



Legal Assignment Template Example

[Date]

[Customer Name]

Subject: **Notice/Request for Consent of Assignment and Operational Changes for Intel Security**

As you may be aware, Intel Corporation (“**Intel**” or “**we**”) recently unveiled a strategic partnership with the goal of creating one of the largest independent, pure-play cybersecurity companies in the industry. To enable this partnership, we are creating a new company group, to be named McAfee. Intel will continue to own 49% of McAfee and an entity controlled by TPG, a leading global alternative asset firm with substantial experience investing in best-in-class technology companies, will own 51% of McAfee (the “**Transaction**”). We anticipate that the new McAfee will begin conducting its business through McAfee, LLC and its subsidiaries (“**New McAfee**”) effective on or around April 3, 2017. In this letter agreement (this “**Letter**”), we refer to the date on which New McAfee begins to conduct its business as the “**Closing Date**”. Consistent with past practices, New McAfee will continue to use the McAfee brand to sell and deploy its leading security product solutions that solve increasingly complex and difficult security problems.

In connection with the Transaction, this Letter sets forth the following:

Notice of Assignment of Agreements

To the extent that your agreement(s) (a) were originally entered into with McAfee, Inc. or any of its subsidiaries and were subsequently assigned to an applicable Intel distributing subsidiary as listed in the table below (the “**Intel Super Disti**”) or (b) were originally entered into by an Intel Super Disti (in each case (a) and (b), the “**Agreement(s)**”), this Letter is to notify you that effective as of the Closing Date¹, in connection with the Transaction, we hereby assign the Agreement(s) to the corresponding New McAfee Entity as listed in the table below (“**New McAfee Assignee**”). The rights, duties and obligations of the applicable Intel Super Disti under each of the Agreement(s) will be assumed by New McAfee Assignee, which may use employees of other McAfee affiliates to exercise its rights under, or perform our duties and obligations under, the Agreement(s). All amounts payable under the Agreement(s) will be payable to New McAfee Assignee unless stated otherwise in the remittance instructions set forth on the invoice from New McAfee Assignee, or such other remittance instructions as [New McAfee Assignee may provide in writing]/[provided in Exhibit B to this Letter as applicable].

Consent for Assignment of Agreements

To the extent required under any of the Agreement(s), this Letter is a request that you consent to (i) the assignment of your Agreement(s) to New McAfee Assignee, and the assumption of the rights, duties and obligations of the applicable Intel Super Disti under the Agreement(s) by New McAfee Assignee, which may use contractors or employees of other McAfee affiliates to exercise our rights under, or perform our duties and obligations under the Agreement(s), and (ii) pay any amounts payable under the Agreements(s) to New McAfee Assignee.



Duplication of Certain Agreements

Intel and you (collectively, the "Parties") acknowledge that there may be certain existing agreements, including but not limited to standard-term non-disclosure agreements governing the terms and treatment of confidential information between the parties ("NDAs"). You hereby agree that we may duplicate the NDAs for New McAfee and its affiliates, as described below (a "Duplication"). If a Duplication occurs, then the "Duplicate Agreement" is deemed created solely between you and the corresponding New McAfee entity under the same terms as the existing NDAs and shall be effective as of the Closing Date². For the avoidance of doubt, Intel and its subsidiaries will have no obligations with respect to the Duplicate Agreement.

Notice of Name Change of Intel Security Public Sector LLC

If you are a customer of Intel Security Public Sector LLC, this Letter is to notify you that, as of the Closing Date, Intel Security Public Sector LLC shall be known as McAfee Public Sector LLC. McAfee Public Sector LLC is and will remain a wholly-owned subsidiary of New McAfee. Please update your records accordingly, including all accounts payable/receivable systems.

Our Request

In the event that your consent or acknowledgement is required under any Agreement(s) and/or applicable provisions of this Letter, please acknowledge your acceptance of the terms of this Letter where shown below; please email/[return] the fully-executed Letter to: [INSERT EMAIL] by [INSERT FUTURE DUE DATE]. To the extent that your consent or acknowledgment is required under any Agreements(s) and/or any provisions of this Letter, and you do not respond within thirty (30) days of receipt of this request, such failure to respond shall be deemed a consent and acknowledgment to the terms of this Letter. This Letter amends the Agreement(s) only to the extent necessary to permit assignment (and related assumption) or Duplication of the Agreement(s) as described in this Letter, and modification of terms related to payment remittance as described in this Letter; the terms of the Agreement(s) otherwise remain unmodified and in full force and effect.

This Letter shall be deemed null and void in the event that the Transaction does not close. Should you have any questions or concerns regarding the above, please contact [INSERT CONTACT INFO] or your account manager. We would like to thank you in advance for your cooperation and support. We value our relationship with your company and look forward to continuing to work with you.

<u>Intel Super Disti</u>	<u>Assigned to:</u>	<u>Corresponding New McAfee Assignee</u>
Intel Americas Inc. Signature: _____ Printed Name: _____ Title: _____ Date: _____		McAfee, LLC Signature: _____ Printed Name: _____ Title: _____ Date: _____
Intel Kabushiki Kaisha		McAfee, Co. Ltd.



Signature: _____ Printed Name: _____ Title: _____ Date: _____		Signature: _____ Printed Name: _____ Title: _____ Date: _____
Intel Trading (Shanghai) Co., Ltd. Signature: _____ Printed Name: _____ Title: _____ Date: _____		McAfee (Beijing) Security Software Co. Ltd. Signature: _____ Printed Name: _____ Title: _____ Date: _____
Intel Semiconductor (US) LLC Signature: _____ Printed Name: _____ Title: _____ Date: _____		McAfee (Singapore) Pte Ltd. Signature: _____ Printed Name: _____ Title: _____ Date: _____
Intel Corporation (UK) Ltd. Signature: _____ Printed Name: _____ Title: _____ Date: _____		McAfee Ireland Ltd. Signature: _____ Printed Name: _____ Title: _____ Date: _____



Acknowledged and agreed, for [CUSTOMER NAME], on behalf of itself and its affiliate(s).

Signature: _____

Name: _____

Title: _____

Date: _____