88188791

ETAS ID: TM823552

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type | |
|------------------------------------|----------|----------------|--------------|--|
| Western Digital Technologies, Inc. | | 05/09/2022 | Corporation: | |

RECEIVING PARTY DATA

| Name: | Cadence Design Systems, Inc. | | |
|-----------------|-------------------------------|--|--|
| Street Address: | 2655 Seely Avenue | | |
| City: | San Jose | | |
| State/Country: | /Country: CALIFORNIA | | |
| Postal Code: | stal Code: 95134 | | |
| Entity Type: | y Type: Corporation: DELAWARE | | |

PROPERTY NUMBERS Total: 3

| Property Type | Number | Word Mark |
|----------------|----------|------------|
| Serial Number: | 88188791 | SWERV ISS |
| Serial Number: | 88188786 | SWERV CORE |
| Serial Number: | 88188776 | SWERV |

CORRESPONDENCE DATA

Fax Number: 8777697945

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: 6508395070 Email: tmdoctc@fr.com

LISA GREENWALD-SWIRE **Correspondent Name:**

Address Line 1: P.O. BOX 1022

Address Line 4: MINNEAPOLIS, MINNESOTA 55440-1022

| ATTORNEY DOCKET NUMBER: 249010787001 | |
|--------------------------------------|----------------------|
| NAME OF SUBMITTER: | Lisa Greenwald-Swire |
| SIGNATURE: /Lisa Greenwald-Swire/ | |
| DATE SIGNED: | 07/11/2023 |

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("Assignment"), effective as of May 9, 2022 ("Effective Date"), is made and entered into by and between **Western Digital Technologies, Inc.**, a corporation duly organized and existing under the laws of Delaware, with an address of 5601 Great Oaks Pkwy, San Jose, California 95119, USA (the "Assignor"), and **Cadence Design Systems, Inc.**, a corporation duly organized and existing under the laws of Delaware, with an address of 2655 Seely Avenue, San Jose, California 95134, USA (the "Assignee").

- A. WHEREAS, Assignor is the owner of each trademark and trademark application identified in Exhibit A hereto (collectively, "Trademarks"); and
- B. WHEREAS, Assignor uses, or holds for use, the Trademarks to necessarily conduct business, and desires to sell and assign to Assignee all of Assignor's right, title, and interest in and to the Trademarks together with all goodwill associated with and symbolized by such Trademarks; and
- C. WHEREAS, Assignee has agreed to purchase and desires to acquire, among other things, the Trademarks together with all goodwill associated with and symbolized by such Trademarks worldwide;

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee ("Parties") hereby agree as follows:

1. Assignment. Upon the Effective Date, Assignor hereby sells, transfers, assigns, conveys, and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Trademarks, including, without limitation, the entire business symbolized and associated with such Trademarks, all goodwill of the business symbolized and associated with such Trademarks, all rights provided by international conventions and treaties conferred by such Trademarks and goodwill, all applications to register any of the Trademarks and all registrations that have been or may be granted for any of the Trademarks, together with all common law rights associated with such applications and registrations, all renewal rights, all rights to profits due or accrued, and all rights to sue and recover damages for past, present, and future infringement, dilution, misappropriation, unlawful imitation, or other violation thereof or conflict therewith and to fully and entirely stand in the place of the Assignor in all matters related to the Trademarks (collectively with the Trademarks, the "Assigned Rights"). All of Assignor's books and records in whatever form relating to the Trademarks, including but not limited to, original trademark registration and renewal certificates, are hereby transferred to Assignee. The assignments contemplated herein are meant to be absolute assignments and not by way of security.

2. Further Assurances.

- a. Without any additional consideration, Assignor will timely execute and deliver any and all additional documents and perform any and all additional acts that may be necessary or desirable to assist Assignee, its successors, assigns, or legal representatives in the implementation, recordation, or perfection of this Assignment and Assignee's interest in and to the Assigned Rights.
- b. If Assignee is unable to secure for any reason Assignor's signature to any document it is entitled to under Section 2(a) hereof, Assignor hereby irrevocably designates and appoints

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Assignee, and Assignee's duly authorized officers, agents, and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on behalf and instead of Assignor, to execute and file all such documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor.

