

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM543730

<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>
IPEXTREME, INC.		06/26/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILVACO, Inc.		
<b>Street Address:</b>	2811 Mission college blvd.		
<b>City:</b>	santa clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4217125	XENA	
<b>Registration Number:</b>	4274477	IPEXTREME	
<b>Registration Number:</b>	4955495	CORE STORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6502403500		
<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>	6502073418		
<b>Email:</b>	william.nuttle@comcast.net		
<b>Correspondent Name:</b>	William nuttle		
<b>Address Line 1:</b>	p.o. box 4240		
<b>Address Line 4:</b>	Foster City, CALIFORNIA 94404		
<b>NAME OF SUBMITTER:</b>	William nuttle		
<b>SIGNATURE:</b>	/William Nuttle/		
<b>DATE SIGNED:</b>	10/03/2019		
<b>Total Attachments: 6</b>			
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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is entered into as of June 26, 2016, by and between Silvaco, Inc., a Delaware corporation ("Buyer") and IPextreme Inc., a Delaware corporation ("Seller").

### RECITALS

Buyer is in the business of designing, developing, marketing and selling EDA and IP products and services. Seller conducts a business of licensing semiconductor intellectual property (IP) cores, IP management software, and industry alliances around IP (the "Business"). Buyer desires to acquire from Seller, and Seller desires to sell to Buyer, certain assets of the Business on the terms and subject to the conditions set forth in this Agreement (the "Transaction").

### AGREEMENT

In consideration of the mutual agreements, representations, warranties and covenants set forth below, Buyer and Seller agree as follows:

#### 1. Definitions.

1.1 Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Accounts Payable" means the trade payables and other payments due to third parties for goods or services provided to Seller that arose in the ordinary course of business.

"Accounts Receivable" means (a) all trade accounts receivable and other rights to payment from customers of Seller and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped or products sold or services rendered to customers of Seller, (b) all other accounts or notes receivable of Seller and the full benefit of all security for such accounts or notes, and (c) any claim, remedy or other right related to any of the foregoing.

"Acquisition of Buyer" means the acquisition of Buyer by another Person by means of any transaction or series of related transactions to which Buyer is party (including, without limitation, any stock acquisition, reorganization, merger or consolidation but excluding any sale of stock solely for capital raising purposes) other than a transaction or series of transactions in which the holders of the voting securities of Buyer outstanding immediately prior to such transaction or series of transactions continue to retain, as a result of shares in Buyer held by such holders prior to such transaction, at least fifty percent (50%) of the total voting power represented by the voting securities of Buyer.

"Affiliate" means with respect to any Person, a Person directly or indirectly controlling or controlled by or under common control with such Person.

"Cause" means: (i) the conviction of any felony or any crime involving moral

turpitude or dishonesty; (ii) knowing participation in fraudulent or dishonest activity against Buyer which adversely affects Buyer; (iii) willful breach of Buyer's policies which adversely affects Buyer; (iv) causing intentional damage to Buyer's property or business; (v) conduct which constitutes insubordination or incompetence; (vi) neglect of duties; or (vii) conduct which demonstrates unfitness to serve; *provided that* the action or conduct described in clauses (v), (vi) and (vii) above will constitute "Cause" only if such action or conduct continues after Buyer has provided employee or service provider with written notice thereof and a reasonable opportunity (to be not less than 30 days) to cure the same.

**"Closing"** means the consummation of the transactions contemplated hereby.

**"Closing Date"** means the date of the Closing.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"GAAP"** means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the accounting profession), which are applicable to the circumstances as of the date of determination; provided, however, that with respect to any financial statements, such financial statements shall be deemed to be in conformity with GAAP, even if they are subject to normal year-end audit adjustments and/or do not contain all notes thereto that may be required in accordance with GAAP.

**"Good Reason"** means the applicable employee experienced a material reduction in salary, benefits or role without his prior written consent unless (i) within the prior six (6) months, the employee committed one or more of the acts described herein as comprising Cause, or (ii) all of Buyer's employees are subject to a similar reduction; or Buyer relocates the employee's office or reporting location more than 50 miles away from Seller's current corporate office located at 808 E. McGliney Lane, Campbell, California 95008.

