

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3358421

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ENGLISH TRANSLATION OF ASSIGNMENT DOCUMENT
CONVEYING PARTY DATA	
Name	Execution Date
SALLAND ENGINEERING NORTH AMERICA, INC.	12/19/2014
RECEIVING PARTY DATA	
Name:	PDF SOLUTIONS, INC.
Street Address:	333 W. SAN CARLOS ST.
Internal Address:	STE 1000
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95110
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6711514
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:	(917) 749-4212
Email:	david.garrod@pdf.com
Correspondent Name:	DAVID GARROD, PH.D, ESQ.
Address Line 1:	711 IVY ST.
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15232
ATTORNEY DOCKET NUMBER:	PDFS-0096-U1
NAME OF SUBMITTER:	DAVID GARROD, PH.D., ESQ.
SIGNATURE:	/david garrod/
DATE SIGNED:	05/18/2015
Total Attachments: 13	
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Asset Agreement

The Undersigned:

1. **Salland Engineering International B.V.**, located at Schrevenweg 12, 8024 HA Zwolle, the Netherlands, hereafter **SEI**, hereby legally represented by Mr. P.A. van Ulsen;
2. **Salland Engineering North America, Inc.**, located at 1755 N. Collins, Suite 510, Richardson, Texas 75080, USA, hereafter **SENA**, hereby legally represented by Salland Engineering International B.V., hereby legally represented by Mr. P.A. van Ulsen and Mr. J.J.J. Meeuwsen;
3. **Salland Engineering (Europe) B.V.**, located at Schrevenweg 12, 8024 HA Zwolle, the Netherlands, hereby legally represented by Mr. P.A. van Ulsen and Mr. J.J.J. Meeuwsen;
and
4. **PDF Solutions, Inc.**, located 333 W. San Carlos Street, Suite 1000, San Jose, CA 95110, USA, hereafter **PDF**, hereby legally represented by Mr. Gregory C. Walker, CFO and VP, Finance and Administration;

individually also referred as **Party** and jointly as the **Parties**;

Whereas:

- a. SEI is a holding company which owns several companies active in the filed of testing chips;
- b. SEI owns the intellectual property rights to software programme (programme, source code, documentation) MapWarehouse;
- c. SEI owns 100% of the issued shares of Salland Engineering Software B.V. (**SESW**), which has been declared bankrupt on 1 October 2014.

d. [REDACTED]

e. [REDACTED]

f. SEI owns 100% of the issued shares of SENNA;

g. SENNA owns the IP rights to software programmes (programme, source code, documentation) TestScope and SwiftTest Modules (Outlier Detection and Test Time Optimization), and holds the (expired) "TTR-Patent";

h. [REDACTED]

- i. Parties have made arrangements with respect to the sale of mentioned assets, IP rights and licenses and wish to lay down those arrangements in this Agreement.

HAVE AGREED AS FOLLOWS:

Article 1

[REDACTED]

Article 2

[REDACTED]

Article 3

[REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

[REDACTED]

[REDACTED]

Article 4:

[REDACTED]

[REDACTED] 'TTR-Patent'

Article 5

PDF purchases from SENA and SENA hereby sells to PDF:

- (i) [REDACTED]
- (ii) [REDACTED]
- (iii) [REDACTED]
- (iv) the TTR-Patent (as defined below).

[REDACTED]

- (i) [REDACTED]

- (ii) [REDACTED]

- (iii) [REDACTED]

[REDACTED]

SENA hereby unconditionally assigns to PDF (all rights contained in or derived from) the patent registered under number US 6,711,514 and the invention(s) covered by and claimed in the patent

(hereafter: **TTR-Patent**). This assignment is accepted by PDF, which hereby recognizes that this patent has been expired. The aforementioned assignment of the TTR-Patent also includes the right to revive and continue the TTR-Patent for the benefit of PDF, as well as the exclusive right to establish future patents on inventions building upon the invention covered by the TTR-Patent, the right to claim "priority", and the right to claim (financial) compensation for damages caused by third parties through infringement upon and/or use of the TTR-Patent having occurred prior to the assignment of the TTR-Patent under this Agreement. At the first request of PDF, SEI and SENA shall, individually or jointly, confer all (possible) cooperation, including but not limited to the signing of deeds of transfer, in order to (effectively and actually) provide PDF with the legal ownership of the TTR-Patent and to record the transfer of the TTR-Patent in the relevant (patent) registries. All costs related to the TTR-Patent, including but not limited to the revival and continuance of the TTR-Patent, as well as the registration of the transfer of the TTR-Patent and maintenance costs incurred after the signing of this Agreement, shall be borne by PDF.

Article 6 - [REDACTED]

[REDACTED]

Article 7

[REDACTED]

Article 8 - [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

a) [REDACTED]

(c) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Article 9 - [REDACTED]

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[REDACTED]

[REDACTED]

Article 10 - [REDACTED]

[REDACTED]

Article 11 - [REDACTED]

[REDACTED]

Article 12

[REDACTED]

[REDACTED]

[REDACTED] of use of the software that includes the right to sublicense such a third party to independently use the mentioned software and its components.

[REDACTED] of the conditions for the license granted by this Agreement.

Article 13

[REDACTED] give any guarantees with respect to the software, programs, components, or intellectual property mentioned in Article 12, or declare to have been adequately informed of the possible rights of third parties related to these assets and expressly indemnifies PDF according to [REDACTED].

Article 14 - [REDACTED]

[REDACTED] to forward without delay any communication [REDACTED] (5) [REDACTED] of 1988, as associated with [REDACTED].

[REDACTED] this Agreement, unless [REDACTED].

[REDACTED] of the [REDACTED] [REDACTED] [REDACTED] of the [REDACTED] in the European Union, the European Economic Area and the United States of America, to refrain from [REDACTED].

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Article 15

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

Article 16

[REDACTED]

[REDACTED]

[REDACTED]

Article 17:

[REDACTED]

Article 18:

[REDACTED]

Article 19:

[REDACTED]



Annex 1:

