

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Hewlett-Packard Software, LLC	07/01/2011
RECEIVING PARTY DATA	
Name:	Hewlett-Packard Development Company, L.P.
Street Address:	11445 Compaq Center Drive West
City:	Houston
State/Country:	TEXAS
Postal Code:	77070
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	11733169
Application Number:	12463334
Application Number:	11934722
Application Number:	11934717
Application Number:	11734114
Application Number:	11510135
Application Number:	11009572
Application Number:	11010146
CORRESPONDENCE DATA	
Fax Number:	9707784063
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(541)715-8443
Email:	pto.assignments@hp.com
Correspondent Name:	Hewlett-Packard Company
Address Line 1:	3404 E. Harmony Road MS 35
Address Line 2:	Intellectual Property Administration

CH \$320.00 11733169

Address Line 4: Fort Collins, COLORADO 80528

NAME OF SUBMITTER:

Marcy L. Molz

Total Attachments: 6

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ASSIGNMENT AND TRANSFER AGREEMENT

BETWEEN

HEWLETT-PACKARD SOFTWARE, LLC

AND

HEWLETT-PACKARD DEVELOPMENT COMPANY, L.P.

RE: LEGAL TITLE TO CERTAIN INTELLECTUAL PROPERTY RIGHTS

HEWLETT-PACKARD SOFTWARE, LLC, a Delaware Limited Liability Company, with its principal place of business at 3000 Hanover Street, Palo Alto, California, 94304, U.S.A. (hereinafter "Assignor"), and

HEWLETT-PACKARD DEVELOPMENT COMPANY, L.P., a limited partnership organized under the laws of Texas with a principal office and place of business at 11445 Compaq Center Drive West, Houston, TX 77707, U.S.A. (hereinafter "Assignee"), hereby establish this Assignment and Transfer Agreement (hereinafter the "Agreement") effective on the 1st day of July, 2011 (the "Effective Date").

RECITALS

WHEREAS, Assignor, by merger of Fortify Software, LLC, a Delaware limited liability company, into Assignor, is the legal and beneficial owner of Intellectual Property (as defined below) (the "Transferred IP").

WHEREAS, Assignor has agreed to assign and transfer to Assignee, and Assignee has agreed to acquire from Assignor, legal title to the Transferred IP, for the consideration stated herein and otherwise upon the terms of this Agreement.

WHEREAS, the aggregate consideration for the assignment and transfer of legal title to the Transferred IP shall be as set forth in a certain Intellectual Property Management Agreement between Assignor and Assignee, effective as of April 1, 2007 and amended from time to time, and further amended by Assignor and Assignee contemporaneously herewith (as amended, the "IPMA").

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1. "Effective Date" means the date identified in the preamble above.

1.2. "Intellectual Property" means: (a) inventions, patents (including, but not limited to, design and utility patents), or utility models, (b) copyrights, rights in writings, other works of

authorship, or mask work rights, (c) trade secrets and similar rights in confidential information, (d) trademarks, service marks, or trade names (and associated rights), (e) corresponding intellectual and industrial property rights in any jurisdiction and (f) applications and registrations of any of the foregoing acquired by Assignor pursuant to the merger of Fortify Software, LLC.

2. ASSIGNMENT OF LEGAL TITLE TO THE TRANSFERRED IP

2.1. Subject to the terms of this Agreement, hereby assigns and transfers legal title to the Transferred IP and Assignee hereby acquires the same together with all rights and obligations attaching thereto (including without limitation, the right to sue for past damages) the Transferred IP, as of the Effective Date.

2.2. The aggregate consideration for the assignment and transfer of legal title to the Transferred IP shall be as set forth in the IPMA.

2.3. The assignment and transfer of legal title to the Transferred IP shall take place on the Effective Date.

2.4. Both Assignor and Assignee shall procure that any other necessary party shall, execute all such documents and do all such acts and things as may be required by the other party on or subsequent to completion for securing the assignment and transfer of legal title to the Transferred IP in accordance with this Agreement.

3. REPRESENTATIONS AND WARRANTIES

3.1. Assignor represents and warrants as follows on the date of this Agreement:

3.1.1. Assignor has been duly established and is validly existing and in good standing as a corporation under the laws of Delaware and has full power and authority to enter into this Agreement;

3.1.2. This Agreement has been duly authorized, executed and delivered by Assignor and will constitute a valid and binding agreement of Assignor enforceable in accordance with its terms subject to the enforcement of remedies as to applicable bankruptcy rule, reorganization or solvency and other laws affecting the rights of creditors generally and general principles of equity and the discretion of the court; and

3.1.3. Assignor is the legal and beneficial owner of the Transferred IP as of the Effective Date and has the absolute right to assign, convey, transfer and deliver legal title to the Transferred IP in accordance with the timetable contemplated under this Agreement.

