

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SFDC International Limited	07/23/2010
RECEIVING PARTY DATA	
Name:	salesforce.com, inc.
Street Address:	The Landmark at One Market Street
Internal Address:	Suite 300
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12895713
CORRESPONDENCE DATA	
Fax Number:	(408)971-4660
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	408-971-2573
Email:	Justin@zilkakotab.com
Correspondent Name:	Zilka-Kotab, PC
Address Line 1:	P.O. Box 721120
Address Line 4:	San Jose, CALIFORNIA 95172-1120
ATTORNEY DOCKET NUMBER:	SFC1P148A/251US2
NAME OF SUBMITTER:	Kevin J. Zilka
Total Attachments: 6 source=SFC1P148_SFDC to salesforce.com#page1.tif source=SFC1P148_SFDC to salesforce.com#page2.tif source=SFC1P148_SFDC to salesforce.com#page3.tif	

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IP TRANSFER AND LICENSE AGREEMENT

THIS IP TRANSFER AND LICENSE AGREEMENT (this "Agreement") is made and entered into as of June 4, 2010 ("Effective Date") by and among SFDC International Limited, a company organized and existing under the laws of Ireland, with its registered office at 33-37 Athol Street, Douglas, Isle of Man ("Assignor"), and salesforce.com, inc., a corporation organized under the laws of the state of Delaware, United States of America, with its principal place of business located at The Landmark at One Market Street, Suite 300, San Francisco, CA 94104, U.S.A. ("Assignee"). (Assignor and Assignee are collectively referred to as the "Parties" and individually referred to as "Party")

RECITALS

A. Assignor acquired certain assets of Sitemasher Corporation ("Sitemasher" and the "Sitemasher Assets"), effective as of June 4, 2010. In connection with the acquisition, Assignor and its affiliate, Assignee, are in the process of integrating the Sitemasher and salesforce.com businesses.

B. In connection with this integration, the Parties believe that it is advisable and in their best interests that (a) Assignor assigns, transfers and conveys to Assignee all of its acquired Sitemasher IP Assets (as defined below) and related obligations, subject to an exclusive and perpetual license back to Assignor to utilize, outside of the Americas and Japan ("Assignor's Territory") the Sitemasher IP (the "IP Transfer").

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

TRANSFER AND LICENSE OF IP ASSETS

Section 1.1. IP Transfer. Subject to the terms and conditions of this Agreement, including without limitation, the IP License, as of the Effective Date, Assignor hereby assigns, agrees to assign, transfers, conveys and delivers to Assignee and Assignee hereby acquires and accepts:

(a) Patents, Copyrights, Trade Secrets, Know-How, and Other Intellectual Property. All of Assignor's rights, title, and interest in and to the Sitemasher Assets, including: (i) all inventions, patents, pending applications, and patent disclosures, including all related divisions, continuations, continuing prosecution applications, continuations in part, reissues, renewals, reexaminations, and extensions thereof as relate solely to the Sitemasher Assets; (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, or other use of, the technology, software programs and related documentation owned and held by Assignor as relate solely to the Sitemasher Assets; and (iii) all copyrights, trade secrets, know-how, and any other proprietary rights and intellectual assets, registered and unregistered, owned and held by Assignor, that relate to Assignor's business operations, products, and services as relate solely to the Sitemasher Assets (collectively the "IP"), together with (iv) all the rights and privileges that inhere in such IP; and

(b) Trade names and Trademarks. All of Assignor's rights, title, and interest in all Sitemasher trade names, 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 [Picasso's] business connected with the use of and symbolized by the Marks and all the rights and privileges that inhere in such Marks (the IP and Marks are collectively referred to in this Agreement as the "Sitemasher IP Assets").

Section 1.2. Liabilities. Assignor will not transfer, and Assignee will not assume, any liabilities whatsoever as part of this Agreement, except any liabilities and obligations related to the Sitemasher IP Assets being transferred pursuant to Section 1.1 above.

Section 1.3 Further Actions.

(a) If, and to the extent that, as a matter of law in any jurisdiction, ownership, title, or any rights or interest in or to any of the Sitemasher IP Assets cannot be assigned as provided in Section 1.1 hereof (a) Assignor irrevocably agrees to assign and transfer, and hereby assigns and transfers to Assignee all rights (including, without limitation, all economic and commercialization rights) that can be assigned pursuant to Section 1.1 to the fullest extent permissible, and (b) Assignor irrevocably agrees to grant, and hereby grants, Assignee an unlimited, exclusive, irrevocable, worldwide, perpetual, royalty-free license to use, exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, any rights to Sitemasher IP Assets that cannot be assigned as contemplated by Section 1.1.

(b) In furtherance of IP Transfer contemplated by Section 1.1, Assignor and Assignee agree to execute and deliver all instruments of transfer, conveyance and assignment as, and to the extent, necessary or convenient to evidence the transfer, conveyance and assignment by Assignor to Assignee of all of Assignor's right, title and interest in and to the Sitemasher IP Assets. Assignor and Assignee contemplate that they may enter into one or more additional instruments of transfer with respect to some of the Sitemasher IP Assets to be transferred from Assignor to Assignee to the extent necessary or convenient to comply with local legal or filing requirements.

