

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2675224

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2013
CONVEYING PARTY DATA	
Name	Execution Date
BITZER MOBILE INC.	12/30/2013
RECEIVING PARTY DATA	
Name:	ORACLE INTERNATIONAL CORPORATION
Street Address:	500 ORACLE PARKWAY
Internal Address:	M/S 5OP7
City:	REDWOOD SHORES
State/Country:	CALIFORNIA
Postal Code:	94065
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	13405357
Application Number:	13841498
Application Number:	13215178
CORRESPONDENCE DATA	
Fax Number:	(415)576-0300
Phone:	9254725000
Email:	lbaxley@kilpatricktownsend.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	MARK P. MATHISON
Address Line 1:	KILPATRICK TOWNSEND & STOCKTON LLP
Address Line 2:	TWO EMBARCADERO CENTER, 8TH FLOOR
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111
NAME OF SUBMITTER:	MARK P. MATHISON

Signature:	/Mark P. Mathison/
Date:	01/09/2014
<p>Total Attachments: 12</p> <p>source=Bitzer_Oracle_IP_Transfer_Agreement#page1.tif source=Bitzer_Oracle_IP_Transfer_Agreement#page2.tif source=Bitzer_Oracle_IP_Transfer_Agreement#page3.tif source=Bitzer_Oracle_IP_Transfer_Agreement#page4.tif source=Bitzer_Oracle_IP_Transfer_Agreement#page5.tif source=Bitzer_Oracle_IP_Transfer_Agreement#page6.tif source=Bitzer_Oracle_IP_Transfer_Agreement#page7.tif source=Bitzer_Oracle_IP_Transfer_Agreement#page8.tif source=Bitzer_Oracle_IP_Transfer_Agreement#page9.tif source=Bitzer_Oracle_IP_Transfer_Agreement#page10.tif source=Bitzer_Oracle_IP_Transfer_Agreement#page11.tif source=Bitzer_Oracle_IP_Transfer_Agreement#page12.tif</p>	

ORACLE / BITZER MOBILE

IP TRANSFER AGREEMENT

THIS ORACLE / BITZER MOBILE IP TRANSFER AGREEMENT (this "Agreement") is made and entered into as of January 1, 2014 (the "Effective Date") by and among Oracle Systems Corporation, a Delaware corporation ("OSC"), Oracle Global Holdings, Inc., a Delaware corporation ("OGH"), Oracle International Corporation, a California corporation ("OIC") and Bitzer Mobile Inc., a Delaware corporation ("Bitzer").

RECITALS

WHEREAS, it is desirable and in the best interest of Oracle Corporation, a Delaware corporation ("OC") to reorganize the corporate organizational structure (the "Reorganization") of OC and its subsidiaries, including Bitzer;

WHEREAS, OSC, OGH, Bitzer, OIC and other indirect, wholly-owned subsidiaries of OC entered into a Plan of Reorganization adopted as of December 31, 2013 relating to the Reorganization (the "Plan");

WHEREAS, in connection with the Reorganization and pursuant to the Plan, it is contemplated that Bitzer will merge with and into OSC, pursuant to which merger OSC will continue as the surviving entity (the "Merger");

WHEREAS, in connection with the Reorganization and pursuant to the Plan, it is contemplated that, immediately prior to the Merger, OSC and OGH will cause Bitzer to transfer directly to OIC, all of its IP Assets (as defined herein), and OIC will assume all of Bitzer's obligations with respect to such IP Assets (the "IP Transfer");

WHEREAS, as contemplated by the Plan, this Agreement is intended to effect the IP Transfer with an effective time as of 12:01 a.m. Pacific Standard Time on the Effective Date (the "Effective Time"); and

WHEREAS, the transfer of the IP Assets by Bitzer as contemplated by this Agreement is intended for tax purposes to constitute a transfer of the IP Assets by Bitzer to OSC in connection with the Merger in a transaction that qualifies as a "reorganization" under Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), followed by contributions of the IP Assets from OSC to OGH, and from OGH to OIC in transactions described in Section 351 of the Code and permitted under Section 368(a)(2)(C) of the Code and Treasury Regulation section 1.368-2(k);

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1

AUTHORIZATION AND TRANSFER OF IP ASSETS

Section 1.1. Parent Entity Authorization and Directive. Based on the foregoing recitals, each of OSC and OGH hereby authorizes and directs Bitzer to make the assignments described below to OIC

on behalf of OSC and OGH, respectively, to facilitate and effectuate the IP Transfer as contemplated above.

