

OID-Assignment Recordation Cover Sheet.wpd

Attorney Docket No.: OID General

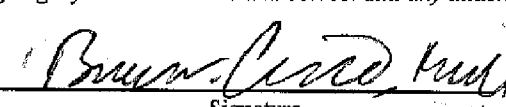
RECORDATION FORM COVER SHEET PATENTS ONLY

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

<p>1. Name of conveying party(ies) ProfitLogic, Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>August 1, 2005</u></p>	<p>2. Name and address of receiving party(ies) Name: <u>Oracle International Corporation</u> Internal Address: <u>Mail Stop 50P7</u> _____ _____ Street Address: <u>500 Oracle Parkway</u> _____ City: <u>Redwood Shores</u> State: <u>CA</u> ZIP: <u>94065</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>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: _____</p> <table style="width: 100%;"> <tr> <td style="width: 50%;"> A. Patent Application No.(s) <u>60/487,546</u> <u>60/477,537</u> <u>60/475,875</u> </td> <td style="width: 50%;"> B. Patent No.(s) <u>6,960,135</u> <u>6,834,266</u> <u>6,910,017</u> </td> </tr> </table> <p style="text-align: right;">Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		A. Patent Application No.(s) <u>60/487,546</u> <u>60/477,537</u> <u>60/475,875</u>	B. Patent No.(s) <u>6,960,135</u> <u>6,834,266</u> <u>6,910,017</u>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Barry W. Chapin, Esq.</u> Internal Address: _____ <u>Chapin Intellectual Property Law, LLC</u> _____ Street Address: <u>Westborough Office Park</u> <u>1700 West Park Drive</u> City: <u>Westborough</u> State: <u>MA</u> ZIP: <u>01581</u></p>	<p>6. Total number of applications and patents involved: <u>[1]</u></p> <p>7. Total Fee (37 C.F.R. 3.41)..... \$ <u>40.00</u> <input type="checkbox"/> Enclosed with application filing fee <input checked="" type="checkbox"/> Authorized to charge any deficiencies or credit any overpayment to deposit account <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>50-3735</u> (Attach duplicate copy of this page if paying by deposit account)</p>		

DO NOT USE THIS SPACE

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.

<u>Barry W. Chapin, Esq.</u> Name of Person Signing	 Signature	<u>June 8, 2006</u> Date
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Total number of pages including cover sheet, attachments, and document: [16]

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PATENT
REEL: 017759 FRAME: 0305

Attorney Docket No.: OID General

Recordation Form Cover Sheet
Patents Only
Page 2 of 2

Continued from Section 4. (Application Number(s) or Patent Number(s))

Patent Application No.(s)

60/634,428
11/297,796
11/172,278
11/171,062
11/158,264
11/017,285
10/891,458
10/861,772
10/165,041
09/900,706

Patent No.(s)

7,006,981

PROFITLOGIC ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS PROFITLOGIC ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of August 1, 2005 (the "Effective Date"), by and among Oracle Corporation, a Delaware corporation ("Oracle"), Oracle USA, a Colorado corporation and a wholly-owned subsidiary of Oracle ("Oracle USA"), ProfitLogic, Inc., a Delaware corporation and a wholly-owned subsidiary of Oracle ("ProfitLogic"), and Spotlight Solutions, Inc., a Delaware corporation and a wholly-owned subsidiary of ProfitLogic ("Spotlight") (ProfitLogic and Spotlight are each referred to herein as a "Transferring Party" and are referred to collectively herein as the "Transferring Parties").