Section 1.4. No Representations or Warranties. Assignor and Assignee acknowledge and agree that (a) Assignor makes no representations or warranties, express or implied, as to the condition, quality, merchantability or fitness of any IP Asset transferred by it pursuant to this Agreement or otherwise, and any representations and warranties that may apply are hereby expressly disclaimed, except to the extent that such disclaimer is held to be legally invalid, in which event any representations and warranties shall apply only to the extent required not to be legally invalid (and in no event shall Assignor be liable for any claim for special, incidental, indirect or consequential damages, loss of business, revenue, profits, goodwill, use, data or other economic advantage of Assignee), (b) all such Sitemasher IP Assets are being transferred on an "as is," "where is" basis, and (c) notwithstanding the foregoing, in the event that the conveyance of any IP Asset proves to be insufficient to vest in Assignee good and marketable title to such IP Asset, free and clear of any security interest, pledge, lien, charge, claim or other encumbrance of any nature whatsoever, Assignor shall bear and be responsible for any and all costs, expenses or damages incurred by Assignee as a result of such insufficiency, *provided, however*, that in no event shall Assignor be liable for any claim for special, incidental, indirect or consequential damages, loss of business, revenue, profits, goodwill, use, data or other economic advantage of Assignee.

Section 1.5. License of Sitemasher IP Assets. Subject to the terms and conditions of this Agreement, Assignor hereby retains an unlimited, exclusive, irrevocable, perpetual and royalty-free right and license, with the right and authority to sublicense, to utilize and commercially exploit the IP and Marks in Assignor's Territory (the "IP License"). The Parties intend to revise this Agreement as necessary or appropriate to provide more detailed license terms.

Section 1.6. Ownership of Sitemasher IP Assets. The Parties acknowledge that, from and after the execution of this Agreement, Assignee is the legal owner of the Sitemasher IP Assets in any

form or embodiment thereof and is also the owner of the goodwill attached to the Sitemasher IP Assets. Assignor agrees not to do or suffer to be done any act or thing which may materially adversely affect any rights of Assignee in or to the Sitemasher IP Assets. Assignee acknowledges that Assignor has retained certain licenses and other rights to the IP and Marks, including without limitation the IP License under Section 1.5 above, and that Assignee acquires such Sitemasher IP Assets subject to such licenses and other rights.

Section 1.7. Enforcement and Maintenance of the Sitemasher IP Assets. The Parties acknowledge and agree that IP Transfer hereunder includes the assignment by Assignor to Assignee of the right to sue for or otherwise enforce past, present and future infringement claims with respect to the Sitemasher IP Assets and to freely control any such lawsuits or settlements of the same. Each Party shall incur the costs of any and all claims, suits, actions, proceedings, losses, damages, liabilities, costs and expenses arising from, or attributable to, any allegation that the use by a Party in its territory of any of the Sitemasher IP Assets in accordance with the terms and conditions of this Agreement infringes the intellectual property or proprietary rights of any third party. Likewise, each Party shall receive the amount of any recoveries or settlements arising from situations in which an unrelated party has infringed or makes a settlement with respect to alleged infringement concerning the use of the Sitemasher IP Assets in its territory. For the avoidance of doubt, Assignee shall be responsible for the maintenance of any patents or other Sitemasher IP Assets required by the U.S. Patent & Trademark Office or any other governmental or regulatory body.

ARTICLE 2 CONSIDERATION AND PAYMENTS

Section 2.1. Consideration. In consideration for the IP Transfer, Assignee shall pay to Assignor a percentage of the IP value of the Picasso Acquisition, where such percentage is equal to the ratio determined under Section 6.1 of the Parties' Fourth Amended and Restated Agreement to Share Costs and Risks of Intangibles Development as of the filing of Assignee's 2011 U.S. federal income tax return ("Purchase Price").

Section 2.2. Payment. Payment of [REDACTED] shall be made within ninety (90) days after the Effective Date. Payment or refund of any remaining or excess amount shall be made within ninety (90) days of the filing of Assignee's 2011 U.S. federal income tax return.

ARTICLE 3 MISCELLANEOUS PROVISIONS

Section 3.1. Further Assurances. The Parties 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.

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 construed, to confer any rights or benefits upon any person (including, but not limited to, any employee or former employee of any Party) other than the Parties.

Section 3.6. Successors and Assigns. This Agreement shall be binding upon and inure to the Parties and their respective successors and assigns, *provided, however*, that no Party will assign its rights or delegate its obligations under this Agreement without the express written consent of the other Parties, unless such assignment or delegation is to an affiliate of either Party, in which case, no such consent is required. Nothing in this Article shall limit in any way the rights granted to Assignee in Article 1 of this Agreement to freely control, use, enforce, further transfer (granting the acquirer the same rights), assign, license, sub-license, alter, amend, update, develop, create derivative works, or otherwise dispose of the Sitemasher IP Assets, subject to the rights of Assignor under the IP License.

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.

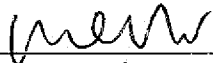
Section 3.9. Authority. Each of the Parties represents to the other that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or other action, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

SFDC INTERNATIONAL LIMITED.

SALESFORCE.COM, INC.

By: 

By: _____

Name: S. Cam

Name: _____

Title: Director

Title: _____

Date: 23 July '10

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

SFDC INTERNATIONAL LIMITED.

SALESFORCE.COM, INC.

By: _____

By:  _____

Name: _____

Name: GRAHAM V. SMITH

Title: _____

Title: EVP and CFO

Date: _____

Date: 7/26/10