

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8413168

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	01/01/2024

## CONVEYING PARTY DATA

Name	Execution Date
DASSAULT SYSTEMES SIMULIA CORP.	01/01/2024

## RECEIVING PARTY DATA

<b>Name:</b>	DASSAULT SYSTEMES AMERICAS CORP.
<b>Street Address:</b>	175 WYMAN STREET
<b>City:</b>	WALTHAM
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02451

## PROPERTY NUMBERS Total: 48

Property Type	Number
PCT Number:	IB2013053401
PCT Number:	US2014043492
PCT Number:	US2014043482
Patent Number:	5920491
Patent Number:	6044210
Patent Number:	6697770
Patent Number:	10255392
Patent Number:	9239895
Patent Number:	10380275
Patent Number:	8831926
Patent Number:	9405867
Patent Number:	9098648
Patent Number:	9671943
Patent Number:	9626463
Patent Number:	10853535
Patent Number:	10943037
Patent Number:	9582519
Patent Number:	10229179
Patent Number:	10402517

PATENT

Property Type	Number
Patent Number:	10740513
Patent Number:	9322259
Patent Number:	9965574
Patent Number:	10311180
Patent Number:	10037404
Patent Number:	10948896
Patent Number:	10061878
Patent Number:	11281824
Patent Number:	10891788
Patent Number:	10338117
Patent Number:	9117040
Patent Number:	10379147
Patent Number:	10156599
Patent Number:	10915680
Patent Number:	11645435
Application Number:	14574843
Application Number:	62339203
Application Number:	61474367
Application Number:	61838091
Application Number:	61838099
Application Number:	18167956
Application Number:	18147783
Application Number:	63487509
Application Number:	63497349
Application Number:	18458531
Application Number:	63497581
Application Number:	63588476
Application Number:	17455260
Application Number:	17743015

#### CORRESPONDENCE DATA

**Fax Number:** (978)341-0136

*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.*

**Phone:** 9783410036

**Email:** rhonda.scherer@hbsr.com

**Correspondent Name:** MARY LOU WAKIMURA

**Address Line 1:** HAMILTON, BROOK, SMITH & REYNOLDS, P.C.

**Address Line 2:** 55 OLD BEDFORD ROAD, SUITE 200

**Address Line 4:** LINCOLN, MASSACHUSETTS 01773

<b>ATTORNEY DOCKET NUMBER:</b>	4412.0002-000
<b>NAME OF SUBMITTER:</b>	RHONDA SCHERER
<b>SIGNATURE:</b>	/RHONDA SCHERER/
<b>DATE SIGNED:</b>	01/31/2024

**Total Attachments: 9**

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# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT  
COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"DASSAULT SYSTEMES SIMULIA CORP.", A RHODE ISLAND  
CORPORATION,

WITH AND INTO "DASSAULT SYSTEMES AMERICAS CORP." UNDER THE  
NAME OF "DASSAULT SYSTEMES AMERICAS CORP.", A CORPORATION  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE,  
AS RECEIVED AND FILED IN THIS OFFICE ON THE FOURTH DAY OF  
DECEMBER, A.D. 2023, AT 3:20 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF  
THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY,  
A.D. 2024.



A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

2852735 8100M  
SR# 20234126469

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 204731041  
Date: 12-05-23

**PATENT**  
**REEL: 066383 FRAME: 0539**

**STATE OF DELAWARE  
CERTIFICATE OF MERGER OF  
FOREIGN CORPORATION INTO  
A DOMESTIC CORPORATION**

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

**FIRST:** The name of the surviving corporation is Dassault Systemes Americas Corp., a Delaware corporation, and the name of the corporation being merged into this surviving corporation is Dassault Systemes Simulia Corp., a Rhode Island corporation.

**SECOND:** The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8 Section 252 of the General Corporation Law of the State of Delaware.

