

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6386885

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ARM LIMITED	10/01/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SEECCHANGE TECHNOLOGIES LIMITED
<b>Street Address:</b>	110 FULBOURN ROAD, CAMBRIDGESHIRE
<b>City:</b>	CAMBRIDGE
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	CB1 9NJ
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16834920
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	720-845-6065
<b>Email:</b>	PatentsUS@eip.com
<b>Correspondent Name:</b>	EIP US LLP
<b>Address Line 1:</b>	5445 DTC PARKWAY, PH4
<b>Address Line 4:</b>	GREENWOOD VILLAGE, COLORADO 80111
<b>ATTORNEY DOCKET NUMBER:</b>	E3474.US#+
<b>NAME OF SUBMITTER:</b>	ERIC M. WILLIAMS
<b>SIGNATURE:</b>	/Eric M. Williams/
<b>DATE SIGNED:</b>	11/05/2020
<b>Total Attachments: 24</b>	
source=Assignment_E3474#page1.tif	
source=Assignment_E3474#page2.tif	
source=Assignment_E3474#page3.tif	
source=Assignment_E3474#page4.tif	
source=Assignment_E3474#page5.tif	
source=Assignment_E3474#page6.tif	

source=Assignment\_E3474#page7.tif  
source=Assignment\_E3474#page8.tif  
source=Assignment\_E3474#page9.tif  
source=Assignment\_E3474#page10.tif  
source=Assignment\_E3474#page11.tif  
source=Assignment\_E3474#page12.tif  
source=Assignment\_E3474#page13.tif  
source=Assignment\_E3474#page14.tif  
source=Assignment\_E3474#page15.tif  
source=Assignment\_E3474#page16.tif  
source=Assignment\_E3474#page17.tif  
source=Assignment\_E3474#page18.tif  
source=Assignment\_E3474#page19.tif  
source=Assignment\_E3474#page20.tif  
source=Assignment\_E3474#page21.tif  
source=Assignment\_E3474#page22.tif  
source=Assignment\_E3474#page23.tif  
source=Assignment\_E3474#page24.tif

DATED 1 October 2020

**ARM LIMITED**

and

**APICAL LIMITED**

and

**SEECHANGE TECHNOLOGIES LIMITED**

---

**ASSIGNMENT OF INTELLECTUAL  
PROPERTY RIGHTS**

---

**THIS AGREEMENT** dated 1 October 2020 is executed and delivered as a deed between:

**PARTIES**

- (1) **ARM LIMITED**, whose registered office is situated at 110 Fulbourn Road, Cambridge CB1 9NJ, England;
- (2) **APICAL LIMITED**, whose registered office is situated at 110 Fulbourn Road, Cambridge CB1 9NJ, England;

Each an “**Assignor**” and together, the “**Assignors**”; and

- (3) **SECHANGE TECHNOLOGIES LIMITED**, whose registered office is situated at 110 Fulbourn Road, Cambridge CB1 9NJ, England (the “**Assignee**”).

**RECITALS**

- (A) The Assignors and the Assignee are part of the same Group, where Arm Limited is the parent company of the other parties.
- (B) Pursuant to a business and asset purchase agreement between Arm Limited and the Assignee entered into on or around the date of this Agreement (the “**Business and Asset Purchase Agreement**”), the Assignee shall hold certain Intellectual Property Rights used in connection with its business.
- (C) The Assignors currently own certain intellectual property rights and accordingly have agreed to assign to the Assignee such rights in the Assigned Intellectual Property Rights on the terms set out in this agreement.

**WHEREBY IT IS AGREED** as follows:

1. **INTERPRETATION**

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

“**Assigned Intellectual Property Rights**” means the Assigned Patents and the Assigned Other Intellectual Property Rights.

“**Assigned Other Intellectual Property Rights**” means the intellectual property rights (excluding any patents) set forth in Schedule 2; and

“**Assigned Patents**” means the patents and patent applications, short particulars of which are set out in Schedule 1;

“**Effective Date**” means the date of this agreement; and

“**Group**” means in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of the ultimate holding company of that company;

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes fax but not email.
- 1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. **ASSIGNMENT**

- 2.1 Each Assignor hereby assigns to the Assignee all its right, title and interest in and to the Assigned Intellectual Property Rights, including but not limited to:
  - 2.1.1 in respect of any and each application in the Assigned Patents:
    - 2.1.1.1 the right to claim priority from and to prosecute and obtain grant of patent; and
    - 2.1.1.2 the right to file divisional applications, continuations and continuations-in-part based thereon and to prosecute and obtain grant of patent on each and any such divisional application, continuation or continuation-in-part;
  - 2.1.2 in respect of each and any invention disclosed in the Assigned Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
  - 2.1.3 the right to extend to or register in or in respect of any country or territory in the world each and any of the Assigned Patents, and each and any of the applications comprised in the Assigned Patents or filed

as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications;

- 2.1.4 the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Assigned Patents or filed as aforesaid; and
- 2.1.5 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Intellectual Property Rights, whether occurring before on or after the date of this agreement.

**3. LICENCE OBLIGATIONS**

The Assignee confirms that, to the extent transferred pursuant to clause 4 of the Business and Asset Purchase Agreement, it acquires the Assigned Intellectual Property Rights subject to any licences of the Assigned Intellectual Property Rights granted by either Assignor prior to the date of this deed.

**4. MORAL RIGHTS**

Each Assignor shall, promptly on written request by the Assignee and at the Assignee's expense, provide the Assignee with written absolute waivers from any and all authors of any copyright material comprised in the Assigned Intellectual Property Rights in relation to all their moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to such copyright material and, as far as is legally possible, any broadly equivalent rights such authors may have in any territory of the world.

**5. FURTHER ASSURANCE**

At the Assignee's expense, each Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to the assignment of the Assigned Intellectual Property Rights pursuant to this agreement, including the entering into of any further assignment or confirmatory assignment to vest full legal and beneficial title of the Assigned Intellectual Property Rights in the Assignee, and further including assisting the Assignee in obtaining, defending and enforcing any of the rights assigned under this agreement, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to any of the rights assigned under this agreement.

**6. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

7. **ENTIRE AGREEMENT**

7.1 This agreement and the Business and Asset Purchase Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

7.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

8. **VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9. **SEVERANCE**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

10. **COUNTERPARTS**

10.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

10.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

11. **THIRD PARTY RIGHTS**

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

12. **GOVERNING LAW AND JURISDICTION**

12.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

12.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

WITNESS WHEREOF this DEED has been executed and delivered by the parties hereto on the date first above written.

EXECUTED as a deed by ARM LIMITED )  
acting by Graham Budd, a Director, ) Graham Budd  
in the presence of: ) Director

Witness's Signature Graham Budd

Name: Loena Budd

Address: 1 ADCEFT Piece  
STAPLEFORD CAMBRIDGE  
CB22 5FD

EXECUTED as a deed by APICAL LIMITED )  
acting by Graham Budd, a Director, ) Graham Budd  
in the presence of: ) Director

Witness's Signature Graham Budd

Name: Loena Budd

Address: 1 ADCEFT PIECE  
STAPLEFORD CAMBRIDGE  
CB22 5FD

EXECUTED as a deed by SEECHANGE )  
TECHNOLOGIES LIMITED )  
acting by Jason Souloglou, a Director, )  
in the presence of: ) Director

Witness's Signature .....

Name: .....

Address: .....

*[Signature Page to the Assignment of Intellectual Property Rights]*



WITNESS WHEREOF this DEED has been executed and delivered by the parties hereto on the date first above written.

EXECUTED as a deed by **ARM LIMITED** )  
acting by **Graham Budd**, a Director, )  
in the presence of: ) Director

Witness's Signature .....

Name: .....

Address: .....

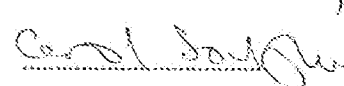
EXECUTED as a deed by **APICAL LIMITED** )  
acting by **Graham Budd**, a Director, )  
in the presence of: ) Director

Witness's Signature .....

Name: .....

Address: .....

