#### 502377037 06/07/2013

### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Assignment

#### **CONVEYING PARTY DATA**

Name	Execution Date
Mark Moriconi	01/31/2003

#### **RECEIVING PARTY DATA**

Name:	ORACLE INTERNATIONAL CORPORATION
Street Address:	500 Oracle Parkway, Mail Stop 5OP7
City:	Redwood Shores
State/Country:	CALIFORNIA
Postal Code:	94065

#### PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	8117640
Application Number:	13330590
Application Number:	60655833
Application Number:	60655794
Application Number:	60655855

### **CORRESPONDENCE DATA**

4153622928 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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ATTORNEY DOCKET NUMBER:	ORAC2-01006US0
NAME OF SUBMITTER:	Sheldon R. Meyer
	PATENT

Signature:	/Sheldon R. Meyer/
Date:	06/07/2013
Total Attachments: 9 source=Notice_of_Assignment#page1.tif source=Notice_of_Assignment#page2.tif source=Notice_of_Assignment#page3.tif source=Notice_of_Assignment#page4.tif source=Notice_of_Assignment#page5.tif source=Notice_of_Assignment#page6.tif source=Notice_of_Assignment#page7.tif source=Notice_of_Assignment#page8.tif source=Notice_of_Assignment#page9.tif	

### NOTICE OF ASSIGNMENT

- 1. This notice of assignment relates to:
  - U.S. Patent No. 8,117,640 issued February 13, 2013 and entitled "Systems and Methods for Analyzing Application Security Policies", which issued from U.S. Patent Application No. 11/360,122 filed February 23, 2006;
  - U.S. Patent Application No. 13/330,590 filed December, 19, 2011 and entitled "Systems and Methods for Analyzing Application Security Policies";
  - U.S. Provisional Patent Application No. 60/655,833 filed February 23, 2005 and entitled "Systems and Methods for Analyzing Application Security Policies in a Heterogeneous Environment";
  - U.S. Provisional Patent Application No. 60/655,794 filed February 23, 2005 and entitled "Consistency Checking of Application Security Policies"; and
  - U.S. Provisional Patent Application No. 60/655,855 filed February 23, 2005 and entitled "Systems and Methods for Fast Analysis of Complex Application Security Policies".
- 2. Mark Moriconi is a named inventor of each of the above patent and applications.
- 3. Each of the above patent and applications was filed on February 23, 2005 or claims priority to at least one patent application filed on February 23, 2005.
- 4. In consideration of his employment with BEA Systems, Inc., in connection with the acquisition of CrossLogix, Inc. by BEA Systems, Inc., Mark Moriconi executed an Employee Proprietary Information and Inventions Agreement (Copy attached as Exhibit A hereto).
- 5. Mark Moriconi was employed by BEA Systems, Inc. until August 31, 2004.
- 6. According to Section 2(e) of the attached Employee Proprietary Information And Inventions Agreement, Mark Moriconi agreed that "any idea, process, invention, technology, writing, program, design, formula, discovery, patent, copyright, or trademark, or any improvement, rights, or claims related to the foregoing, shall be presumed to be an Invention Idea if it is conceived, developed, used, sold, exploited, or reduced to practice by me or with my aid within one (1) year after my termination of employment with the Company."
- 7. Because each of the above and patent applications was, or claims priority to at least one patent application that was "conceived, developed, used, sold, exploited, or reduced to practice by" Mark Moriconi on or before February 23, 2005 and, thus, within one (1) year of August 31, 2004, the date of termination of employment of Mark Moriconi with BEA Systems, Inc., the above patent and patent applications are presumed to comprise Invention Ideas as specified in Section 2(e) of the attached Employee Proprietary Information And Inventions Agreement.
- According to Section 2(c) of the attached Employee Proprietary Information And Inventions Agreement, Mark Moriconi agreed to "assign to BEA Systems, Inc. without further consideration, his entire right, title, and interest (throughout the United States and

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in all foreign countries), free and clear of all liens and encumbrances, in and to each Invention Idea, which shall be the sole property of the Company, whether or not copyrightable or patentable."

9. Oracle International Corporation acquired and is the successor in interest to BEA Systems, Inc., and possesses all rights previously possessed by BEA Systems, Inc. The rights of BEA Systems, Inc. in and to all said Invention Ideas are thus the sole property of Oracle International Corporation. See Sections 7(a) and 7(d) of the attached Employee Proprietary Information and Inventions Agreement.

### EXHIBIT A

### BEA SYSTEMS, INC.

### EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

(Rev. 12/02)

In consideration of my employment by BEA Systems, Inc., a Delaware corporation (the "Company"), I hereby agree to certain restrictions placed by the Company on my use and development of information and technology of the Company, as more fully set out below.