**THIRD:** The name of the surviving corporation is Dassault Systemes Americas Corp., a Delaware corporation.

**FOURTH:** The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation. (If amendments are affected please set forth)

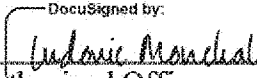
**FIFTH:** The authorized stock and par value of the non-Delaware corporation is 1000/common/par value 0.01; 8100 Preferred/par value 0.01.

**SIXTH:** The merger is to become effective on January 1, 2024.

**SEVENTH:** The Agreement of Merger is on file at 175 Wyman Street, Waltham, MA 02451, an office of the surviving corporation.

**EIGHTH:** A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

**IN WITNESS WHEREOF**, said surviving corporation has caused this certificate to be signed by an authorized officer, the 11th day of October, A.D., 2023.

By:   
Authorized Officer

Name: Ludovic Monchal  
Print or Type

Title: Treasurer & CFO

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (hereinafter called this "Agreement"), dated as of January 1, 2024, is entered into by and among the following parties (collectively, the "Constituent Companies"): **Dassault Systemes Simulia Corp.**, a Rhode Island corporation ("**Simulia**"), and **Dassault Systemes Americas Corp.**, a Delaware corporation ("**DSAC**").

### RECITALS

WHEREAS, Simulia and DSAC are sister companies whose common parent is Dassault Systemes Corp.

WHEREAS, the Board of Directors of Simulia and the Board of Directors of DSAC deem it advisable, upon the terms and subject to the conditions herein stated, that Simulia be merged with and into DSAC, with DSAC to be the surviving entity (the "Merger");

NOW, THEREFORE, in consideration of the premises and of the agreements of the parties contained herein, the parties hereto agree as follows:

### ARTICLE I. THE MERGER; EFFECTIVE TIME

1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined in Section 1.2), Simulia shall be merged with and into DSAC, whereupon the separate existence of Simulia shall cease. DSAC shall be the Surviving Company (sometimes hereinafter referred to as the "Surviving Company") in the Merger and shall continue to be governed by the laws of the State of Delaware. The Merger shall have the effects specified in the General Corporation Law of the State of Delaware, as amended (the "Delaware Governance Statutes"), and the Surviving Company shall succeed, without further action by any party, to all property (whether real, personal or mixed), rights, powers, immunities, privileges, franchises, patents, trademarks, goodwill, licenses, agreements, registrations and other assets of every kind and description of Simulia, and shall assume and be subject to all of the duties, liabilities, obligations and restrictions of every kind and description of Simulia, including, without limitation, all outstanding leases, contracts and indebtedness of Simulia. Without limiting the generality of the foregoing, at the Effective Time, the obligations of Simulia under or with respect to every plan, trust, program or benefit then in effect or administered by Simulia for the benefit of the directors, officers or employees of any of the Constituent Companies shall become the lawful obligations of the Surviving Company and shall be implemented and administered in the same manner and without interruption until the same are amended or otherwise lawfully altered or terminated. Effective at the Effective Time, the Surviving Company hereby expressly adopts and assumes all obligations of Simulia under such employee benefit plans.

1.2 Effective Time. Provided that the condition set forth in Section 5.1 has been fulfilled or waived in accordance with this Agreement and that this Agreement has not been terminated or abandoned pursuant to Section 6.1, on the date of the closing of the Merger, the Surviving Company and Simulia shall cause a Certificate of Merger to be executed and filed with the Secretary of State of Delaware (the "Delaware Certificate of Merger"). The Merger shall become effective upon the later to occur of (i) that date and time when the above filing shall have been made with the Delaware Secretary of State, or (ii) 12:01 a.m. Eastern Daylight Time, January 1, 2024, but, for all accounting purposes, the effective date of the merger shall be treated as of the opening of business on January 1, 2024 or (iii) such other time as the parties might agree.

