this Agreement and shall be paid by cheque or electronic funds transferred to a bank account of the Seller as may be nominated by the Seller to the Buyer.

## 5 COMPLETION

- 5.1 The sale and purchase of the Business Assets shall be completed immediately after this Agreement is signed, when the events set out in this clause 5 shall take place.
- 5.2 On Completion, the Seller shall cause to be delivered or made available to the Buyer:
- 5.2.1 such documents as the Buyer may reasonably require to complete the sale and purchase of the Business Assets together with all deeds and documents of title relating thereto; and
- 5.2.2 possession of such of the Business Assets as are tangible including all lists of customers, inventories, books of account and records (whether in computerised or other form) relating to the Business.

## 6 TITLE AND SUPPLEMENTARY PROVISIONS

- 6.1 Beneficial ownership and risk in respect of the Business Assets shall pass to the Buyer on the Transfer Date. Title to all Business Assets which can be transferred by delivery shall pass on delivery and such delivery shall be deemed to take place on the Transfer Date.
- 6.2 All assets acquired, liabilities incurred or transactions entered into after the Transfer Date in relation to the Business and the results of the operations of the Business since that date shall be for the account of the Buyer. For the avoidance of doubt, such assets, liabilities, transactions and results shall include, but without limitation, the net amount of cash generated by the Business, interest earned on the daily bank balances held by the Seller for the account of the Business, all Claims which have arisen and all Contracts which have been entered into or undertaken since the Transfer Date.
- 6.3 Insofar as the Business Assets comprise the benefit of Claims and the benefit (subject to the burden) of Contracts which cannot effectively be assigned or transferred by the Seller to the Buyer except by agreements of novation or without obtaining a consent, an approval, a waiver or the like from a third party ("Consents"):
- 6.3.1 the Seller shall (upon the request of the Buyer) take all reasonable steps to procure that such Contracts are novated or the necessary consents obtained and the Buyer shall co-operate with the Seller for such purpose;
- 6.3.2 unless or until each of such Contracts, shall have been so novated or assigned or any necessary consent obtained, the Seller shall from the date of Completion receive and hold the benefit of the relevant Contract or Claim as trustee on trust for the Buyer and shall pay to the Buyer promptly upon receipt any sums received by it under any such Contract or pursuant to any such Claim;



- 6.3.3 the Buyer shall from the date of Completion (at its own cost) assist the Seller to perform all the obligations of the Seller under any such Contracts and indemnify the Seller on an after-tax basis against all liability (and all costs reasonably incurred by the Seller) arising in connection with any such Contracts.
- 6.4 The Seller shall with all due diligence execute such other documents and take such other steps as the Buyer may reasonably require to vest the title to the Business Assets in the Buyer and to give effect to this Agreement.
- 7 DEBTS**
- Unless and until the Trade Debts are or any of them is assigned by the Seller to the Buyer, the Seller will collect and get in as agent for the Buyer the Trade Debts owed to it and will promptly account to the Buyer for all payments received in respect of such Trade Debts.
- 8 EMPLOYEES**
- The parties acknowledge and agree that the sale of the Business from the Seller to the Buyer is a "relevant transfer" within the meaning of TUPE.
- 9 VAT**
- 9.1 The parties shall use all reasonable efforts to ensure that the transfer of the Business and the Assets is treated as a transfer of a business as a going concern for the purposes of section 49 of the Value Added Tax Act 1994 and article 5 of the Value Added Tax (Special Provisions) Order 1995.
- 9.2 If, notwithstanding clause 9.1, VAT is chargeable in connection with the transfer of the Business and the Assets under this Agreement, the Buyer shall pay to the Seller the amount of VAT immediately upon receipt of the relevant VAT invoice together with a copy of the confirmation from HM Revenue & Customs that VAT is payable.
- 10 WARRANTIES**
- The Seller warrants to the Buyer in the terms of the warranties set out in Schedule 1 as at the Transfer Date.
- 11 PERIOD AFTER COMPLETION**
- 11.1 The Parties shall, and shall use their respective best endeavours to procure that any necessary third party shall, carry out, execute and perform all such further acts, deeds, documents and things as either of them may reasonably require by notice in writing to give effect to the terms of this Agreement.
- 11.2 On receiving, on or after Completion, any notices, correspondence, information, orders or enquiries relating to the Business or any money or other items belonging to the Buyer and relating to the Business, the Seller will immediately pass them to the Buyer and title in them shall vest in the Buyer.
- 11.3 The Seller will take all reasonable steps to ensure that the Buyer obtains the full benefit and enjoyment of the Goodwill and in particular will, where possible, encourage customers of the Business to deal with the Buyer in place of the Seller in relation to the Business.
- 12 ANNOUNCEMENTS**