RECITALS

WHEREAS, Oracle has determined that it is desirable and in the best interest of Oracle and its stockholders to reorganize the corporate organizational structure (the "Reorganization") of Oracle and its subsidiaries, including the Transferring Parties;

WHEREAS, in connection with the Reorganization, it is contemplated that: (a) ProfitLogic will merge with and into Oracle, pursuant to which merger Oracle will continue as the surviving entity (the "Initial Merger"); and (b) immediately following the Initial Merger, Spotlight will merge with and into Oracle, pursuant to which merger Oracle will continue as the surviving entity (the "Second Merger" and, together with the Initial Merger, the "Mergers");

WHEREAS, in connection with the Reorganization, the board of directors of each of the Transferring Parties and Oracle USA and have declared it advisable and in the best interests of said entities and their respective stockholders/shareholders that, prior to the Initial Merger, each Transferring Party contributes to Oracle USA certain of its assets (the "Assets") and that Oracle USA assume all of such Transferring Party's respective obligations with respect to such Assets (the "Liabilities");

WHEREAS, this Agreement is intended to effect the transfer of the Assets by the Transferring Parties to Oracle USA, and the assumption by Oracle USA of the Liabilities, in each case with an effective time as of 12:01 a.m. Pacific Time on the Effective Date (the "Effective Time"); and

WHEREAS, the transfer of the Assets as contemplated by this Agreement is intended to constitute a transfer of the Assets to Oracle in connection with the Mergers in transactions that qualify as "reorganizations" under Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), followed by a contribution of the Assets from Oracle to Oracle USA in a transaction described in Code Sections 368(a)(2)(C) and 351:

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 ASSETS AND LIABILITIES

Section 1.1 Assets. For purposes of this Agreement, "Assets" means the assets, properties and rights of each of the Transferring Parties, wherever located (including in the possession of vendors,

third parties or elsewhere), whether real, personal or mixed, tangible, intangible or contingent, including, without limitation, those Assets identified or described in clauses (a) through (j) below, but excluding such assets, properties and rights that are identified or described as "Excluded Assets" in Section 1.2 below:

(a) All contracts, agreements, leases, licenses, sales orders, purchase orders, instruments or other commitments (collectively, the "Contracts") entered into on or before the Effective Date to which any of the Transferring Parties is a party;

(b) All tangible personal property (including machinery, equipment, computers, laboratory and test equipment and apparatus, furniture, furnishings, tools, dies and vehicles) owned by the Transferring Parties;

(c) All inventory, wherever located, including raw and recycled materials, work-in-progress and finished goods inventories, supplies and spare parts of the Transferring Parties;

(d) All real property and interests in real property owned by the Transferring Parties, including all land, buildings and leasehold improvements of any kind or nature situated thereon, together with all easements, appurtenances, leases, tenancies, options, rights-of-way and other real property rights and interests relating thereto;

(e) All cash and cash equivalents (including any marketable securities or certificates of deposit);

(f) All accounts and notes receivable and unbilled revenues to the extent arising from the sale of goods or materials and the rendering of services by the Transferring Parties (including any accounts and notes receivable that are payable by direct or indirect subsidiaries of the Transferring Parties), together with all unpaid interest accrued thereon, if any, as the same exist on the Effective Date;

(g) All books and records to the extent related to the Assets, including, without limitation, all manuals, data, sales and advertising materials, customer and supplier lists and reports, sales, distribution and purchase correspondence, engineering drawings, notebooks and logbooks, employment records and files, and all original and duplicate copies of the foregoing;

(h) All permits, licenses, consents, approvals, franchises, certificates of inspection or authority, authorizations and orders, and any waiver of the foregoing, issued by any legislative, executive or judicial unit of any governmental entity (foreign, federal, state or local) or any department, commission, board, agency, bureau, official or other regulatory, administrative or judicial authority thereof;

(i) All deferred and prepaid charges, recoverable deposits, advances, expenses, sums and fees of the Transferring Parties arising from payments made prior to the Effective Date for goods or services where such goods or services have not been received as of the Effective Date; and

(j) All rights, claims or causes of action of the Transferring Parties against third parties to the extent arising out of the Assets or the Liabilities.