**"Governmental Authorizations"** means the permits, authorizations, consents or approvals of any Governmental Entity which are a condition to the lawful consummation of the transactions contemplated hereby listed on Schedule I.1 to this Agreement.

**"Governmental Entity"** means any court, or any federal, state, municipal or other governmental authority, department, commission, board, agency or other instrumentality (domestic or foreign).

**"Inventories"** means all inventories, wherever located, including all finished goods, work in process, raw materials, spare parts and all other materials and supplies to be used or consumed in the production of finished goods or operation of a specified business.

**"Lien"** means any mortgage, pledge, lien, security interest, option, covenant, condition, restriction, encumbrance, charge or other third-party claim of any kind.

**"Material Adverse Effect"** means with respect to a Person, any state of facts, condition, change, development, event or effect (each, an "Effect") that, either alone or in

combination with any other Effect, is, or could reasonably be expected to be or become, materially adverse to the business, assets (including intangible assets), liabilities, financial condition, property, or results of operations of such Person and its Affiliates, taken as a whole, whether in the short-term, intermediate-term or long-term; *provided that*, for purposes of this Agreement, a Material Adverse Effect shall not include the foregoing Effects to the extent resulting from (a) changes to the industry or market in which such Person and its Affiliates operate, (b) general economic, regulatory or political conditions or changes, (c) military action or any act of terrorism, (d) the public announcement by the Buyer of this Agreement or the transactions contemplated hereby, (e) any action taken by the Seller at the written request of the Buyer, or (f) changes in laws or GAAP (or any interpretation of GAAP) applicable to the Seller; *provided, further*, in the cases of the foregoing clauses (a) through (c) and (f), that such Effects do not disproportionately affect such Person and its Affiliates relative to any similarly situated companies.

**"Person"** means an individual, corporation, partnership, association, trust, government or political subdivision or agent or instrumentality thereof, or other entity or organization.

**"Taxes"** means all taxes, however denominated, including any interest, penalties or other additions to tax that may become payable in respect thereof, (i) imposed by any federal, territorial, state, local or foreign government or any agency or political subdivision of any such government, for which Buyer could become liable as successor to or transferee of the Business or the Purchased Assets or which could become a charge against or lien on any of the Purchased Assets, which taxes shall include, without limiting the generality of the foregoing, all sales and use taxes, ad valorem taxes, excise taxes, business license taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, real property gains taxes, transfer taxes, payroll and employee withholding taxes, unemployment insurance contributions, social security taxes, and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing, which are required to be paid, withheld or collected, or (ii) any liability for amounts referred to in (i) as a result of any obligations to indemnify another person.

## 2. Sale and Purchase

2.1 Transfer of Assets. Subject to the terms and conditions of this Agreement, Seller shall sell, assign, grant, transfer, and deliver (or cause to be sold, assigned, granted, transferred and

delivered) to Buyer, or to any Affiliate of Buyer designated by Buyer, and Buyer shall purchase and accept from Seller as of the Closing Date, free and clear of all Liens, all of the Seller's rights, title and interest in and to those assets, properties and business owned, held or used in the conduct of the Business by Seller as the same shall exist on the Closing Date that are set forth below (collectively, the "Purchased Assets");

(a) the "IPextreme intellectual property commercialization business platform" as more fully specified on Schedule 2.1(a) hereto (the "IPextreme Platform");

(b) the "Constellations business platform" as more fully specified on Schedule 2.1(b) hereto (the "Constellations Platform", and together with the IPextreme Platform, the "Business Platforms");

(c) all tangible personal property and leases of and other interests in tangible personal property used in connection with the Business, including, without limitation, those items listed on Schedule 2.1(c);

(d) all Inventories of the Business, including, without limitation, those items listed on Schedule 2.1(d);

