

# PATENT ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
OPEN TEXT CORPORATION	12/01/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	OPEN TEXT S.A.
<b>Street Address:</b>	26 Boulevard Royal L-2449 Luxembourg
<b>City:</b>	R.C. Luxembourg B 54.208
<b>State/Country:</b>	LUXEMBOURG
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	08912430
Application Number:	09056471
Patent Number:	6105023
Patent Number:	5950196
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)294-4700
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Correspondent Name:</b>	WINSTON & STRAWN LLP - Huu Nguyen
<b>Address Line 1:</b>	1700 K Street N.W.
<b>Address Line 2:</b>	Patent Department
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 200063817
<b>ATTORNEY DOCKET NUMBER:</b>	7663-100-(D/WARE)OTC-OTSA
<b>NAME OF SUBMITTER:</b>	ALLAN A. FANUCCI

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**PATENT**  
**REEL: 027385 FRAME: 0001**

**Total Attachments: 5**

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**ASSIGNMENT OF INTELLECTUAL PROPERTY  
FROM OPEN TEXT CORPORATION TO  
OPEN TEXT ULC  
AND  
OPEN TEXT S.A.**

This assignment agreement among OPEN TEXT CORPORATION, OPEN TEXT ULC, and OPEN TEXT S.A. is entered into as of the effective date set forth below.

**WHEREAS**, OPEN TEXT CORPORATION, a company having a place of business at 275 Frank Tompa Drive, Waterloo, ON, N2L 0A1 Canada, hereinafter referred to as ASSIGNOR, is the owner of the entire right, title and interest in the following patents and/or patent applications identified in the attached **Schedule A**.

**WHEREAS**, OPEN TEXT ULC, a Nova Scotia company having an address at c/o Open Text Corporation, 275 Frank Tompa Drive, Waterloo, ON, N2L 0A1 Canada, hereinafter referred to as ULC ASSIGNEE, is desirous of obtaining the right, title and interest in all intellectual property, including patents and patent applications and related rights under the laws of Canada and all rights to use any global intellectual property in Canada owned by ASSIGNOR and transferred pursuant to this agreement (collectively, "Canadian IP").

**WHEREAS**, OPEN TEXT S.A., a Luxembourg company having a place of business at 26 Boulevard Royal L-2449 Luxembourg, R.C. Luxembourg B 54.208, hereinafter referred to as SA ASSIGNEE, (and collectively with ULC ASSIGNEE, the ASSIGNEES) is desirous of obtaining the right, title and interest in all worldwide intellectual property, including patent and patent applications and related rights under the laws of countries other than Canada for those applicable items listed in **Schedule A** and all rights to use any global intellectual property outside of Canada owned by ASSIGNOR and transferred pursuant to this agreement, but in each case excluding any Canadian IP (collectively the "Non-Canadian IP").

**WHEREAS**, to the knowledge of ASSIGNOR, Leadingside Inc. (formerly known as Dataware Technologies Inc.), a Delaware company having a place of business at One Canal Park, Cambridge Massachusetts 02141 assigned certain assets which include the intellectual property listed in **Schedule A** to ASSIGNOR on November 21, 2000.

**NOW, THEREFORE**, in exchange for good and valuable consideration to the ASSIGNOR, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. ASSIGNOR on behalf of itself and all predecessors in interest has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said SA ASSIGNEE, its successors, legal representatives and assigns, (a) its entire right, title and interest in, to and under such intellectual property listed in **Schedule A**, including all Non-Canadian IP therein; (b) all patents or patent application, other than Canadian IP if any, claiming the benefit therefrom, including under 35 U.S.C. § 120, including all divisions, continuations, and continuations-in-part thereof; (c) all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries other than Canada, together with the right to file such applications and the right to claim for the same

the priority rights derived from said patent application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; (d) all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for the invention in any country, other than Canada, and all extensions, renewals and reissues thereof, all of the foregoing items to be held and enjoyed by the SA ASSIGNEE, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR had this sale and assignment not been made; (e) all income, royalties, damages and payments now and hereafter due or payable under or with respect to any of the foregoing, including damages and payments for past, present and future infringements of any of the foregoing; and (f) the right to sue for past, present and future infringements of any of the foregoing.

