

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| Name | | Execution Date |
| SOISIC | | 12/22/2006 |
| RECEIVING PARTY DATA | | |
| Name: | ARM Limited | |
| Street Address: | 110, Fulbourn Road | |
| City: | Cambridge | |
| State/Country: | UNITED KINGDOM | |
| Postal Code: | CB1 9NJ | |
| PROPERTY NUMBERS Total: 2 | | |
| Property Type | Number | |
| Application Number: | 11547548 | |
| Patent Number: | 6879511 | |
| CORRESPONDENCE DATA | | |
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| NAME OF SUBMITTER: | Eric S. Hyman | |
| <p>Total Attachments: 7</p> <p>source=8119P001_ARM_Assign#page1.tif</p> <p>source=8119P001_ARM_Assign#page2.tif</p> <p>source=8119P001_ARM_Assign#page3.tif</p> | | |

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TRANSFER AGREEMENT

BY AND BETWEEN THE UNDERSIGNED

- **SOISIC SA**, a French limited liability company (*société anonyme*) with a capital of 1,319,492.44 euros, with registered offices at 60 rue des Berges - Miniparc Polytec, 38000 Grenoble, France, registered with the Registry of the Commerce and Companies of Grenoble under number 437 527 930

Represented by Mr Jean-Luc PELLOIE, *Directeur Général*, duly authorised by a board decision dated 21 December 2006,

Hereinafter referred to as the « Seller » or « Soisic SA »,

AND:

- **ARM Limited**, an English limited company, whose registered office is located at 110, Foulbourn Road, Cambridge CB1 9NJ,

Represented by Mrs Patricia ALSOP, duly authorised by a board decision dated 22 November 2006,

Hereinafter referred to as the « Purchaser » or « ARM Limited »

Hereinafter referred to together as the « Parties »

WHEREAS

1. Under a Share Purchase Agreement signed on 17 October 2006 between ARM Limited, ARM France SAS, and SOISIC SA, ARM France SAS has acquired 100% of the shares of SOISIC SA.
2. ARM Limited having its own research and development laboratory in United Kingdom wishes to develop the Intellectual Property Rights of Soisic SA in its own laboratory.
3. Consequently, ARM Limited has proposed to Soisic SA to acquire the whole Intellectual Property Rights that belongs to this latter company.

THEREFORE THE PARTIES HAVE AGREED AS FOLLOWS:

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Article 1 - Intellectual Property Rights Definition

Intellectual Property Rights used herein have the respective meaning specified below:

Intellectual Property Rights means (i) inventions, whether or not patentable or made the subject of one or more pending patent applications, (ii) national and multinational statutory invention registrations, patents and patent applications (including all reissues, divisions, continuations, continuations-in-part, extensions and re-examinations thereof) registered or applied for in the United States, the European Union, France and all nations throughout the world, all improvements to the inventions disclosed in each such registration, patent or patent application, (iii) trademarks, service marks, logos, domain names, in the United States, the European Union, France and all nations throughout the world, including all variations, derivations, combinations, registrations and applications for registration of the foregoing and all goodwill associated therewith, (iv) copyrights (whether or not registered) and registrations and applications for registration thereof in the United States, the European Union, France and all nations throughout the world, including all derivative works, moral rights, renewals, extensions, reversions or restorations associated with such copyrights, now or hereafter provided by law, regardless of the medium of fixation or means of expression, (v) computer software (including source code, object code, firmware, operating systems and specifications), (vi) trade secrets and, whether or not confidential, business information (including pricing and cost information, business and marketing plans and customer and supplier lists) and know-how (including design, manufacturing and production processes and techniques and research and development information), (vii) industrial designs (whether or not registered), (viii) databases and data collections, (ix) copies and tangible embodiments of any of the foregoing, in whatever form or medium, (x) all rights to obtain and rights to apply for patents, and to register trademarks and copyrights, (xi) all rights in all of the foregoing provided by treaties, conventions and common law and (xii) all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement or misappropriation of any of the foregoing entered in exhibit.

Article 2 - Intellectual Property Rights transfers

- 2.1 The Seller hereby transfers to the Purchaser and Purchaser agrees thereto, all the Intellectual Property Rights, with no exception or reserve that it holds at the date hereof.
- 2.2 As a result of said transfer, Purchaser shall be subrogated in all the Seller's rights to the Intellectual Property Rights, as from 22 November 2006. From this date, Purchaser will hold full title, right and possession and may transfer or operate the same at its discretion, maintain them in force or relinquish the same.