- 3. <u>Due Authorization.</u> Assignor hereby authorizes and requests all officials of any applicable governmental authority, including but not limited to the Office of the Commissioner for Trademarks in the United States, to record Assignee as the assignee and owner of the Trademarks, to issue to Assignee in Assignee's name any and all registrations and renewal of registrations from all applications and/or registrations identified in <u>Exhibit A</u>, and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications relating to the Trademarks.
- 4. Governing Law. This Assignment will be governed by, construed, and enforced in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law. Any dispute arising under or in connection with this Assignment will be resolved in any state or federal courts located in the State of Delaware, and the Parties hereby submit to the exclusive jurisdiction of such courts in respect of any such proceeding.
- 5. Counterparts. This Assignment may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards, including any electronic signature complying with the U.S. Federal ESIGN Act of 2000, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature page follows]

TRADEMARK REEL: 008129 FRAME: 0929

- 3. <u>Due Authorization.</u> Assignor hereby authorizes and requests all officials of any applicable governmental authority, including but not limited to the Office of the Commissioner for Trademarks in the United States, to issue to Assignee in Assignee's name any and all registrations and renewal of registrations from all applications and/or registrations identified in <u>Exhibit A</u>.
- 4. Governing Law. This Assignment will be governed by, construed, and enforced in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law. Any dispute arising under or in connection with this Assignment will be resolved in any state or federal courts located in the State of Delaware, and the Parties hereby submit to the exclusive jurisdiction of such courts in respect of any such proceeding.
- 5. Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards, including any electronic signature complying with the U.S. Federal ESIGN Act of 2000, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Each party has caused this Assignment to be executed by its duly authorized representative.

| ASSIGNOR: | ASSIGNEE: |
|-----------------------------------|------------------------------|
| WESTERN DIGITAL TECHNOLOGIES INC. | CADENCE DESIGN SYSTEMS, INC. |
| Signature: | Signature: |
| Name: Day Steere | Name: |
| Title: Sr. VP | Title: |
| Date: | Date: |

| ASSIGNOR: | ASSIGNEE: | | |
|------------------------------------|--|--|--|
| WESTERN DIGITAL TECHNOLOGIES, INC. | CADENCE DESIGN SYSTEMS, INC. | | |
| Signature: | Signature: Land Land | | |
| Name: | Name: Sanjive Agarwala | | |
| Title: | Corporate Vice President and Title: General Manager, IP Group | | |
| Date: | Date:5/9/22 | | |

 $(Signature\ Page\ to\ Trademark\ Assignment\ Agreement)$

EXHIBIT A

This Exhibit identifies the trademarks, whether registered, unregistered, pending, or established through common law, subject to this Assignment.

| Mark | Jurisdiction | Application No. | Application Date | Registration Number | Registration Date | Record Owner |
|---------------|--------------|--------------------|---------------------|------------------------|----------------------|--|
| SWERV ISS | U.S. | 88188791 | Nov 9, 2018 | N/A | N/A | Western Digital Technologies, Inc. |
| SWERV CORE | U.S. | 88188786 | Nov 9, 2018 | N/A | N/A | Western Digital Technologies, Inc. |
| SWERV | U.S. | 88188776 | Nov 9, 2018 | N/A | N/A | Western Digital Technologies, Inc. |
| SWERV | China | 34638962 | Nov 13, 2018 | 34638962 | Aug 7, 2019 | Western Digital Technologies, Inc. |
| SWERV | China | 34641668 | Nov 13, 2018 | 34641668 | Aug 7, 2019 | Western Digital Technologies, Inc. |
| SWERV CORE | China | 34637392 | Nov 13, 2018 | 34637392 | Aug 7, 2019 | Western Digital Technologies, Inc. |
| SWERV CORE | China | 34641662 | Nov 13, 2018 | 34641662 | Aug 7, 2019 | Western Digital Technologies, Inc. |
| SWERV ISS | China | 34642430 | Nov 13, 2018 | 34642430 | Aug 7, 2019 | Western Digital Technologies, Inc. |
| SWERV ISS | China | 34632799 | Nov 13, 2018 | 34632799 | Aug 7, 2019 | Western Digital Technologies, Inc. |
| SWERV | EU | 017984078 | Nov 12, 2018 | 017984078 | Mar 26, 2019 | Western Digital Technologies, Inc. |
| SWERV CORE | EU | 017984080 | Nov 12, 2018 | 017984080 | Mar 26, 2019 | Western Digital Technologies, Inc. |
| SWERV ISS | EU | 017984081 | Nov 12, 2018 | 017984081 | Mar 26, 2019 | Western Digital Technologies, Inc. |

[Exhibit A to Assignment of Trademarks]

RECORDED: 07/11/2023

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