EXECUTED as a deed by **SEECHANGE TECHNOLOGIES LIMITED** )  
acting by **Jason Souloglou**, a Director, )   
in the presence of: ) Director

Witness's Signature 

Name: Carol Souloglou

Address: Old Vicarage  
Meerbrook, Leek, ST13 8SS

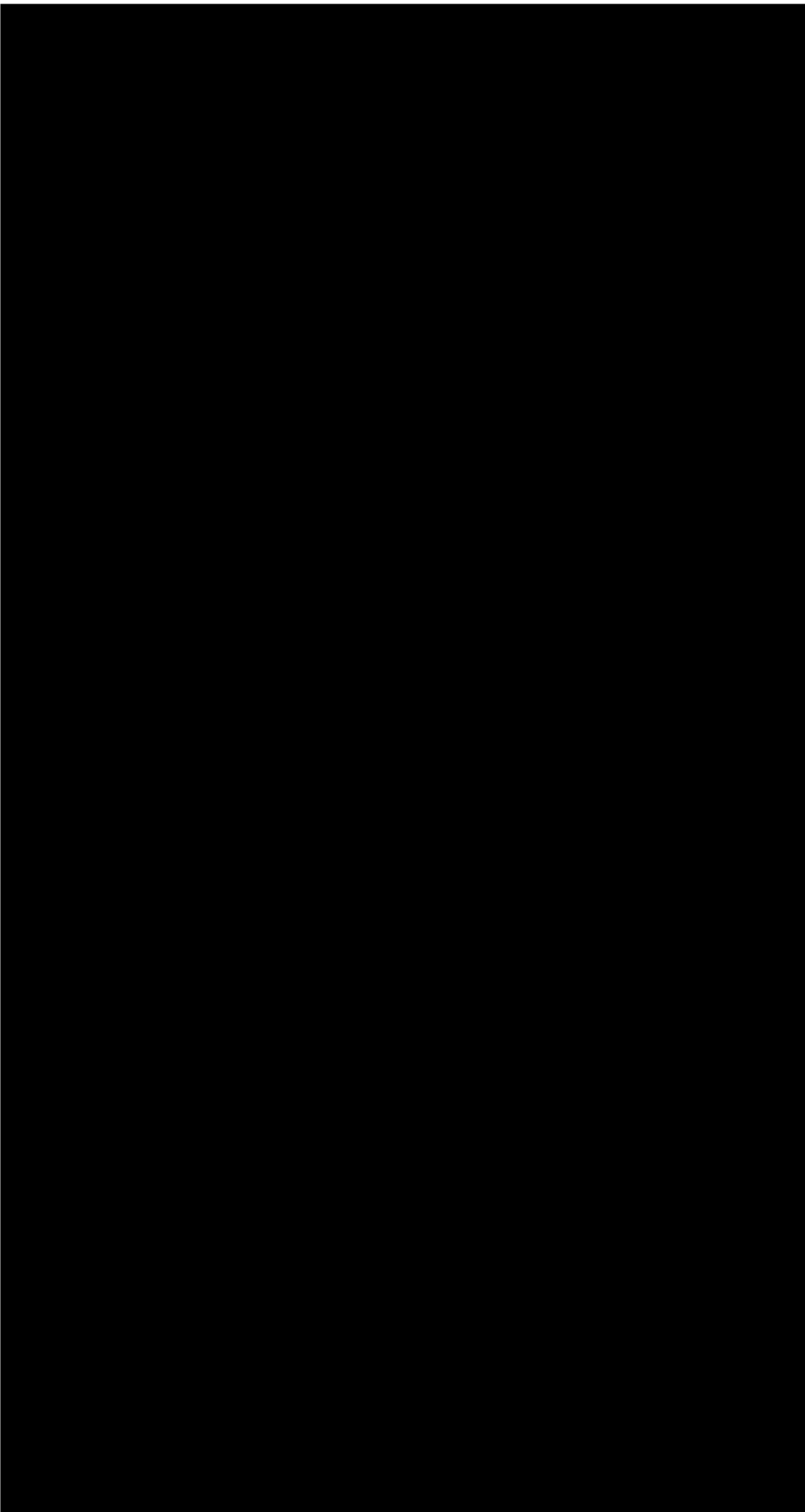
[Signature Page to the Assignment of Intellectual Property Rights]

**SCHEDULE 1**  
**Assigned Patents**

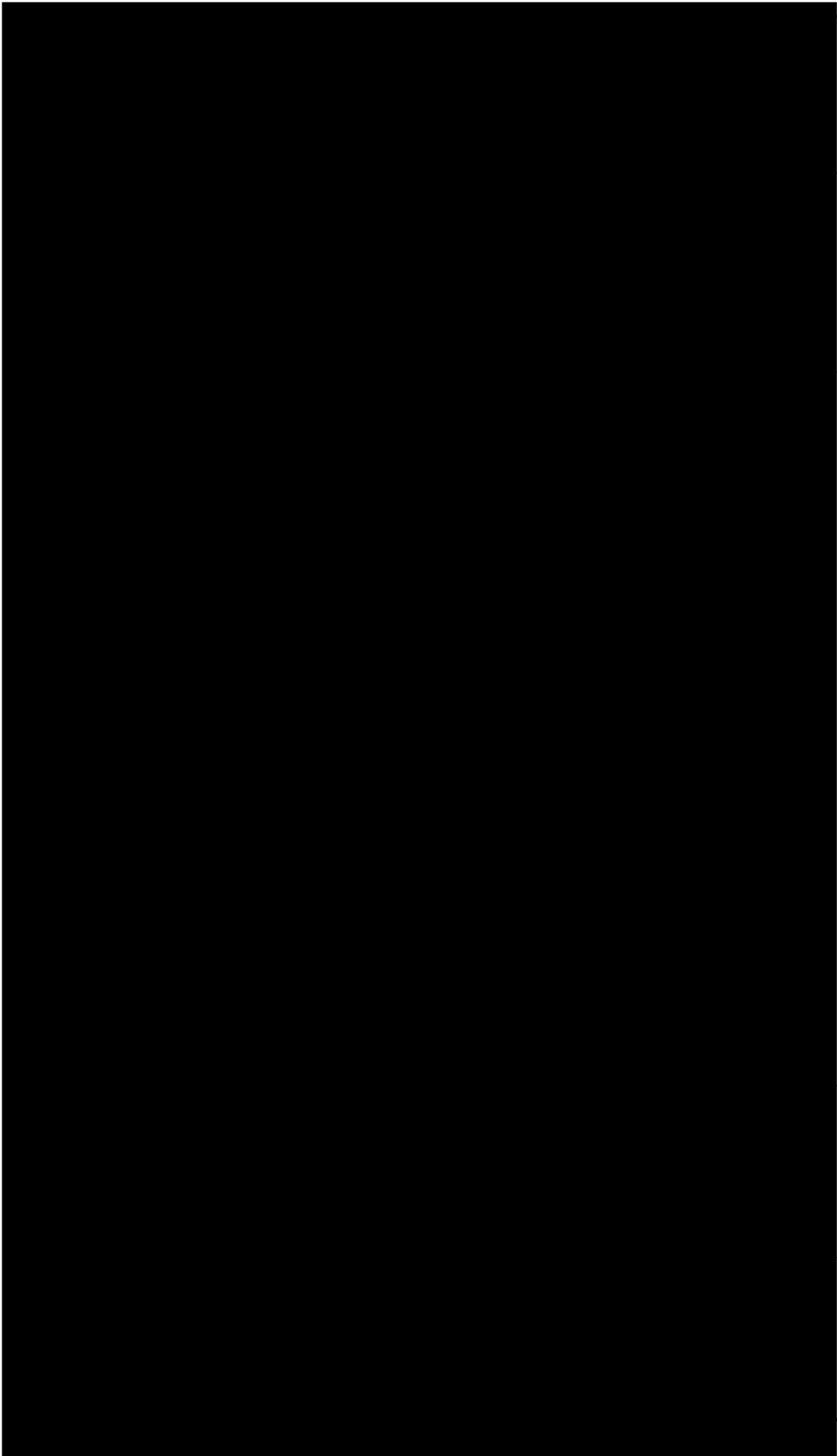
Patent ID	Patent Reference	Patent Application Title	Country	Status	Filed Date	Application Number	Owner
<u>81138080</u>	P056371S family	Computing networks	United States of America	Application	2020-03-30	16/834,920	Arm Limited
<u>81156460</u>	P06226GB family	Data processing	United Kingdom	Application	2020-03-12	20036307	Arm Limited
<u>81163332</u>	P06373EP family	Machine-learning data handling	European Patent	Abandoned	2020-03-17	20386015.0	Arm Limited
<u>81166264</u>	P06373GB01	Machine-learning data handling	United Kingdom	Application	2020-06-04	2008433.1	Arm Limited
<u>81167664</u>	P06473GB family	Model-based machine-learning and inferring	United Kingdom	Application	2020-05-18	2007344.1	Arm Limited
							Apical Limited
							Apical Limited