Section 1.2 Excluded Assets. For purposes of this Agreement, "Excluded Assets" means the following:

(a) All intellectual property of the Transferring Parties, including, without limitation, all of the Transferring Parties' respective right, title and interest in the following: (i) all inventions, patents, and pending applications; (ii) all copyrights, trade secrets, know-how, and any other proprietary rights and intellectual assets, registered and unregistered, that are embodied in, or that pertain to the development, testing, installation, implementation, customization, optimization, configuration, operation, support, promotion, marketing, advertising, sale, hosting or other use thereof of the educational core curriculum, the software programs and related documentation specified in the Transferring Parties' global price lists; (iii) all copyrights, trade secrets, know-how, and any other proprietary rights and intellectual assets, registered and unregistered, that relate to the Transferring Parties' business, operations, products, and services; and (iv) all global trade names, trademarks, service marks, trade dresses, logos, designs and slogans, whether in word mark, stylized or design format, registered and unregistered;

(b) All equity, joint venture or similar interests held beneficially or of record by the Transferring Parties in either of their subsidiaries or other entities;

(c) All Assets under each employee benefit or stock compensation plan of the Transferring Parties as to which any of the Transferring Parties has been designated or identified as the plan sponsor;

(d) All pre-paid or deferred corporate tax assets;

(e) All policies of insurance and any proceeds or return of premiums thereunder;

(f) All goodwill; and

(g) The corporate charter, seal, minute books, stock record books and other similar documents relating to the organization, maintenance and existence of the Transferring Parties or any of their subsidiaries.

Section 1.3 Liabilities. For purposes of this Agreement, "Liabilities" means the Transferring Parties' debts, liabilities, guarantees, assurances, commitments and obligations of any nature or description, whether fixed, contingent or absolute, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising, and whether or not the same would be required by U.S. generally accepted accounting principles to be reflected in financial statements or disclosed in the notes thereto, in each case to the extent arising out of or relating to the Assets, including, without limitation, the Liabilities identified or described in clauses (a) through (c) below, in each case whether such Liabilities arise or accrue prior to, on or after the Effective Date, but excluding such debts, liabilities, guarantees, assurances, commitments and obligations that are identified or described as "Excluded Liabilities" in Section 1.4 below:

(a) All accounts payable and accrued payment obligations of the Transferring Parties to the extent relating to or arising out of the Assets;

(b) All Liabilities relating to or arising under the Contracts that constitute Assets;
and

(c) All Liabilities relating to or arising out of warranty obligations or services or claims of manufacturing or design defects with respect to any product or service sold or provided with respect to the Assets.

Section 1.4 Excluded Liabilities. For the purposes of this Agreement, "Excluded Liabilities" means the following:

- (a) All obligations of the Transferring Parties under all guarantees made by the Transferring Parties of any indebtedness of an affiliate or subsidiary of the Transferring Parties to a third party;
- (b) All obligations with respect to Excluded Assets;
- (c) All notes payable to any third parties; and
- (d) All current or deferred corporate tax liabilities.

ARTICLE 2 CONTRIBUTION, ASSIGNMENT AND ASSUMPTION

Section 2.1 Contribution of Assets. Each Transferring Party hereby assigns, transfers and conveys to Oracle USA, and Oracle USA hereby receives and accepts from such Transferring Parties, all of such Transferring Party's respective right, title and interest in and to the Assets with effect as of the Effective Time. The parties acknowledge and agree that the Excluded Assets will be excluded from the transfer of the Assets hereunder.

Section 2.2 Authorization and Directive. Oracle hereby authorizes and directs each of the Transferring Parties to effect the assignment of the Assets owned by the Transferring Parties directly to Oracle USA to facilitate and effectuate the Reorganization, and ProfitLogic hereby authorizes and directs Spotlight to effect the assignment of the Assets owned by Spotlight directly to Oracle USA to facilitate and effectuate the Reorganization.

