

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Radica Software Sdn. Bhd.		06/30/2023	Limited Liability Company: MALAYSIA
RECEIVING PARTY DATA			
Name:	Siemens AG (aka Siemens Aktiengesellschaft)		
Street Address:	Werner-von-Siemens-Strasse 1		
City:	Munchen		
State/Country:	GERMANY		
Postal Code:	8033		
Entity Type:	Corporation: GERMANY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87579156	VECTA	
Serial Number:	86915382	VECTA	
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:	3322588420		
Email:	marianne.mastrovito@wbd-us.com		
Correspondent Name:	Marie Mastrovito Womble Bond Dickinson		
Address Line 1:	950 3rd Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Marie Anne Mastrovito		
SIGNATURE:	/MAMastrovito/		
DATE SIGNED:	10/12/2023		
Total Attachments: 13			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Agreement") is made and entered into effective as of June 30, 2023, 11:59 p.m. Malaysia Time (MYT) (the "Effective Date"), by and between:

Radica Software Sdn. Bhd.

a limited liability company incorporated under the laws of Malaysia (Registration number 200401031478 (669986-X)) having its registered office at c/o Boardroom Corporate Services, 170-09-01, Livingston Tower, Jalan Argyll, 10050 George Town-Pulau Pinang, Malaysia

(the "Assignor"),

and

Siemens AG

a stock corporation duly incorporated and existing under the laws of Germany, having its registered offices in Berlin and Munich, Germany, registered with the Commercial Register of the local court (*Amtsgericht*) of Charlottenburg under No. HRB 12300 Band of Munich under No. HRB 6684

(the "Assignee"),

collectively the "Parties" (or singularly as the "Party").

RECITALS

WHEREAS, Assignor owns Intellectual Property as described in the Sale and Purchase Agreement regarding Radica Software Sdn. Bhd. entered into June 30, 2022 between Siemens Industry Software Sdn. Bhd., Yip Voon Kuan and Woo Ah Kek, as well as any subsequent modification or evolution to such Intellectual Property;

WHEREAS, the Assigned Intellectual Property was developed after 26 July 1991;

WHEREAS, Assignee and its affiliates are planning to integrate the Assigned Intellectual Property and products, which are based on the Assigned Intellectual Property with or within its own products and technology, while developing a broader product line which is complementary with the Assigned Intellectual Property;

WHEREAS, Assignor desires to sell, transfer and assign to Assignee, and Assignee wishes to purchase, acquire, and assume from Assignor, the Assigned Intellectual Property upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, Assignee after the transfer of the Assigned Intellectual Property intends to assume the strategic lead, entrepreneurial functions, and risks of the business related to the generation and usage of the Assigned Intellectual Property.

NOW, therefore, in consideration of the foregoing, and of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1 Definitions

- 1.1 **Assigned Intellectual Property.** For purposes of this Agreement the term "Assigned Intellectual Property" shall mean all Intellectual Property specified in the first paragraph of the Recitals and as further detailed in **Annex 1, 2 and 3** hereto, and any subsequent modification or evolution to such Intellectual Property.
- 1.2 **Intellectual Property.** For purposes of this Agreement the term "Intellectual Property" means all intellectual property inclusive of all patents and patent applications (including all utility models, continuation patents, continuation-in-part patents, divisional patents and reissue patents, and applications thereof), ideas, conceptions and inventions (whether or not patentable, reduced to practice or made the subject of a pending patent application), copyrights (whether or not registered), copyrighted or copyrightable works, mask work rights, trademarks, service marks, trade names, and the goodwill associated thereof with each, domain names, drawings, designs, including industrial designs, and any and all applications for registration and registrations thereof throughout the world together with all divisions, renewals and continuations or extensions in whole or in part of any of the foregoing, together with all know-how, trade secrets, manufacturing and production processes and techniques, research and development information, enhancements, improvements, modifications, translations, adaptations, processes, formulae, methods, plans, concepts, hardware configurations, source code, object code, data files, other software and other confidential technical information.
- 1.3 **Other Intellectual Property.** For purposes of this Agreement the term "Other Intellectual Property" means all Intellectual Property which are not Patents and Trademarks, owned by Assignor at the Effective Date, as specified in **Annex 3** to this Agreement.
- 1.4 **Patents.** For purposes of this Agreement the term "Patents" means patents, utility models and other registered Intellectual Property, as well as the respective applications for registration of such rights, owned by Assignor at the Effective Date, which are listed in **Annex 1** to this Agreement, but excluding Trademarks.
- 1.5 **Trademarks.** For purposes of this Agreement the term "Trademarks" means the trademarks and trade names of Assignor, whether registered or not, owned by Assignor at the Effective Date, which are listed in **Annex 2** to this Agreement.

