

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Nicolas Draca	07/27/2007
Eric Duchene	07/27/2007
RECEIVING PARTY DATA	
Name:	Infoblox Inc.
Street Address:	4750 Patrick Henry Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054-1851
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12085653
CORRESPONDENCE DATA	
Fax Number:	(408)973-2595
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	408-973-2585
Email:	vpula@ip-patent.com
Correspondent Name:	Van Pelt, Yi & James LLP
Address Line 1:	10050 N. Foothill Blvd.
Address Line 2:	Suite 200
Address Line 4:	Cupertino, CALIFORNIA 95014
ATTORNEY DOCKET NUMBER:	INFOP025
NAME OF SUBMITTER:	Linna R. Chen

CH \$40.00 12085653

Total Attachments: 19
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Dated July 27, 2007

NICOLAS DRACA / ERIC DUCHENE

and

INFOBLOX BELGIUM BVBA

INTELLECTUAL PROPERTY SALE AGREEMENT

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THIS AGREEMENT (hereinafter referred to as "**Agreement**") is made on July 27, 2007 (hereinafter referred to as "**Signing Date**"),

BETWEEN:

(1) Nicolas Draca, born December 28, 1973 in Thionville (57), France, residing at 52 rue de Mittelhausbergen - 67370 Dingsheim, France (hereinafter referred to as "**Nicolas Draca**")

and

Eric Duchêne, born on February 20, 1973 in Epinal (88), France, residing at 10 allée de l'Observatoire - 54520 Laxou, France (hereinafter referred to as "**Eric Duchêne**")

Nicolas Draca and Eric Duchêne (hereinafter collectively referred to as "**Sellers**") are and shall remain jointly and severally liable toward the Buyer for the performance of this Agreement.

And

(2) INFOBLOX BELGIUM BVBA whose registered office is at E. Banningstraat 41-47, 2000 Antwerp, Belgium, represented by Mark SMITH (hereinafter referred to as "**Buyer**").

IN THE PRESENCE OF:

(3) INFOBLOX Inc., a company incorporated and existing under the laws of the State of Delaware (USA) having its registered office at Santa Clara, CA 95054, USA, 4750 Patrick Henry Drive, represented by Robert Thomas

(hereinafter referred to as "**Infoblox US**").

The Sellers and the Buyer are hereinafter individually referred to as "**Party**" and collectively as "**Parties**":

RECITALS

- (A) The Sellers, via the company IPANTO SAS whose registered office is at 10 avenue Molière – Centre d’Affaires Athéna – 67200 Strasbourg (France) (hereinafter referred to as “IPANTO”), are involved in the Business (as defined below).
- (B) As a consequence of their involvement in the Business, the Sellers have made an invention covered by patent applications filed by IPANTO in the name of IPANTO although the rights to the patents of the Sellers - notably under article 60 of the European Patent Convention, but not limited to it - have not been assigned or otherwise transferred to IPANTO.
- (C) Similarly, the Sellers were involved in developing software distributed by IPANTO although the copyrights on this software resulting from the Sellers’ developments have not been assigned or otherwise transferred from the Sellers to IPANTO.
- (D) Thus, the Sellers have agreed to sell, and the Buyer has agreed to purchase notably the mentioned copyrights and rights to the patents and more generally the Intellectual Property and the Know how of the Sellers as defined in this Agreement;
- (E) The Sellers, as part of the consideration for this sale, will be issued shares in Infoblox Inc., a Delaware corporation and Buyer’s stockholder (“Infoblox US”), and thereafter intend to work exclusively with the Buyer or Infoblox US (in their capacity as shareholders and employees) to expand the Business.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

Business means the business whose activity is the creation, development, distribution, installation, maintenance and documentation of software in relation with management of IP addresses, DNS servers and/or DHCP servers;

Consideration Cash means the amount of money which is paid to the Sellers and to Jacques BAUDOIN by the Buyer;

Confidential Information means all information relating to this Agreement, or the Business, all of the Sellers’ Know-how and all of the Seller’s Intellectual Property that is not in the public domain;

