

Mail Stop: Assignment Recordation Services Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
Attorney Docket No. 152811					
Please record the attached document.					
Total number of pages including cover sheet, attachments, and document: 24					
1. A. Name of conveying party: MARVELL TECHNOLOGY SWEDEN AB B. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. A. Name and address of receiving party: MARVELL INTERNATIONAL LTD. CANON'S COURT 22 VICTORIA STREET HAMILTON, HM 12 BERMUDA B. Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. A. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ B. Execution Date: December 2, 2011					
4. A. Patent Application No. 12/994,951 B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No C. Title of Application: <u>NETWORK PROCESSOR UNIT AND A METHOD FOR A NETWORK PROCESSOR UNIT</u>					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>James A. Oliff</u> Address: OLIFF & BERRIDGE, PLC P.O. Box 320850 Alexandria, VA 22320-4850 Phone Number: 703-836-6400 Fax Number: 703-836-2787			6. Total number of applications and patents involved: 1 7. Please charge Deposit Account No. 15-0461 the total fee (37 CFR 3.41) in the amount of \$40.00 . 8. Credit any overpayment or charge any underpayment to deposit account number 15-0461.		
9. Statement and signature. <i>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.</i> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="width: 40%;"> James A. Oliff Registration No. 27,075 John S. Kern Registration No. 42,719 </div> <div style="width: 40%; text-align: right;"> Date: April 11, 2012 </div> </div>					

CH \$40.00 150461 12994951

ASSET PURCHASE AGREEMENT

between

MARVELL TECHNOLOGY SWEDEN AB

as Seller

and

MARVELL INTERNATIONAL LTD.

as Purchaser

December 9, 2011

THIS AGREEMENT is made the 2 day of December 2011

BETWEEN

MARVELL TECHNOLOGY SWEDEN AB, a limited liability company incorporated under the laws of the Kingdom of Sweden, under the registration number 556864-1285 (the "Seller"), formerly known as Xelerated NewCo AB; and

MARVELL INTERNATIONAL LTD., a limited liability company incorporated under the laws of Bermuda, under the registration number EC29736 and with Foreigner's Identification Number (NIE) N4131052E (the "Buyer").

RECITALS

- A. On December __, 2011, the Buyer purchased the shares of Seller pursuant to the Share Purchase Agreement;
- B. The Seller is the owner of certain business assets relating to the business of the Seller (the "Seller Assets");
- C. The Seller has agreed to sell and transfer, and the Buyer has agreed to purchase, some of the Seller Assets upon the terms and conditions of this agreement.

NOW IT IS AGREED as follows:

1. AGREEMENT TO SELL AND PURCHASE

- 1.1 The Seller sells, and the Buyer purchases free from any charge, pledge, assignment, title retention, lien, trust, right of set off or other third party right, claim or encumbrance:

1.1.1 with full title guarantee the following assets:

- (a) All patents and utility models and applications (including provisional applications) and all reissues, divisions, renewals and extensions described under Schedule 1.1.1.a (hereinafter, the "Patents").

The parties acknowledge that the know-how required for the use of the Patents, together with all technology, including, all information related to, constituting or disclosing, and all tangible copies and embodiments in any media of, technology, including techniques, designs, design rules, confidential information, trade secrets, inventions (whether or not patented or patentable), discoveries, improvements, algorithms, routines, methods, software, files, databases, data compilations, technical data, works of authorship,

processes, devices, prototypes, schematics, breadboards, net lists, mask works, test methodologies, and hardware development tools are transferred jointly with the Patents.

- (b) All trade names, logos, trademarks and service marks, whether or not registered, including all rights, and trademark and service mark registrations and applications, including all marks registered in the Swedish Patent and Trademark Office and the trademark offices of other nations throughout the world, and all rights therein provided by international treaties or conventions, and all the goodwill associated therewith, as described under Schedule 1.1.1.b (hereinafter, the "Trademarks").

- (c) The known in-process technology (hereinafter, the "In-Process R&D").

The Seller shall give or procure to be given to the Buyer all such written information and other assistance that the Buyer may reasonably require for the effective transfer of the In-Process R&D.

- (d) The list of customers included under Schedule 1.1.1.d (hereinafter, the "List of Customers").

The Patents, the Trademarks, the In-Process R&D and the Customer List shall be, hereinafter, jointly referred to as the Assets.