Section 1.2. Transfer of IP Assets. Upon and subject to the terms and conditions of this Agreement, as of the Effective Time, Bitzer hereby assigns, agrees to assign, transfers, conveys and delivers to OIC and OIC hereby acquires and accepts, with the right for OIC to, subsequent to the transfer and assignment, control, use, enforce, prosecute, further transfer (granting the acquirer the same rights), assign, license, sub-license, alter, amend, update, develop, create derivative works of or otherwise dispose of:

(a) Patents, Copyrights, Trade Secrets, Know-How, and Other Intellectual Property. All of its right, title, and interest in the following: (i) all inventions, patents, and pending applications; (ii) all copyrights, trade secrets, know-how, and any other proprietary rights and intellectual property assets, registered and unregistered, that are embodied in, or that pertain to the development, testing, installation, implementation, customization, optimization, configuration, operation, support, promotion, marketing, advertising, sale, hosting or other use thereof of the educational core curriculum, the software programs and related documentation specified in the global price lists of Bitzer; and (iii) all copyrights, trade secrets, know-how, and any other proprietary rights and intellectual property assets, registered and unregistered, that relate to Bitzer's business operations, products, and services, including, without limitation, with respect to each of the foregoing clauses, the registered patents, copyrights and other intellectual property listed on Schedule 1 hereto (collectively referred to in this Agreement as the "Assigned Software IP");

(b) Tradenames and Trademarks. All of its rights, title, and interest in all global tradenames, trademarks, service marks, trade dresses, logos, designs and slogans, whether in word mark, stylized or design format, registered and unregistered acquired from Bitzer, including, without limitation, the trademarks and other intellectual property listed on Schedule 1 hereto (the "Marks"), together with the goodwill of Bitzer's business connected with the use of and symbolized by the Marks and all the rights and privileges that inhere in such Marks (the Marks and such Marks-related goodwill, rights and privileges are collectively referred to in this Agreement as the "Assigned Marks"); and

(c) Other Goodwill and Going Concern Value. All of its right, title and interest in the other (non-Marks-related) goodwill and going concern value of Bitzer's business not embodied in or included as part of the Assigned Software IP and the Assigned Marks (collectively referred to in this Agreement as, the "Other Goodwill"). (The Assigned Software IP, the Assigned Marks and the Other Goodwill are collectively referred to in this Agreement as the "IP Assets").

Section 1.3. Liabilities. Bitzer will not transfer, and OIC will not assume, any liabilities whatsoever as part of this Agreement, except for those liabilities and obligations related to the IP Assets being transferred pursuant to Section 1.2 above; *provided, however*, that the foregoing shall not be deemed to constitute an assignment or transfer to OIC of any contracts, agreements, licenses or other commitments which are otherwise transferred to Oracle America, Inc., a Delaware corporation ("OAI") in connection with that certain Asset Transfer Agreement entered into by and among OSC, Bitzer and OAI effective as of January 1, 2014.

Section 1.4. Deliveries. Bitzer will deliver to OIC such documents as are necessary to transfer the assets listed in Section 1.2 above.

Section 1.5. No Representations or Warranties. OIC acknowledges and agrees that (a) Bitzer makes no representations or warranties, express or implied, as to the condition, quality, merchantability or fitness of any IP Assets transferred by it pursuant to this Agreement or otherwise, and any representations and warranties that may apply are hereby expressly disclaimed, except to the extent that such disclaimer is held to be legally invalid, in which event any representations and warranties shall apply only to the extent required not to be legally invalid (and in no event shall Bitzer be liable for any claim for special, incidental, indirect or consequential damages, loss of business, revenue, profits, goodwill, use, data or

other economic advantage of OIC), (b) all such IP Assets are being transferred on an “as is,” “where is” basis, and (c) OIC will bear the economic and legal risks that any conveyance will prove to be insufficient to vest in it good and marketable title to the IP Assets, free and clear of any security interest, pledge, lien, charge, claim or other encumbrance of any nature whatsoever.

Section 1.6. Acknowledgment. Bitzer acknowledges that, from and after the Effective Time, OIC is the owner of all right, title and interest in and to the IP Assets in any form or embodiment thereof. Bitzer will not at any time do or suffer to be done any act or thing which may materially adversely affect any rights of OIC in or to the IP Assets. OIC acknowledges that Bitzer may have granted certain licenses and other rights to the IP Assets and that OIC acquires such IP Assets subject to such licenses and other rights.

