

Form PTO-1595 (Rev. 01-09)
OMB No. 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Silicon Valley Bank
Lighthouse Capital Partners III, LLP
Turtle # Co.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 10/10/2002

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Vignette Corporation

Internal Address: _____

Street Address: 1301 S. MoPac Expressway

Suite 100

City: Austin

State: TX

Country: USA Zip: 78746

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

13/110,342 (Attorney Docket No. VIGN1560-6)

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Sprinkle IP Law Group (Cust. No. 44654)

Internal Address: _____

Street Address: 1301 W. 25th Street, Suite 408

City: Austin

State: Texas Zip: 78705

Phone Number: 512-637-9220

Fax Number: 512-371-9088

Email Address: _____

6. Total number of applications and patents involved: 1**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number: 503183

Authorized User Name: Katharina W. Schuster

9. Signature:

Katharina W. Schuster
Signature

July 26, 2011
Date

Katharina W. Schuster (Reg. No. 50,000)
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT

700468229

REEL: 026662 FRAME: 0154

CH \$40.00 503183 13110342

SECURED PARTY'S BILL OF SALE

For good and valuable consideration, and in consideration of Seven Hundred Thousand and 00/100 Dollars (\$700,000.00), the receipt and sufficiency of which are hereby acknowledged, **SILICON VALLEY BANK**, a California chartered bank with a principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 ("**SVB**"), Servicing Agent (in such capacity the "**Secured Party**") for itself, **LIGHTHOUSE CAPITAL PARTNERS III, LLP** ("**Lighthouse**") with a principal place of business at 500 Drake's Landing Road, Greenbrae, California 94904 and **TURTLE & CO.**, with an address at c/o Nuland & Arshad, 176 Federal Street, Boston, Massachusetts 02110 ("**Turtle**") (SVB, Lighthouse, and Turtle and collectively referred to herein as the "**Lenders**"), hereby sells, assigns, and transfers to **VIGNETTE CORPORATION**, a Delaware corporation, having an address of 1601 South MoPac Expressway, Austin, Texas 78746 (the "**Purchaser**"), solely the personal property (the "**Purchased Assets**") expressly listed on Exhibit "A", annexed hereto and incorporated herein by reference, in which the Secured Party has been granted a security interest by **REVENIO, INC.** a Delaware corporation with its principal place of business at 6 New England Executive Park, Burlington, Massachusetts 01803 (the "**Borrower**").

The Secured Party, Lenders and the Purchaser acknowledge and agree as follows:

1. In connection with this secured party's sale, the Lenders and the Secured Party, for themselves, represent solely the following:
 - (a) Neither the Secured Party nor any of the Lenders have previously sold, assigned, transferred, or encumbered any of their interest in the Purchased Assets.
 - (b) The Lenders are the current holder of the following loan documents:
 - (i) A certain Loan and Security Agreement dated February 3, 2000 (the "Loan and Security Agreement"); and
 - (ii) A certain Intellectual Property Security Agreement entered into by and among the Borrower and the Lenders dated September 6, 2002 (the "IP Security Agreement").
 - (c) Each Lender and the Secured Party has full power and authority to execute, deliver, and perform its agreements set forth herein, and the person executing and delivering this Secured Party's Bill of Sale in the name, and on behalf of each Lender and the Secured Party has been duly authorized so to do.
 - (d) To the best of the Secured Party's and Lenders' knowledge, the Borrower marketed the Purchased Assets and the terms of this Secured Party Bill of Sale are the most favorable terms of any bona fide offer received by the Borrower, the Secured Party or any of the Lenders.
 - (e) The Secured Party has a valid, enforceable and perfected security interest in the Purchased Assets which are owned by the Borrower.
 - (f) The Borrower is in default of the terms and conditions of the Loan and Security Agreement and the IP Security Agreement.