- 1.2 The sale and purchase of each of the Assets is interdependent and shall be completed simultaneously.

2. PURCHASE PRICE

- 2.1 The purchase price amounts to SEK358M (the "Purchase Price") which corresponds to the fair market value of the Assets determined by an independent valuer and agreed between the parties.

3. WARRANTIES

- 3.1 The Buyer enters into this agreement on the basis of, and in reliance on, the following warranties (the "Warranties"):

- (i) The Seller has good and marketable title to each Asset, and each Asset is legally and beneficially owned by the Seller. There are no encumbrances over any of the Assets and the Seller has not agreed to create any encumbrances over the Assets or any part of them, except as expressly set out in this agreement.

- (ii) The Seller is the sole legal and beneficial owner of (or applicant for) the Patents and Trademarks, free from encumbrances and all other rights exercisable by third parties, except as expressly set out in this agreement.
- (iii) The Patents and Trademarks are valid, subsisting and enforceable, and nothing has been done or not been done as a result of which any of them has ceased or might cease to be valid, subsisting or enforceable, except as expressly set out in this agreement.

- 3.2 The Seller warrants to the Buyer that each Warranty is true and accurate.
- 3.3 If at any time the Seller becomes aware that a Warranty has been breached or is untrue or has a reasonable expectation that any of those things might occur, it shall immediately:
 - 3.3.1 notify the Buyer in sufficient detail to enable the Buyer to make an accurate assessment of the situation; and
 - 3.3.2 if requested by the Buyer, use its reasonable endeavours to prevent or remedy the notified occurrence.
- 3.4 Each of the Warranties is separate and, unless expressly provided to the contrary, is not limited by reference to any other Warranty or anything in this agreement.
- 3.5 The Buyer acknowledges and agrees that at the date of this agreement it has no actual knowledge of any breach of Warranty.

4. SELLER'S LIABILITY

- 4.1 The Seller undertakes to indemnify and hold the Buyer harmless against all the damages (including professional fees and costs but excluding loss of profits) which may be suffered or incurred by the Buyer and which arise directly or indirectly in connection with a breach of a Warranty.
- 4.2 Any payment made in respect of a claim under this clause shall include any amount necessary to ensure that, after taxation of the payment, the Buyer is left with the same amount it would have had if the payment had not been subject to taxation.

5. APPORTIONMENTS AND PREPAYMENTS

- 5.1 All periodical charges and periodical outgoings related to the Assets shall be apportioned on a time basis, so that such part of the relevant charges attributable to the period ending on the date hereof shall be borne by the Seller and such part of the relevant charges attributable to the period commencing on the day immediately following the date hereof shall be borne by the Buyer.
- 5.2 Any sum due between the parties pursuant to this clause shall be paid in cash within 10 calendar days of receipt:

5.2.1 if to the Seller, to such bank account as the Seller may notify to the Buyer;
and

5.2.2 if to the Buyer, to such bank account as the Buyer may notify to the Seller.

6. **VALUE ADDED TAX**

6.1 The Purchase Price is exclusive of VAT (if any).

6.2 The present transfer of Assets shall be deemed as out of the scope of Swedish VAT and shall not be subject to VAT in Sweden, as the transfer shall be located for VAT at recipient's site in Bermuda.

7. **FURTHER ASSURANCE**

7.1 Giving full effect to the sale and purchase of the Assets in each and all of the relevant jurisdictions may require the fulfilment of local formalities such as the filing and recording of the present transfer in the relevant registries. In this sense, the parties undertake to execute and file for registration such instruments as are necessary or desirable to document and to transfer title to the Assets from Seller to Buyer in each and all of the relevant jurisdictions.

7.2 The Seller shall promptly execute and deliver all such documents, and do all such things, as the Buyer may from time to time require, for the purpose of giving full effect to the provisions of this agreement.

8. **ASSIGNMENT**

No party may assign any of its rights under this agreement without the prior written consent of the other party.

9. **WHOLE AGREEMENT**

This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

10. **VARIATION AND WAIVER**

10.1 A variation of this agreement shall be in writing and signed by or on behalf of each party.

10.2 Any waiver of any right under this agreement is only effective if it is in writing and signed by the waiving or consenting party and it applies only in the circumstances for which it is given and shall not prevent the party who has given the waiver or consent from subsequently relying on the provision it has waived.