Section 1.7. Enforcement and Maintenance of the IP Assets. Bitzer and OIC acknowledge and agree that the IP Transfer hereunder includes the assignment by Bitzer to OIC of all rights to sue for or otherwise enforce past, present and future infringement claims with respect to the IP Assets and to freely control any such lawsuits or settlements of the same, including the right to collect past damages. As the owner of the IP Assets, OIC will defend against any and all past, present or future claims, suits, actions, proceedings, losses, damages, liabilities, costs and expenses arising from, or attributable to, any allegation that the IP Assets infringe the intellectual property or proprietary rights of any third party. For the avoidance of doubt, OIC shall be responsible for the maintenance of any patents or other IP Assets required by the U.S. Patent & Trademark Office or any other governmental or regulatory body.

Section 1.8. Cooperation. Bitzer will take all actions necessary to execute any and all documents as may be reasonably requested by OIC from time to time to fully vest or perfect in OIC all right, title and interest in and to the IP Assets pursuant to this Agreement. Such actions may include without limitation, providing documents and information useful or necessary to prosecuting any application to register or perfect any of the IP Assets, maintaining any trademark registration, or pursuing or defending any administrative, court or other legal proceeding involving one or more of the IP Assets.

ARTICLE 2 MISCELLANEOUS PROVISIONS

Section 2.1. Further Assurances. The parties hereto will each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement. Except as otherwise expressly provided in this Agreement, neither Bitzer nor OIC will be obligated to incur any out-of-pocket costs, expenses and fees in connection with its obligations under this Section 2.1, including, without limitation, any attorneys’ fees, recording, assignment or other similar fees.

Section 2.2. Governing Law. The internal laws of the State of California (without reference to its principles of conflicts of law) govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise).

Section 2.3. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

Section 2.4. Entire Agreement. This Agreement constitutes the final agreement by and among the parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the parties’ agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements by and among the parties with respect to the matters contained herein are superseded by this Agreement.

Section 2.5. Third Party Beneficiaries. Nothing in this Agreement is intended, nor shall it be constructed, to confer any rights or benefits upon any person (including, but not limited to, any employee or former employee of any party hereto) other than the parties hereto.

Section 2.6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that no party hereto will assign its rights or delegate its obligations under this Agreement without the express written consent of the other parties hereto, unless such assignment or delegation is to an affiliate of a party, in which case, no such consent is required.

Section 2.7. Amendment. No change, modification or amendment of this Agreement shall be valid or binding on the parties unless such change or modification shall be in writing signed by the party or parties against whom the same is sought to be enforced.

Section 2.8. Counterparts. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. The signatures of all parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

“OSC”


ORACLE SYSTEMS CORPORATION, a
Delaware corporation

By: 

Name: Greg Hilbrich
Title: Senior Vice President, Taxation
Date: Dec 30, 2013

“OIC”


ORACLE INTERNATIONAL CORPORATION, a
California corporation

By: 

Name: Matthew Sarboraria
Title: Vice President
Date: Dec 20, 2013

“BITZER MOBILE”

BITZER MOBILE INC., a Delaware corporation

By: 

Name: Brian S. Higgins
Title: Vice President
Date: Dec 20, 2013

“OGH”

ORACLE GLOBAL HOLDINGS, INC., a
Delaware corporation

By: 

Name: Greg Hilbrich
Title: Senior Vice President, Taxation
Date: Dec 30, 2013

Schedule 1

Intellectual Property

Docket Number	Country	Action Due Date	Status	Application Number	Application Date	Grant Date	Title	Earliest Priority Date	Current Owner	PCT Filing
B2995.1 001-US	United States	01/04/2014	FILED	13/215,178	08/22/2011	N/A	METHODS AND APPARATUS FOR INTERACTING WITH WEB APPLICATIONS AND WEB APPLICATION DATA	8/21/2010	BitzerMobile	None filed
B2995.1 002-EP	EPC	02/28/2015	FILED	13156805.7	02/26/2013	N/A	METHOD AND APPARATUS FOR SECURE COMMUNICATION	2/26/2012	BitzerMobile	None filed