1.3 Additional Actions. If, at any time after the Effective Time, the Surviving Company shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable (i) to vest, perfect or confirm of record or otherwise in Surviving Company its right, title or interest in, to or under any of the rights, properties or assets of Simulia acquired or to be acquired by Surviving Company as a result of, or in connection with, the Merger or (ii) to otherwise carry out any of the purposes or intent of this Agreement, Simulia and its officers and directors shall be deemed to have granted to the Surviving Company an irrevocable power of attorney to execute and deliver all such deeds, bills of sale, assignments and assurances and to take and do all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in Surviving Company and otherwise to carry out any of the purposes or intent of this Agreement; and the officers and directors of the Surviving Company are fully authorized in the name and on behalf of Simulia or otherwise to take any and all such actions. Nothing in this Agreement is intended to alter the nature or effect of the Merger as provided in the Delaware Governance Statutes, which Merger for all purposes shall be deemed automatically to vest (and not to constitute a transfer or assignment of) ownership of all property (whether real, personal or mixed), rights, powers, immunities, privileges, franchises, patents, trademarks, goodwill, licenses, agreements, registrations and other assets of every kind and description of Simulia in and to the Company, as successor by merger.

## ARTICLE II. ORGANIZATIONAL DOCUMENTS AND MANAGEMENT OF THE SURVIVING COMPANY

2.1 Certificate of Incorporation. The certificate of incorporation of DSAC, including without limitation the name of DSAC as set forth therein, in effect at the Effective Time shall be the certificate of incorporation of the Surviving Company, until amended in accordance with the provisions of applicable law.

2.2 By-Laws. The by-laws of DSAC in effect at the Effective Time shall be the by-laws of the Surviving Company, until amended in accordance with the provisions provided therein or applicable law.

2.3 Officers. The officers of DSAC at the Effective Time, from and after the Effective Time, shall be the officers of the Surviving Company, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal.

2.4 Directors. The directors of DSAC at the Effective Time, from and after the Effective Time, shall be the directors of the Surviving Company, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal.

## ARTICLE III. REPRESENTATIONS, WARRANTIES AND ADDITIONAL COVENANTS

3.1 Simulia. Simulia represents and warrants that it is a corporation validly existing under the laws of the State of Rhode Island; that Dassault Systemes Corp. owns 100% of the issued and outstanding stock of Simulia; and that no party holds any option or other right to hold (other than the rights of Dassault Systems Corp. as stockholder, as set forth above) or to acquire any equity right or interest in or to Simulia; and that Simulia has full corporate power and authority to enter into this Agreement and, subject to Article V hereof, to consummate the transactions contemplated hereby. Subject to Article V hereof, Simulia has taken all action required by law and its charter and by-laws or otherwise to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, and this Agreement is a valid and binding obligation of Simulia enforceable in accordance with its terms, except as limited by bankruptcy, insolvency and similar laws affecting the rights of creditors generally and by the availability of equitable remedies, and no other act or

proceeding (other than as set forth in Article V) on the part of Simulia is necessary to authorize this Agreement or the transactions contemplated hereby.

3.2 DSAC. DSAC represents and warrants that it is a corporation validly existing under the laws of the State of Delaware; and that DSAC has full power and authority to enter into this Agreement and, subject to Article V hereof, to consummate the transactions contemplated hereby. Subject to Article V hereof, DSAC has taken all action required by law and its charter and by-laws or otherwise to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, and this Agreement is a valid and binding obligation of DSAC enforceable in accordance with its terms, except as limited by bankruptcy, insolvency and similar laws affecting the rights of creditors generally and by the availability of equitable remedies, and no other act or proceeding (other than as set forth in Article V) on the part of DSAC is necessary to authorize this Agreement or the transactions contemplated hereby.

3.3 Additional Covenants. Until the Effective Time (or, in the absence of the Merger, until termination of this Agreement), neither Simulia nor DSAC shall take any action inconsistent with its respective representations and warranties or the performance of its respective obligations hereunder.