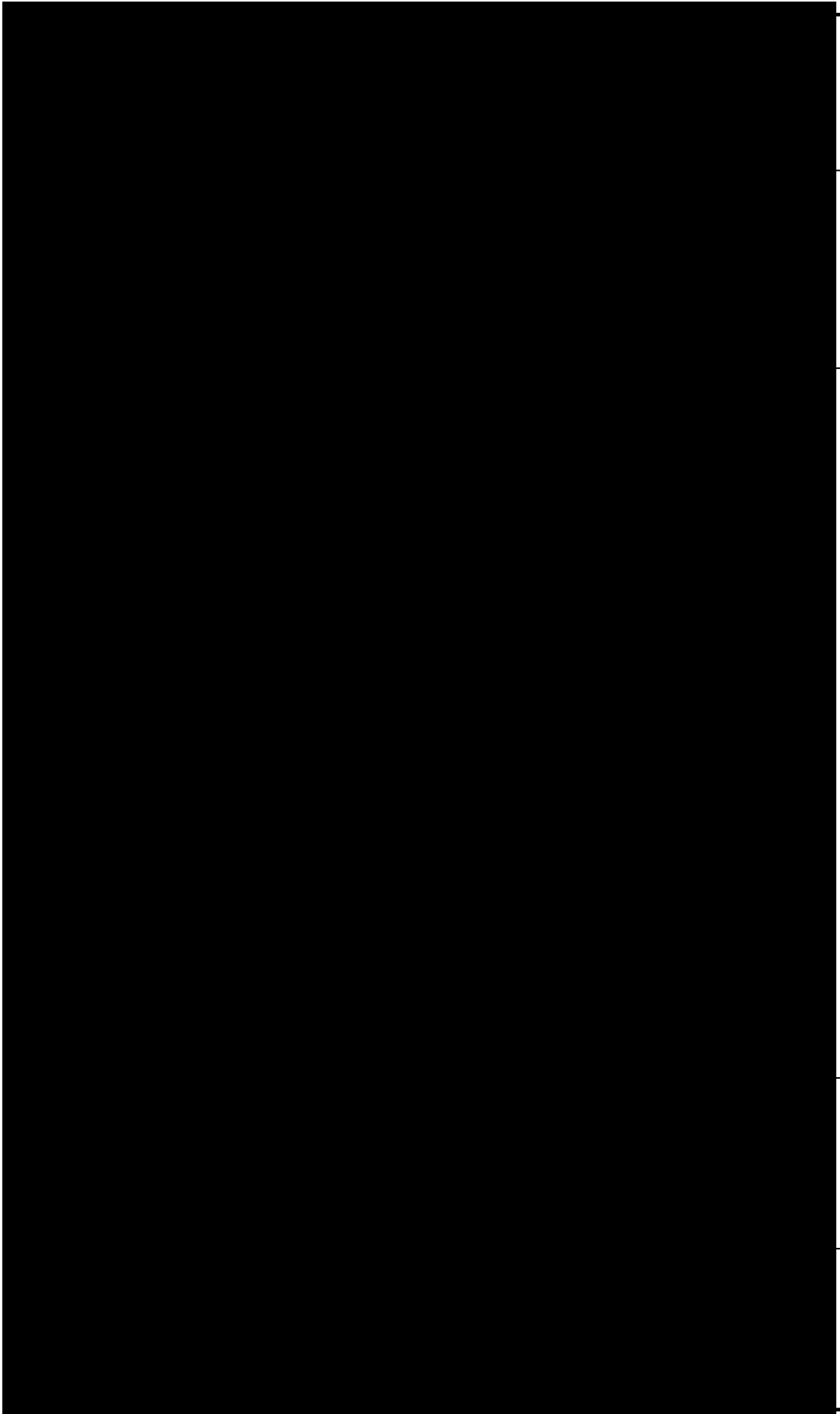
**SCHEDULE 2**

**Assigned Other Intellectual Property Rights**