- (g) The Secured Party has sent an authenticated notification of disposition to all persons entitled to such notification, and has provided to the Purchaser copies of all communications received by the Secured Party or any of the Lenders in response to any such notification.
 - (h) The Purchaser has received from each party that has a security interest in the Purchased Assets such secured party's written authorization of the disposition of the Purchased Assets pursuant to this Secured Party's Bill of Sale free and clear of all claims, liens, encumbrances, liabilities, judgments, pledges, security interests, charges and restrictions of such secured party.
2. With the sole exception of the representations made in Paragraph 1 above, this secured party's sale is made **WITHOUT** any representations or warranties whatsoever by the Secured Party or the Lenders, whether expressed, implied, or imposed by law. Without limiting the generality of the foregoing total exclusion of representations and warranties, **THIS SECURED PARTY'S SALE IS MADE WITHOUT ANY WARRANTY OF MERCHANTABILITY AND WITHOUT ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE, THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE IN THIS DISPOSITION.**
 3. This secured party's sale is further made without any representations or warranties by the Secured Party or the Lenders as to the priority of the Secured Party's liens on and security interests in the Purchased Assets, or the ownership of, rights in, location of, or access to, or any other matter concerning, the Purchased Assets. The Purchaser acknowledges and agrees that the Secured Party is not selling any items of leased property or other items in the possession of the Borrower, but not owned by the Borrower (regardless of whether said items are included on Exhibit "A").
 4. The Purchaser further warrants and represents that the Purchaser (i) has made its own independent investigation and evaluation as to the nature and sufficiency of the Purchased Assets and the status of title to the Purchased Assets, (ii) is acquiring the Purchased Assets **AS IS** and **WHERE IS**, (iii) has entered into this transaction after consultation with independent counsel of the Purchaser's own selection, (iv) is not relying upon any representation or warranty of the Secured Party or the Lenders in consummating this transaction (with the sole exception of the representations made by the Lenders in Paragraph 1 above), and (v) shall be responsible for the removal of the Purchased Assets from their current location, and shall be solely responsible for all costs and expenses associated therewith.
 5. Upon delivery of this Secured Party's Bill of Sale, all risk of loss with respect to the Purchased Assets shall transfer to the Purchaser. The Purchaser further acknowledges and agrees that by accepting this Secured Party's Bill of Sale, the Purchaser has received all of the Purchased Assets to be transferred hereunder and that the Secured Party has performed all and singular its obligations to the Purchaser in connection with this transaction.
 6. The Purchaser's sole and exclusive remedy, both at law and in equity, for any breach of this Secured Party's Bill of Sale by the Secured Party shall be limited to the refund of all or a portion, as may be appropriate, of the purchase price actually paid by the Purchaser to the Secured Party.

7. To the extent that any sales, use or other taxes, whether federal, state or otherwise, are levied or imposed by reason of the transaction contemplated hereby, the Purchaser hereby acknowledges and agrees that the Purchaser shall, in addition to all other amounts payable hereunder, pay all of such taxes, and hereby indemnifies the Secured Party and the Lenders against, and holds the Secured Party and the Lenders harmless from, any and all losses, claims, and liabilities and related expenses incurred by or arising of any obligation to collect and/or to remit any taxes or charges which may be applicable to the transaction contemplated hereby.
8. The Purchaser warrants and represents that the Purchaser has full power and authority to execute, deliver, and perform its agreements set forth herein, and the person executing and delivering this Secured Party's Bill of Sale in the name, and on behalf of the Purchaser has been duly authorized so to do.
[remainder of this page intentionally left blank]

This Secured Party's Bill of Sale shall be governed by and construed in accordance with the internal law of The Commonwealth of Massachusetts (without regard to conflicts of laws principles) and is intended to take effect as a sealed instrument.

Executed this ____ day of October, 2002, as a sealed instrument.

SILICON VALLEY BANK
as Secured Party and Lender

By: _____
Name: _____
Title: _____

LIGHTHOUSE CAPITAL PARTNERS III, LLP
as Lender

By: _____
Name: _____
Title: _____

TURTLE & CO
as Lender

By: _____
Name: _____
Title: _____

Acknowledged, accepted, and agreed on the terms set forth herein:

VIGNETTE CORPORATION

By: _____
Name: _____
Title: _____

736354.4

10-15-02 11:27 From-Riemer & Braunstein LLP

8178803456

T-930

P.012/016

F-562

FAX NO. 16178694098

P. 04

This Secured Party's Bill of Sale shall be governed by and construed in accordance with the internal law of The Commonwealth of Massachusetts (without regard to conflicts of laws principles) and is intended to take effect as a sealed instrument.

Executed this 10th day of October, 2002, as a sealed instrument.

SILICON VALLEY BANK
as Secured Party and Lender

By: *Laura M. Scott*
Name: Laura M. Scott
Title: Vice President

LIGHTHOUSE CAPITAL PARTNERS III, LLP
as Lender

By: _____
Name: _____
Title: _____

TURTLE & CO
as Lender

By: _____
Name: _____
Title: _____

Acknowledged, accepted, and agreed on the terms set forth herein:

VIGNETTE CORPORATION

By: _____
Name: _____
Title: _____

765513

10-15-02 11:27 From-Riemer & Braunstein LLP
 10/10/2002 THU 07:05 FAX

6178803456 T-330 P.013/018 F-562
 FAX NO. 16178684088

P. 02
 40002/003

10-09-02 WED 06:17 PM

FAX NO.

P. 05/08

10-09-02 13:43 From-Riemer & Braunstein LLP

1178803456

T-215 P.008/008 F-434

This Secured Party's Bill of Sale shall be governed by and construed in accordance with the
 Internal law of The Commonwealth of Massachusetts (without regard to conflicts of laws principles)
 and is intended to take effect as a sealed instrument.

Executed this ____ day of October, 2002, as a sealed instrument.

LIGHTHOUSE CAPITAL PARTNERS III, L.P.

