# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	11/14/2005	

# CONVEYING PARTY DATA

Name	Execution Date
Teros, Inc.	11/29/2011

# RECEIVING PARTY DATA

Name:	Citrix Systems, Inc.	
Street Address:	351 West Cypress Creek Road	
City:	Fort Lauderdale	
State/Country:	FLORIDA	
Postal Code:	33309	

#### PROPERTY NUMBERS Total: 13

Property Type	Number
Application Number:	10877362
Patent Number:	7774834
Application Number:	12827415
Patent Number:	7617531
Application Number:	12569006
Patent Number:	7890996
Application Number:	12694902
Patent Number:	6968557
Patent Number:	7793220
Application Number:	12846663
PCT Number:	US0520919
Application Number:	12351199
Application Number:	10882997

**REEL: 027388 FRAME: 0146** 

**PATENT** 

#### **CORRESPONDENCE DATA**

Fax Number: (781)301-0050 Phone: 781-301-9613

Email: kellan.ponikiewicz@citrix.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Kellan Ponikiewicz
Address Line 1: 14 Crosby Drive

Address Line 4: Bedford, MASSACHUSETTS 01730

NAME OF SUBMITTER: Kellan D. Ponikiewicz

Total Attachments: 6

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#### NUNC PRO TUNC PATENT ASSIGNMENT

This NUNC PRO TUNC PATENT ASSIGNMENT ("Assignment"), effective as of November 14, 2005 (the "Effective Date"), is made by and between Teros, Inc., a Delaware corporation ("Assignor"), and Citrix Systems, Inc., a Delaware corporation, having an office at 851 West Cypress Creek Road, Fort Lauderdale, Florida 33309 ("Assignee").

WHEREAS, Assignor and Assignce are parties to an Agreement and Plan of Merger, dated as of the Effective Date (the "Merger Agreement"), pursuant to which Assignee acquired ownership of Assignor by virtue of the merger transaction consummated pursuant to the terms thereof (the "Merger") (capitalized terms used herein without definition shall have the meaning set forth in the Merger Agreement);

WHEREAS, Assignor is, and was as of the Effective Date, the sole and exclusive owner of the patents and patent applications set forth on Exhibit A and incorporated by reference herein (the "Assigned Patents and Patent Applications"); and

WHEREAS, Assignor desires to transfer and assign, and to confirm the transfer and assignment, to Assignee, <u>nune pro tune</u> and effective as of the Effective Date, all of Assignor's right, title and interest in and to the Assigned Patents and Patent Applications.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, and confirms the transfer and assignment to Assignee, nunc pro tunc and effective as of the Effective Date, all of Assignor's right, title and interest in and to the Assigned Patents and Patent Applications, including without limitation (i) any patent application(s) filed as a continuation, provisional, divisional, or continuation-in-part of the patent application(s) set forth on Exhibit A, patents issuing therefrom and reissues, reexaminations and extensions of such patents; (ii) any patent application(s) filed in respect of the inventions that are the subject of the invention disclosures listed in Exhibit A attached hereto; and (iii) any foreign counterpart to the patent(s) and patent application(s) set forth on Exhibit A or described in clauses (i)-(ii) (including divisionals, continuations, confirmations, additions, renewals or continuations-in-part of such patent applications), patents issuing therefrom and extensions thereof; (iv) all rights to apply for registration in foreign countries with full benefit of such priority as may now or hereafter be granted to it by law, treaty or other international convention; and (v) all rights. interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Patents and Patent Applications, including without limitation the right to compromise, sue for and collect such profits and damages; all of the foregoing to be held and enjoyed by Assignee, its successors and assigns or their legal representatives as fully and entirely as

the same would have been held and enjoyed by Assignor if this Assignment had not been made.

- 2. <u>Recordation</u>. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and the relevant official of any foreign patent office to record ownership of the Assigned Patents and Patent Applications as the property of Assignee.
- 3. Governing Law. Any and all claims, disputes or controversies in any way arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by the laws of the State of Delaware, notwithstanding the existence of any conflict of laws principles that otherwise would dictate the application of any other state's law.
- Further Actions. At any time after the date of this Assignment, Assignor 4. hereby agrees that Assignor shall, and shall cause its Affiliates and related parties to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in this Assignment and render effective the consummation of the transactions contemplated hereby, or otherwise to carry out the intent and purposes of this Without limiting the foregoing, Assignor will communicate to the Assignment. Assignee, its successors, legal representatives and assigns any facts known to it respecting any improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors, legal representatives and assigns to obtain and enforce proper patent protection for the improvements in the United States and in any foreign jurisdiction.
- 5. <u>Counterparts</u>. This Assignment may be executed simultaneously in one or more counterparts (including by facsimile or electronic pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereof have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

Name: Antonio Gomes

Title: Secretary of Teros, Inc.