On or as soon as possible after Completion, the Seller will at the request of the Buyer join with the Buyer in sending out a notice in such form as may be agreed between them to all the suppliers and customers of the Business and such other persons as the Buyer may require informing them of the transfer of the Business.

**13 ENTIRE AGREEMENT**

13.1 This Agreement sets out the entire agreement and understanding between the parties in respect of the sale and purchase of the Business. It is agreed that:

13.1.1 neither party has entered into this Agreement in reliance upon any representation, warranty or undertaking of any other party which is not expressly set out or referred to in this Agreement;

13.1.2 a party may claim in contract for breach of warranty under this Agreement but shall have no claim or remedy under this Agreement in respect of misrepresentation (whether negligent or otherwise, and made prior to, and/or in, this Agreement) or untrue statement made by the other party; and

13.1.3 this clause shall not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

**14 COUNTERPARTS**

This Agreement may be executed in any number of counterparts which together shall constitute one agreement. Any party may enter into this Agreement by executing a counterpart and this Agreement shall not take effect until it has been executed by all parties.

**15 FURTHER ASSURANCE**

15.1 The Seller shall at the cost and expense of the Buyer use all reasonable endeavours to do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as the Buyer may from time to time reasonably require for the purpose of giving the Buyer the full legal and beneficial title to the Shares and otherwise giving the Buyer the full benefit of this Agreement.

15.2 The Seller hereby irrevocably appoints the Buyer as its attorney to sign, execute and deliver on its behalf all deeds and documents and to do all acts and things necessary to give effect to the terms of this Agreement.

**16 SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement. The parties shall then use all reasonable endeavours to replace the invalid or unenforceable provision by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

**17 VARIATION**

This Agreement may be varied only by a document signed by each of the parties to it. The expression "variation" shall include any variation, supplement, deletion or replacement however effected.

**18 NO RIGHTS UNDER CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any its terms.

**19 GOVERNING LAW**

19.1 This Agreement and the relationship between the parties shall be governed by, and construed in accordance with, English law.

19.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

IN WITNESS of which the parties have signed this Agreement on the date stated at the beginning of this Agreement.

## **SCHEDULE 1**

### **The Warranties**

#### **1 THE BUSINESS ASSETS**

The Seller is the sole legal and beneficial owner of the Business Assets free from all security interests, options, equities, claims or other third party rights (including, without limitation, rights of pre-emption) of any nature whatsoever, and has the legal right to dispose of the Business Assets, except for:

- 1.1 any hire or lease agreement in the ordinary course of business;
- 1.2 title retention provisions in respect of goods and materials supplied to the Seller in the ordinary course of the business;
- 1.3 liens arising in the ordinary course of business by operation of law.

#### **2 ADEQUACY OF ASSETS**

- 2.1 The Business Assets and the facilities and services to which the Seller has a contractual right include all rights and assets necessary for the carrying on of the Business in the manner in which it is currently carried on.
- 2.2 All of the Business Assets are in the possession or under the control of the Seller.