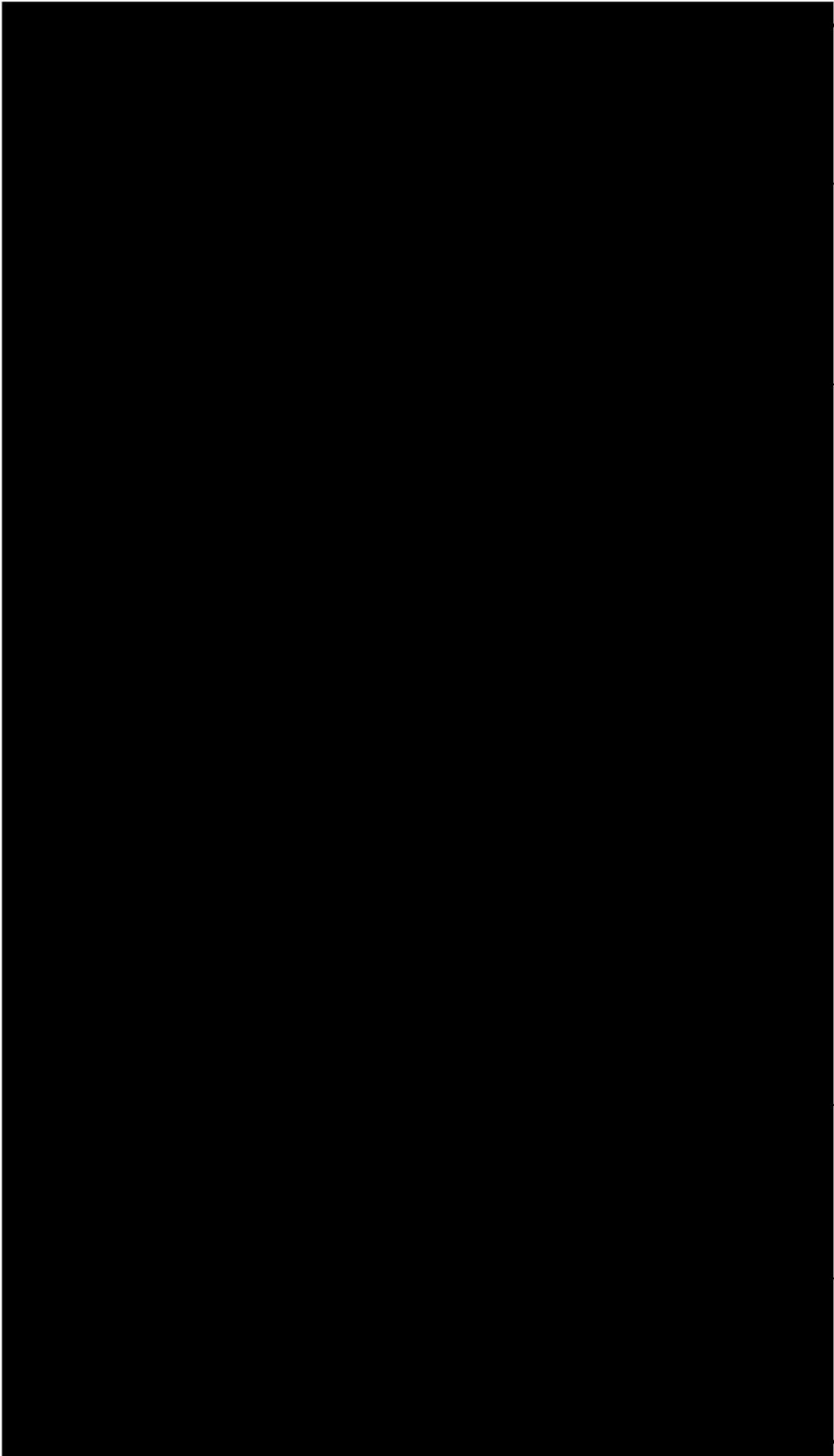


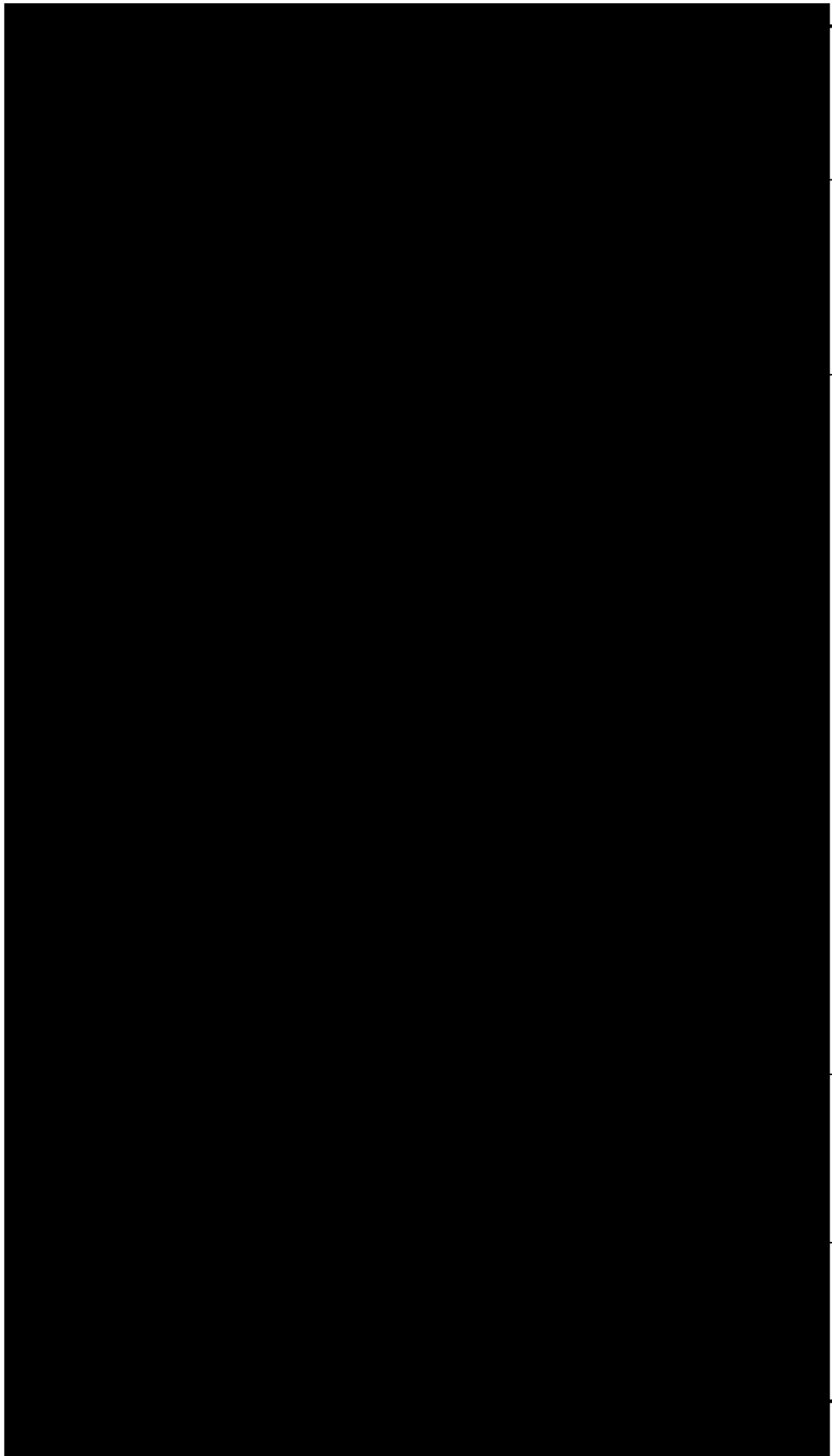
8

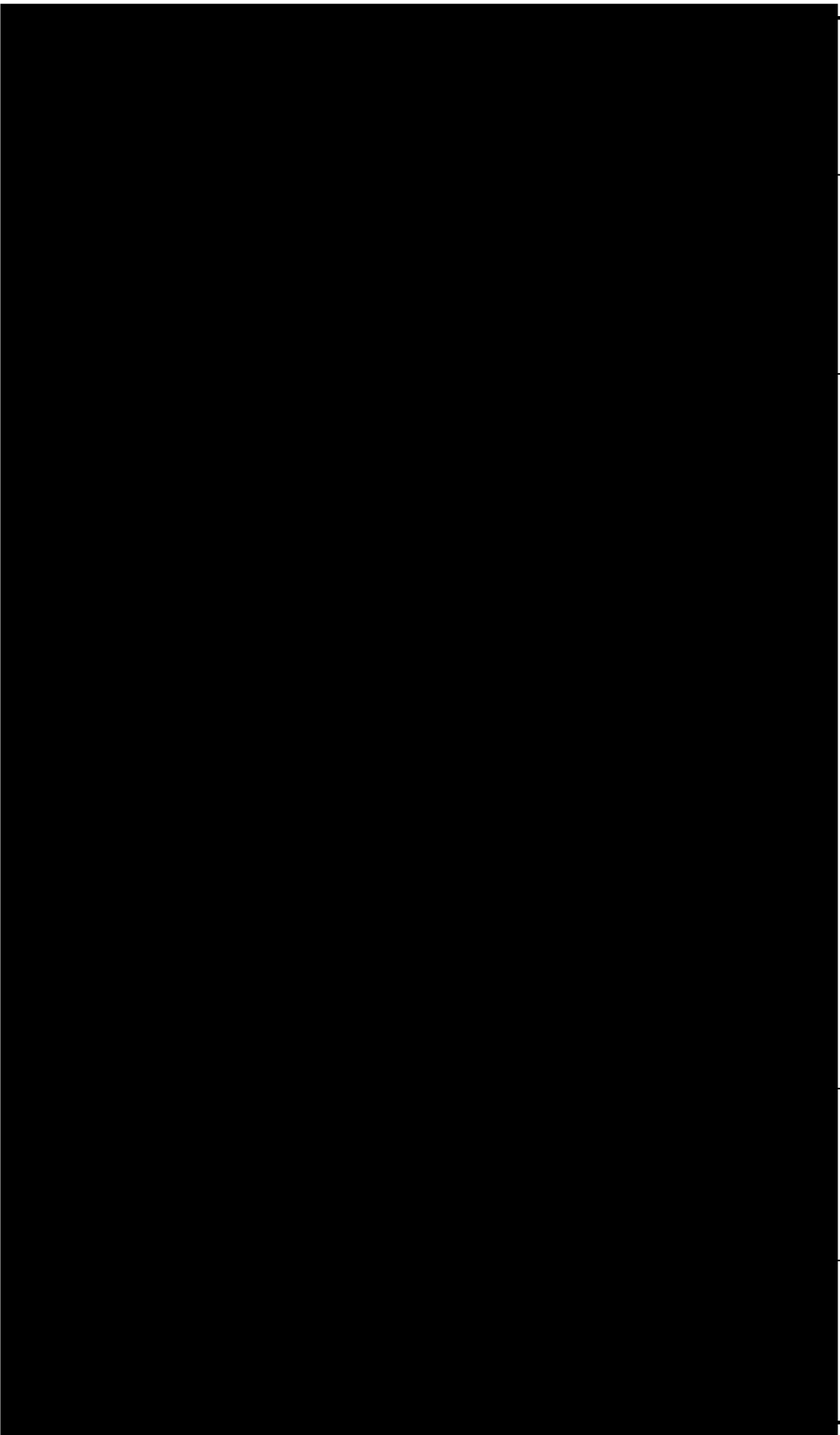