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- 2.3 Purchaser undertakes to carry on all legal formalities in relation with the acquisition of Soisic SA's Intellectual Property Rights to inform among others, third parties of such transfer.

Purchaser will bear all costs, fees and expenses resulting from these Intellectual Property Rights, including the costs for the present agreement, and will pay as from 22 November 2006 the annual fees and renewal duties for said Intellectual Property Rights to keep them in force.

- 2.4 Purchaser shall have the right to initiate, resume, and if any continue, in its name and for its profit and at its risk, as a claimant or defendant, all rights, cases, proceedings or claims relating to Intellectual Property Rights, including the right to initiate court proceedings in the event of previous or later infringements.

Article 3 Representation and warranties

- 3.1 None of the Intellectual Property Rights listed in Exhibit is subject to any liens, sureties, pre-emptive rights, options, other third-parties rights, restrictions of any natures whatsoever on free transferability, nor of any claims or actions. The Seller is up-to-date with the payment of fees and has carried out all formalities necessary to ensure that such rights are validly registered.
- 3.2 The Seller states that no license or transfer of any rights have been granted regarding the Intellectual Property Rights, and that these latter are not pledged or granted as surety, and that the Seller therefore is fully entitled to the right to transfer them. The Seller states that the Intellectual Property Rights have not been transferred, licensed for use, pledged or granted as surety.
- 3.3 The Seller has not infringed or is not in the process of infringing, any third party's Intellectual Property Rights and, to the Sellers' knowledge no third party has or is in the process of infringing upon any Seller' Intellectual Property Rights.
- 3.4 The Seller states that it has all the rights on the Intellectual Property Rights and that there is no liability in respect of such rights paid in the past or supposed to be paid to third parties or affiliates. Neither the Seller nor any employee, manager or officer of the Seller holds any Intellectual Property Rights relating to the existing or anticipated business of the Seller

In that respect, the Seller's employment agreements contain the provisions necessary to affect the automatic transfer of the Intellectual Property Rights on the work carried out by its employees as from the date of their hiring.

Article 4 - Transfer price

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Article 5 – Confidentiality

Each of the Parties undertakes to maintain the confidentiality of this agreement. Neither Party shall issue any press release, nor publish or communicate, in any form whatsoever, any information of any sort regarding this agreement, except: (i) for disclosures required by applicable laws; (ii) to respond to judicial, administrative or stock exchange requests; (iii) to the extent necessary to carry out the transactions contemplated by this agreement, (iv) to carry out the necessary transfers formalities with relevant organisation or (v) to such Party's staff or professional advisors, so long as the same are informed of the confidential nature of the information so transmitted.

In each such case (exception for use of communication to staff and professional advisors), the disclosing Party must nonetheless provide prior notification to, and consult with, the other Party regarding the nature of the information to be disclosed and the implementation of protective measures necessary to preserve the confidentiality of this agreement. This undertaking shall remain valid for a period of five (5) years following its date of signature.

Article 6 - General Provisions

Should any of the provisions of the agreement be found invalid or cancelled, the Parties shall make their best efforts to replace it with a clause with a similar legal and economic effect and the other provisions shall remain in full force and effect in accordance with the Parties' intentions, such as they result from this agreement.

The agreement and its exhibit, which are fully part thereof, contain the parties' whole agreement related to its subject matter. It supersedes and overrides any previous written or verbal agreement or undertaking by the Parties in connection with such subject matter.

Article 7 -- Governing law

This agreement, its validity, interpretation and execution, are subject to the laws of England and Wales.

Article 8 – Jurisdictional clause

The Parties agree to bring any dispute in connection with this agreement to the relevant court in the jurisdiction of the Purchaser.