Section 2.3 Assumption of Liabilities. Oracle USA hereby assumes the Liabilities with effect as of the Effective Time and agrees to pay, perform, satisfy and discharge the Liabilities in accordance with their respective terms. The parties acknowledge and agree that the Excluded Liabilities will be excluded from the assumption of the Liabilities hereunder.

Section 2.4 Deliveries. In furtherance of the transactions contemplated by Sections 2.1 and 2.3, the parties agree to execute and deliver, and they will cause their respective subsidiaries to execute and deliver (a) such bills of sale, stock powers, certificates of title, assignments of contracts, subleases and other instruments of transfer, conveyance and assignment as, and to the extent, necessary or convenient to evidence the transfer, conveyance and assignment by the Transferring Parties to Oracle USA of all of the Transferring Parties' respective right, title and interest in and to the Assets, and (b) such assumptions of contracts and other instruments of assumption as, and to the extent, necessary or convenient to evidence the valid and effective assumption of the Liabilities by Oracle USA. The parties contemplate that they may enter into one or more additional instruments of transfer with respect to some of the Assets to be transferred from the Transferring Parties to Oracle USA to the extent necessary or convenient to comply with local legal or filing requirements.

Section 2.5 No Representations or Warranties. Oracle USA acknowledges and agrees that (a) the Transferring Parties make no representations or warranties, express or implied, as to the condition, quality, merchantability or fitness of any Asset transferred by it pursuant to this Agreement or otherwise, (b) all such Assets are being transferred on an "as is," "where is" basis (and in the case of any real property, by means of a quitclaim or similar form deed or conveyance), and (c) Oracle USA will bear the economic and legal risks that any conveyance will prove to be insufficient to vest in it good and

marketable title to the Assets, free and clear of any security interest, pledge, lien, charge, claim or other encumbrance of any nature whatsoever.

Section 2.6 Transfers Not Effected as of the Effective Time.

(a) The parties acknowledge and agree that some of the transfers contemplated by this Agreement may not be effected as of the Effective Time due to the inability of the parties to obtain necessary consents or approvals or the inability of the parties to take certain other actions necessary to effect such transfers. To the extent any transfers contemplated by this Agreement have not been fully effected as of the Effective Time, the Transferring Parties and Oracle USA will cooperate and use commercially reasonable efforts to obtain any necessary consents or approvals or take any other actions necessary to effect such transfers as promptly as practicable following the Effective Time.

(b) Notwithstanding anything to the contrary in this Agreement, this Agreement will not effect the transfer or assignment of any Contract or other Asset by the Transferring Parties to Oracle USA to the extent that such transfer or assignment would constitute a material breach of such Contract or cause forfeiture or loss of such Asset.

(c) If an attempted assignment would be ineffective or would impair Oracle USA's rights under any such Asset so that Oracle USA would not receive all such rights, then the parties will use commercially reasonable efforts to provide to, or cause to be provided to, Oracle USA, to the extent permitted by law, the rights of any such Asset and take such other actions as may reasonably be requested by the other party in order to place Oracle USA, insofar as reasonably possible, in the same position as if such Asset had been transferred as contemplated hereby. In connection therewith, (a) the Transferring Parties each will promptly pass along to Oracle USA when received all benefits derived by the Transferring Parties with respect to any such Asset, and (b) Oracle USA will pay, perform and discharge on behalf of the Transferring Parties all of such party's obligations with respect to any such Asset in a timely manner and in accordance with the terms thereof which it may do without breach. If and when such consents or approvals are obtained or such other required actions have been taken, the transfer of the applicable Asset will be effected in accordance with the terms of this Agreement.