Consideration Shares means 230,000 fully paid shares of common stock of Infoblox US representing, on the Signing Date, approximately 0.226% of the issued and outstanding shares of Infoblox US (assuming full conversion and exercise of all convertible and exercisable securities of Infoblox US outstanding on the Signing Date);

Control means the power of a person to secure that the affairs of any body corporate are conducted in accordance with the wishes of that person:

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- (a) by means of the direct or indirect holding of shares, or the possession of voting power, in or in relation to that or any other body corporate; or
- (b) by having the power to appoint the majority of the board of directors or other governing body of that body corporate; or
- (c) by virtue of any powers conferred by the articles of association, or any other document, regulating that or any other body corporate;

Copyrights means all copyrights owned by the Sellers pertaining to the Software (including without limitation whatsoever the registered copyrights referenced in Schedule 4 for the whole world and for the duration of the corresponding copyright protection);

Encumbrance means any claim, charge, mortgage, security, lien, option, equity, power of sale, hypothecation or other third party rights;

Intellectual Property means the Copyrights, the part of the Source Codes belonging to the Sellers and the Patent Rights (and any patents issuing worldwide with a claim of priority to any such patents or applications) including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations and all other intellectual property owned by the Sellers, which at or before the Signing Date is used or enjoyed or capable of being used or enjoyed by the Sellers or IPANTO in connection with the Software or the Business;

Intellectual Property Assets means the Intellectual Property and the Sellers' Know-how;

Know-how means trade secrets, confidential industrial and commercial information and techniques in any form (including paper, electronically stored data, magnetic media, film and microfilm) including (without limiting the foregoing) drawings, formulae, test results, reports, project reports and testing procedures, shop practices, instruction and training manuals, tables of operating conditions, market forecasts, specifications, quotations, tables, lists and particulars of customers and suppliers, marketing methods and procedures, show-how and advertising copy;

Patent Rights means any and all rights owned or controlled by the Sellers on the date of this Agreement pertaining to (a) the patent applications referred to in Schedule 2 or (b) any other patents, patent applications, inventions, ideas and discoveries, whether or not patentable, belonging to the Sellers and that relate to the Software or Business;

Price means the Consideration Shares which are remitted and the Cash which is paid to the Sellers and to Jacques BAUDOIN, by the Buyer and by INFOBLOX INC, as for specifically the Consideration Shares;

Sellers' Know-how means all rights and interest owned by the Sellers in Know-how, which at or before the Signing Date is used or enjoyed or capable of being used or enjoyed by the Sellers or IPANTO in connection with the Business, Software or the Patents Rights;

Signing Date means the date upon which this Agreement is executed by the Sellers and the Buyer and the Consideration Cash is paid to the Sellers and to Jacques BAUDOIN;

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Software means all software programmes and applications and all underlying and related source and object codes marketed by Ipanto SAS or used in the Business at the date of this Agreement, including, without limitation, the software called IPANTO SUITE, IPANTO IP DISCOVERY and IPANTO LITE briefly described in Schedule 3 as well as any related and derivative software;

Software Documentation means the instruction manuals user guides and other documentation required to understand, develop and utilise the Software;

Source Code means the computer program of the Software in human readable form such as is normally used to enable modifications to be made to it (including, but not limited to, comments and procedural code such as job control language and scripts to control compilation and installation) together with the associated documentation necessary for use of such Source Code;

Taxation or Tax means all forms of taxation whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies (including without limitation social security contributions and any other payroll taxes), whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise) and in respect of any person and all penalties, charges, costs and interest relating thereto;

Warranties means the warranties set out in Schedule 1.