Other capitalized terms used in the Agreement shall have the meaning explicitly assigned to them elsewhere in this Agreement.

2 Assignment

- 2.1 As of the Effective Date and subject to the terms and conditions of this Agreement, Assignor, to the extent entitled to do so, hereby assigns, grants, transfers, sells, conveys and delivers to Assignee, on an exclusive basis, with the ability for Assignee to assign to third parties both on an exclusive basis and non-exclusive basis, throughout the universe and for the maximum period that is permitted by the applicable law, Assignor's entire right, title and interest in and to all Assigned Intellectual Property (including all copyrights therein, all renewals and extensions of such copyrights, all neighboring rights and all other ownership and exploitation rights of any kind, nature, or description) as owned by Assignor at the Effective Date, and all documentation relating thereto free and clear of all liens, encumbrances, claims and rights of third parties. Until such Intellectual Property have been formally transferred to Assignee, Assignee shall be the beneficial owner of the Intellectual Property for all purposes, and Assignor shall hold the Intellectual Property as nominee for the benefit of Assignee. The rights assigned include, without limitation, the right to authorize and prohibit, the rights of reproduction, fixation, adaptation, distribution, rental, lending, performance, broadcast, communication to the public, incorporation into other works, and other exploitation of the Assigned Intellectual Property in

- any and all media and by any and all means now known or hereafter devised, the right to be identified as the exclusive owner of the Assigned Intellectual Property Rights, and the right to transform and make such changes therein and such uses and dispositions thereof as Assignee or its licensees may deem necessary or desirable in their sole discretion.
- 2.2 To the extent the above assignment includes Patents, Assignor seil its entire right, title and interest in the Patents including all rights resulting from the Patents prior to the Effective Date, and the right to claim priority thereto. The Parties will sign separate assignment deeds in relation to the Patents without undue delay after the Effective Date.
- 2.3 To the extent the above assignment includes Trademarks, service marks, or trade names, Assignor hereby also assigns the good will associated therewith.
- 2.4 To the extent permitted by law, Assignor will waive its moral rights in the Assigned Intellectual Property of which rights, title and interest are assigned or transferred to Assignee pursuant to this Section 2.
- 2.5 Assignor agrees to execute all documents reasonably necessary to perfect the transfer of the Assigned Intellectual Property to Assignee. At its own expense, Assignee undertakes and agrees to apply for and obtain registration as new owner of the Assigned Intellectual Property in the registers of the competent Intellectual Property related offices (such as patent and/or trademark Offices). Assignor will, on request by Assignee, assist Assignee to the extent reasonably necessary with any of the procedures mentioned in this Section 2.
- 2.6 If and to the extent under applicable law the right, title and interest in and to any part of the Assigned Intellectual Property may not be assigned, transferred, sold, conveyed and delivered to Assignee pursuant to Section 2.1. above, Assignor hereby grants to Assignee, as of the Effective Date and subject to the terms and conditions of this Agreement, an irrevocable, perpetual, world-wide, exclusive, royalty-free, unconditional, sub-licensable and transferable license to such Assigned Intellectual Property, including (i) the right to use such Assigned Intellectual Property, in its original and/or in any modified form for all fields of use, including the right to copy, make available, publish, distribute in any medium in any form, design, manufacture, market and seil, exploit, translate, transform and modify the Assigned Intellectual Property and products and services utilizing, embodying or incorporating the Assigned Intellectual Property, to use the Assigned Intellectual Property to provide technical support, training and other services in respect of such products, to sublicense the Assigned Intellectual Property to third parties for any of the foregoing purposes, as well as the right to online use such Assigned Intellectual Property in all communication networks and/or use in data networks and end devices, and (ii) the right to bring suit in its own name, or if required by law, jointly with Assignor, at its own expense and on its own behalf, for infringement of the Assigned Intellectual Property, whether such infringement occurred before or after the Effective Date, and in any such suit, to enjoin infringement and collect for its use damages, profits, and awards of whatever nature recoverable for such infringement, and to settle any claim or suit for infringement of the Assigned Intellectual Property, including by granting the infringing party a sublicense to the Assigned Intellectual Property.
- 2.7 The Parties intend that this Agreement and any separate trademark, copyright, or patent assignments, to the extent made between the Parties, be interpreted and construed as a consistent agreement between the Parties, subject to Section 2.5. of this Agreement.
- 2.8 In addition to the Assigned Intellectual Property, Assignor transfers and assigns to Assignee the following:
- all rights and other advantages required in order to assume entrepreneurial functions and risks with regard to the business related to the generation and usage of the Assigned Intellectual Property;
 - all agreements under which Assignor has licensed-in Intellectual Property from a third party (e.g. under an OEM agreement), including without limitation the agreements listed in

