

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:	ASSIGNMENT				
CONVEYING PARTY DATA					
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Progress Software Corporation</td> <td>12/07/2012</td> </tr> </tbody> </table>		Name	Execution Date	Progress Software Corporation	12/07/2012
Name	Execution Date				
Progress Software Corporation	12/07/2012				
RECEIVING PARTY DATA					
Name:	Aurea Software, Inc.				
Street Address:	401 Congress Avenue				
Internal Address:	Suite 2650				
City:	Austin				
State/Country:	TEXAS				
Postal Code:	78701				
PROPERTY NUMBERS Total: 1					
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12044751</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12044751
Property Type	Number				
Application Number:	12044751				
CORRESPONDENCE DATA					
Fax Number:					
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>					
Email:	npasarya@tcchlaw.com				
Correspondent Name:	Terrile, Cannatti, Chambers & Holland				
Address Line 1:	P.O. Box 203518				
Address Line 4:	Austin, TEXAS 78720				
ATTORNEY DOCKET NUMBER:	AUREA 12044751				
NAME OF SUBMITTER:	Kent B. Chambers				
Signature:	/Kent B. Chambers/				
Date:	09/24/2013				
Total Attachments: 5					

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INTELLECTUAL PROPERTY ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, Progress Software Corporation, a Massachusetts corporation (“Assignor”), hereby assigns, conveys and transfers to Aurea Software, Inc., a Delaware corporation having a place of business at 401 Congress Avenue, Suite 2650, Austin, Texas 78701 (“Assignee”), all of Assignor’s right, title and interest in and to the Assigned Intellectual Property set forth in the following clauses (A)

(A) the patents, patent registrations and patent applications identified on Schedule A hereto as well as all inventions disclosed therein and all continuations, divisions, continuations-in-part, reissues, and extensions thereof, and all Letters Patent of the United States and any foreign country which may be granted thereon, and all rights to claim priority on the basis of any of the foregoing (the “Assigned Patents”); provided, that Assigned Patents shall not include the patents licensed to Buyer under the Patent License Agreement and all continuations, divisions, continuations-in-part, reissues, and extensions thereof, and all Letters Patent of the United States and any foreign country which may be granted thereon, and all rights to claim priority on the basis of any of the foregoing,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

together with the goodwill of the business symbolized by the Assigned Intellectual Property, any future registrations of the Assigned Intellectual Property, and all common law rights associated with the Assigned Intellectual Property, and, any and all causes of action and other rights assertable under the Assigned Intellectual Property, including, without limitation, the right to sue for infringement, misappropriation of, or improper activities regarding the Assigned Intellectual Property, subject, in all cases, to the Master Asset Purchase Agreement referred to below, and the right to enjoy all of the monetary benefits obtained as a result of any such litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Capitalized terms used, but not defined in this Assignment, shall have the meanings given them in the Master Asset Purchase Agreement, dated as of October 17, 2012 by and among Buyer, Seller and ESW Capital, LLC, a Delaware limited liability company.


This Assignment shall be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware. Assignor and Assignee (a) submit to the jurisdiction of any state or federal court sitting in the State of Delaware in any action, suit or proceeding arising from or relating to this Assignment, (b) agree that all claims in respect of such action or proceeding may be heard and determined in any such court, (c) waive any claim of inconvenient forum or other challenge to venue or jurisdiction in any such court, and (d) agree not to bring any action, suit or proceeding arising from or relating to this Assignment in any other court.

This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, Assignor, Assignee and their respective successors and assigns.

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Executed as of the 7th day of December, 2012.

PROGRESS SOFTWARE CORPORATION

By:  _____

Print Name: Stephen H. Faberman

Print Title: Vice President and General Counsel

[Signature Page to Intellectual Property Assignment Agreement]

Schedule A