Section 2.7 Mistaken Assignments and Assumptions. From time to time after the Effective Date any party may discover (a) Assets that, contrary to the intent of this Agreement, by mistake or omission, were transferred to Oracle USA or retained by the Transferring Parties and/or (b) Liabilities that, contrary to the intent of this Agreement, by mistake or omission, were assumed or were not assumed, as the case may be, by Oracle USA. The parties will cooperate in good faith to effect the transfer or re-transfer of such Assets, and/or the assumption or re-assumption of such Liabilities, to or by the appropriate party, provided that this Section 2.7 will not alter the original intent of the parties as evidenced by this Agreement with respect to the Assets to be transferred to, or Liabilities to be assumed by, Oracle USA. Each party will reimburse the other or make such financial or other adjustments, if any, necessary to remedy any mistakes or omissions relating to any of the Assets transferred or any Liabilities assumed pursuant to this Section 2.7.

**ARTICLE 3
MISCELLANEOUS**

Section 3.1 Further Assurances. The parties hereto will each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement. Except as otherwise expressly provided in this Agreement, no party will be obligated to incur any out-of-pocket costs, expenses and fees in

connection with its obligations under this Section 3.1, including, without limitation, any attorneys' fees, recording, assignment or other similar fees.

Section 3.2 Governing Law. The internal laws of the State of California (without reference to its principles of conflicts of law) govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise).

Section 3.3 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

Section 3.4 Entire Agreement. This Agreement constitutes the final agreement between the parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the parties with respect to the matters contained herein are superseded by this Agreement.

Section 3.5 Third Party Beneficiaries. Nothing in this Agreement is intended, nor shall it be constructed, to confer any rights or benefits upon any person (including, but not limited to, any employee or former employee of any party hereto) other than the parties hereto.

Section 3.6 Successors and Assigns. This Agreement shall be binding upon and inure to the parties hereto and their respective successors and assigns, provided, however, that no party hereto will assign its rights or delegate its obligations under this Agreement without the express written consent of the other parties hereto.

Section 3.7 Amendment. No change, modification or amendment of this Agreement shall be valid or binding on the parties unless such change or modification shall be in writing signed by the party or parties against whom the same is sought to be enforced.

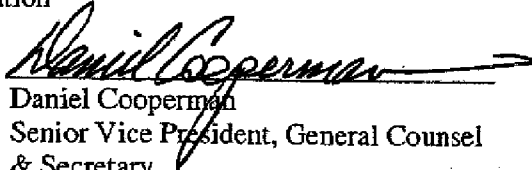
Section 3.8 Counterparts. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. The signatures of all parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.

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IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by a duly authorized representative as of the Effective Date.

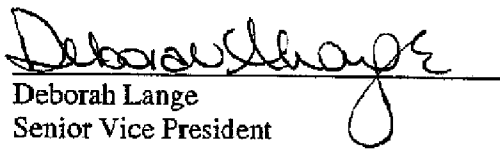
"Oracle"

ORACLE CORPORATION, a Delaware corporation

By: 
Name: Daniel Cooperman
Title: Senior Vice President, General Counsel
& Secretary

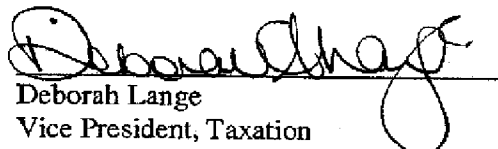
"Oracle USA"

ORACLE USA, INC., a Colorado corporation

By: 
Name: Deborah Lange
Title: Senior Vice President

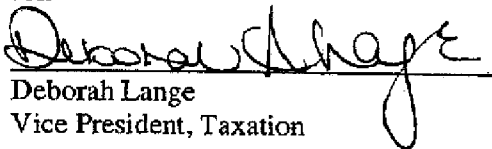
"ProfitLogic"

PROFITLOGIC, INC., a Delaware corporation

By: 
Name: Deborah Lange
Title: Vice President, Taxation

"Spotlight"