Annex 4, if and to the extent such licensed-in Intellectual Property is related to the Assigned Intellectual Property, and subject to the consent of such third party, if required;

3 Consideration

- 3.1 In consideration for the assignment under this Agreement, Assignee shall pay Assignor the sum of [REDACTED] ("Consideration"), which shall be paid in the USO equivalent to be calculated using the rate as published at [REDACTED] as of the Effective Date.
- 3.2 The Consideration shall be due and payable via ICC within 60 (sixty) days after the Effective Date.
- 3.3 Should the Consideration for whatever reason need to be recalculated to reflect the fair market value of the Assigned Intellectual Property as of the Effective Date, the Parties shall agree within three months after the Effective Date on an adjustment of the Consideration, if any.

4 Taxes

- 4.1 Consideration payable under Section 3 is exclusive of any Sales Tax or Value Added Taxes ("indirect taxes"). If indirect taxes are chargeable in respect to any transfer made under this Agreement, Assignee will pay such indirect taxes in addition to the consideration provided in Section 3 subject to the receipt of a valid invoice.
- 4.2 If Assignee is required under any applicable law, regulation or government order to withhold any taxes or similar charges on any amounts payable by Assignee to Assignor, Assignee shall withhold, and shall pay over to the appropriate governmental authorities, all such taxes and other charges. Assignee shall obtain and shall furnish to Assignor official tax receipts or other evidence of payment of all such taxes and other government charges, sufficient to permit Assignor to establish Assignor's right to a credit for such taxes and other charges against Assignor's tax liability. Assignee shall also provide Assignor with such assistance as Assignor shall reasonably request in connection with any application by Assignor to qualify for the benefit of a reduced rate of withholding taxation or other type of tax credit relief, under the terms of any relevant Income Tax Treaty.

5 Representations and Warranties of Assignor

Assignor hereby represents and warrants to Assignee and Assignee's successors and assigns that:

- 5.1 Assignor has the absolute right, power and capacity to execute and deliver this Agreement and to perform its obligations thereunder.
- 5.2 As of the Effective Date, Assignor is the lawful owner of good and marketable title in and to the Assigned Intellectual Property.
- 5.3 The Assigned Intellectual Property is free and clear of all encumbrances and Assignor has all the full legal rights to assign the same/
- 5.4 (A) Assignor has not conveyed to others any right in the Assigned Intellectual Property or any license to use the same or to make, use, or sell anything embodying or utilizing any of the Assigned Intellectual Property, and there are no prior or contemporaneous assignments, grants, licenses, encumbrances, obligations or agreements, either written or oral, express or implied, to which Assignor is a party, that are inconsistent with this Agreement, or

(B) Assignor shall - if not being able give the representations as required under Section 5.4. (A) above-(i) inform Assignee about any agreement covered by the restrictions listed in Section 5.4. A above, and (ii) at Assignee's request and direction, ensure that any such agreement shall

be terminated or assigned to Assignee, or, if such assignment is subject to the other party's consent, do its utmost effort to seek such consent.