B2995.1 002-US	United States	01/23/2014	FILED	13/405,357	02/26/2012	N/A	METHOD AND APPARATUS FOR SECURE COMMUNICATION	2/26/2012	BitzerMobile	None filed
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B2995.1 009-US	United States	03/15/2014	FILED	13/841,498	03/15/2013	NA	METHODS, SYSTEMS AND MACHINE-READABLE MEDIA FOR PROVIDING SECURITY SERVICES	3/15/2013	BitzerMobile	None filed
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Mark Name	Docket Number	Action Due Date	Ac tion	Co unt ry	Current Appl. No	Current Appl. Date	Current Reg No	Current Reg Date	Primary/ Secondary Register	Record Owner	Prior Owners
BITZER R MOBILE	B2995. 1003	12/25/2018	SE C 8815 DUE	Unit ed States	85/623, 618	5/11/2012	4,264,499	12/25/2012	Principal	Bitzer Mobile Inc.	None
ENTE RPRI SE SECURE CONTAINER	B2995. 1004	ABANDONED	N/A	Unit ed States	85/623, 684	5/11/2012	N/A	N/A	Principal	Bitzer Mobile Inc.	
SIMPLIFYING ENTE RPRI SE MOBILITY	B2995. 1005	1/8/2019	SE C 8815 DUE	Unit ed States	85/623, 681	5/11/2012	4,271,501	1/8/2013	Principal	Bitzer Mobile Inc.	None

B	B2995.	1/8/201	SE	Unit	85/623,	5/11/201	4,271,5	1/8/2013	Principal	Bitzer	None
STYLI	1006	9	C	ed	690	2	02			Mobile	
ZED			8&	Stat						Inc.	
			15	es							
			DU								
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B2995.	ABAND	N/	Unit	85/735,	9/21/201	N/A	N/A	Principal	Bitzer
1007	ONED	A	ed	747	2				Mobile
			Stat						Inc.
			es						

2.14(a)(i) – IP Domain Name					
Title	Date of Registration	Expiration Date	Name of Registration Authority	Name of Registrant of Record	Summary of any known third party uses of similar domain names
BITZERMOBILE.COM	1/2/2010	1/2/2014	GoDaddy.com	Domains by Proxy, LLC	None
BITZERDEMO.COM	2/16/2012	2/16/2014	GoDaddy.com	Domains by Proxy, LLC	None
BITZERMOBILE.NET	10/11/2011	10/11/2014	GoDaddy.com	Domains by Proxy, LLC	None
BITZERMOBILE.ORG	1/3/2010	1/3/2014	GoDaddy.com	Domains by Proxy, LLC	None
BITZERMOBILE.US	5/2/2013	5/1/2014	GoDaddy.com	Domains by Proxy, LLC	None
BITZERONLINE.COM	7/4/2012	7/4/2015	GoDaddy.com	Domains by Proxy, LLC	None
BITZERQA.COM	2/16/2012	2/16/2014	GoDaddy.com	Domains by Proxy, LLC	None
BITZERQA1.COM	4/15/2012	4/15/2014	GoDaddy.com	Domains by Proxy, LLC	None
BITZERATT.COM	5/1/2013	5/1/2014	GoDaddy.com	Domains by Proxy, LLC	None
BITZERMOBILE.COM	6/3/2013	6/3/2014	GoDaddy.com	Domains by Proxy, LLC	None
C14N.ORG	9/17/2012	9/17/2013	GoDaddy.com	Domains by Proxy, LLC	None
ENTERPRISEVIRTUALCONTAINER.COM	7/17/2011	7/17/2013	GoDaddy.com	Domains by Proxy, LLC	None
MOBILEAPPCONTAINER.COM	6/8/2012	6/8/2014	GoDaddy.com	Domains by Proxy, LLC	None
MOBILEAPPTUNNEL.COM	6/8/2012	6/8/2014	GoDaddy.com	Domains by Proxy, LLC	None
MOBILEVIRTUALIZATIONLAYER.COM	7/17/2011	7/17/2013	GoDaddy.com	Domains by Proxy, LLC	None
SECUREENTERPRISEMOBILITY.COM	7/17/2011	7/17/2013	GoDaddy.com	Domains by Proxy, LLC	None

PATENT

REEL: 031933 FRAME: 0055

SECUREVIRTUALCONTAINER.COM	7/17/2011	7/17/2013	GoDaddy.com	Proxy, LLC Domains by Proxy, LLC	None
SIMPLIFYINGENTERPRISEMOBILITY.COM	7/17/2011	7/17/2013	GoDaddy.com	Domains by Proxy, LLC	None
VIRTUALCONTAINER.COM	7/17/2011	7/17/2013	GoDaddy.com	Domains by Proxy, LLC	None