

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
rPath, Inc.	11/29/2012
RECEIVING PARTY DATA	
Name:	SAS Institute Inc.
Street Address:	100 SAS Campus Drive
City:	Cary
State/Country:	NORTH CAROLINA
Postal Code:	27513
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	11423071
Application Number:	12036622
Application Number:	11423053
Application Number:	11423063
Application Number:	11423079
Application Number:	12032827
Application Number:	60688623
CORRESPONDENCE DATA	
Fax Number:	4122025017
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	triddle@kdfirm.com
Correspondent Name:	KACVINSKY DAISAK PLLC
Address Line 1:	4500 Brooktree Road
Address Line 2:	Suite 302
Address Line 4:	Wexford, PENNSYLVANIA 15090
ATTORNEY DOCKET NUMBER:	SAS-RPATH

PATENT

NAME OF SUBMITTER:

Tricia L. Riddle

**Total Attachments: 12**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This **ASSIGNMENT OF INTELLECTUAL PROPERTY** (this "**Assignment**"), dated as of November 29, 2012 (the "**Effective Date**"), is made and entered into by and between rPath, Inc., a Delaware corporation ("**Assignor**"), and SAS Institute Inc. ("**Assignee**"). Capitalized terms used but not defined herein have the meanings given to such terms in that certain Asset Purchase Agreement, dated as of November 29, 2012 by and among Assignor and Assignee (the "**Purchase Agreement**").

### RECITALS

WHEREAS, Assignor and Assignee have entered into the Purchase Agreement, pursuant to which Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee all of Assignor's right, title and interest in and to the Assignor's Owned Intellectual Property and Assignee has agreed to purchase, acquire and accept all of Assignor's right, title and interest in and to the Assignor's Owned Intellectual Property upon the terms and subject to the conditions of the Purchase Agreement; and

WHEREAS, Assignor and Assignee desire to carry out the intent and purpose of the Purchase Agreement by execution and delivery of this Assignment, subject to the provisions of the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Assignment and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment of Intellectual Property. Subject to the terms and conditions of this Assignment and the Purchase Agreement, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, as of the Effective Date, all of Assignor's right, title, and interest throughout the world in and to Assignor's Owned Intellectual Property, including, without limitation, the following:

(a) all patents and applications therefor owned by Assignor, including all continuations, divisionals, and continuations-in-part thereof and patents issuing thereon, along with all reissues, reexaminations, substitutes and extensions thereof (the "**Owned Patents**") (including, without limitation, the issued patents and pending patent applications listed on Attachment 1 to the Patent Assignment attached as Annex A hereto), and all rights, claims and privileges pertaining to any of the foregoing, including, without limitation, rights to the underlying inventions, the right to prosecute and maintain any of the foregoing and the right to sue and recover damages for past, present and future infringement of any of the foregoing;

(b) all trademarks, service marks, trade names, d/b/a names, fictitious names, service names, brand names, trade dress rights, logos, corporate names, trade styles, logos, emblems and other source or business identifiers and general intangibles of a like nature, whether in word mark, stylized or design format, owned by Assignor, (the "**Owned Marks**") (including, without limitation, those trademark and service mark registrations and applications

for trademark and service mark registration listed on Attachment 1 to the Trademark Assignment attached as Annex B hereto), together with the goodwill associated with any of the Owned Marks, and all applications, registrations, renewals and extensions for any of the Owned Marks, and all rights, claims and privileges pertaining to any of the Owned Marks, including, without limitation, the right to prosecute and maintain trademark and service mark registrations and applications for any of the Owned Marks and the right to sue and recover damages for past, present and future infringement of any of the Owned Marks;

(c) all copyrights and works of authorship and all mask works, databases and design rights, whether or not registered or published, owned by Assignor (the "**Owned Copyrights**") (including, without limitation, those copyright registrations and copyright applications listed on Attachment 1 to the Copyright Assignment attached as Annex C hereto), and all registrations and recordings of any of the Copyrights and all applications in connection therewith, along with all reversions, extensions and renewals of any of the Copyrights, and all rights, claims and privileges pertaining to any of the Copyrights, including, without limitation, the right to prosecute and maintain copyright registrations and applications for any of the Copyrights and the right to sue and recover damages for past, present and future infringement of any of the Copyrights;

