## 502508527 09/25/2013

### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

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

Property Type	Number
Application Number:	09993865

### **CORRESPONDENCE DATA**

Fax Number:

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

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 09/993,865
NAME OF SUBMITTER:	Kent B. Chambers
Signature:	/Kent B. Chambers/
Date:	09/25/2013

Total Attachments: 5

PATENT REEL: 031276 FRAME: 0012 OP \$40.00 099938

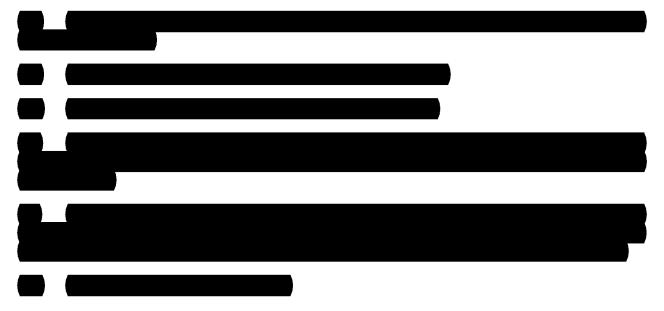
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#### INTELLECTUAL PROPERTY ASSIGNMENT

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,



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.

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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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Progress Sof	TWARE CORPORATION	
By:	For the second of the second o	
Print Name:	Stephen H. Faberman	
Drint Title	Vice President and Agneral Crupsel	

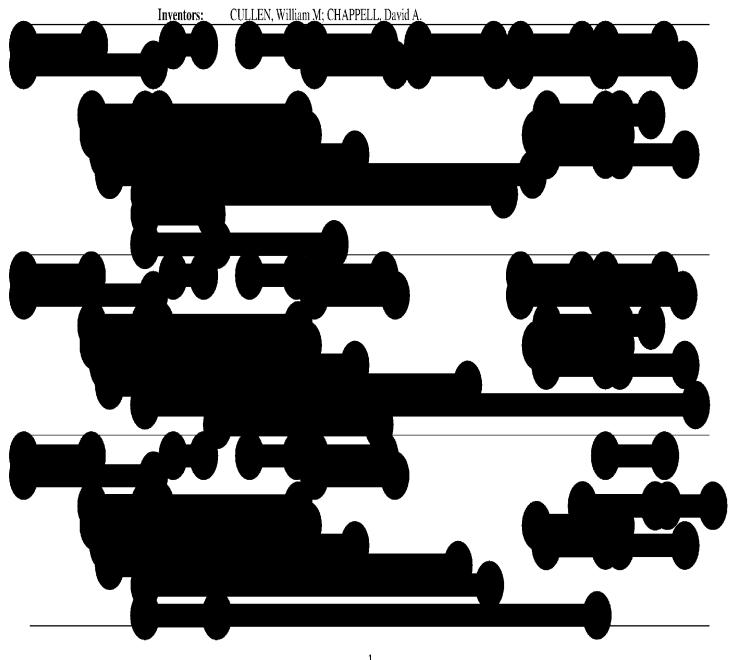
Executed as of the 7th day of December, 2012.

[Signature Page to Intellectual Property Assignment Agreement]

## Schedule A

# Sonic Patent - Divest List

Docket Number Country	Sub Case	Case Type	Application Number Fling Date	Publication Number Publication Date	Patent Number Issue Date	Status Expiration Date
PSC-003A United States of America	1	ORD	09/993865 14-Nov-2001	20020078132A1 20-Jun-2002		Published
Ç	Progress Software Corporation Integration Infrastructure (Sonic) Wilmer Cutler Pickering Hale and Dorr LLP MESSAGE HANDLING				Attorneys: Division Ref: Agent Ref:	DRS 2202086.131



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**RECORDED: 09/25/2013**