SPOTLIGHT SOLUTIONS, INC., a Delaware corporation

By: 
Name: Deborah Lange
Title: Vice President, Taxation

PROFITLOGIC

IP TRANSFER AGREEMENT

THIS PROFITLOGIC IP TRANSFER AGREEMENT (this "Agreement") is made and entered into as of August 1, 2005 (the "Effective Date"), by and among Oracle Corporation, a Delaware corporation ("Oracle"), Oracle International Corporation, a California corporation and a wholly-owned subsidiary of Oracle ("OIC"), ProfitLogic, Inc., a Delaware corporation and a wholly-owned subsidiary of Oracle ("ProfitLogic"), and Spotlight Solutions, Inc., a Delaware corporation and a wholly-owned subsidiary of ProfitLogic ("Spotlight") (ProfitLogic and Spotlight are each referred to herein as a "Transferring Party" and are referred to collectively herein as the "Transferring Parties").

RECITALS

WHEREAS, Oracle has determined that it is desirable and in the best interest of Oracle and its stockholders to reorganize the corporate organizational structure (the "Reorganization") of Oracle and its subsidiaries, including the Transferring Parties;

WHEREAS, in connection with the Reorganization, it is contemplated that: (a) ProfitLogic will merge with and into Oracle, pursuant to which merger Oracle will continue as the surviving entity (the "Initial Merger"); and (b) immediately following the Initial Merger, Spotlight will merge with and into Oracle, pursuant to which merger Oracle will continue as the surviving entity (the "Second Merger" and, together with the Initial Merger, the "Mergers");

WHEREAS, in connection with the Reorganization, the board of directors of each of the Transferring Parties and OIC have declared it advisable and in the best interests of said entities and their respective stockholders/shareholders that, prior to the Initial Merger, each Transferring Party contributes to OIC all of its intellectual property rights (the "IP Assets") and that OIC assume all of such Transferring Party's respective obligations with respect to such IP Assets (the "IP Transfer");

WHEREAS, this Agreement is intended to effect the IP Transfer with an effective time as of 12:01 a.m. Pacific Time on the Effective Date (the "Effective Time"); and

WHEREAS, the transfer of the IP Assets as contemplated by this Agreement is intended to constitute a transfer of the IP Assets to Oracle in connection with the Mergers in transactions that qualify as "reorganizations" under Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), followed by a contribution of the IP Assets from Oracle to OIC in a transaction described in Code Sections 368(a)(2)(C) and 351:

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1

AUTHORIZATION AND TRANSFER OF ASSETS

Section 1.1. Parent Entity Authorization and Directive. Based on the foregoing recitals:

(a) Oracle hereby authorizes and directs ProfitLogic to make the assignments described below to OIC on behalf of Oracle to facilitate and effectuate the IP Transfer as contemplated above.

(b) Each of Oracle and ProfitLogic hereby authorizes and directs Spotlight to make the assignments described below to OIC on behalf of Oracle and ProfitLogic to facilitate and effectuate the IP Transfer as contemplated above.

Section 1.2. Transfer of Assets. Upon and subject to the terms and conditions of this Agreement, as of the Effective Time, the Transferring Parties hereby assign, agree to assign, transfer, convey and deliver to OIC:

(a) Patents, Copyrights, Trade Secrets, Know-How, and Other Intellectual Property. All of their respective right, title, and interest in the following: (i) all inventions, patents, and pending applications; (ii) all copyrights, trade secrets, know-how, and any other proprietary rights and intellectual assets, registered and unregistered, that are embodied in, or that pertain to the development, testing, installation, implementation, customization, optimization, configuration, operation, support, promotion, marketing, advertising, sale, hosting or other use thereof of the educational core curriculum, the software programs and related documentation specified in the Transferring Parties' global price lists; and (iii) all copyrights, trade secrets, know-how, and any other proprietary rights and intellectual assets, registered and unregistered, that relate to the Transferring Parties' business operations, products, and services (collectively the "IP"), together with (iv) the goodwill of the Transferring Parties' business connected with the use of and symbolized by the IP and all the rights and privileges that inhere in such IP; and

(b) Tradenames and Trademarks. All of their respective right, title, and interest in all global tradenames, trademarks, service marks, trade dresses, logos, designs and slogans, whether in word mark, stylized or design format, registered and unregistered (the "Marks"), together with the goodwill of Transferring Parties' business connected with the use of and symbolized by the Marks and all the rights and privileges that inhere in such Marks.

