

FORM PTO 1585

REC

06-10-2009



103563254

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Real-Time Innovations, Inc.

Additional name(s) of conveying parties attached? ☐ Yes x No

2. Name and address of receiving party(ies)

Name: Wind River Systems, Inc.

Street Address:

500 Wind River Way  
Alameda, CA 94501

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other: Asset Purchase Agreement

Execution dates: 01/18/2005

4. Application numbers or patent numbers:

A. Patent Applications: 12/479,226 filed on June 5, 2009

B. Patent No.(s)

Additional Numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael J. Marcin, Esq.  
Internal Address: Fay Kaplun & Marcin, LLPStreet Address: 150 Broadway, Suite 702  
City: New York State: New York ZIP: 10038

6. Total number of applications and patents involved: 1

TITLE: **User Process Object Code Installer**

7. Total fee (37 C.F.R. 3.41) ..... \$ 40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Michael J. Marcin, Esq. (Reg. No. 48,198)

Name of Person Signing

Signature

June 5, 2009

Date

Total Number of pages including cover sheet, attachments, and document: 7

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion  
 Mail documents to be recorded with required cover sheet information to:

Mail Stop: Assignments  
 Commissioner of Patents  
 P.O. Box 1450  
 Alexandria, VA 22313-1450

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**EXECUTION COPY**

**ASSET PURCHASE AGREEMENT**

**By and Among**

**WIND RIVER SYSTEMS, INC.,**

**REAL-TIME INNOVATIONS, INC.**

**and**

**STANLEY A. SCHNEIDER**

**January 21, 2005**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of January 21, 2005, by and among Wind River Systems, Inc., a Delaware corporation with its principal place of business at 500 Wind River Way, Alameda, California 94501 ("Buyer"), Real-Time Innovations, Inc., a California corporation with its principal place of business at 155A Moffett Park Drive, Sunnyvale, California 94089, ("RTI") and Stanley A. Schneider (the "Principal Stockholder"). RTI is referred to herein as a "Seller."

## RECITALS

A. Seller wishes to sell, and Buyer wishes to purchase, substantially all of the assets relating to, required for, used in or otherwise constituting the Business (as defined below), in exchange for the assumption of certain specified liabilities relating to the Business and certain consideration set forth herein, including the aggregate purchase price of Ten Million Three Hundred Twenty-Five Thousand Dollars (\$10,325,000) in a combination of cash and stock as further described herein (the "Acquisition").

B. Seller, Principal Stockholder and Buyer desire to make certain representations and warranties and other agreements in connection with the transactions contemplated hereby.

C. Concurrent with the execution and delivery of this Agreement, and as a material inducement to Buyer and Seller to enter into this Agreement, (i) Buyer and Seller are entering into a License Agreement in substantially the form attached hereto as Exhibit A, which will become effective as of the Closing Date (as defined below), (ii) Buyer, Seller and Principal Stockholder are entering into a Non-Competition Agreement in substantially the form attached hereto as Exhibit B, which will become effective as of the Closing Date, (iii) Buyer, Seller, Principal Stockholder and the Escrow Agent (as defined below) are entering into an Escrow Agreement in substantially the form attached hereto as Exhibit C, which will become effective as of the Closing Date, (iv) the Key Employees (as defined below) are entering into agreements with Buyer and Seller, each of which will become effective as of the Closing Date, and (v) Buyer and Principal Stockholder are entering into a Voting Agreement in substantially the form attached hereto as Exhibit D, effective as of the date hereof.

In consideration of the mutual promises and covenants set forth herein, the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereto agree as follows:

## ARTICLE 1

DEFINITIONS

1.1 Capitalized Terms. The following capitalized terms shall have the meanings set forth below:

- (a) "Acquired Assets" shall have the meaning set forth in Section 2.1.
- (b) "Acquisition" shall have the meaning set forth in the Recitals.

**2.5 Transfer of Patent Rights.** For each of Seller's Patents, Seller shall deliver to Buyer at Closing an assignment in form reasonably acceptable to Buyer to evidence the transfer of such Patents to Buyer. Such assignment shall specify Buyer (or such other entity designated by Buyer in its sole discretion) as the owner by assignment of such Patents.

**2.6 Transfer of Trademarks.** For each of Seller's Trademarks, Seller shall deliver to Buyer at Closing an assignment in form reasonably acceptable to Buyer to evidence the transfer of such Trademarks to Buyer. Such assignment shall specify Buyer (or such other entity designated by Buyer in its sole discretion) as the owner by assignment of such Trademarks.

**2.7 Transferred Contracts.** On or prior to the Closing: (i) Seller shall deliver to Buyer all of the Transferred Contracts, including the Third Party Technology Contracts; and (ii) for each such Transferred Contract for which a consent is required for transfer or assignment, Seller shall deliver to Buyer a written agreement in a form satisfactory to Buyer, signed by the party or parties (other than Seller) to such Transferred Contract pursuant to which such party or parties thereto: (x) consent to the transfer and assignment of such Transferred Contract to Buyer; and (y) confirm that Buyer will have all rights that Seller had under such Transferred Contract.

**2.8 Further Assurances; Post-Closing Cooperation.**

(a) At any time or from time to time after the Closing, at Buyer's reasonable request and without any further consideration, Seller shall: (i) execute and deliver to Buyer such other instruments of sale, transfer, conveyance, assignment and confirmation (including, but not limited to copyright registrations, patent applications, and other documents pertaining thereto; (ii) provide such materials and information; and (iii) take such other actions, as Buyer may reasonably deem necessary or desirable in order to transfer, convey and assign more effectively to Buyer, and to confirm Buyer's title to, all of the Acquired Assets, and, to the full extent permitted by law, to put Buyer in actual possession and operating control of the Acquired Assets and to assist Buyer in exercising all rights with respect thereto, and otherwise to cause Seller to fulfill their obligations under this Agreement and the Collateral Agreements.

(b) Following the Closing, Seller will afford Buyer, its counsel and its accountants, during normal business hours, reasonable access to the books, records and other data relating to the Business or the Products in Seller's possession with respect to periods prior to the Closing and the right to make copies and extracts therefrom, to the extent that such access may be reasonably required by Buyer in connection with: (i) the preparation of tax returns; (ii) performance by Buyer under the Transferred Contracts; (iii) the determination or enforcement of rights and obligations under this Agreement against a third party; (iv) compliance with the requirements of any Governmental Entity; or (v) in connection with any actual or threatened third party Action or Proceeding. In the case of clauses (i) and (ii) above, Seller will be entitled to 24 hours prior notice of the request for such access and, in the case of clauses (iii) through (v), Seller will provide such access as soon as reasonably possible within 10 days of such request.

(c) For 24 months following the Closing, Buyer will afford Seller, during normal business hours, upon 24 hours prior notice, reasonable access to the books and records and other data transferred by Seller relating to the Business or the Products in Buyer's possession with respect to periods prior to the Closing for the purpose of making copies or extracts of assets that are not Acquired Assets and that were unavoidably or inadvertently included in the assets transferred to Buyer.