3.2. Assignee represents and warrants as follows on the date of this Agreement:

3.2.1. Assignee has been duly established and is validly existing and in good standing as a limited partnership under the laws of Texas and has full power and authority to enter into this Agreement; and

3.2.2. This Agreement has been duly authorized, executed and delivered by Assignee and will constitute a valid and binding agreement for Assignee enforceable in accordance with its terms subject to the enforcement of remedies as to applicable bankruptcy rule, reorganization or solvency and other laws affecting the rights of creditors generally and general principles of equity and the discretion of the court.

4. MISCELLANEOUS

4.1. **Entire Agreement.** This Agreement comprises the entire understanding between the parties with respect to its subject matters and supersedes any previous communications, representations, or agreements, whether oral or written, relating to the subject matter hereof. For purposes of construction, this Agreement will be deemed to have been drafted by both parties. No modification of this Agreement will be binding on either party unless in writing and signed by an authorized representative of each party.

4.2. **Exhibits.** Each Exhibit attached to this Agreement is deemed a part of this Agreement and incorporated herein wherever reference to it is made.

4.3. **Governing Law and Jurisdiction.** This Agreement will be governed in all respects by the laws of the State of Delaware without reference to any choice of law provisions. Any dispute between the parties shall be subject to the exclusive jurisdiction of the Federal Court of the District of Delaware. The parties agree that United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

4.4. **Headings.** The headings used in this Agreement are intended principally for convenience and shall not be used by themselves in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

4.5. **Independent Contractor Status of the Parties.** The parties hereto intend and agree that they are independent contractors and that nothing in this Agreement shall be interpreted or construed as establishing the relationship of agency, partnership, or joint venture between Assignor (or any of its employees and consultants), on the one hand, and Assignee (or any of its employees and consultants), on the other hand.

4.6. **Precedence.** It is the intent of the parties that this Agreement shall be controlling and dispositive with respect to all rights, privileges, licenses, and obligations of the parties relating to the intellectual property of the parties. To the extent that the terms of any prior agreement between the parties might vary, contradict, expand, or contract any provision of this Agreement with respect to the Intellectual Property rights of the parties after the Effective Date, such prior agreements are hereby superseded to that same extent. This Agreement may not be modified in any way except by a written amendment that explicitly refers to this Agreement. Should any provision of any future agreement between the parties appear to any extent to vary, contradict, expand, or contract the rights, privileges, licenses, and obligations of the parties relating to intellectual property, such provision shall be void and without force or effect to that same extent.

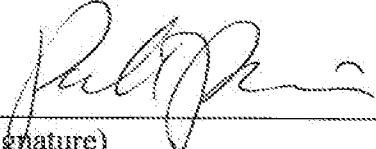
4.7. **Severability.** If any provision in this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed, limited, or,

if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The parties agree to negotiate in good faith a valid, enforceable, substitute provision that most nearly effects the parties' original intent in entering into this Agreement or to provide an equitable adjustment in the event no such provision can be added. The other provisions of this Agreement will remain in full force and effect.

4.8. **Waiver.** The waiver of any term, condition, or provision of this Agreement must be in writing and signed by an authorized representative of the waiving party. Any such waiver will not be construed as a waiver of any other term, condition, or provision except as provided in writing, nor as a waiver of any subsequent breach of the same term, condition, or provision.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives:

"Assignor"
HEWLETT-PACKARD SOFTWARE,
LLC


(Signature)

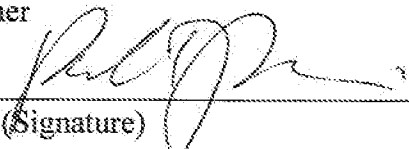
Paul T. Porrini
(Printed Name)

Manager
(Title)

7/1/2011
(Execution Date)

"Assignee"
HEWLETT-PACKARD DEVELOPMENT
COMPANY, L.P.

By: HPQ Holdings, LLC, its General
Partner

By: 
(Signature)

Paul T. Porrini
(Printed Name)

Manager
(Title)

7/1/2011
(Execution Date)

Schedule A – Patents and Patent Applications

App Title	Country	Application Date	App No.	Registration Date	Patent No.
APPARATUS AND METHOD FOR DEVELOPING SECURE SOFTWARE	United States of America	09 Apr 2007	11/733169		
Apparatus and Method for Monitoring Program Invariants to Identify Security Anomalies	United States of America	08 May 2009	12/463334		
Apparatus and Method for Analyzing Source Code Using Memory Operation Evaluation and Boolean Satisfiability	United States of America	02 Nov 2007	11/934722		
Apparatus and Method for Analyzing Source Code Using Path Analysis and Boolean Satisfiability	United States of America	02 Nov 2007	11/934717		
Apparatus and Method for Performing Dynamic Security Testing with Static Analysis Data	United States of America	11 Apr 2007	11/734114		
Apparatus and method for analyzing and supplementing a program to provide security	United States of America	25 Aug 2006	11/510135		

APPARATUS AND METHOD FOR MONITORING SECURE SOFTWARE	United States of America	10 Dec 2004	11/009572		
APPARATUS AND METHOD FOR DEVELOPING SECURE SOFTWARE	United States of America	10 Dec 2004	11/010146	17 Apr 2007	7207065