2. SALE AND PURCHASE

- 2.1 On the Signing Date, the Sellers shall sell and the Purchaser shall purchase with the benefit of the several representations, warranties and undertakings contained in this Agreement the Intellectual Property Assets.
- 2.2 The Parties agree that ownership of the Intellectual Property Assets shall be transferred to the Buyer by means of this Agreement and that this transfer shall be deemed to occur on the Signing Date.
- 2.3 The Sellers agree to sign simultaneously or subsequently to the execution of this Intellectual Property Sale Agreement any document required for allowing the Buyer to register the transfer of the Intellectual Property Assets with any office or registrar, the Buyer undertaking to carry out the required steps for such registration.

3. CONSIDERATION

- 3.1 The consideration for the sale and purchase of the Intellectual Property Assets shall be:

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a) Consideration Shares:

Promptly (within a month) after the Signing Date, the Sellers shall be issued the Consideration Shares (230 000) as set forth below.

The Consideration Shares shall be subject to the terms and restrictions of the Stock Purchase Agreement provided by Infoblox Inc. Issuance of the Consideration Shares to each recipient shall be conditioned upon Infoblox Inc.'s receipt of the Stock Purchase Agreement executed by the recipient.

The Consideration Shares shall be shared between the Sellers on the following basis.

Each of the Sellers hereby transfers and assigns his right to receive 21,000 of the Consideration Shares (a total aggregate of 42,000 Consideration Shares) to Jacques Baudouin, and each of the Sellers hereby directs the Buyer and Infoblox US to issue such Consideration Shares to Jacques Baudouin.

As a result of the foregoing,

Nicolas Draca shall receive:

94,000 Consideration Shares

Eric Duchêne shall receive:

94,000 Consideration Shares

Jacques Baudouin shall receive:

42,000 Consideration Shares

b) Consideration Cash: the Buyer shall pay US\$540.000 as set forth below:

The Consideration Cash shall be shared between the Sellers on the following basis.

Each of the Sellers hereby transfers and assigns his right to receive US\$18.000 (a total aggregate of US\$36.000) of the Consideration Cash to Jacques Baudouin, and each of the Sellers hereby directs the Buyer to pay such Consideration Cash directly to Jacques Baudouin.

As a result of the foregoing,

Nicolas Draca shall be paid US\$252.000

Eric Duchêne shall be paid US\$252.000

Jacques Baudouin shall be paid US\$36.000

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3.2 Payment of the amount due under clause 3.1 b) shall be made on or within 3 days after the Signing Date, subject to the execution (i) by Nicolas Draca of the Infoblox Stock Issuance Agreement attached hereof in Schedule 5 on the date hereof and (ii) by Eric Duchêne of the Infoblox Stock Issuance Agreement attached hereof in Schedule 6 on the date hereof.

4. TAX

4.1 The Sellers shall make available to the Buyer all information reasonably required by the Buyer for the calculation, settlement or resolution of any matters relating to any Taxes. Each of the Parties shall consult with the other before agreeing with the relevant authorities any assessment to Tax in respect of the Intellectual Property Assets.

4.2 In the event that any Tax is payable by the Buyer in respect of the purchase of the Intellectual Property Assets, the Buyer shall be liable for the amount of that Tax. In the event that any Tax is payable by the Sellers in respect of the sale of the Intellectual Property Assets, the Sellers shall be liable for the amount of that Tax.

4.3 Seller shall be responsible for the payment of any Taxes which Seller is required to pay by law ("Seller Taxes") and Seller shall fully indemnify and hold Buyer harmless with respect to any liabilities relating to Seller Taxes.

5. REPRESENTATIONS AND WARRANTIES

5.1 In relation to the Warranties:

- (a) in consideration of the Buyer agreeing to enter into this Agreement the Sellers warrants to the Buyer as set forth in the Warranties; and
- (b) the Sellers acknowledge that the Buyer has relied on the Warranties in entering into this Agreement and that such Warranties were essential.

5.2 No information relating to the Intellectual Property Assets of which the Buyer has knowledge (actual or constructive) other than that contained in this Agreement and no investigation by or on behalf of the Buyer's shall prejudice any claim by the Buyer under the Warranties or reduce any amount recoverable there under.

