

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Arendi Holding Limited	07/19/2010
RECEIVING PARTY DATA	
Name:	Arendi S.A.R.L.
Street Address:	412F, Route D'Esch
City:	Luxembourg
State/Country:	LUXEMBOURG
Postal Code:	L-1030
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	7496854
Application Number:	12182048
Application Number:	11745186
Patent Number:	6323853
Patent Number:	7272604
Application Number:	12841302
Application Number:	12963744
CORRESPONDENCE DATA	
Fax Number:	(617)443-0004
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-443-9292
Email:	dderamo@sunsteinlaw.com
Correspondent Name:	Jakub M. Michna
Address Line 1:	125 Summer Street
Address Line 2:	Sunstein Kann Murphy & Timbers LLP
Address Line 4:	Boston, MASSACHUSETTS 02110

CH \$280.00 7496854

501390541

PATENT
REEL: 025538 FRAME: 0582

NAME OF SUBMITTER:

Jakub M. Michna

Total Attachments: 7

source=DD3324Assignment#page1.tif

source=DD3324Assignment#page2.tif


source=DD3324Assignment#page3.tif

source=DD3324Assignment#page4.tif

source=DD3324Assignment#page5.tif

source=DD3324Assignment#page6.tif

source=DD3324Assignment#page7.tif

Date: July 19 ~~May~~ 2010 

US PATENT ASSIGNMENT

Between

ARENDI HOLDING LIMITED

and

ARENDI S.A.R.L

KIRKLAND & ELLIS INTERNATIONAL LLP

30 St. Mary Axe
London EC3A 8AF
Tel: +44 (0)20 7469 2000
Fax: +44 (0)20 7469 2001
www.kirkland.com

K&E 90391137.5



PATENT
REEL: 025538 FRAME: 0584

Table of Contents

	Page
1 Assignment	3
2 Further assurance	4
3 Representations and other matters	4
4 Waiver	4
5 Entire agreement.....	4
6 Variation	5
7 Severance.....	5
8 Counterparts.....	5
9 Third party rights.....	5
10 Governing law and jurisdiction	5



THIS AGREEMENT ("Agreement") is dated July 19 ~~May~~ 2010

BETWEEN

- (1) **ARENDI HOLDING LIMITED** (company registration number CR-98138) whose registered office is at Chartered Trust Services Ltd., P.O.Box 1034 GT, One Capital Place, Sheddon Road, Grand Cayman, Cayman Islands, B.W.I (the "Assignor"); and
- (2) **ARENDI S.A.R.L.** (company registration number B150837) whose registered office is at 412F, Route D'Esch, L-1030 Luxembourg (the "Assignee").

BACKGROUND

- (A) The Assignor is the owner of all rights, title and interests in the patents and patent applications set out in the Schedule (the "Patents").
- (B) The Assignor wishes to assign the Patents to the Assignee on the terms and conditions set out in this Agreement.
- (C) The Assignee may, following the assignment provided for by this Agreement, grant licences to the Patents to third parties and will actively seek licensing opportunities.

NOW IT IS AGREED AS FOLLOWS:

1 Assignment

- 1.1 In consideration of the sum of \$ [REDACTED] (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the Patents (subject to any charge, lien or encumbrance subsisting on the Patents), and in and to all and any inventions disclosed in the Patents, including:
 - (a) in respect of each and any invention disclosed in the Patents, the right to file an application (including any divisional applications based thereon), claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
 - (b) the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid; and
 - (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any past, present and future damages recovered) in respect of any infringement, or any other cause of action (including in the Proceedings (as defined below)) arising from ownership, of any of the Patents or any patents granted on any of the applications comprised in the Patents or filed as aforesaid, whether occurring before, on or after the date of this Agreement.

2 **Further assurance**

2.1 The Assignor shall and shall use all reasonable endeavours to procure that any necessary third party shall, at the Assignee's cost, execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement, including but not limited to:

- (a) registration of the Assignee as applicant for, or proprietor of, the Patents; and
- (b) assisting the Assignee in obtaining, defending and enforcing the Patents, (including in the Proceedings (as defined below)) and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Patents.

2.2 The Assignor and Assignee hereby agree that the Assignee will take over the position of the Assignor in the Proceedings (as defined below). and any and all appeals from these Proceedings, including appeals that result in remand, or resulting directly indirectly therefrom, and Assignor and Assignee hereby agree to co-operate in the execution of all necessary documents to formalize such transfer.

3 **Representations and other matters**

3.1 The Assignee confirms that it has knowledge of the proceedings in *Arendi Holding Ltd. v. Microsoft Corporation and Dell Inc.*, C.A. No. 09-119-JJF, pending in the United States District Court for the District of Delaware (the "**Proceedings**").

3.2 The Assignor acknowledges that to the best of its knowledge no proceedings other than the Proceedings are pending or threatened with respect to the Patents.

3.3 The Assignor hereby represents that it has not executed and will not execute, any agreement in conflict with this Agreement.

3.4 The Assignor hereby represents that it has the full right to convey the entire right, title and interest in the Patents.

4 **Waiver**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

5 **Entire agreement**

5.1 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

5.2 Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.



6 Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7 Severance

7.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

7.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

8 Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement. No counterpart shall be effective until each party has executed at least one counterpart.

9 Third party rights

No person other than a party to this Agreement shall have any rights to enforce any term of this Agreement.

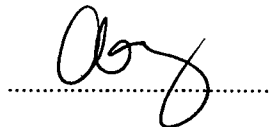
10 Governing law and jurisdiction

10.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Luxembourg.

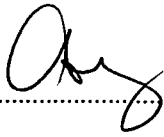
10.2 The parties irrevocably agree that the courts of Luxembourg shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

Signed by
for and on behalf of **ARENDI**
HOLDING LIMITED



Signed by
for and on behalf of **ARENDI**
S.A.R.L.


.....

Schedule

Country	Patent description	Patent/application number	Issue date/Publ. dates
USA	Method, system and computer readable medium for addressing handling from a computer program	6,323,853	November 27 2001
USA	Method, system and computer readable medium for addressing handling from an operating system	7,272,604	September 18 2007
USA	Method, system and computer readable medium for addressing handling from a computer program - continuation	7,496,854	August 6 2001/ May 9 2002
USA	Method, system and computer readable medium for addressing handling from a computer program - continuation	12/182048	December 18 2008
USA	Method, system and computer readable medium for addressing handling from an operating system - continuation	11/745,186	October 18 2007