- 10.3 No failure to exercise or delay in exercising any right or remedy provided under this agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof.
- 10.4 No single or partial exercise of any right or remedy under this agreement shall preclude or restrict the further exercise of any such right or remedy.
- 10.5 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

11. COSTS

- 11.1 All costs and expenses in connection with the negotiation, preparation, execution and performance of this agreement, and any documents referred to in it, shall be borne by the party that incurred the costs.

12. NOTICE

- 12.1 A notice given under this agreement:

12.1.1 shall be in writing in the English language (or be accompanied by a properly prepared translation into English);

12.1.2 shall be sent for the attention of the person, and to the address, e-mail or fax number, given in this clause (or such other address, e-mail, fax number or person as the relevant party may notify to the other party); and

12.1.3 shall be:

- (a) delivered personally; or
- (b) delivered by commercial courier; or
- (c) sent by fax; or
- (d) sent by e-mail; or
- (e) sent by pre-paid first-class post or recorded delivery; or
- (f) (if the notice is to be served by post outside the country from which it is sent) sent by airmail.

- 12.2 The addresses for service of notice are:

12.2.1 Marvell Technology Sweden AB

Address: c/o Marvell Switzerland Sarl
Route Pallatex, 17
CH 1163 Etay, Switzerland

For the attention of: Director

Phone number: 41-21-8210039

Fax number: 41-79-2022303

12.2.2 **Marvell International Ltd**

Address: Canon's Court
22 Victoria Street
Hamilton HM 12, Bermuda

For the attention of: General Manager

Phone number: (441) 296-6395

Fax number: (441) 295-3328

12.3 A notice is deemed to have been received:

12.3.1 if delivered personally, at the time of delivery; or

12.3.2 if delivered by commercial courier, at the time of signature of the courier's receipt; or

12.3.3 if sent by fax upon receipt of a confirmation of transmission slip; or

12.3.4 if sent by e-mail upon receipt of confirmation of delivery; or

12.3.5 if sent by pre-paid first class post or recorded delivery, 48 hours from the date of posting; or

12.3.6 if sent by airmail, five days from the date of posting.

13. **SEVERANCE**

13.1 If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

13.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

14. **INTERPRETATION**

14.1 Clause, schedule and paragraph headings do not affect the interpretation of this agreement.

14.2 A reference to a clause or a schedule is a reference to a clause of, or schedule to, this agreement and a reference to a paragraph is to a paragraph of the relevant schedule.

14.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated.

- 14.4 Words in the singular include the plural and in the plural include the singular.
- 14.5 A reference to one gender includes a reference to the other gender.
- 14.6 A reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
- 14.7 Where the words include(s), including or in particular are used in this agreement, they are deemed to have the words "without limitation" following them.
- 14.8 Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them.

15. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.


16. LANGUAGE

If this agreement is translated into any language other than English, the English language text shall prevail.

17. GOVERNING LAW AND JURISDICTION

- 17.1 This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of Bermuda.
- 17.2 The parties irrevocably agree that any dispute or claim that arises out of or in connection with this agreement shall be settled by the courts of the city of Hamilton, Bermuda.


This document is executed and is defined and takes effect on the date stated at the beginning of it.



MARVELL TECHNOLOGY SWEDEN AB
Patrick Clement
Director

MARVELL INTERNATIONAL Ltd
Carol Feathers
General Manager

MARVELL TECHNOLOGY SWEDEN AB
Patrick Clement
Director



MARVELL INTERNATIONAL Ltd
Carol Feathers
General Manager

SCHEDULE 1.1.1.a

List of Patents

(8)

SCHEDULE 1.1 W. TO ASSET PURCHASE AGREEMENT
LIST OF TRANSFERRED IP

Registered Parents

[illegible]

LEGA. 0739058012

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2(s)

[REDACTED]

Patent Families

Patent Family Report enclosed.