Done in 10 originals
In Cambridge
On 22 December 2006

SOISIC SA


By: Jean-Luc PELLOIE

ARM Limited


By: Patricia ALSOP

Exhibit

1. French patents

| | | | | | |
|----------------------------|---|-----------------|----------|--------|--------------|
| Trigger Schmidt | SOISIC (Inventor : Mr. Favard) | April 02, 2003 | 03 04088 | France | July 8, 2005 |
| Low Noise Latch | SOISIC (Inventor : Mr. Desorilleux) | March 29, 2004 | 04 03202 | France | May 26, 2006 |
| Memory on SOI | SOISIC (Inventor : Messrs. Dufourt and Mayor) | August 08, 2002 | 02 10097 | France | Awaiting |
| Determination Steady state | SOISIC (Inventor : Mr. Bracale) | March 29, 2004 | 04 03201 | France | May 26, 2006 |

2. European patents

| | | | | | |
|-----------------|---|-----------------|------------|---|----------|
| Trigger Schmidt | SOISIC (Inventor : Mr. Favard) | April 02, 2004 | 04725427.8 | Germany, Austria, Belgium, Cyprus, Denmark, Spain, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Luxembourg, Monaco, Netherlands, Poland, Portugal, Romania, RU, Slovakia, Slovenia, Sweden, Switzerland, Turkey | Awaiting |
| Memory on SOI | SOISIC (Inventor : Messrs. Dufourt and Mayor) | August 08, 2003 | 04 03202 | Same countries as above | Awaiting |

3. International patents

| | | | | | |
|----------------------|---|----------------|---------------|--|----------|
| Trigger Schmidt | SOISIC (Inventor : Mr. Favard) | April 02, 2004 | IB2004/001402 | Countries parties to the Patent Cooperation Treaty ("PCT") | Awaiting |
| SRAM Double Port | SOISIC (Inventor : Messrs. Dufourt and Mayor) | March 25, 2005 | IB2005/001015 | Countries parties to PCT | Awaiting |
| Asymmetric RF Switch | SOISIC (Inventor : Mr. Cartalade) | July 27, 2005 | IB2005/002616 | Countries parties to PCT | Awaiting |

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|----------------------------|------------------------------------|-------------|---------------|------------------------------|----------|
| Low Noise Latch | SOISIC (Inventor : Mr. Desortieux) | March, 2003 | IB2005/000902 | Countries parties to the PCT | Awaiting |
| Determination Steady state | SOISIC (Inventor : Mr. Bracale) | March 2005 | IB2005/001016 | Countries parties to PCT | Awaiting |

4. United States patents

| | | | | | |
|----------------------|---|-----------------|-------------|---------------|----------------|
| Trigger Schmidt | SOISIC (Inventor : Mr. Favard) | April 02, 2004 | 10/551544 | United States | Awaiting |
| SRAM Double Port | SOISIC (Inventor : Messrs. Dufourt and Mayor) | April 1, 2004 | 60/599167 | United States | Awaiting |
| Asymmetric RF Switch | SOISIC (Inventor : Mr. Catalade) | July 27, 2004 | 10/9007000 | United States | Awaiting |
| Memory on SOI | SOISIC (Inventor : Messrs. Dufourt and Mayor) | August 28, 2003 | 6,879,511B2 | United States | April 21, 2005 |

5. Japanese patent

| | | | | | |
|---------------|---|-----------------|-------------|-------|----------|
| Memory on SOI | SOISIC (Inventor : Messrs. Dufourt and Mayor) | August 07, 2003 | 2003-243952 | Japan | Awaiting |
|---------------|---|-----------------|-------------|-------|----------|

6. French trademarks

| | | | | | |
|------------|--------|--------------------|------------|----------|--------------------|
| SOISIC | SOISIC | November 20, 2000 | 03 065523 | 9 | November 20, 2010 |
| SOI XPERT | SOISIC | September 10, 2003 | 03 3244945 | 9 and 42 | September 10, 2013 |
| SOI XPRESS | SOISIC | September 10, 2003 | 03 3244941 | 9 and 42 | September 10, 2010 |
| EZ SOI | SOISIC | September 10, 2003 | 03 3244942 | 9 and 42 | September 10, 2013 |

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7. International trademarks

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|--------|---|--------|--------------|--------|--------------|--------------|
| SOISIC | Members of the World Intellectual Property Organization | SOISIC | May 18, 2001 | 763872 | 9, 38 and 42 | May 18, 2011 |
|--------|---|--------|--------------|--------|--------------|--------------|

8. United States trademarks

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|--------|---------------|--------|-------------------|----------|-----------------------|--|
| SOISIC | United States | SOISIC | November 19, 2002 | 26514332 | 21, 23, 26, 36 and 38 | |
|--------|---------------|--------|-------------------|----------|-----------------------|--|

9. French domain name

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| SOISIC.COM | SOISIC | October 19, 2000 | October 19, 2002 |
|------------|--------|------------------|------------------|

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