10

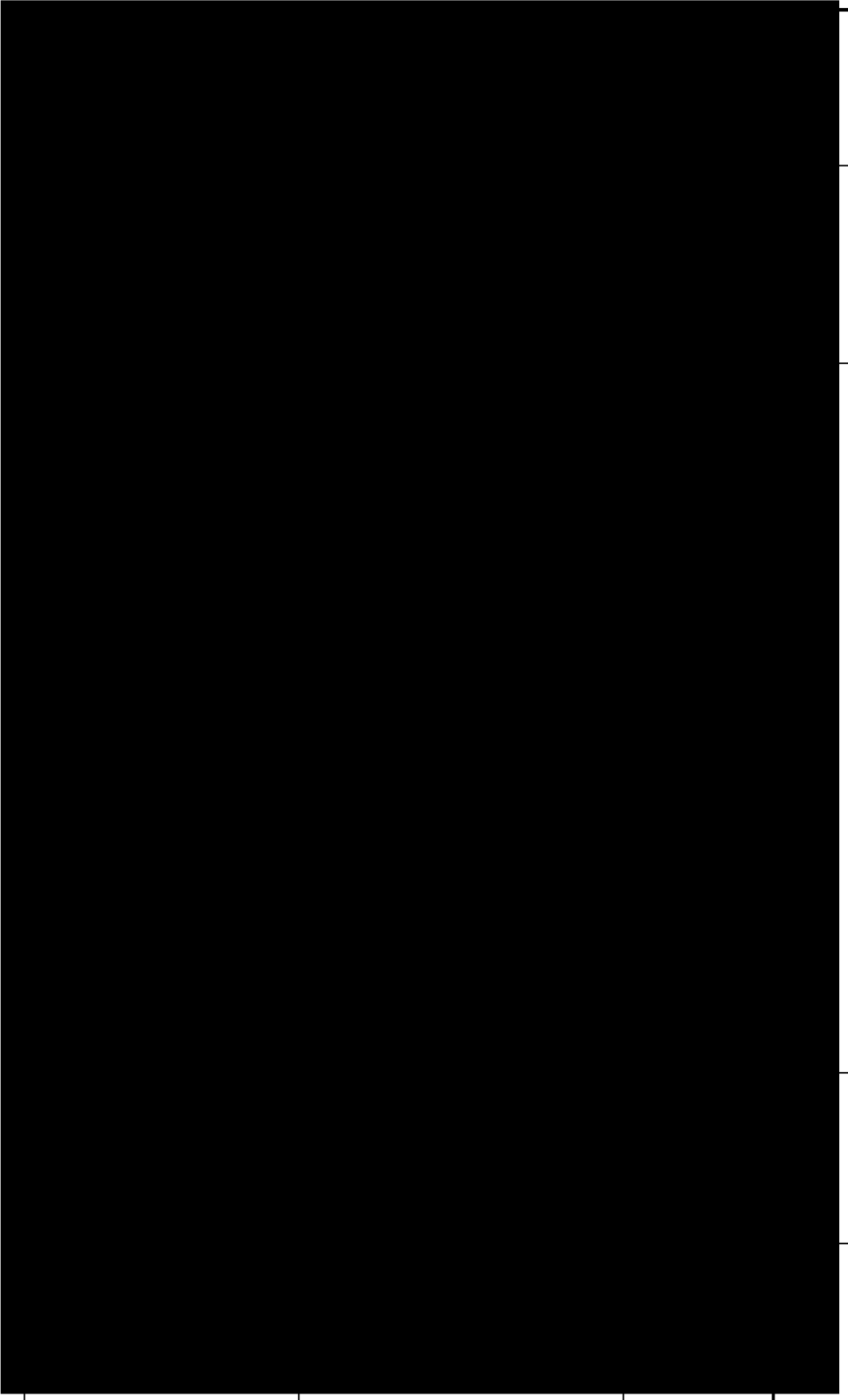


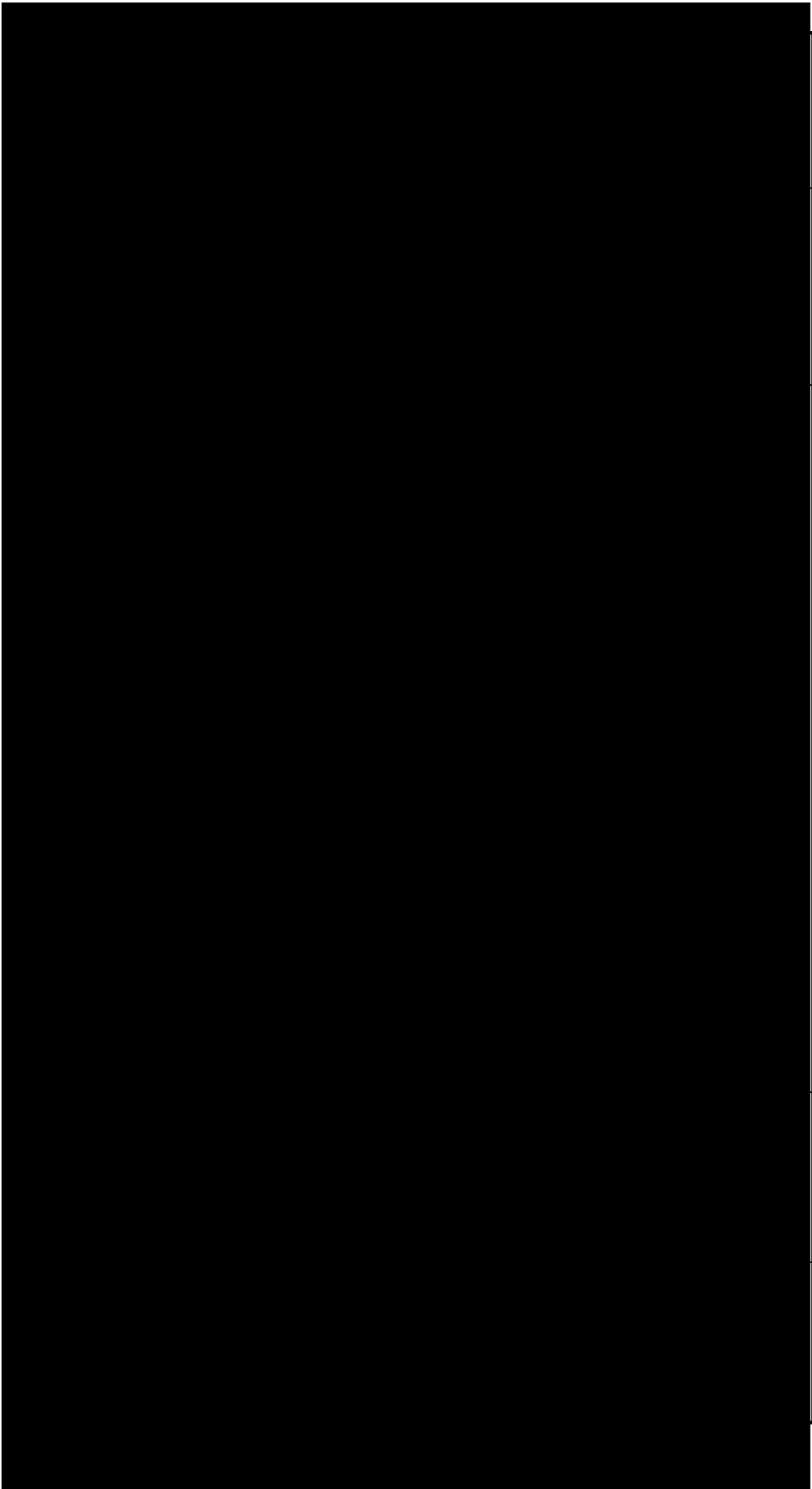