6 Export Control

- 6.1 The Parties' obligation to fulfil this Agreement is subject to the provision that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions. In particular, nothing in this Agreement shall require either Party to disclose or provide any information, material or know-how in case an expert license is necessary if such expert license does not validly exist.
- 6.2 If required to enable authorities or one of the Parties to conduct expert control checks, the other Party will, upon request but subject to applicable laws, promptly provide such requesting Party with all information relevant to the intended use of the Assigned Intellectual Property as well as any expert control restrictions existing.
- 6.3 If required, Assignor shall apply for an expert license grant prior to any transfer or assignment of the Assigned Intellectual Property. Assignor shall inform Assignee of any expert related restriction.
- 6.4 The Parties shall comply with all applicable expert laws as applicable to the Assigned Intellectual Property or parts thereof from time to time.

7 Delivery of Materials

In connection herewith, Assignor shall deliver to Assignee all materials and files, including any original certificates of registration, relating to the applications for, and the grant and registration of, all Assigned Intellectual Property.

8 No Assumption of Liabilities; Indemnity

Assignee shall not be deemed to assume, under this Agreement or otherwise by reason of the transactions contemplated hereby, any liabilities, obligations or commitments of any nature whatsoever, whenever incurred or made by Assignor, whether known or unknown, fixed or contingent, or accrued or unaccrued. Assignor agrees to defend, indemnify and hold harmless Assignee from and against any and all claims, demands, liabilities, obligations, costs and expenses of any nature whatsoever, arising out of, in connection with, or relating to any breach of the warranties or representations made by Assignor under this Agreement.

9 Confidentiality

As of the Effective Date, Assignor shall refrain from using or exploiting in any way, for its own account or the account of any third party, any and all confidential information relating to the Assigned Intellectual Property ("Confidential Information") for any purposes or activities, except as may be expressly authorized by Assignee, and Assignor shall not disclose any such Confidential Information to any third party person or entity. Assignor shall immediately notify Assignee of any unauthorized disclosure or use of any Confidential Information that comes to Assignor's attention and shall take all action that Assignee reasonably requests to prevent any further unauthorized use or disclosure thereof.

10 Contracts

If the assignment, transfer or sublicensing by Assignor of any (rights under any) contract or agreement between Assignor and a third party related to the Assigned Intellectual Property ("Third Party Agreement") shall require the consent of such third party, and if the making of an agreement to assign, transfer or sublicense the Assigned Intellectual Property would, under any such Third Party Agreement, constitute a breach thereof or impair the rights of Assignor thereunder (and/or Assignee as the successor in interest), this Agreement shall not be construed as an agreement to make an assignment or transfer of such Third Party Agreement

nor a grant of a sublicense of any rights under such Third Party Agreement, but Assignor shall take all reasonable steps to obtain for Assignee the benefits of such Third Party Agreements even though Assignor may remain liable to the other party or parties to such Third Party Agreements.

11 Further Assurances

Assignor shall execute, acknowledge and deliver all such instruments and take all such action as may be necessary to further assure to Assignee the rights assigned hereby and the full benefits hereof and to preserve and protect this Agreement and all of the rights, powers and remedies of Assignee provided for herein.

12 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the respective Parties hereto.

13 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of Germany, without regard to the conflict of laws principles thereof.

14 Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable.

15 Headings. Headings used in this Agreement (including the title of this Agreement) are for ease of reference only and shall not be used to interpret any aspect of this Agreement.

16 Entire Agreement

This Agreement, together with the Annexes attached hereto, constitutes the entire agreement between the Parties, and supersedes all prior agreements, understandings and communications between the Parties with respect to the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the Parties unless in writing and executed by the duly authorized representative of each of the Parties.

17 Counterparts

This Agreement may be executed in counterparts, including signatures delivered by facsimile, each of which shall be enforceable against the Party executing such counterpart and all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to enter into effect as of the Effective Date hereof, by causing this Agreement to be executed by their respective duly authorized representatives.

Assignor:

Radica Software Sdn. Bhd.



