

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Sand Technology Inc.	10/06/2011
RECEIVING PARTY DATA	
Name:	Informatica Software, Limited
Street Address:	100 Cardinal Way
City:	Redwood City
State/Country:	CALIFORNIA
Postal Code:	94063
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7243110
Application Number:	11746583
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	358838.20011
NAME OF SUBMITTER:	Jason Lee
Total Attachments: 5 source=2011-Nov-02-Patent Assignment-Informatica#page1.tif source=2011-Nov-02-Patent Assignment-Informatica#page2.tif source=2011-Nov-02-Patent Assignment-Informatica#page3.tif source=2011-Nov-02-Patent Assignment-Informatica#page4.tif source=2011-Nov-02-Patent Assignment-Informatica#page5.tif	

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment") is entered into as of October 4, 2011 (the "Effective Date"), by and between SAND TECHNOLOGY INC., a corporation under the *Canada Business Corporations Act* having an address at 4115 Sherbrooke Street W., Suite 500, Westmount, Quebec, H3Z 1B1 (the "Assignor"), and INFORMATICA SOFTWARE, LIMITED, a company under the laws of Nova Scotia having a registered address at 100 Cardinal Way, Redwood City, California, 94063, United States of America (the "Assignee" and, collectively with the Assignor, the "Parties").

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of the Effective Date, by and between the Parties (the "Asset Purchase Agreement"), the Assignor has conveyed, assigned, transferred, and delivered to the Assignee, and the Assignee has acquired and accepted from the Assignor, all of the Assignor's right, title, and interest in and to, without limitation :

- (i) the patents listed in Schedule A ("Patents"),
- (ii) all inventions described in any of the Patents whether patentable and/or all forms of legal rights and protections that may be obtained for or may pertain to, such inventions in any country of the world ("Inventions");
- (iii) any applications for patents listed in Schedule "A" and any patent applications that claim any of the Inventions ("Patent Applications");
- (iv) all patents and patent applications sharing the priority of any Patent or Patent Application owned by the Assignor, including all continuations, continuations-in-part, divisions, patents of addition, confirmations, reissues, renewals, extensions, and equivalents or counterparts thereof anywhere in the world ("Extensions"); and
- (v) all patent, design patent, industrial design, petty patent, utility model, patent application (including any provisional patent application) and incorporated by reference by or into, cross-referenced for purposes of claiming priority by, having substantially the same specification as, and/or terminally disclaimed for or against, any Patent, Patent Application or Extension ("Related Patents and Applications").

(Collectively, the "Patents Properties.")

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Assignor hereby confirms, subject to the terms of the Asset Purchase Agreement and the license granted to Assignor, that the Assignor assigns, transfers, and conveys to the Assignee all of the Assignor's right, title, and interest in and to (1) the Patent Properties, and (2) all rights to bring an action, whether at law or in equity, for infringement or misuse of the Patent Properties against any third party, and all rights against any third party to recover damages, to recover profits, and to secure injunctive relief for all past, present, or future infringement or misuse of the Patent Properties.

AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Canadian Intellectual Property Office, and any other country's official whose duty it is to issue patents or other evidence or forms of intellectual property or industrial property protection, to issue these to the Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this assignment.

AND ASSIGNOR HEREBY covenants and agrees that Assignor will provide reasonable cooperation in the making and prosecution of any applications for patent, that the Assignee may elect to make, covering any Patent Property; in the enforcement of the Patent Properties and in the prosecution any interference or reexamination that may arise involving the Patent Properties hereby assigned; and that Assignor will execute and deliver to the Assignee any and all lawful papers that may be requested by the Assignee to carry out fully the assignment, including for any divisional, continuing, reissue, and non-US applications. Any reasonable expenses or losses (including loss of employee's time) incurred by Assignor arising from extending such reasonable cooperation, will be paid for by proper arrangement with Assignee. Notwithstanding the foregoing, Assignee shall not be required to pay Assignor any amounts associated with minor tasks such as the execution of confirmatory assignments or forms relating to the transfer of ownership or other similar tasks.