5.3 Each of the Warranties shall be construed as a separate warranty, and (unless expressly provided to the contrary) shall not be limited by the terms of any of the other Warranties or by any other term of this Agreement.

5.4 The Sellers shall not be liable in respect of a claim for breach of a Warranty unless it has been given written notice of the claim in accordance with this Agreement by not later than 5.00pm on the seventh anniversary of the Signing Date. *MS*

- 5.5 In the case of fraud, wilful misconduct gross negligence or fraudulent concealment by the Sellers giving rise to a claim pursuant to the Warranties, the Sellers' liability in respect of such claim shall not be limited as set out in clause 5.4.
- 5.6 The Sellers shall give to the Buyer all such information and documentation as the Buyer shall reasonably require to enable it to satisfy itself as to whether there has been any breach of the Warranties or any indemnity contained herein.
- 5.7 All sums payable by the Sellers under this clause 5 shall be paid free and clear of all Tax unless the deduction or withholding is required by law, in which event the Sellers shall pay such additional amounts as shall be required to ensure that the net amount received and retained the Buyer (after Tax) will equal the full amount which would have been received and retained by it had no such deduction or withholding been made and/or no such liability to Tax been incurred by the Buyer.
- 5.8 Except as set forth in this Agreement, the Sellers do not make any other warranties and expressly disclaim any warranties implied by Law.

6. **INDEMNITY**

The Sellers agrees with and undertakes to the Buyer to indemnify and hold the Buyer and any of its affiliated companies, representatives and employees harmless from and against any and all costs (including, without limitation, legal costs and registration or administrative costs or fees), liabilities, losses, expenses and claims whatsoever incurred by the Buyer and/or any of its affiliated companies, representatives and employees arising out of (i) any third party intellectual property infringement claims based on the Intellectual Property Assets of which the Purchaser receives written notice within one (1) year after the Signing Date, provided that Sellers' obligation shall not exceed the then current value of the Consideration Shares issued to Eric Duchêne and Nicolas Draca and/or (ii) the Sellers' breach of clause 7.

7. **CONFIDENTIAL INFORMATION**

The Sellers shall:

- (a) not use or disclose to any person Confidential Information; and
- (b) procure that none of their connected persons or any director, officer or employee or adviser or agent of any person connected with them shall use or disclose to any person Confidential Information; and
- (b) prevent the use or disclosure of Confidential Information by any such person.

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8. **ASSIGNMENT**

This Agreement is personal to the Parties and accordingly no Party without the prior written consent of the other shall assign or transfer this Agreement, except that the Buyer may assign this Agreement without consent to any corporate affiliate of the Buyer.

9. **COSTS**

Unless expressly otherwise provided in this Agreement, each of the Parties shall bear their own legal, accountancy and other costs, charges and expenses connected with this Agreement and any obligations hereunder.

10. **GOVERNING LAW**

10.1 This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) shall be governed by and construed in accordance with French law.

10.2 Each of the Parties to this Agreement irrevocably agrees that the *Tribunal de Grande Instance* of Paris (France) shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this Agreement (respectively, "**Proceedings**" and "**Disputes**"), excluding any claims brought under specifically the Stock Purchase Agreement.

11. **GENERAL**

11.1 Each Party acknowledges and agrees with the other Party that:

- (a) this Agreement together with any other documents referred to in this Agreement (together the "**Transaction Documents**") constitutes the entire and only agreement between the Parties relating to the subject matter of the Transaction Documents;
- (b) its has not been induced to enter into any Transaction Document in reliance upon, nor has it been given, any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in the Transaction Documents and, to the extent that any of them have been, it unconditionally and irrevocably waives any claims, rights or remedies which any of them might otherwise have had in relation thereto;

PROVIDED THAT the provisions of this clause 11 shall not exclude any liability which any of the Parties would otherwise have to any other party or any right which any of them may have in respect of any statements made fraudulently by any of them prior to the execution of this Agreement or any rights which any of them may have in respect of fraudulent concealment by any of them.