By: LIGHTHOUSE MANAGEMENT
 PARTNERS III, L.L.C., its general partner

By: Thomas Canady

Name: Thomas Canady

Title: General Partner

SILICON VALLEY BANK
 as Secured Party and Lender

By: _____
 Name: _____
 Title: _____

LIGHTHOUSE CAPITAL PARTNERS III, L.P.
 as Lender

By: _____
 Name: _____
 Title: _____

TURTLE & CO
 as Lender

By: _____
 Name: _____
 Title: _____

Acknowledged, accepted, and agreed on the terms set forth herein:

VIGNETTE CORPORATION

By: _____
 Name: _____
 Title: _____

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10/10/02 THU 14:37 [TX/RX NO 59611]

PATENT
 REEL: 026662 FRAME: 0160

10-15-02 11:28 From-Riemer & Braunstein LLP

8178803456

T-330 P.014/018 F-562

FAX NO.

P. 02

FROM : HILLAND-ARMAND INC

PHONE NO. : 517 261 1529

Oct. 12 2002 03:03PM P2

FROM : HILLAND-ARMAND INC
007-08-02 WED 05:13 PM

PHONE NO. : 517 261 1529

Oct. 12 2002 03:03PM P12

FAX NO.

P. 05

12-01-01 18:43 From-Riemer & Braunstein LLP

8178803456

T-330 P.014/018 F-562

The Signed Party's Bill of Sale shall be governed by and construed in accordance with the
internal law of the Commonwealth of Massachusetts (without regard to conflicts of laws principles)
and is intended to take effect as a sealed instrument.

Witnessed this _____ day of October, 2002, as a sealed instrument.

BEIJON VALLEY BANK
as Secured Party and Lender

By: _____
Name:
Title:

LIGHTHOUSE CAPITAL PARTNERS II, LLP
as Lender

By: _____
Name:
Title:

TUTTLE & CO. *Tuttle & Co.*
as Lender

By: *M. J. [Signature]*
Name:
Title:

Acknowledged, accepted, and agreed on the terms and for the reasons
set forth herein.

VIGORITE CORPORATION

By: _____
Name:
Title:

Witness

Page 4 of 5

10/11/02 FRI 14:01 [TX/RX NO 7671]

PATENT
REEL: 026662 FRAME: 0161

EXHIBIT "A" TO A CERTAIN SECURED PARTY'S BILL OF SALE
DATED OCTOBER 15, 2002, BY AND AMONG
SILICON VALLEY BANK, LIGHTHOUSE CAPITAL PARTNERS III, LLP, TURTLE & CO.
AND VIGNETTE CORPORATION

Pursuant to the Bill of Sale the parties agree to assign the following values to the intangible and tangible assets listed below:

Intangible Assets (Valued at \$699,900)

- All right, title, and interest (excluding any amounts payable) in and relating to all software, including object and source code, related to past, current, and future versions of Revenio products, including without limitation (i) Dialog; (ii) Messenger; (iii) Traffic Cop; (iv) any other released or unreleased Revenio product; (v) any product prototype, unfinished products, and products under development; and (vi) any custom-built or generic products, applications or other software for use with any of (i)-(v); all of the above collectively referred to as the "Products;"
- All right, title, and interest (excluding any amounts payable) in and relating to all build, install and test scripts, code, and software used to build, install, and test the Products;
- All right, title, and interest (excluding any amounts payable) in and relating to all test specifications for the Products;
- All right, title, and interest (excluding any amounts payable) in and relating to all services or pre-sales code used to for demos at customer engagements or to implement customers;
- All right, title, and interest (excluding any amounts payable) in and relating to any other software, including object and source code, developed by or assigned to Revenio, and any related documentation;
- All right, title, and interest in and relating to all patents (including without limitation additions, continuations, continuations-in-part, divisionals, re-issues, extensions based thereon and all rights to apply for foreign patents based thereon), patent applications, provisional patent applications, copyrights, copyright applications, technology, and know-how developed by, issued to, filed by, or assigned to Revenio, including without limitation the entire right, title and interest relating to: (i) the U.S. patent application entitled "Method and system for facilitating marketing dialogues", with inventors Brian Reistad, William D. Snapper, Andrew C. Payne, and James Campbell, filed July 24, 2000 (serial number 09/621,913); (ii) the PCT counterpart to the application in (i) filed July 6, 2001 (ser. no. PCT/US01/21664); (iii) the U.S. Patent application entitled "Method and system for managing message pacing", with inventor Brian Reistad, filed July 24, 2000 (serial number 09/621,719); and (iv) the PCT counterpart to the application in (iii) filed July 6, 2001 (ser. no. PCT/US01/21403);
- All intellectual property rights in and related to any of the above, and all claims, known or unknown, related to the infringement of such intellectual property rights, including without limitation claims for past infringement; and
- All other intellectual property rights of Revenio that are subject to the IP Security Agreement.

Tangible Assets (Valued at \$100)

- All Product documentation files for books, on-line help, etc.;
- All Sales and Marketing collateral associated with any of the Products;
- All product planning documents associated with new products that would utilize the functionality of Revenio Dialog; and
- Any tangible media used to facilitate the delivery of the assets listed above.