Section 1.3. Liabilities. The Transferring Parties will not transfer, and OIC will not assume, any liabilities whatsoever as part of this Agreement, except any liabilities and obligations related to the IP and Marks being transferred pursuant to Section 1.2 above.

Section 1.4. Deliveries. The Transferring Parties will deliver to OIC such documents as are necessary to transfer the assets listed above in Section 1.2.

Section 1.5. Acknowledgment. The Transferring Parties acknowledge that, from and after the Effective Date, OIC is the owner of all right, title and interest in and to the IP and Marks in any form or embodiment thereof and is also the owner of the goodwill attached to the IP and Marks. The Transferring Parties will not at any time do or suffer to be done any act or thing which may materially adversely affect any rights of OIC in or to the IP and Marks. OIC acknowledges that the Transferring Parties have granted certain licenses and other rights to the IP and Marks and that OIC acquires such IP and Marks subject to such licenses and other rights.

Section 1.6. Cooperation. The Transferring Parties will take all actions necessary to execute any and all documents as may be reasonably requested by OIC from time to time to fully vest or perfect in OIC all right, title and interest in and to the IP and Marks pursuant to this Agreement. Such actions may include without limitation, providing documents and information useful or necessary to prosecuting any application to register or perfect any of the IP and Marks, maintaining any trademark registration, or pursuing or defending any administrative, court or other legal proceeding involving one or more of the IP and Marks.

ARTICLE 2 MISCELLANEOUS PROVISIONS

Section 2.1. Further Assurances. The parties hereto will each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement. Except as otherwise expressly provided in this Agreement, no party will be obligated to incur any out-of-pocket costs, expenses and fees in connection with its obligations under this Section 2.1, including, without limitation, any attorneys' fees, recording, assignment or other similar fees.

Section 2.2. Governing Law. The internal laws of the State of California (without reference to its principles of conflicts of law) govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise).

Section 2.3. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

Section 2.4. Entire Agreement. This Agreement constitutes the final agreement between the parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the parties with respect to the matters contained herein are superseded by this Agreement.

Section 2.5. Third Party Beneficiaries. Nothing in this Agreement is intended, nor shall it be constructed, to confer any rights or benefits upon any person (including, but not limited to, any employee or former employee of any party hereto) other than the parties hereto.

Section 2.6. Successors and Assigns. This Agreement shall be binding upon and inure to the parties hereto and their respective successors and assigns, provided, however, that no party hereto will assign its rights or delegate its obligations under this Agreement without the express written consent of the other parties hereto.

Section 2.7. Amendment. No change, modification or amendment of this Agreement shall be valid or binding on the parties unless such change or modification shall be in writing signed by the party or parties against whom the same is sought to be enforced.


Section 2.8. Counterparts. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. The signatures of all parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.

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IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by a duly authorized representative as of the Effective Date.

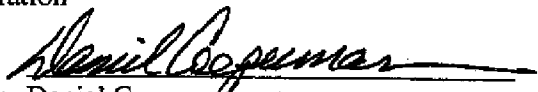
"Oracle"

ORACLE CORPORATION, a Delaware corporation

By: 
Name: Daniel Cooperman
Title: Senior Vice President, General Counsel
& Secretary

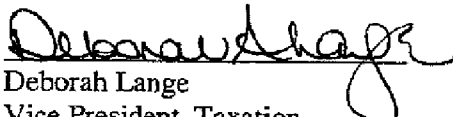
"OIC"