By: _____

Name: GOH KOK WEI

Title: DIRECTOR

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Assignee:

Siemens AG

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Title: _____

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Date: _____

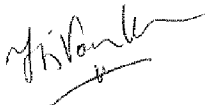
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Assignor:

Assignee:

Radica Software Sdn. Bhd.

Siemens AG

By:  _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Annex 1: Assigned Patents

none

Annex 2: Assigned Trademarks

1) The registered Intellectual Property as listed below:

	Mark	Renew Mark No	Class	Filed/Renew date	Expiry date	Register
a)	Electra	04007229	9	28/05/2004	28/05/2024	Malaysia
b)	Hydraula	2012051233	9	01/03/2012	01/03/2032	Malaysia
c)	Pneumata	2012051232	9	01/03/2012	01/03/2032	Malaysia
d)	Vecta	2017063280	9	17/07/2017	17/07/2027	Malaysia
e)	Vecta	2016052750	42	19/02/2016	19/02/2026	Malaysia
f)	Vecta	87-579, 156	9	17/07/2017	17/07/2027	USA
g)	Vecta	86-915, 382	42	22/02/2016		USA

2) The unregistered tradename(s) and trademark(s) as listed below:

Electra

Annex 3: Assigned Other Intellectual Property

- (i) All rights related to the proprietary computer programs and cloud offerings belonging to following product suites and their products (hereinafter collectively, the "Software Products"):

Nano; Vecta; Electra; Client; and Octa

The above mentioned product suites include without limitation the following products:

Name	Description
Nano	<ul style="list-style-type: none">o As shown in https://vecta.io/nanoo The world's best svg compressor able to compress SVG 21% better than competitors
Vecta	<ul style="list-style-type: none">o General diagramming on the cloudo The engine to Electra Cloud
Electra (on Microsoft Visio)	<ul style="list-style-type: none">o add-on to Microsoft Visi
Electra Cloud	<ul style="list-style-type: none">o Electrical CAD software that works on the browsero Able to draw electrical, hydraulic, pneumatic and P&ID circuits
Electra 221O	<ul style="list-style-type: none">o Offline version of Electra Cloudo Using the same code base on electron
Client	<ul style="list-style-type: none">o Internal sales processing toolo Includes statistics on our sales and operations
Octa	<ul style="list-style-type: none">o Internal static site generatoro Use for blogs, help, tour, internal documentationo Open sourced

The Assigned Intellectual Property includes - without limitation- all rights to the aforementioned Software Products in their current version and all previous versions, (including but not limited to Electra E9), both to their source code and object code, and to all enhancements or other modifications to such Software Programs even when work in progress at the Effective Date of this Agreement.

- (ii) All know-how, trade secrets, research and development information, processes, formulae, methods, plans, concepts, object code, data files, other software and other confidential technical information related to the Software Products and suites.
- (iii) All rights in and to software tools owned by Assignor as per Effective Date including but not limited to backend software tools used for the processing of orders. The rights in the foregoing software tools includes without limitation all rights in the current version, all previous versions, both the source code and object code, and to all enhancements or other modifications made to such software tools even when work in progress at the Effective Date of this Agreement.
- (iv) The Intellectual Property related to the books, records, documents, data and documentation (irrespective whether in paper form or electronic form and whether work in progress or in final form) relating to the assets specified under paragraph (i) and (ii) of this Annex 3, in any manifestation, including without limitation development documentation and marketing material.
- (v) Following internet domains: all domain names which are related to the Intellectual Property identified in this Annex 3, including without limitation the below list of domain names and any other domain name that includes a Trademark as identified in Annex 2 hereof (whether

registered or unregistered), in any case if and to the extent the domain names are owned by Assignor:

radicasoftware.com

radicasoftware.co

getvecta.com

vecta.io

franky.rocks

Annex 4: Transferred Contracts

Cloud Convert: Cloud Convert's file conversion API is used in Electra and Vecta. \$8 USD/Month monthly subscription. Applicable terms are found at:
<https://cloudconvert.com/terms>

Hotjar: Software used for analytics (annual subscription). Terms of services:
<https://www.hotjar.com/legal/policies/terms-of-service/>