(d) all Internet domain name registrations owned by Assignor (the "**Domain Names**") (including, without limitation, the Internet domain name registrations listed on Attachment 1 to the Domain Name Assignment attached as Annex D hereto), together with the goodwill associated with any of the Domain Names, and all rights, claims and privileges pertaining to any of the Domain Names, including, without limitation, the right to prosecute and maintain domain name registrations and applications for any of the Domain Names and the right to sue and recover damages for past, present and future infringement of any of the Domain Names;

(e) all trade secrets owned by Assignor (the "**Trade Secrets**"), and all rights, claims and privileges pertaining to any of the foregoing, including, without limitation, the right to sue and recover damages for past, present and future infringement or misappropriation of any of the foregoing; and

(f) all software, including without limitation, commercial and development software, and all source code for all such software, and all designs, know-how programs, components, and associated intellectual property rights thereof, owned by Assignor (the "**Owned Software**") (including, without limitation, software, source code, and object code for the Software Products listed on Attachment 1 to the Software Assignment attached at Annex E hereto) and all rights, claims, and privileges pertaining to the Owned Software, including without limitation, the right to sue and recover damages for past, present, and future infringement or misappropriation of any Owned Software.

(g) all other intellectual property rights in the Owned Intellectual Property owned by Assignor, and all rights, claims and privileges pertaining to any of the foregoing, including, without limitation, the right to sue and recover damages for past, present and future infringement or misappropriation of any of the foregoing.

2. Moral Rights. Any assignment of copyright under this Assignment includes all rights of paternity, attribution, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively, "Moral Rights"). To the extent Moral Rights cannot be transferred or assigned under applicable law and to the extent allowed by law, Assignor hereby waives all Moral Rights with respect to all copyrights and works of authorship included in the Owned Intellectual Property, and all uses thereof, and consents to any action of Assignee that would violate any of such Moral Rights in the absence of such waiver or consent.

3. Further Assurances. Assignor shall take all actions reasonably requested by Assignee (at Assignee's sole expense), and shall execute any documents as may be reasonably requested by Assignee, from time to time to fully vest or perfect in Assignee all right, title and interest in and to all of the Owned Intellectual Property. Such actions shall include, without limitation, execution of the assignments in the forms attached hereto as Annex A, Annex B, Annex C, Annex D, and Annex E and providing documents and information reasonably necessary for Assignee or any of its Affiliates, designees or agents to prosecute or maintain any registration or application for any of the Owned Intellectual Property, or pursue or defend any administrative, court or other legal proceeding involving any of the Owned Intellectual Property.

4. Binding Effect; Assignment. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No assignment of this Assignment or of any rights or obligations hereunder may be made by Assignor or Assignee, directly or indirectly (by operation of law or otherwise), without the prior written consent of the other party hereto and any attempted assignment without the required consents shall be void. No assignment of any obligations hereunder shall relieve the parties hereto of any such obligations. Upon any such permitted assignment, the references in this Assignment to an assigning party shall also apply to any such assignee unless the context otherwise requires.

5. Severability. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

6. Conflicts with Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern. It is the intent of the Parties to give maximum effort to the assignment and transfer to Assignee from Assignor of all Intellectual Property rights of the Assignor.

7. Amendments and Waivers. This Assignment can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Assignment signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. The waiver by any party hereto of a breach of any provision of this Assignment shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

8. Notices. All notices and other communications under this Assignment shall be given in the manner specified in the Purchase Agreement.

9. Governing Law. This Assignment, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Assignment, shall be governed by, and construed in accordance with, the laws of the State of North Carolina, regardless of the laws that might otherwise govern under applicable principles of choice or conflicts of law thereof.

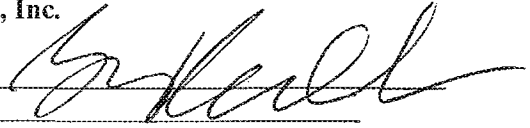
10. Counterparts. This Assignment may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. Facsimile and pdf e-mail signatures shall have the same legal effect as manual signatures.

