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DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
InConcert, a Delaware Corporation
4 Cambridge Center
Cambridge, MA 02142
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
TIBCO Software, Inc., a Delaware corporation
3165 Porter Drive
Palo Alto, CA 94304

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3. Nature of Conveyance:
[X] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other:
Execution Date: November 4, 1999

Additional name(s) attached? [] Yes

4. Application number(s) or patent number(s)
If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)
90/003,701

B. Patent No.(s)

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Craig P. Opperman
Cooley Godward LLP
Five Palo Alto Square
3000 El Camino Real
Palo Alto, CA 94306-2155

6. Total number of application and patents involved: 1

7. Total Fee (37 CFR 3.41).....\$40.00

[] Enclosed

[X] Authorized to be charged to deposit account

8. Deposit account number: 03-3117
(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Reg. No.: 37,078 Name of Person Signing: Craig P. Opperman

Signature:  Date: 12/23/99

Total number of pages including cover sheet, attachments, and document: 2

TEKN-010/0045

I hereby certify this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner of Patents, Washington, D.C. 20231, on 12/23/99 (Date of Deposit)

Date: 12/23/99 By 

ELAINE E. CALINQUIN

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PATENT
REEL: 010534 FRAME: 0679

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

1. For good and valuable consideration, the receipt of which is hereby acknowledged, InConcert, Inc., a Delaware corporation, having offices at 4 Cambridge Center, Cambridge, Massachusetts 02142 ("Assignor") does hereby sell, assign, transfer and convey unto TIBCO Software Inc. ("Assignee"), a Delaware corporation with an office at 3165 Porter Drive, Palo Alto, California 94304, or its designees, in perpetuity and without reservation, throughout the world, all right, title and interest in and to Assets (as that term is defined in the Asset Purchase Agreements (the "Agreements"), dated September 30, 1999), including all Intellectual Property rights therein (as defined below).

2. Without limiting the foregoing, Assignor hereby irrevocably assigns to Assignee all of Assignor's right, title and interest in and to the patent applications listed below, any patents issuing on such patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing and all reissues, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "Patent Rights"):

Patent or Application Number	Country	Issue or Filing Date	Title and Inventor(s)
Application N. 09003701	United States	Application Filed 1/7/98	Workflow Management System Wherein Ad-Hoc Process Instances Can Be Generalized.

3. Without limiting the foregoing, ASSIGNOR does hereby sell, assign, convey and transfer unto ASSIGNEE, its successors and assigns, the entire right, title and interest, anywhere in the universe, in and to the works listed on Attachment A (the "Works"), and to any works from which the Works are derived (including, without limitation, in and to all copyrights and works protectable by copyright, whether now owned or hereafter created or acquired, under the United States Copyright Act of 1976 or under any other copyright law or similar law, statutory or common law, now or hereafter in force and effect in the United States or any other countries or pursuant to any treaties, covenants, or proclamations, with respect to the Works), and including, without limitation, the right to sue for and recover damages for any past, present or future infringement of the Works, to have and to hold the same, unto ASSIGNEE, its successors, assigns and nominees, for the full duration of all such rights, and any renewals and extensions thereof, as fully and entirely as the as the same would have been held by ASSIGNOR had this assignment and transfer not been made. ASSIGNOR agrees that ASSIGNEE shall have the rights to register its claim(s) of copyright in the Works, in its name, in the Copyright Offices of the United States and any and all other countries of the world.

4. Assignor hereby represents and warrants to Assignee as follows:

a. For purposes hereof, "Intellectual Property" means any or all of the following and all rights in, arising out of, or associated therewith: (i) all United States and foreign patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (ii) all inventions (whether patentable or not), invention disclosures,

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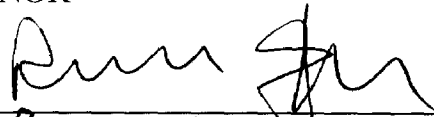
6. Assignor agrees, at the request of Assignee, to execute and deliver such other instruments and do and perform such other lawful acts and things as may be reasonably necessary or desirable for effecting completely the consummation of this Assignment of Intellectual Property Rights and the transactions contemplated hereby and securing to the Assignee the benefits contemplated by this Assignment of Intellectual Property Rights.

7. THIS ASSIGNMENT SHALL BE DEEMED TO HAVE BEEN MADE IN, AND SHALL BE CONSTRUED PURSUANT TO THE LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES AMERICA WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS THEREOF.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Intellectual Property Rights is executed at , on November 4, 1999

ASSIGNOR

By: 
Name: Russell L. Fleischer
Title: Chief Financial Officer

(Notarization Required)

Susan McEneaney
Name

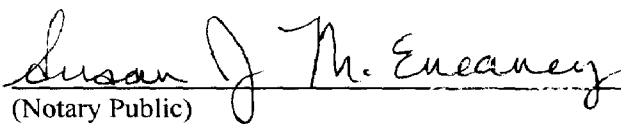
Commonwealth
~~State of~~ MASSACHUSETTS)
County of SUFFOLK)

November 4, 1999
Date

On November 4, 1999, before me, Russell Fleischer, personally appeared _____, personally known to me or proved to me on the basis of satisfactory

evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


(Notary Public)

My Commission Expires: 1-1-2004