

# PATENT ASSIGNMENT

Electronic Version v1.1

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Sybase, Inc.	04/14/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Sybase 365, LLC
<b>Street Address:</b>	11180 Sunrise Valley Drive
<b>City:</b>	Reston
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	20191
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5873040
Patent Number:	7082312
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(925)236-6824
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	jmaher@sybase.com
<b>Correspondent Name:</b>	Judy Maher
<b>Address Line 1:</b>	One Sybase Drive
<b>Address Line 4:</b>	Dublin, CALIFORNIA 94568
<b>NAME OF SUBMITTER:</b>	Judy Maher
<b>Total Attachments: 3</b> source=restated pat assign#page1.tif source=restated pat assign#page2.tif source=restated pat assign#page3.tif	

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**PATENT**  
**REEL: 024342 FRAME: 0732**

## **RESTATED PATENT ASSIGNMENT**

THIS AGREEMENT is made as of April 14, 2010 Sybase, Inc., a Delaware Corporation (the "Assignor") and Sybase 365, LLC (a Delaware limited liability company).

WHEREAS, on or about October 1, 2009, Assignor and Assignee executed a Patent Assignment ("First Patent Assignment") intended to assign Assignor's rights in the patents identified in "Schedule A" hereto ("Patents");

WHEREAS, pursuant to the First Patent Assignment, Assignee agreed to pay the Assignor \$465,000;

WHEREAS, the parties wish to restate the terms of the First Patent Assignment in order to clarify the intended scope of the assignment and in order to definitely effect the assignment after the vesting of Assignor's rights;

WHEREAS Assignor has agreed to assign to Assignee his entire interest in the Patents, including all continuations, reissues, reexaminations, and any other patent or patent application in any country owned by the Assignor claiming priority from, to, or in common with the Patents ("the Assignor's Interest");

NOW THEREFORE IN CONSIDERATION OF the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the consideration set forth in the First Patent Assignment, as well as the avoidance of doubt to the benefit of both parties, and pursuant to the Assignor's obligation under the First Patent Assignment to execute such documents as the Assignee may reasonably request in order to give full force and effect to the true meaning and intent of the First Patent Assignment, the parties hereby agree as follows:

1. The Assignor hereby assigns to the Assignee all rights, title and interest of the Assignor in and to the Assignor's Interest.
2. The Assignor hereby expressly assigns to the Assignee the right to sue for past infringement and damages.
3. The Assignor agrees to do, execute and perform such other acts, documents and things as the Assignee may reasonably request in order to give full force and effect to the true meaning and intent of the Assignment, including but not limited to executing such documents as may be necessary or desirable to register, record, perfect or file the assignment of the Assignor's Interest with public offices and governmental authorities.
4. This assignment shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws principles.

5. This Assignment constitutes the entire agreement between the Assignor and the Assignee relating to the subject matter hereof and stands in the place of any previous agreement whether oral or in writing. No amendment to this Assignment shall be binding upon the parties unless it is in writing and executed by both parties.

6. This Assignment will enure to the benefit of and be binding upon the heirs, executors, successor and assigns of the Assignee.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

Sybase, Inc.

By: \_\_\_\_\_

**Daniel R. Carl**

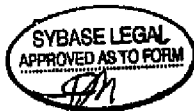
Title: ~~Vice President, General Counsel~~  
and Secretary

Sybase 365, LLC

By: \_\_\_\_\_

**Daniel R. Carl**

Title: ~~Vice President, General Counsel~~  
and Secretary



Schedule A

U.S. Patent # 5873040

U.S. Patent #7082312