AND ASSIGNOR HEREBY covenants and agrees that Assignor has full right to convey the entire interest herein assigned and that Assignor has not executed, and will not execute, any agreement that conflicts with this assignment.

AND ASSIGNOR HEREBY further covenants and agrees that Assignor will communicate to the Assignee, its successors, legal representatives, and assigns, any facts known to it relating to the Patent Properties.

This Patent Assignment may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The Parties authorize one another to detach and combine original signature pages and consolidate them into a single identical original, and any one of such completely executed counterparts will be sufficient proof of this Assignment. Any photographic, photocopy, or similar reproduction copy of this Assignment, or any PDF file of this Assignment, or any copy of this Assignment sent by facsimile transmission, in each case with all signatures reproduced on one or more sets of signature pages, will be considered for all purposes as if it were a manually-executed counterpart of this Assignment.

In the event of any conflict between the terms of this Patent Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein.

The term "including" and its variants do not imply any limitation.

The Parties are signing this Patent Assignment as of the Effective Date.

[Signature page follows]

SAND TECHNOLOGY INC.

By: _____
Name:
Title:
Date:

On this ____ day of _____, 2011, before me personally appeared _____, to me known to be the person identified in the above assignment and who executed the foregoing instrument, and acknowledged that he/she executed same, of his own will and for the purposes set forth.

Notary Public

ACKNOWLEDGED:

INFORMATICA SOFTWARE, LIMITED

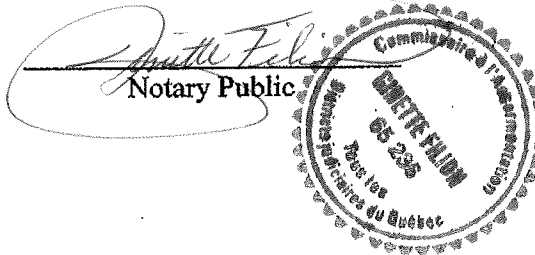
By: *Earl E. Fry*
Name: Earl E. Fry
Title: secretary, treasurer

Witness: *Katherine Haer*
Name: Katherine Haer
Title: Assistant General Counsel - Corporate Law
Date:

SAND TECHNOLOGY INC.

By: Thomas M. O'Donnell
Name: Thomas M. O'Donnell
Title: CEO
Date:

Thomas M. O'Donnell On this 6th day of October, 2011, before me personally appeared _____, to me known to be the person identified in the above assignment and who executed the foregoing instrument, and acknowledged that he/she executed same, of his own will and for the purposes set forth.



ACKNOWLEDGED:

INFORMATICA SOFTWARE, LIMITED

By: _____
Name:
Title:

Witness: _____
Name:
Title:
Date:

SCHEDULE A

Patents

U.S. PATENTS AND APPLICATIONS

Title of Invention	Patent or Publication No.	Country	Application No.	Filing Date	Issue or Publication Date
SEARCHABLE ARCHIVE	US 7,243,110 (US 2005-0187962)	United States	10/783,643	20 Feb 2004	10 Jul 2007 (25 Aug 2005)
SEARCHABLE ARCHIVE	US 2007-0266044	United States	11/746,583	09 May 2007	15 Nov 2007

NON-U.S. PATENTS AND APPLICATIONS

Title of Invention	Patent or Publication No.	Country	Application No.	Filing Date	Issue or Publication Date
SEARCHABLE ARCHIVE	AU 2005200166	Australia	AU20050200166	14 Jan 2005	12 Jun 2008
SEARCHABLE ARCHIVE	CA 2490212	Canada	CA20042490212	15 Dec 2005	12 Apr 2011
SEARCHABLE ARCHIVE	EP 1566753	Europe	EP20050250356	25 Jan 2005	24 Aug 2005
SEARCHABLE ARCHIVE	JP 4313323	Japan	JP20050044521	21 Feb 2005	22 May 2009

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