

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2574798

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OPEN CLOUD LIMITED	09/02/2013
RECEIVING PARTY DATA	
Name:	OPEN CLOUD NZ LTD
Street Address:	LEVEL 5, SOVERIGN HOUSE, 34 MANNERS STREET
City:	WELLINGTON
State/Country:	NEW ZEALAND
Postal Code:	6011
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10512344
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	FINNEGAN HENDERSON HENDERSON ET AL.
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ATTORNEY DOCKET NUMBER:	10827.0001
NAME OF SUBMITTER:	ERNEST F. CHAPMAN
Signature:	/Ernest F. Chapman/
Date:	10/11/2013
Total Attachments: 5 source=Deed of Assignment#page1.tif source=Deed of Assignment#page2.tif source=Deed of Assignment#page3.tif source=Deed of Assignment#page4.tif source=Deed of Assignment#page5.tif	

OP \$40.00 10512344

THIS DEED of ASSIGNMENT IS MADE the 2nd day of September 2013

**BETWEEN**

1. **OPEN CLOUD LIMITED** a company incorporated and registered in England and Wales with company number 06000941 whose registered office is at Edinburgh House, St John's Innovation Park, Cowley Road, Cambridge, Cambridgeshire, United Kingdom, CB4 0DS ("the Assignor")
2. **OPEN CLOUD NZ LTD** a company incorporated and registered under the laws of New Zealand whose registered office is at Level 5, Sovereign House, 34 Manners Street, Wellington 6011, New Zealand ("the Assignee")

**RECITALS**

- (A) The Assignor is the proprietor of the Patents
- (B) The Assignor wishes to assign all its right, title and interest in and to the Patents to the Assignee.

**Operative Clauses**

1. In this Agreement the following words shall have the following meanings:

**'the Invention'** means the invention claimed in the Patents and all Intellectual Property rights in and to such inventions.

**"the Patents"** means the granted patents and patent applications details of which are at Schedule 1 and Schedule 2 respectively including any continuations in part extensions reissues divisions and including any patents supplementary protection certificates and similar rights that are based on or derive priority from the foregoing

2. In consideration of the sum of £1 now paid by the Assignee to the Assignor (receipt of which the Assignor confirms) the Assignor hereby assigns to the Assignee its entire right title and interest in and to the Invention and the Patents and the full and exclusive benefit thereof including:

- a. without limitation their entire right to apply for be granted and hold patents for the invention in or for any part of the world (including without limitation their title to any and all future or further applications as well as any and all divisional and continuation applications) and the right to priority;
  - b. the right to recover and take all such proceedings as may be necessary for the recovery of damages or other forms of relief in respect of all infringements of the invention and/or Patents whether committed before or after the date of this Agreement.
3. The Assignor agrees that it will at the expense of the Assignee, promptly execute sign all such instruments applications documents and do all such acts and things as may reasonably be required by the Assignee to enjoy the full benefit of the property and rights hereby assigned (including without limitation executing any and all forms required in connection with the filing and prosecution of patent applications and any future applications claiming priority therefrom)
4. The Assignor hereby irrevocably appoints the Assignee as its Attorney in its name and on its behalf to execute and do any instrument or thing as may be required by the Assignee to enable it to enjoy the full benefit of the rights assigned by this Assignment and in favour of any third party a certificate signed by any Director or the Secretary of the Assignee that any instrument or act falls within such authority shall be conclusive evidence that such is the case.
5. The Assignee hereby accepts the assignment at clause 2 of this Assignment.
6. This Agreement shall be governed by and interpreted in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

## Schedule 1 - The patents

Country	Name	Patent No.
US	Distributed application server	7,519,652
JP	Distributed application server	4422606

## Schedule 2 - The patent applications

Country	Name	Application No.
GB	Scalable transaction and resource manager systems	1212756.9
PCT	Scalable transaction and resource manager systems	PCT/GB2013/051581
EP	Distributed application server	03717810.0

IN WITNESS of which this Assignment has been executed as a Deed and delivered the date and year first above written

Executed as a Deed by Assignor

by

Name JEFFREY GORDON

Director

Signature

and

Name PETER CRISP

Director/Company Secretary

Signature

Executed as a Deed by Assignee

acting by

David T. Long (name),

Director (Assignee) (title),

who, in accordance with the

laws of New Zealand, is acting under

authority of the Assignor

Signature