

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3855804

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CARBON DESIGN SYSTEMS, INC.	10/19/2015
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
Patent Number:	8079022
Patent Number:	9098652
CORRESPONDENCE DATA	
Fax Number:	(301)668-3074
<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:	301-668-3073
Email:	pbarton@levequeip.com
Correspondent Name:	LEVEQUE INTELLECTUAL PROPERTY LAW, P.C.
Address Line 1:	241 E. 4TH ST. #102
Address Line 4:	FREDERICK, MARYLAND 21701
ATTORNEY DOCKET NUMBER:	P03730US, P03731US.FAMILY
NAME OF SUBMITTER:	RENEE' MICHELLE LEVEQUE
SIGNATURE:	/Renee' Michelle Leveque/
DATE SIGNED:	05/03/2016
Total Attachments: 5	
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ASSIGNMENT OF PATENTS AND APPLICATIONS FOR PATENTS

THIS ASSIGNMENT OF PATENTS AND APPLICATIONS FOR PATENTS (this "Assignment") is made this 19th day of October, 2015, by and between Carbon Design Systems, Inc., a Delaware corporation ("Assignor"), and ARM Limited, a company organized under the laws of England and Wales ("Assignee"; each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of August 19, 2015, as amended by Amendment No. 1 thereto dated as of October 19, 2015 (the "Asset Purchase Agreement"), pursuant to which, among other things, Assignor agreed to assign to Assignee all of its right, title and interest in, to and under the patents and patent applications set forth on Schedule A and the inventions claimed therein (collectively, the "Patents");

WHEREAS, Assignor is the owner, by assignment or otherwise, of the Patents as set forth on Schedule A; and

WHEREAS, Assignor desires to transfer all right title and interest in, to and under the Patents to Assignee and Assignee desires to acquire all such right, title and interest in, to and under the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Asset Purchase Agreement and subject to the terms and conditions therein, Assignor and Assignee intending to be legally bound, agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and delivers unto Assignee all right, title and interest in and to the Patents, to be held and enjoyed by Assignee to the full end of the term for which said letters patent may be granted, as fully and entirely as the same would have been held and enjoyed by Assignors had this assignment and sale not been made.

2. Assignor hereby agrees to sign all necessary papers and do all lawful acts reasonably requested by Assignee and reasonably required in connection with the prosecution, assignment, enforcement and disclaimer of each and every Patent and each and every patent application based upon the Patents, without further compensation, but at the sole expense of Assignee or its successors and assigns, and Assignor hereby assigns to Assignee all rights to sue for infringement, including past infringement if any, of any Patent or patent based upon or corresponding to the Patents. Assignor hereby authorizes and requests the officials of all countries in which the Patents are now or in the future will be issued to issue to Assignee all of Assignor's right, title and interest in and to the same for the sole use and enjoyment of Assignee, its successors and assigns.

3. Notwithstanding anything in this Assignment to the contrary, Assignee acknowledges and agrees that the only representations and warranties given by Assignor with respect to the Patents are set forth in the Asset Purchase Agreement.

4. Any provision of this Assignment may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state. The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby (whether brought by any Party) shall be brought in the Delaware Chancery Court or, if such court shall not have jurisdiction, any federal court located in the State of Delaware or other Delaware state court, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in the Asset Purchase Agreement shall be deemed effective service of process on such party.

6. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT.

7. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Parties. Until and unless each Party has received a counterpart hereof signed by the other Parties, this Assignment shall have no effect and no Party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be to be duly executed by their respective authorized officers as of the day and year first above written.

CARBON DESIGN SYSTEMS, INC.

By: 

Name: Richard G. Lucier

Title: President and CEO

ARM LIMITED

By: _____

Name:

Title:


[Assignment of Patents]

PATENT
REEL: 038442 FRAME: 0395

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be to be duly executed by their respective authorized officers as of the day and year first above written.

CARBON DESIGN SYSTEMS, INC.

By: _____
Name: Richard G. Lucier
Title: President and CEO

ARM LIMITED 
By: _____
Name: Philip Davis
Title: Director

{Signature Page to Assignment of Patents and Applications for Patents}

SCHEDULE A

<u>Patent</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Grant Date</u>	<u>Patent No.</u>
Simulation of software	United States of America	Granted	11/810,045	04-Jun-2007	13-Dec-2011	8079022
Optimized system-level simulation	United States of America	Abandoned	10/820,459	08-Apr-2004		
System-level simulation of interconnected devices	United States of America	Abandoned	10/820,643	08-Apr-2004		
System-level simulation of devices having diverse timing	United States of America	Abandoned	10/820,435	08-Apr-2004		
Hardware simulation with access restrictions	United States of America	Abandoned	10/702,915	06-Nov-2003		
Partitioning and parallel processing of a virtual prototype simulation of a hardware design	United States of America	Granted	13/804,517	14-Mar-2013	4-Aug-2015	9098652
Multimode execution of virtual hardware models	United States of America	Filed	13/955,636	31-Jul-2013		
Partitioning and parallel processing of a virtual prototype simulation of a hardware design	United States of America	Expired	61/713,364	12-Oct-2012		