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

**ASSIGNOR:**

**rPath, Inc.**

By: 

Name: Barry Kallander

Title: President

**ASSIGNEE:**

**SAS Institute Inc.**

By: \_\_\_\_\_

Name: Armistead W. Sapp, III

Title: Senior Vice President

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

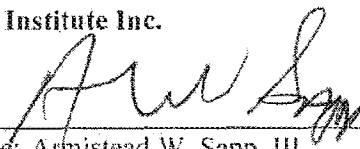
**ASSIGNOR:**

**rPath, Inc.**

By: \_\_\_\_\_  
Name: Barry Kallander  
Title: President

**ASSIGNEE:**

**SAS Institute Inc.**

By:  \_\_\_\_\_  
Name: Armistead W. Sapp, III  
Title: Senior Vice President





ANNEX A

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Patent Assignment"), dated as of November 29, 2012, is made and entered into by and between rPath, Inc. a Delaware Corporation ("Assignor"), and SAS Institute Inc., a North Carolina corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Assignment of Intellectual Property, dated as of the date hereof (the "Assignment of Intellectual Property"), pursuant to which Assignor has agreed to assign to Assignee the Assigned Patents (as defined below).

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assigned Patents.

"Assigned Patents" means the issued patents and pending patent applications listed on Attachment 1 attached hereto.

2. Assignment.

Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee all of Assignor's right, title and interest throughout the world in and to the Assigned Patents, including all continuations, divisionals, and continuations-in-part thereof and patents issuing thereon, along with all reissues, reexaminations, substitutes and extensions thereof, and all rights, claims and privileges pertaining to any of the foregoing, including, without limitation, rights to the underlying inventions, the right to prosecute and maintain any of the foregoing and the right to sue and recover damages for past, present and future infringement of any of the foregoing.

[The remainder of this page is intentionally left blank.]

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

**ASSIGNOR:**

**rPath, Inc.**

By: 

Barry Kallander  
President

**ASSIGNEE:**

**SAS Institute Inc.**

By: \_\_\_\_\_

Name: Armistead W. Sapp, III

Title: Senior Vice President

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

**ASSIGNOR:**

rPath, Inc.

By: \_\_\_\_\_  
Barry Kallander  
President

**ASSIGNEE:**

SAS Institute Inc.

By: AW Sapp  
Name: Armistead W. Sapp, III  
Title: Senior Vice President



Signature Page to Patent Assignment

ATTACHMENT 1

ASSIGNED PATENTS

(Attached)

### ASSIGNED PATENTS

CLT/MAT NO.	CC	APP NO.	TITLE
059893.0009	US	11/423,071	METHODS, SYSTEMS, AND COMPUTER PROGRAM PRODUCTS FOR PROVISIONING SOFTWARE USING LOCAL CHANGE SETS THAT REPRESENT DIFFERENCES BETWEEN SOFTWARE ON A REPOSITORY AND A LOCAL SYSTEM

059893.0012	US	12/036,622	METHODS, SYSTEMS, AND COMPUTER PROGRAM PRODUCTS FOR TAKING A SNAPSHOT OF INSTALLED SOFTWARE ON A DATA PROCESSING SYSTEM AS PART OF A SOFTWARE UPDATE PROCESS
059893.0008	US	11/423,053	METHODS, SYSTEMS, AND COMPUTER PROGRAM PRODUCTS FOR PROVISIONING SOFTWARE VIA A FILE REPOSITORY IN WHICH A VERSION STRING IS USED TO IDENTIFY BRANCHES OF A TREE STRUCTURE
059893.0014	US	11/423,063	METHODS, SYSTEMS, AND COMPUTER PROGRAM PRODUCTS FOR PROVISIONING SOFTWARE VIA A NETWORKED FILE REPOSITORY IN WHICH A PARENT BRANCH HAS A SHADOW ASSOCIATED THEREWITH
059893.0010	US	11/423,079	METHODS, SYSTEMS, AND COMPUTER PROGRAM PRODUCTS FOR PROVISIONING SOFTWARE USING DYNAMIC TAGS TO IDENTIFY AND PROCESS

CLT/MAT NO.	CC	APP NO.	TITLE
			FILES
059893.0011	US	12/032,827	METHODS, SYSTEMS, AND COMPUTER PROGRAM PRODUCTS FOR UPDATING SOFTWARE ON A DATA PROCESSING SYSTEM BASED ON TRANSITION RULES BETWEEN CLASSES OF COMPATIBLE VERSIONS
059893.0013	US	60/688,623	SOFTWARE PROVISIONING AND METHODS