(e) all rights under existing (i) customer contracts of the Business, including without limitation all commitments, sales and purchase orders for products or services of the Business, all membership agreements in connection with the Constellations Platform, all membership agreements in connection with the IPextreme Platform, and (ii) supplier agreements to the Business, including, without limitation, the items listed on Schedule 2.1(e) (collectively the "Contracts");

(f) all rights of Seller under existing license and sublicense agreements with third parties who provide Intellectual Property (as defined herein below), in any form, to the Business, including without limitation, those agreements listed on Schedule 2.1(f) (collectively the "IP Licenses");

(g) all Accounts Receivable of the Business, including without limitation those specified in detail on Schedule 2.1(g) hereto;

(h) all prepaid expenses with respect to operation of the Business including, but not limited to Taxes, leases and rentals;

(i) all of Seller's equity ownership interest in and to IPextreme GmbH, a company organized under the laws of Germany ("German Sub");

(j) all of Seller's rights, claims, credits, deferred revenues, causes of action or rights of set-off against third parties relating to any of the Purchased Assets, including, without limitation, unliquidated rights under warranties;

(k) all copyrights, copyright registrations, proprietary processes, trade secrets, license rights, specifications, technical manuals and data, drawings, inventions, designs, patents,

patent applications, trade names, trademarks, service marks, brands, websites, domain names, product information and data, know-how and development work-in-progress, customer lists, software, business and marketing plans and other intellectual or intangible property embodied in or pertaining to the Business Platforms or either of them, whether pending, applied for or issued, whether filed in the United States or in other countries, including without limitation the items listed in Schedule 2.1(m), together with all associated goodwill;

(l) all things authored, discovered, developed, made, perfected, improved, designed, engineered, acquired, produced, conceived or first reduced to practice by Seller or its subsidiaries or any of their respective employees or agents in the course of performing services for Seller and/or its subsidiaries that are embodied in, derived from or relate to the Business, in any stage of development, including, without limitation, modifications, enhancements, designs, concepts, techniques, methods, ideas, flow charts, coding sheets, notes and all other information relating to the Business;

(m) any and all design and code documentation, methodologies, processes, trade secrets, copyrights, design information, product information, technology, formulae, routines, engineering specifications, technical manuals and data, drawings, inventions, know-how, techniques, engineering work papers, and notes, development work-in-process, and other proprietary information and materials of any kind relating to, used in, or derived from the Purchased Assets (collectively with subsections (m) and (n), the "Intellectual Property");

(n) all permits, authorizations, consents and approvals of any Governmental Entity affecting or relating in any way to the Business, including without limitation, the items listed on Schedule 2.1(n) (the "Permits");

(o) all books, records files and papers, whether in hard copy or electronic format, used in the Business, including without limitation, engineering information, sales and promotional literature, manuals and data, sales and purchase correspondence, lists of present, former and prospective suppliers or customers, personnel and employment records, and any information relating to Taxes imposed on the Business or Purchased Assets; and

(p) the real property leases set forth on Schedule 2.1(p) hereto (the "Leases");

(q) all of Seller's rights with respect to ownership and/or use of the name "IPextreme", including without limitation use of the name to identify Seller as a corporate entity, subject to the license-back set forth in Section 6.13 below;

(r) all goodwill associated with the Business or the Purchased Assets, together with the right to represent to third parties that Buyer is the successor to the Business.

2.2 **Excluded Assets.** Buyer and Seller agree that any assets not listed as Purchased Assets in Section 2.1 above shall be and hereby are "Excluded Assets".


2.3 **Transfer of Liabilities.** Subject to the terms and conditions of this Agreement, Buyer or an Affiliate of Buyer designated by Buyer agrees, effective as of the Closing Date, to assume only those liabilities of Seller set forth in this Section 2.3 (the "Assumed Liabilities") and

This Agreement has been duly executed and delivered by the duly authorized officers of Seller and Buyer as of the date first above written.

**SILVACO, INC.**

By:   
David Dutton, CEO and President

**IPEXTREME, INC.**

By:   
Warren Savage, CEO and President

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