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- 11.2 A waiver of any term, provision or condition of, or consent granted under this Agreement shall be effective only if given in writing and signed by the waiving or consenting Party and then only in the instance and for the purpose for which it is given. No failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by law.
- 11.3 This Agreement may be varied only by a document signed by each of the Buyer and the Sellers.
- 11.4 If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction:
- (a) the validity, legality and enforceability under the law of that jurisdiction of any other provision; and
 - (b) the validity, legality and enforceability under the law of any other jurisdiction of that or any other provision,
- shall not be affected or impaired in any way.

12. **NOTICES**

- 12.1 Any notice, demand or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and shall be delivered personally or sent by fax or prepaid first class post (air mail if posted to or from a place outside France):

In the case of the Sellers to:

Address 52 rue de Mittelhausbergen - 67370 Dingsheim,
France

Attention: Nicolas Draca

And to

Address 10 allée de l'Observatoire - 54520 Laxou, France

Attention: Eric Duchêne

In the case of the Buyer to:

Address: 4750 Patrick Henry Drive
Santa Clara, CA 95054 USA

Attention: Business Manager, Infoblox Belgium

And to

Address 4750 Patrick Henry Drive
Santa Clara, CA 95054 USA

Attention: Legal

and shall be deemed to have been duly given or made as follows:

- (a) if personally delivered, upon delivery at the address of the relevant Party;

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- (b) if sent by first class post, five (5) business days after the date of posting;
- (c) if sent by a recognised international courier with confirmation of delivery, two business days after the date of posting; and
- (d) if sent by fax, when despatched with confirmation of receipt;

provided that if, in accordance with the above provisions, any such notice, demand or other communication would otherwise be deemed to be given or made after 5.00 p.m. on a business day such notice, demand or other communication shall be deemed to be given or made at 9.00 a.m. on the next business day.

12.2 A Party may notify the other Party of a change to its name, relevant addressee, address or fax number for the purposes of clause 12.1 provided that such notification shall only be effective on:

- (a) the date specified in the notification as the date on which the change is to take place; or
- (b) if no date is specified or the date specified is less than five business days after the date on which notice is given, the date falling five business days after notice of any such change has been given.

13. FURTHER ASSURANCE AND LICENCE

13.1 On and after completion of the sale and purchase, the Sellers shall forthwith upon request from the Buyer and at the expense of the Buyer execute and do all such deeds, documents, assurances, acts and things as the Buyer may reasonably require for vesting in the Buyer any of the Assets or full title to the Business and for giving to the Buyer the full benefit of this Agreement.

13.2 As from the Signing Date if any of the Intellectual Property Assets is not properly vested in the Buyer, the Sellers shall be deemed to have held it in trust for and for the benefit of the Buyer. Until the date upon which the Intellectual Property Assets are vested in the Buyer the Sellers shall be deemed to have granted the Buyer an exclusive, perpetual, irrevocable, royalty free licence (with the right to sub licence) to exploit, develop, licence, commercialise and otherwise use the Intellectual Property Assets (or any of them) any where in the world.

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14. COUNTERPARTS

This Agreement may be executed in any number of counterparts which together shall constitute one agreement. Either Party may enter into this Agreement by executing a counterpart and this Agreement shall not take effect until it has been executed by both Parties.

IN WITNESS whereof this Agreement has been executed on the date first above written.

Signed by:

Nicolas Draca

Signed by:

Erich Duchêne

Signed by:

Mark Smith
Business Manager

for and on behalf of INFLOBLOX BELGIUM BVBA

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Schedule 1

WARRANTIES

1. All of the Copyrights and Patent Rights (whether registered or not) and all Sellers' Know-how:
 - (i) is legally and beneficially owned by the Sellers;
 - (ii) is not, to the Sellers' knowledge at the Date of Signing, being infringed or attacked or opposed by any person;
 - (iii) is not subject to any licence or authority granted by the Sellers in favour of any third party, with the exception of the use made thereof by IPANTO as well as the right to use the Software granted to the clients of IPANTO;
 - (iv) is not, to the Sellers' knowledge, subject to any Encumbrance.
2. The Sellers are not aware that the use of any of the Intellectual Property Assets would infringe the intellectual property of any other person.
3. No proceedings or claims have been brought against the Sellers nor written complaints made to the Sellers by any third party or competent authority in relation to the Intellectual Property Assets and the Sellers are not aware of any reasonable basis for such proceedings or claims.
4. The Sellers are not subject to any injunction, undertaking or court order or order of any other authority of competent jurisdiction not to use or restricting the use of any of the Intellectual Property Assets.
5. The Sellers have not entered into any confidentiality or other agreement or are subject to any duty which restricts the free use or disclosure of any of the Intellectual Property Assets and there is no breach of any such agreement or duty.
6. All application and renewal fees and other steps required for the registration, maintenance or protection of the Patents Rights and of the registered copyrights referenced in Schedule 4 have been paid on time or taken.
7. The Sellers are not aware of patents to any of the Intellectual Property Assets registered or used by any person with the exception of IPANTO in the same or a similar business to that of the Sellers or IPANTO in any country in which the Sellers have registered its Intellectual Property;
8. The Sellers have not made any confidential information relating to the Business available to any person other than the employees and advisers of IPANTO except pursuant to written agreements

requiring the recipients to maintain confidentiality of such information and restrict the use thereof.

9. The Sellers' Know-how and Intellectual Property Assets were created without breach of any agreement, arrangement or obligation of confidence.
10. The Intellectual Property Assets represent all the Intellectual Property and Know-how owned by the Sellers that is related to or useful in the Business.
11. The Sellers have received expert advice that the Patent Rights that are currently applications are likely to be granted subject to the modifications required during prosecution. To the Sellers' knowledge without conducting any special investigation, the patents that might result from the Patent Rights would be valid.
12. The Sellers have the authority to execute, deliver and perform this Agreement and each other document or agreement delivered hereunder or thereunder. This Agreement constitutes a valid and binding obligation on the Sellers, enforceable in accordance with its terms. The execution and delivery by the Sellers of this Agreement, the completion of the transaction contemplated hereby and the fulfilment and compliance with the terms hereof by each of them do not and shall not:
 - (i) Conflict with or result in a breach of the terms, conditions or provisions of; or
 - (ii) Constitute a default under; or
 - (iii) Result in the creation of any Encumbrance over their interest in; or
 - (iv) Give any third party the right to modify or terminate any obligation under; or
 - (v) Result in any violation of; or
 - (vi) Require any authorisation, consent, approval, exemption or other action by or notice to any court or administrative or governmental body or regulatory authority pursuant to;the Intellectual Property Assets, or any law, statute, rule or regulation to which any of the Sellers is subject, or any agreement, instrument, order, judgment or decree to which the Sellers are subject.
13. All information relating to the transactions contemplated by this Agreement and given by the Sellers (or any person acting under the direction of the Sellers) to the Buyer (or its advisers, consultants or agents) was, when given and is today, true and accurate in all material respects and not misleading in any material respect.
14. The Sellers are not aware of anything concerning the Intellectual Property Assets which would, or which could reasonably be expected to, materially influence the Buyer's decision to purchase the Intellectual Property Assets.

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15. Complete and accurate particulars are set out in Schedules 2, 3 and 4 of all registered Intellectual Property to which pertains the rights of the Sellers.
15. The Sellers have not previously transferred or licensed to any third party (other than to Ipanto SAS) any intellectual property rights relating to the Software or Business.

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Schedule 2

PATENT APPLICATIONS

- Patent application no. EP1791293
- Patent application no. WO2007062826

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Schedule 3

SOFTWARE

All versions of Ipanto Suite – software and technology for IP address management and administration of DNS and DHCP servers

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Schedule 4

COPYRIGHTS

Registration with US Copyright Office registration of Ipanto Suite filed 26 February 2007 by Eric
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Schedule 5

INFOBLOX STOCK ISSUANCE AGREEMENT
(Nicolas Draca)

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