ORACLE INTERNATIONAL, INC., a California corporation

By: 
Name: Daniel Cooperman
Title: President and Chief Executive Officer

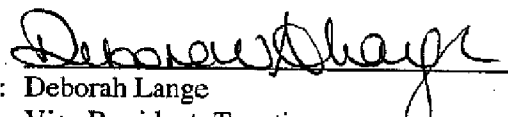
"ProfitLogic"

PROFITLOGIC, INC., a Delaware corporation

By: 
Name: Deborah Lange
Title: Vice President, Taxation

"Spotlight"

SPOTLIGHT SOLUTIONS, INC., a Delaware corporation

By: 
Name: Deborah Lange
Title: Vice President, Taxation

SIGNATURE PAGE TO PROFITLOGIC IP TRANSFER AGREEMENT

PALDMS/291379.1

PATENT
REEL: 017759 FRAME: 0317

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
SPOTLIGHT SOLUTIONS, INC., A DELAWARE CORPORATION,
INTO
ORACLE CORPORATION, A DELAWARE CORPORATION

*Pursuant to Section 253
of the General Corporation Law of the State of Delaware*

August 1, 2005

Oracle Corporation, a corporation organized and existing under and by virtue of the laws of the State of Delaware with a principal office address of 500 Oracle Parkway, Redwood Shores, California 94065 (the "Parent Corporation"),

DOES HEREBY CERTIFY:

FIRST: That the Parent Corporation was incorporated pursuant to the General Corporation Law of the State of Delaware (the "DGCL").

SECOND: That the Parent Corporation owns all of the outstanding shares of each class of the capital stock of Spotlight Solutions, Inc., a Delaware corporation with a principal office address of 25 First Street, 3rd Floor, Cambridge, Massachusetts 02141 (the "Subsidiary Corporation").

THIRD: That the Parent Corporation, by the following resolutions of its Board of Directors, duly adopted by written consent on July 27, 2005, determined to merge the Subsidiary Corporation into itself, with the Parent Corporation being the surviving corporation:

RESOLVED, that pursuant to Section 253 of the DGCL, the Subsidiary Corporation shall be merged (the "Spotlight Merger") with and into the Parent Corporation, whereupon the separate existence of the Subsidiary Corporation shall cease, and the Parent Corporation shall be the surviving corporation;

RESOLVED, that the Spotlight Merger is hereby approved pursuant to the provisions of Section 253 of the DGCL;

RESOLVED that the Spotlight Merger shall become effective upon filing of the Certificate of Ownership and Merger with the Delaware Secretary of State or at such time as is otherwise specified in the Certificate of Ownership and Merger;

RESOLVED, that from and after the effective time, until successors are duly elected or appointed in accordance with applicable law, the directors of the Parent Corporation at the effective time shall be the directors of the surviving corporation, and the officers of the Parent

Corporation at the effective time shall be the officers of the surviving corporation;

RESOLVED, that from and after the effective time, the name of the surviving corporation shall be Oracle Corporation;

RESOLVED, that from and after the effective time, the bylaws of the Parent Corporation shall be the bylaws of the surviving corporation;

RESOLVED, that from and after the effective time, the certificate of incorporation of the Parent Corporation shall be the certificate of incorporation of the surviving corporation until amended in accordance with applicable law.

FOURTH: That the merger of the Subsidiary Corporation into the Parent Corporation shall be effective as of the date and time of filing of this Certificate of Ownership and Merger with the Delaware Secretary of State.

[This space intentionally left blank]

IN WITNESS WHEREOF, the Parent Corporation has caused this Certificate of Ownership and Merger to be signed as of the date first written above by a duly authorized officer, declaring that the facts stated herein are true.

ORACLE CORPORATION

By



Name: Daniel Cooperman

Title: Senior Vice President, General Counsel
& Secretary

SIGNATURE PAGE TO CERTIFICATE OF OWNERSHIP AND MERGER MERGING SPOTLIGHT SOLUTIONS, INC. INTO ORACLE

PALDMS/291378.1

RECORDED: 06/08/2006

PATENT
REEL: 017759 FRAME: 0320