**ACKNOWLEDGMENT** 

STATE OF (MASKINSTEE)

COUNTY OF HILDLESCH

On NO. 29, 20 ( before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name

me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(signature and office of individual

takipg-acknowledgment)

LA-FAE ANN STRAWBRIDGE
Notery Public
Commonwealth of Massachusetts
1/1/4 Commission Expense
Acre 4, 2014

# ASSIGNEE:

By: Autano Gone

Name: Antonio Gomes

Title: VP, Deputy General Counsel

# **ACKNOWLEDGMENT**

STATE OF MASAGLOSON	5
	:SS:
COUNTY OF MIDDLESSEX	)

On Nov. 29, 20 // before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(signature and office of individual

taking acknowledgment)

LA-RAE ANN STRAWBRIDGE Notery Public Commencestift of Massachusetta My Oceanniseion Expired Assil 4, 2014

EXHIBIT A

Assigned Patents and Patent Applications

Citie Number	Application	Patent Number	Title	Films Cate	Country
CTX-147US	10/877362		INFERRING SERVER STATE IN A STATELESS COMMUNICATION PROTOCOL	6/25/2004	United States
CTX-158US	10/782726	7,774,834	RULE GENERALIZATION FOR WEB APPLICATION ENTRY POINT MODELING	2/18/2004	United States
CTX-158USCN	12/827415		RULE GENERALIZATION FOR WEB APPLICATION ENTRY POINT MODELING	6/30/2010	United States
CTX-161US	10/782529	7,617,531	INFERENCING DATA TYPES OF MESSAGE COMPONENTS	2/18/2004	United States
CTX-161USCN	12/569,006		INFERENCING DATA TYPES OF MESSAGE COMPONENTS	9/29/2009	United States
CTX-197US	10/782739	7,890,996	USING STATISTICAL ANALYSIS TO GENERATE EXCEPTION RULES THAT ALLOW LEGITIMATE MESSAGES TO PASS THROUGH APPLICATION PROXIES AND GATEWAYS	2/18/2004	United States
CTX-197USCN	12/694902		USING STATISTICAL ANALYSIS TO GENERATE EXCEPTION RULES THAT ALLOW LEGITIMATE MESSAGES TO PASS THROUGH APPLICATION PROXIES AND GATEWAYS	1/27/2010	United States
CTX-198US	09/740661	6,968,557	REDUCING STACK MEMORY RESOURCES IN A THREADED COMPUTER SYSTEM	12/18/2000	United States
CTX-199US	09/767365	7,793,220	SCALABLE DERIVATIVE SERVICES	1/22/2001	United States
CTX-199USCN	12/846,663		SCALABLE DERIVATIVE SERVICES	7/29/2010	United States
CTX-147CA	2,571,075		INFERRING SERVER STATE IN A STATELESS COMMUNICATION PROTOCOL	6/13/2005	Canada

CTX-147CN	200580028490.5	ZL200580028490.5	INFERRING SERVER STATE IN A STATELESS COMMUNICATION PROTOCOL	6/13/2005	China
CTX-147EP	5762116.1		INFERRING SERVER STATE IN A STATELESS COMMUNICATION PROTOCOL	6/13/2005	Europe
CTX-147HK	7110775.3		INFERRING SERVER STATE IN A STATELESS COMMUNICATION PROTOCOL	6/13/2005	Hong Kong
CTX-147IN	3804KOLNP2006		INFERRING SERVER STATE IN A STATELESS COMMUNICATION PROTOCOL	6/13/2005	India
CTX-147JP	2007518111		INFERRING SERVER STATE IN A STATELESS COMMUNICATION PROTOCOL	6/13/2005	Japan
CTX-147KR	20067027115		INFERRING SERVER STATE IN A STATELESS COMMUNICATION PROTOCOL	6/13/2005	Republic of Korea
CTX-147WO	US2005/20919		INFERRING SERVER STATE IN A STATELESS COMMUNICATION PROTOCOL	6/13/2005	PCT
CTX-196USCN	12/351,199		Using Application Gateways to Protect Unauthorized Transmission of Confidential Data via Web Applications	1/9/2009	United States
CTX-196U5	10/882,997		Using Application Gateways to Protect Unauthorized Transmission of Confidential Data via Web Applications	6/6/2004	United States

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