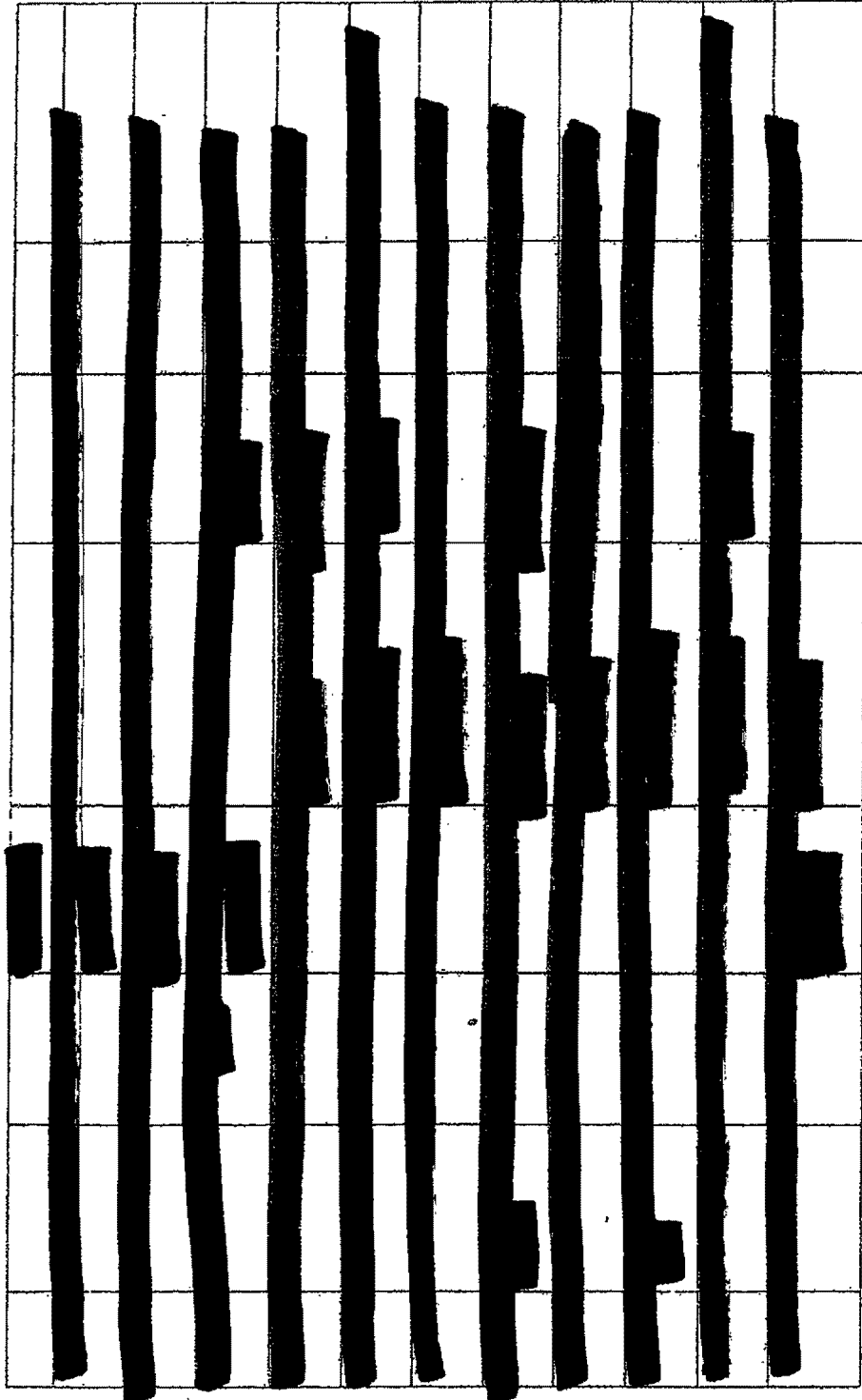
Pending Patent Applications

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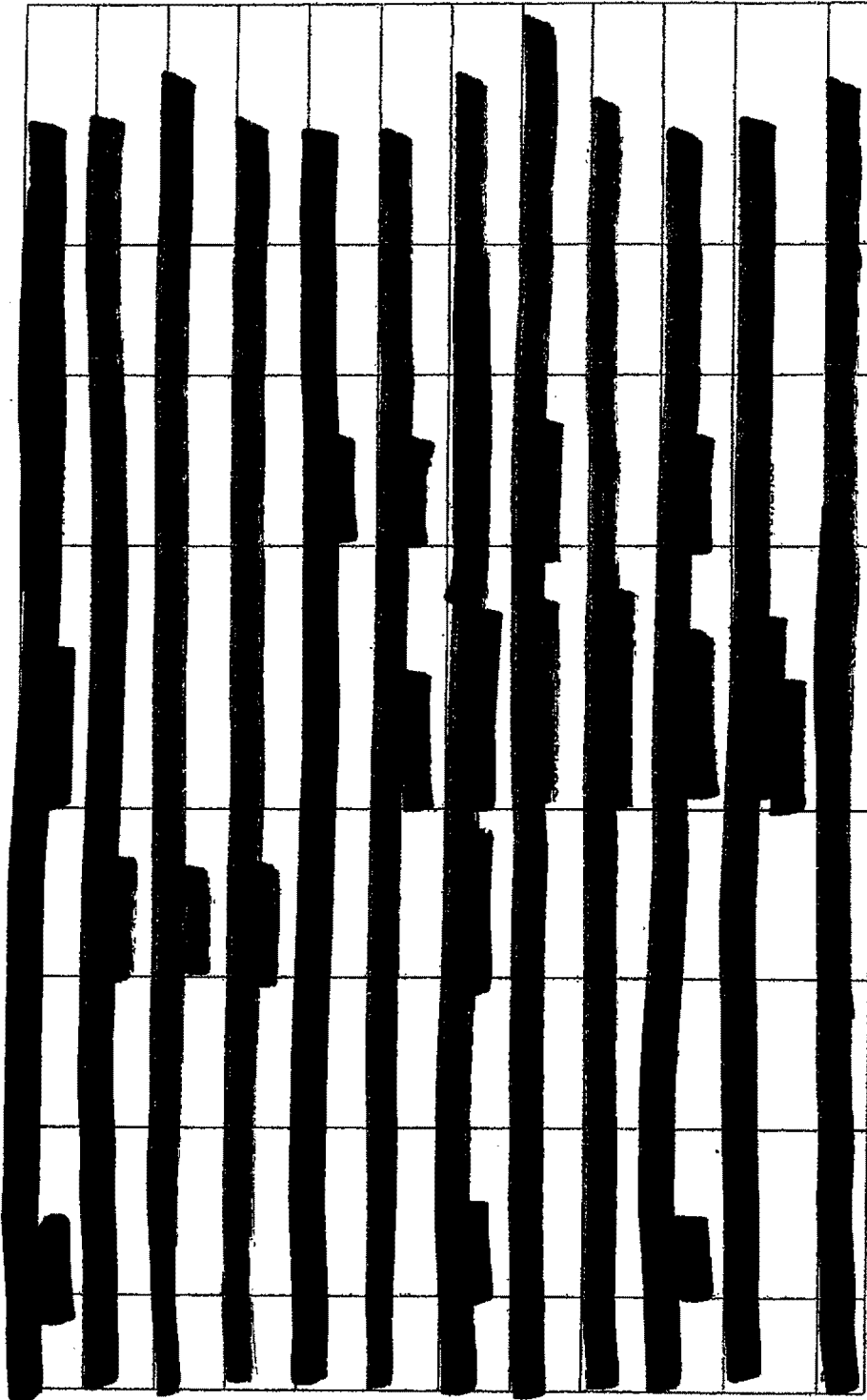