2. To the extent there exists any Canadian IP related to any items listed in **Schedule A**, ASSIGNOR on behalf of itself and all predecessors in interest, has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ULC ASSIGNEE, its successors, legal representatives and assigns, its entire right, title and interest, in, to and under such Canadian IP to ULC ASSIGNEE, including all the rights described in Section 3(b)-3(f) above.
3. ASSIGNOR, on behalf of itself and all predecessors in interest, HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Canadian Intellectual Property Office, or other foreign authorities to issue the applicable intellectual property, to the applicable ASSIGNEES, its or their successors, legal representatives and assigns, in accordance with the terms of this instrument.

*(Signature page follows)*

In witness whereof, the parties above have affixed their signatures below.

**ASSIGNOR**

OPEN TEXT CORPORATION

By: \_\_\_\_\_  
Name: Gordon Davies  
Title: Chief Legal Officer and Corporate  
Secretary of Open Text Corporation  
Date: Dec 1, 2011

**SA ASSIGNEE**

OPEN TEXT S.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Managing Director, Open Text S.A.  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Managing Director, Open Text S.A.  
Date: \_\_\_\_\_

**ULC ASSIGNEE**

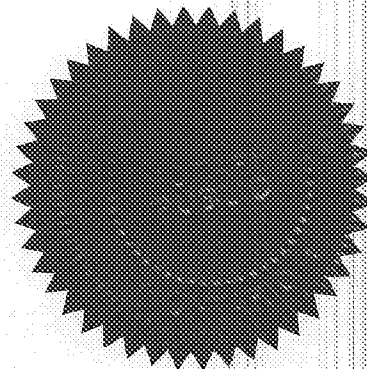
OPEN TEXT ULC

By: \_\_\_\_\_  
Name: Gordon Davies  
Title: Director, Open Text ULC  
Date: Dec 1, 2011

On this 1st day of December, 2011, before me appeared  
Gordon Davies, to me known and known to me to be the person of that name, who signed the  
foregoing instrument on behalf of ASSIGNOR, Open Text Corporation.

Witness

[NOTARY SEAL]



In witness whereof, the parties above have affixed their signatures below.

**ASSIGNOR**

OPEN TEXT CORPORATION

By: \_\_\_\_\_  
Name: Gordon Davies  
Title: Chief Legal Officer and Corporate  
Secretary of Open Text Corporation  
Date: \_\_\_\_\_

**SA ASSIGNEE**

OPEN TEXT S.A.

By: \_\_\_\_\_  
Name: DAVE WAREHAM  
Title: Managing Director, Open Text S.A.  
Date: 1/12/11  
By: \_\_\_\_\_  
Name: WALTER WISEN  
Title: Managing Director, Open Text S.A.  
Date: 5/12/11

**ULC ASSIGNEE**

OPEN TEXT ULC

By: \_\_\_\_\_  
Name: Gordon Davies  
Title: Director, Open Text ULC  
Date: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me appeared  
Gordon Davies, to me known and known to me to be the person of that name, who signed the  
foregoing instrument on behalf of ASSIGNOR, Open Text Corporation.

\_\_\_\_\_  
Witness

[NOTARY SEAL]

# SCHEDULE A

## US PATENTS AND APPLICATIONS

Country	Application No.	Patent No.	Title	Issue Date	Filing Date
US	08/901,234	5,950,196	Systems and Methods for Retrieving Tabular Data From Textual Sources	September 7, 1999	July 25, 1997
US	08/912,757	6,105,023	System and Method for Filtering A Document Stream	August 15, 2000	August 18, 1997
US	08/912,430	N/A	Query Expansion Using Terms from Retrieved Documents	N/A	August 18, 1997
US	09/056,471	N/A	System and Method for Merging Inverted Files	N/A	April 7, 1998