1. Proprietary Information.

## **REDACTED**

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**REDACTED** 

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#### 2. Inventions.

(a) <u>Defined; Statutory Notice</u>. I understand that during the term of my employment, there are certain restrictions on my development of technology, ideas, and inventions, referred to in this Agreement as "Invention Ideas." The term Invention Ideas means all ideas, processes, inventions, technology, designs, formulas, discoveries, patents, copyrights, and trademarks, and all improvements, rights, and claims related to the foregoing, that are conceived, developed, or reduced to practice by me alone or with others except to the extent that California Labor Code Section 2870 lawfully prohibits the assignment. I understand that Section 2870(a) provides:

Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

- (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer.
- (2) Result from any work performed by the employee for the employer.
- (b) <u>Disclosure</u>. I agree to maintain adequate and current written records on the development of all Invention Ideas and to disclose promptly to the Company all Invention Ideas and relevant records, which records will remain the sole property of the Company. I further agree that all information and records pertaining to any idea, process, invention, technology, design, formula, discovery, patent, copyright or trademark, that I do not believe to be an Invention Idea, but is conceived, developed, or reduced to practice by me (alone or with others) during my period of employment or during the one-year period following termination of my employment, shall be promptly disclosed to the Company (such disclosure to be received in confidence). The Company shall examine such information to determine if in fact it is an Invention Idea subject to this Agreement.

- Assignment. I agree to assign to the Company, without further consideration, my (c) entire right, title, and interest (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to each Invention Idea, which shall be the sole property of the Company, whether or not copyrightable or patentable. In the event any Invention Idea shall be deemed by the Company to be copyrightable or patentable or otherwise registrable, I will assist the Company (at its expense) in obtaining letters patent or other applicable registrations thereon and I will execute all documents and do all other things (including testifying at the Company's expense) necessary or proper to accomplish such registrations thereon and to vest the Company with full title thereto. Should the Company be unable to secure my signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Invention Idea, whether due to my mental or physical incapacity or any other cause, I hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead, to execute and file any such document, and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protection with the same force and effect as if executed and delivered by me.
- (d) Exclusions. Except as disclosed in Schedule A attached hereto and incorporated herein, there are no ideas, processes, inventions, technology, writings, programs, designs, formulas, discoveries, patents, copyrights, or trademarks, or improvements to the foregoing, that I wish to exclude from the operation of this Agreement. To the best of my knowledge, there is no existing contract in conflict with this Agreement or any other contract to assign ideas, processes, inventions, technology, writings, programs, designs, formulas, discoveries, patents, copyrights, or trademarks, or improvements thereon, that is now in existence between me and any other person or entity.

### REDACTED

(c) Post-Termination Period. I acknowledge that because of the difficulty of establishing when something is first conceived or developed by me, or whether it results from access to Proprietary Information or the Company's equipment, facilities, and data, I agree that any idea, process, invention, technology, writing, program, design, formula, discovery, patent, copyright, or trademark, or any improvement, rights, or claims related to the foregoing, shall be presumed to be an Invention Idea if it is conceived, developed, used, sold, exploited, or reduced to practice by me or with my aid within one (1) year after my termination of employment with the Company. I can rebut the above presumption if I prove that the idea, process, invention, technology, writing, program, design, formula,

3. Former or Conflicting Agreements.

## **REDACTED**

4. Government Contracts.

## **REDACTED**

5. <u>Termination</u>.

## **REDACTED**

2. <u>NO IMPLIED EMPLOYMENT RIGHTS.</u>

## **REDACTED**

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6. Remedies.

# REDACTED

- 7. <u>Miscellaneous Provisions</u>.
  - (a) <u>Assignment</u>. I agree that the Company may assign to another person or entity any of its rights under this Agreement.

# **REDACTED**

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(d) <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of me, my heirs, executors, administrators, and successors, as well as the Company's successors and assigns.

### REDACTED

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY NOTED ON SCHEDULE A TO THIS AGREEMENT ANY PROPRIETARY INFORMATION, IDEAS, PROCESSES, INVENTIONS, TECHNOLOGY, WRITINGS, PROGRAMS, DESIGNS, FORMULAS, DISCOVERIES, PATENTS, COPYRIGHTS, OR TRADEMARKS, OR IMPROVEMENTS, RIGHTS, OR CLAIMS RELATING TO THE FOREGOING, THAT I DESIRE TO EXCLUDE FROM THIS AGREEMENT.

Date: 1/51/05	ani
Employee Si	Name gnature

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**RECORDED: 06/07/2013**