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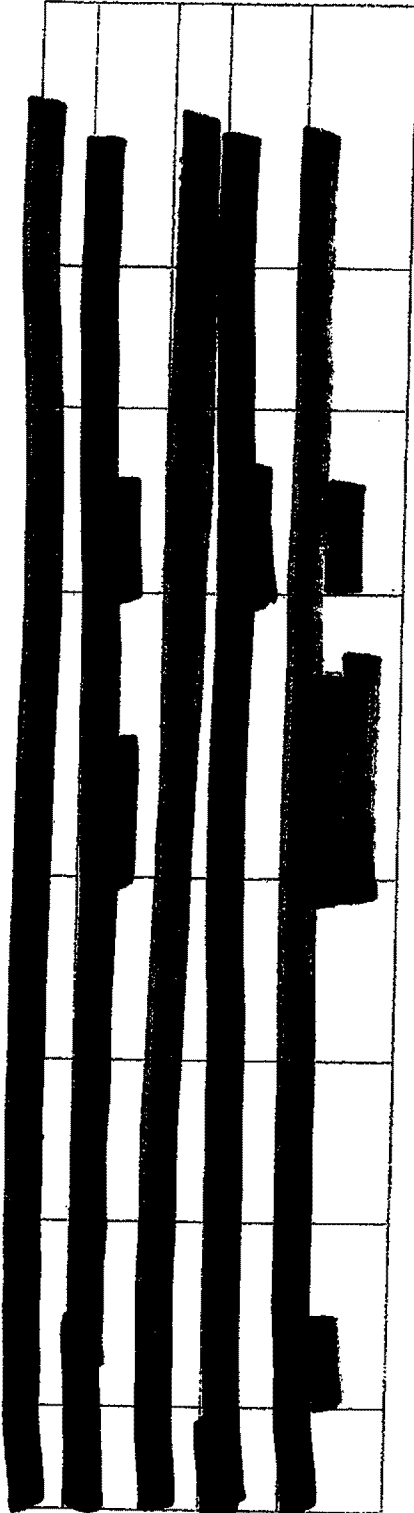
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PATENT

