

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
General Interface Corp.	03/26/2007
RECEIVING PARTY DATA	
Name:	TIBCO Software Inc.
Street Address:	3303 Hillview Avenue
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10278728
CORRESPONDENCE DATA	
Fax Number:	(214)978-3099
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(214) 978-3000
Email:	angela.l.young@bakernet.com
Correspondent Name:	Baker & McKenzie LLP
Address Line 1:	2001 Ross Ave., Suite 2300
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	TIB-029
NAME OF SUBMITTER:	Brian C. McCormack
Total Attachments: 3 source=GI Assignment Agreement#page1.tif source=GI Assignment Agreement#page2.tif source=GI Assignment Agreement#page3.tif	

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, (this "Agreement") dated as of March ~~26~~, 2007, is entered into by and between General Interface Corp., a California corporation ("Assignor"), TIBCO SOFTWARE HOLDINGS LLC., a Delaware limited liability corporation ("TIBCO Holdings") and TIBCO Software Inc., a Delaware corporation ("TSI").

FOR GOOD AND SUFFICIENT CONSIDERATION, the receipt of which is hereby acknowledged, Assignor hereby sells, transfers, assigns, conveys and delivers to (a) TIBCO Holdings all right, title and interest in and to the contracts set forth on Exhibit A hereto (the "Transferred Contracts"), free and clear of all encumbrances and (b) TSI all right, title and interest in and to any remaining assets (including any and all intellectual property) held by Assignor (the "Remaining Assets"), free and clear of all encumbrances. TIBCO Holdings hereby accepts, assumes and agrees to pay, perform or otherwise discharge the obligations of Assignor pursuant to the Transferred Contracts and TSI hereby accepts and assumes all Remaining Assets.

Assignor, for itself, its affiliates, and its successors and assigns, hereby covenants and agrees that, at any time and from time to time forthwith upon the written request of either TIBCO Holdings or TSI, Assignor will do, or cause its affiliates to, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be required by either TIBCO Holdings or TSI or as required in order to assign, transfer, set over, convey, assure and confirm unto and vest in (a) TIBCO Holdings, its successor and assigns, title to the Transferred Contracts and (b) TSI, its successors and assigns, title to the Remaining Assets, sold, assigned, conveyed, transferred and delivered by this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the state of California without giving effect to principles governing conflicts of laws.

This Agreement, and the covenants and agreements herein contained, shall be enforceable against, binding upon and inure to the benefit of the successors and assigns of Assignor and TIBCO Holdings.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one original instrument.

IN WITNESS WHEREOF, each of General Interface Corp., TIBCO Software Inc. and TIBCO Software Holdings LLC have caused this Agreement to be duly executed in its name by its duly authorized officer to be effective as of the date first written above.

GENERAL INTERFACE CORP.

By: *LM*

Printed Name: *Laura Malinasky*

Title: *Director*

TIBCO SOFTWARE HOLDINGS LLC

By: *LM*

Printed Name: *Laura Malinasky*

Title: *Director*

TIBCO SOFTWARE INC.

By: *LM*

Printed Name: *Laura Malinasky*

Title: *VP, Legal Affairs & Assistant Secretary*

[ASSIGNMENT AND ASSUMPTION AGREEMENT]

EXHIBIT A

TRANSFERRED CONTRACTS

1. Software License Agreement between General Interface Corp. and Badger Software Inc. dated 10/10/03, as amended.
2. Software License Agreement between General Interface Corp. and eBay Inc. dated 6/15/04, as amended.
3. Work Order for Training between General Interface Corp. and eBay Inc. dated 8/3/05.
4. ISV Software License Agreement between General Interface Corp. and Iconix Pharmaceuticals, Inc. dated 3/26/04, as amended.
5. Software License Agreement between General Interface Corp. and Washington Mutual dated 3/19/04.