#### ARTICLE IV. EFFECT OF MERGER ON CAPITAL STOCK

4.1 Effect of Merger on Capital Stock. At the Effective Time, as a result of the Merger and without any action on the part of Simulia, DSAC or their respective shareholders, each share of capital stock of Simulia immediately prior to the Merger forthwith shall cease to exist and shall be cancelled, and all classes of capital stock of DSAC, and the rights and interests of all holders of each class of capital stock of DSAC, shall remain and continue in full force and effect.

4.2 Minority Shareholders' Rights. As of the effective date of this Agreement, Dassault Systems Corp. is the sole owner of all shares of capital stock of Simulia.

#### ARTICLE V. CONDITION

5.1 Condition to Each Party's Obligation to Effect the Merger. The respective obligation of each party hereto to effect the Merger is subject to receipt prior to the Effective Time of the requisite approval of this Agreement and the transactions contemplated hereby by the holders of its capital stock pursuant to the laws of its state of incorporation and its applicable charter documents.

#### ARTICLE VI. TERMINATION

6.1 Termination. This Agreement may be terminated, and the Merger may be abandoned, at any time prior to the Effective Time, whether before or after approval of this Agreement by the shareholder of Simulia or of DSAC, if the board of directors of DSAC determines for any reason, in its sole judgment and discretion, that the consummation of the Merger would be inadvisable or not in the best interests of DSAC or its shareholder. In the event of the termination and abandonment of this Agreement, this Agreement shall become null and void and have no effect, without any liability on the part of DSAC or Simulia, or any of their shareholders, directors or officers.

#### ARTICLE VII. MISCELLANEOUS AND GENERAL

7.1 Modification or Amendment. Subject to the provisions of applicable law, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement; provided, however, that an amendment made subsequent to the approval of this Agreement by the holder of capital stock of



Simulia and of DSAC shall not, without the approval of such holder in accordance with applicable law (i) alter or change the amount or kind of shares and/or rights to be received in exchange for or on conversion of all or any of the shares or any class or series thereof of such business entity, (ii) alter or change any provision of the certificate of incorporation of the Surviving Company, or (iii) alter or change any of the terms or conditions of this Agreement, if, in any such case, such alteration or change would adversely affect the holders of any class or series of capital stock or membership interest of any of the parties hereto.

7.2 Copy of this Agreement Available for Inspection. A copy of this Agreement shall be filed and made available at the principal place of business of the Surviving Company, such copy to be furnished on request, without cost, to any shareholder or member of the Constituent Companies.

7.3 Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

7.4 Governing Law. This agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the law of the State of Delaware, without regard to the conflict of law principles thereof.

7.5 Entire Agreement. This Agreement constitutes the entire agreement and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof.

7.6 No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

7.7 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is determined by any court or other authority of competent jurisdiction to be invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

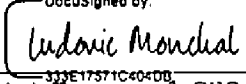
7.8 Headings. The headings therein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto, as of the date first written above.

**DASSAULT SYSTEMES SIMULIA CORP.**

\_\_\_\_\_  
Philippe Laufer, President

**DASSAULT SYSTEMES AMERICAS CORP.**

DocuSigned by:  
  
\_\_\_\_\_  
333E17371C404DB  
Ludovic Monchal, Treasurer & CFO

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto, as of the date first written above.

**DASSAULT SYSTEMES SIMULIA CORP.**

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Philippe Laufer, President

A handwritten signature in black ink, appearing to be 'P. Laufer', written over a horizontal line.

**DASSAULT SYSTEMES AMERICAS CORP.**

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Ludovic Monchal, Treasurer & CFO



State of Rhode Island

**Department of State | Office of the Secretary of State**

**Gregg M. Amore**, *Secretary of State*

I, GREGG M. AMORE, Secretary of State of the State of Rhode Island,  
  
hereby certify that this document, duly executed in accordance with the provisions  
  
of Title 7 of the General Laws of Rhode Island, as amended, has been filed in this  
  
office on this day:

December 05, 2023 01:18 PM

A handwritten signature in black ink, reading "Gregg M. Amore". The signature is written in a cursive style.

Gregg M. Amore  
*Secretary of State*

