

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3212716

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	INSIGHTFUL CORPORATION	09/04/2008
RECEIVING PARTY DATA		
Name:	TIBCO SOFTWARE INC.	
Street Address:	3303 HILLVIEW AVENUE	
City:	PALO ALTO	
State/Country:	CALIFORNIA	
Postal Code:	94304	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	6532448	
Patent Number:	7739311	
Patent Number:	8087002	
CORRESPONDENCE DATA		
Fax Number:	(206)381-3301	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2063813300	
Email:	jbukowski@lowegrahamjones.com	
Correspondent Name:	ELLEN M. BIERMAN	
Address Line 1:	LOWE GRAHAM JONES PLLC	
Address Line 2:	701 FIFTH AVENUE, SUITE 4800	
Address Line 4:	SEATTLE, WASHINGTON 98104	
ATTORNEY DOCKET NUMBER:	TBCO-5-1001	
NAME OF SUBMITTER:	ELLEN M. BIERMAN	
SIGNATURE:	/Ellen M. Bierman/	
DATE SIGNED:	02/04/2015	
Total Attachments: 3		
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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of this 4th day of September 2008, by and between TIBCO Software Inc., a Delaware corporation ("TIBCO") and Insightful Corporation, a Delaware corporation and a wholly owned subsidiary of TIBCO ("Insightful").

WHEREAS, TIBCO, Mineral Acquisition Corporation, a Delaware corporation and wholly-owned subsidiary of TIBCO ("Acquisition Sub"), and Insightful Corporation, a Delaware corporation ("Insightful"), entered into an Agreement and Plan of Merger dated as of June 18, 2008, pursuant to which Acquisition Sub merged (the "Merger") with and into Insightful, with Insightful being the surviving corporation;

WHEREAS, TIBCO and Insightful desire to integrate their respective businesses;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the mutual promises, agreements, terms and conditions made herein, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Assignment of Insightful Corporation Assets. Insightful hereby sells, transfers, assigns, conveys and delivers to TIBCO, and TIBCO accepts, all right, title and interest in and to all of the assets and properties of Insightful, of whatever kind and character, tangible and intangible, known and unknown, [REDACTED]

other than the "Excluded Assets" (collectively, the "Acquired Assets"). For purposes of this Agreement, "Excluded Assets" means the Software License Agreement between Insightful Corporation and [REDACTED] and any and all equity interests held by Insightful, including all shares of Insightful Limited, Insightful SAS, Insightful AG and Insightful Asia Limited.

2. Assumed Liabilities. Except as provided in Section 3 of this Agreement, TIBCO hereby assumes all of Insightful's duties, obligations and responsibilities with respect to any and all known debts, liabilities and obligations, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, whenever arising, relating to the Acquired Assets (collectively, the "Assumed Liabilities"). The assumption by TIBCO of any of the Assumed Liabilities shall not enlarge the rights of any third party with respect to any of the Assumed Liabilities, nor shall it prevent any TIBCO entity from contesting or disputing any of the Assumed Liabilities.

3. Non-Assumption of Certain Liabilities. Notwithstanding any other provision of this Agreement to the contrary, TIBCO shall not assume any liability, obligation, commitment or litigation of Insightful relating to the Excluded Assets (collectively, the "Non-assumed Liabilities") including any liability, obligation or commitment based upon, arising out of or resulting from any fact, circumstance, occurrence, condition, act or omission relating to any of the Non-assumed Liabilities.

4. Further Assurances. The parties agree to duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do or cause to be done such further acts and things, including without limitation the execution of such additional assignments, agreements, documents and instruments, that may be necessary or as the other party or parties hereto may at any time and from time to time reasonably request in connection with this Agreement to carry out more effectively the provisions and purposes of, or to better assure and confirm unto such other party or parties its or their rights and remedies under, this Agreement.

5. Parties in Interest. This Agreement will bind and will inure to the benefit of the respective parties and their permitted assigns, transferees and successors.

6. No Third-Party Beneficiaries. No provision of this Agreement is intended to or shall be construed to grant or confer any right to enforce this Agreement to any person other than the parties hereto.

7. Governing Law. This Agreement will be governed by and construed in accordance with the domestic substantive laws of the State of California, without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

[Remainder of this page intentionally left blank; signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
as of the date first above written.

TIBCO SOFTWARE INC.

By: 

Name: William R. Hughes

Title: EVP, General Counsel & Secretary

INSIGHTFUL CORPORATION

By: 

Name: Laura Malinasky

Title: Director

Signature page to Assignment and Assumption Agreement