**SCHEDULE 2**

**Part 1 - Excluded Assets**

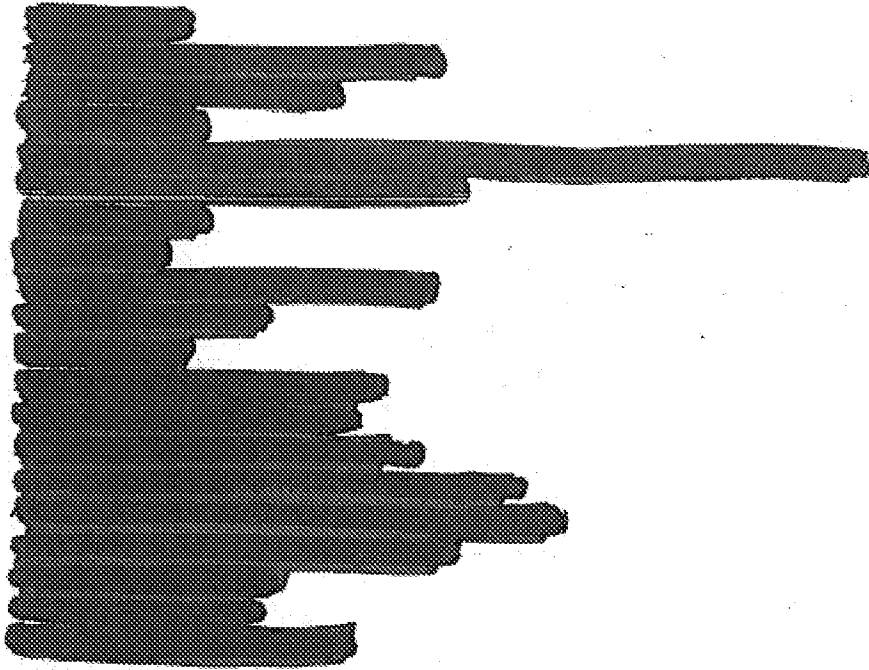
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**Part 2 - Excluded Liabilities**

[REDACTED]

**Part 3 - Excluded Contracts**

[REDACTED]





SCHEDULE 4

Employees

First Name	Last Name	Employment
[REDACTED]	[REDACTED]	indefinite work contract
[REDACTED]	[REDACTED]	indefinite work contract
[REDACTED]	[REDACTED]	indefinite work contract
[REDACTED]	[REDACTED]	indefinite work contract
[REDACTED]	[REDACTED]	indefinite work contract
[REDACTED]	[REDACTED]	indefinite work contract
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[REDACTED]	[REDACTED]	indefinite work contract
[REDACTED]	[REDACTED]	indefinite work contract
[REDACTED]	[REDACTED]	indefinite work contract



SCHEDULE 5

IPR

Trademarks

Mark	Territory	Registration No.	Registration Date
fe-safe + logo	Europe - OHIM	009589813	2011-06-16
FE-SAFE	US	3500951	2008-09-16

Domain Names

Denomination	Extensions
[REDACTED]	.co.uk, .com
[REDACTED]	.co.uk, .com
[REDACTED]	.co.uk, .com
[REDACTED]	.co.uk, .com

Copyright

Seller is the owner of the copyright in and to the following products (in source code and object code formats, whether the versions or releases were made available or not) including the associated documentation (for the build of the products and user documentation):

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

SIGNED as a deed by )

**SAFE TECHNOLOGY LIMITED** )

acting by a director )

in the presence of: Director

Witness signature: .....

Witness name: .....

Witness address: .....

Witness occupation: .....

SIGNED as a deed by )

**DASSAULT SYSTEMES UK LIMITED** )

acting by a director )

in the presence of: Director

Witness signature: .....

Witness name: Alexandre Billet

Witness address: La villa de l'Eduse

Witness occupation: 78290 Courcy sur Seine  
Legal Counsel

SIGNED as a deed by )  
SAFE TECHNOLOGY LIMITED )  
acting by a director )  
in the presence of:

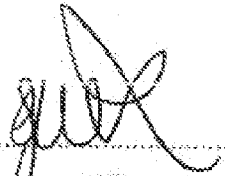
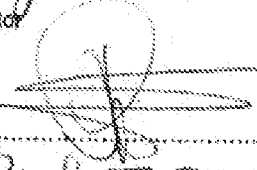
Director

Witness signature:

Witness name:

Witness address:

Witness occupation:

  
.....  
Director  
  
.....  
Pascal THIBERT  
10 rue Marcel Dassault  
73110 Velzy (France)  
Paralegal Corporate

SIGNED as a deed by )  
DASSAULT SYSTEMES UK LIMITED )  
acting by a director )  
in the presence of:

Director

Witness signature:

Witness name:

Witness address:

Witness occupation:

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**APPENDIX 1**

**Balance Sheet as at 31 December 2013**