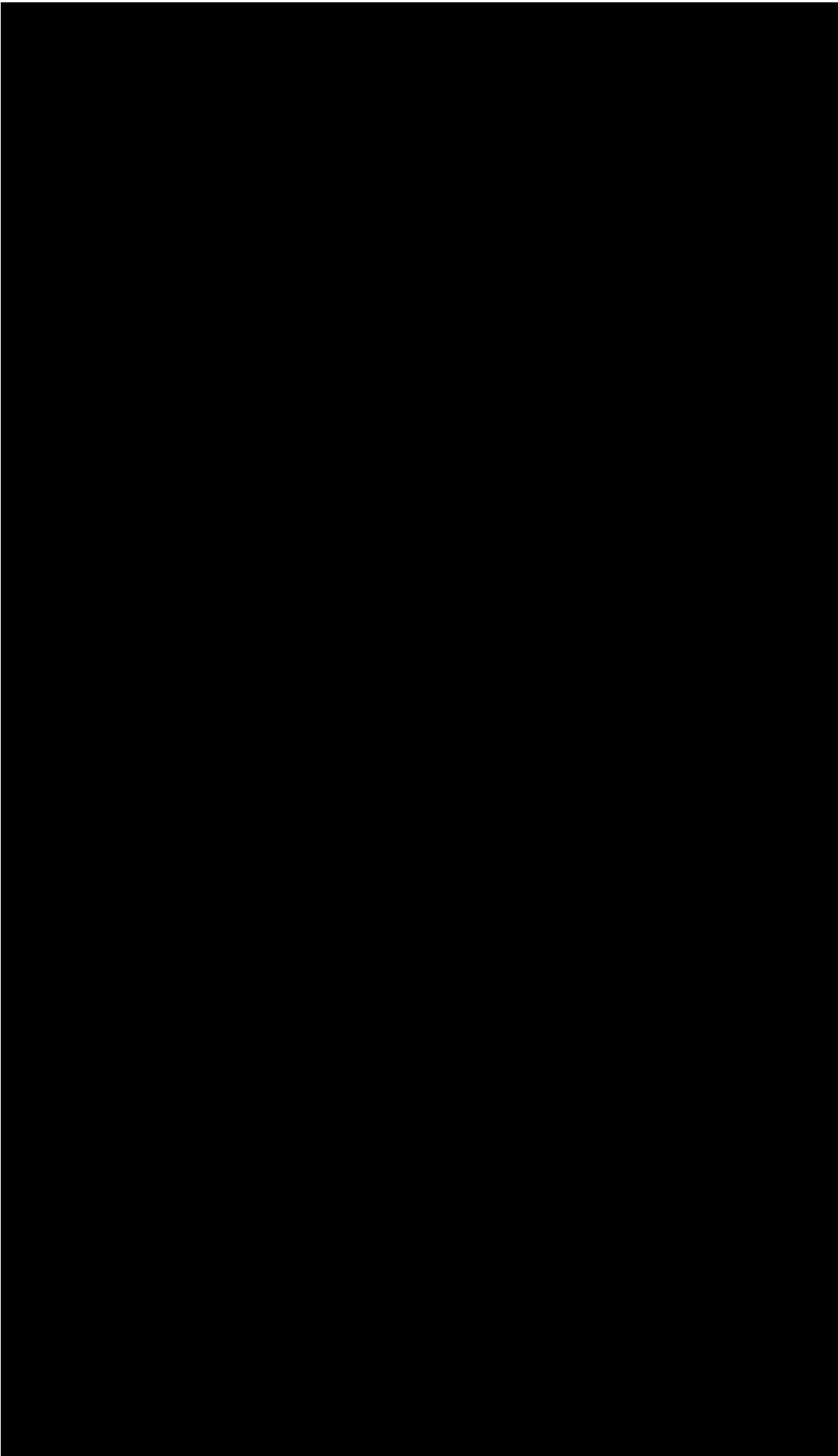


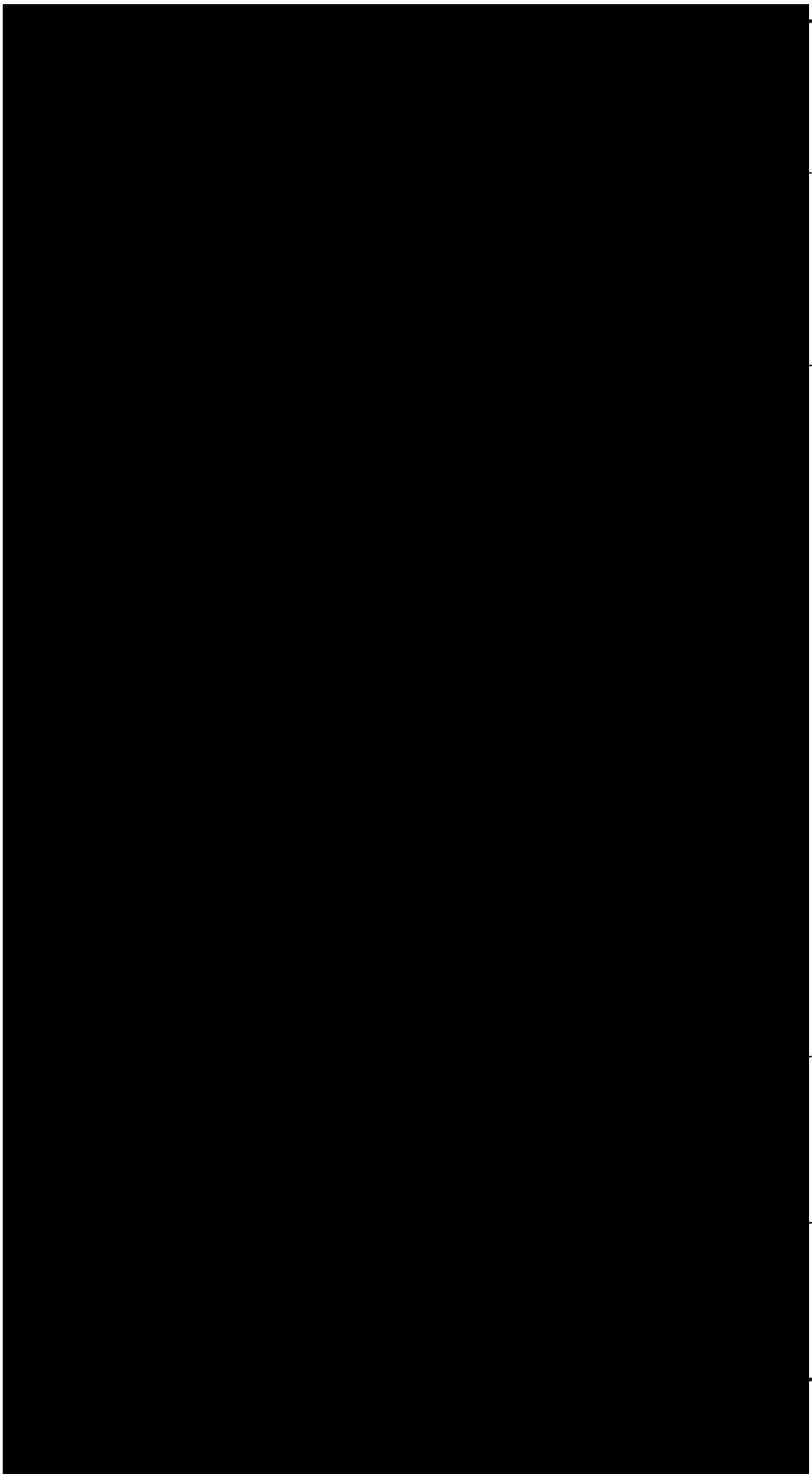