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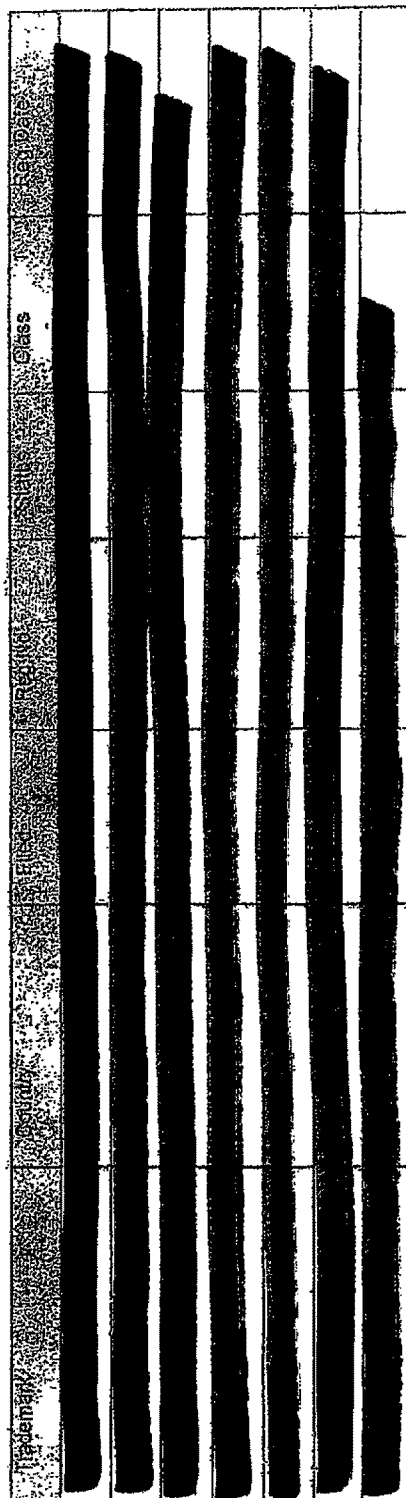
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SCHEDULE 1.1.1.b

List of Trademarks

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Registered Trademarks


























































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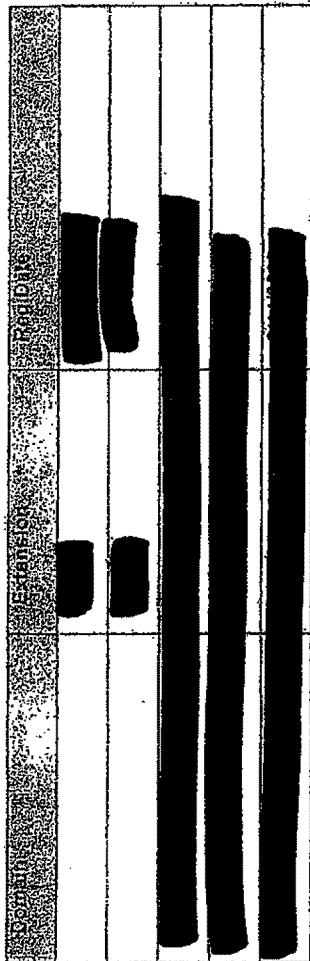
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SCHEDULE 1.1.1.d

List of Customers