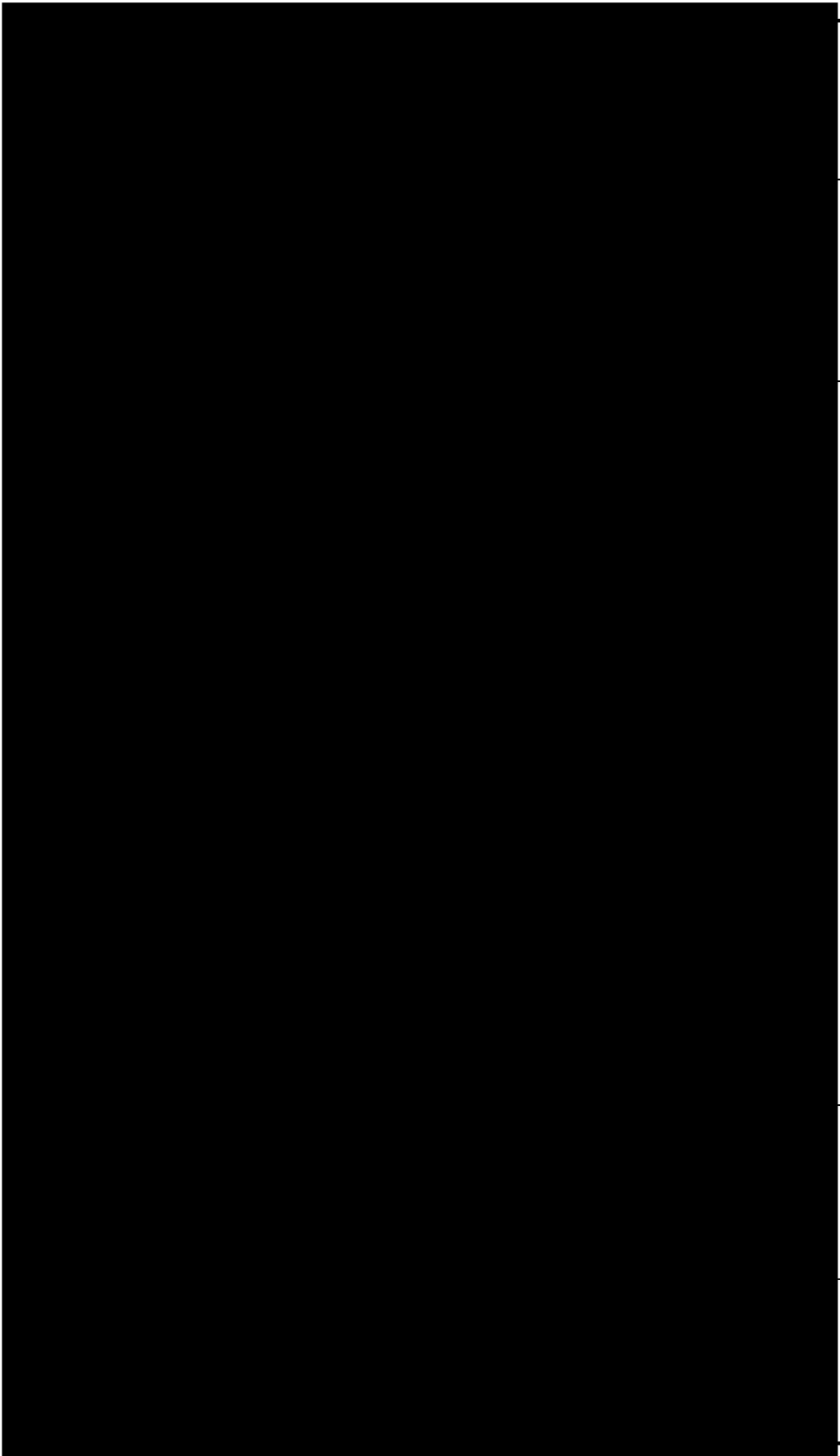
13

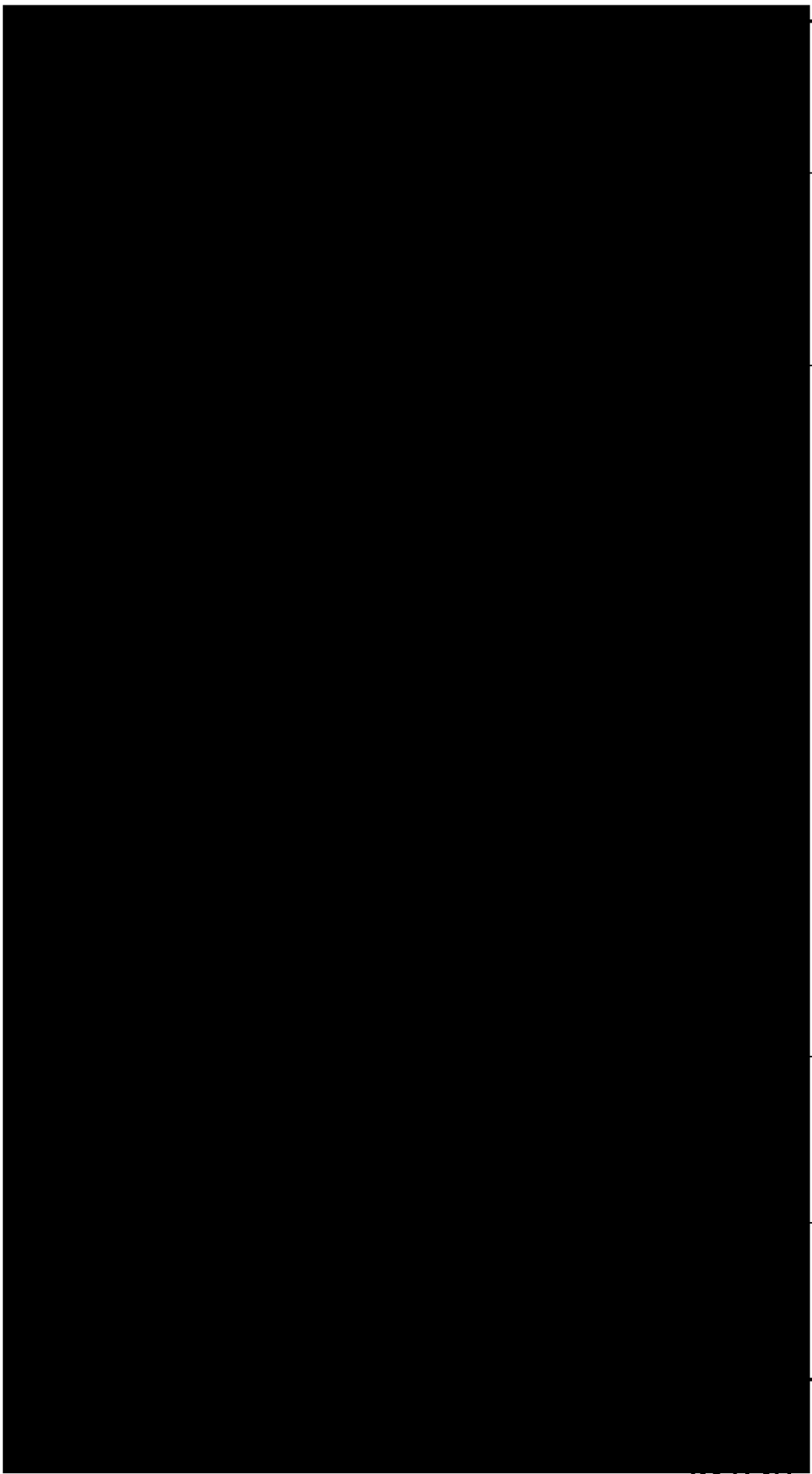


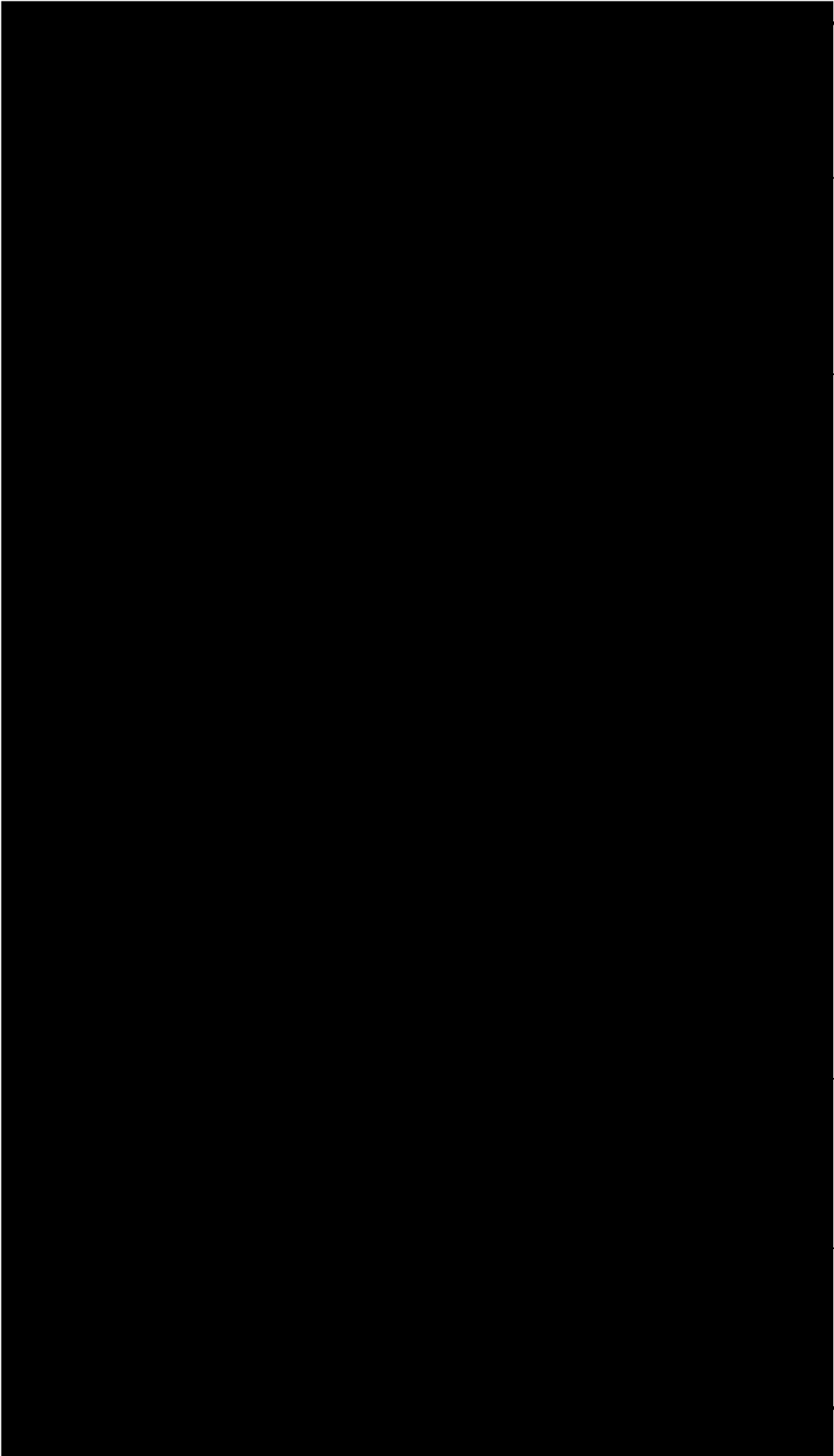


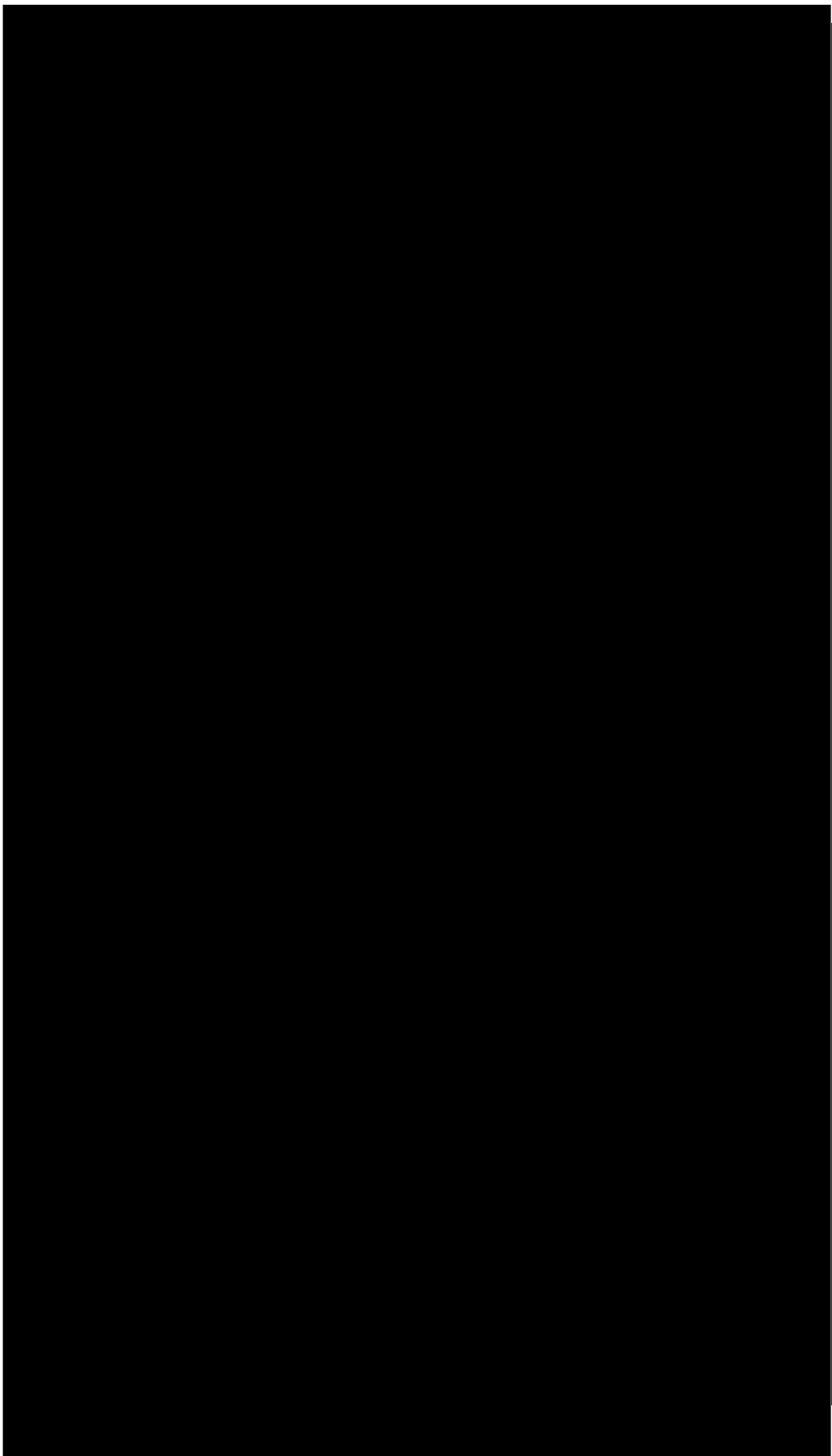




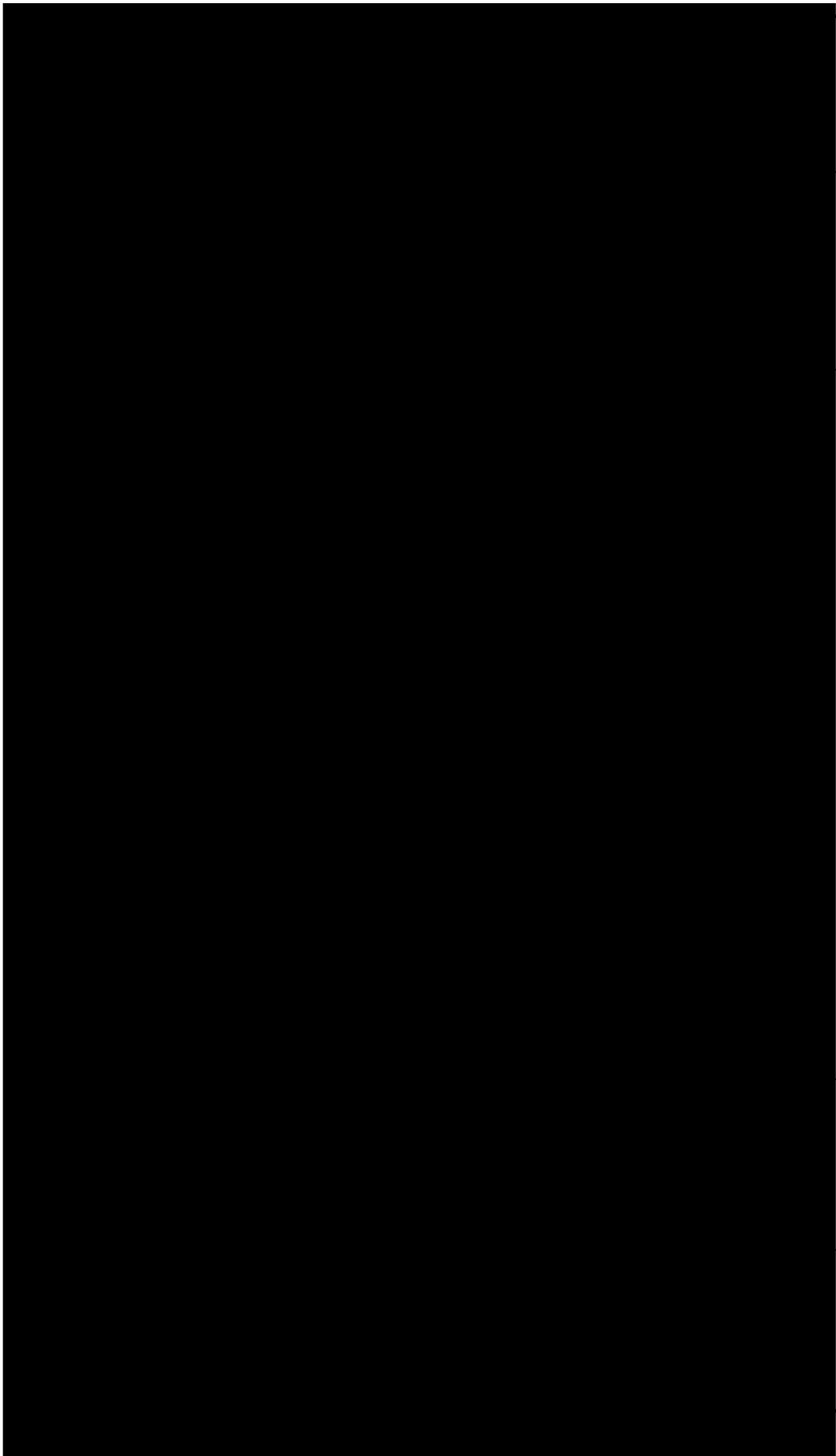












22

