

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3383569

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	NIMBULA, INC.	04/30/2013
RECEIVING PARTY DATA		
Name:	ORACLE INTERNATIONAL CORPORATION	
Street Address:	500 ORACLE PARKWAY, MAIL STOP 50P7	
City:	REDWOOD SHORES	
State/Country:	CALIFORNIA	
Postal Code:	94065	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14724043
CORRESPONDENCE DATA		
Fax Number:	(415)576-0300	
<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:	650-326-2400	
Email:	kmak@kilpatricktownsend.com	
Correspondent Name:	KILPATRICK TOWNSEND & STOCKTON LLP	
Address Line 1:	TWO EMBARCADERO CENTER, EIGHTH FLOOR	
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111	
ATTORNEY DOCKET NUMBER:	88325-945609(139561US)	
NAME OF SUBMITTER:	KELLY MAK	
SIGNATURE:	/Kelly Mak/	
DATE SIGNED:	06/04/2015	
Total Attachments: 20		
source=Nimbula_OIC_4#page1.tif		
source=Nimbula_OIC_4#page2.tif		
source=Nimbula_OIC_4#page3.tif		
source=Nimbula_OIC_4#page4.tif		
source=Nimbula_OIC_4#page5.tif		
source=Nimbula_OIC_4#page6.tif		

source=Nimbula_OIC_4#page7.tif
source=Nimbula_OIC_4#page8.tif
source=Nimbula_OIC_4#page9.tif
source=Nimbula_OIC_4#page10.tif
source=Nimbula_OIC_4#page11.tif
source=Nimbula_OIC_4#page12.tif
source=Nimbula_OIC_4#page13.tif
source=Nimbula_OIC_4#page14.tif
source=Nimbula_OIC_4#page15.tif
source=Nimbula_OIC_4#page16.tif
source=Nimbula_OIC_4#page17.tif
source=Nimbula_OIC_4#page18.tif
source=Nimbula_OIC_4#page19.tif
source=Nimbula_OIC_4#page20.tif

ORACLE / NIMBULA
IP TRANSFER AGREEMENT

THIS ORACLE / NIMBULA IP TRANSFER AGREEMENT (this “Agreement”) is made and entered into as of May 1, 2013 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 Nimbula, Inc., a Delaware corporation (“Nimbula”).

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 Nimbula;

WHEREAS, OSC, OGH, Nimbula, OIC and other indirect, wholly-owned subsidiaries of OC entered into a Plan of Reorganization dated April 30, 2013 relating to the Reorganization (the “Plan”);

WHEREAS, in connection with the Reorganization and pursuant to the Plan, it is contemplated that Nimbula 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 Nimbula to transfer directly to OIC, all of its IP Assets (as defined herein), and OIC will assume all of Nimbula’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 Daylight Time (the “Effective Time”) on May 1, 2013 (the “Effective Date”); and

WHEREAS, the transfer of the IP Assets by Nimbula as contemplated by this Agreement is intended for tax purposes to constitute a transfer of the IP Assets by Nimbula 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 Nimbula 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, Nimbula 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 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 Nimbula; and (iii) all copyrights, trade secrets, know-how, and any other proprietary rights and intellectual property assets, registered and unregistered, that relate to Nimbula'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 Nimbula, including, without limitation, the trademarks and other intellectual property listed on Schedule 1 hereto (the "Marks"), together with the goodwill of Nimbula'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 Nimbula'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. Nimbula 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, Nimbula and OAI effective as of May 1, 2013.

Section 1.4. Deliveries. Nimbula 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) Nimbula 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 Nimbula 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. Nimbula 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. Nimbula 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 Nimbula 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. Nimbula and OIC acknowledge and agree that the IP Transfer hereunder includes the assignment by Nimbula 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. Nimbula 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 Nimbula 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.

(This space intentionally left blank.)

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: Apr 30, 2013

“OIC”

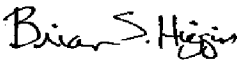
ORACLE INTERNATIONAL CORPORATION, a
California corporation

By: 

Name: Matthew Sarboraria
Title: Vice President
Date: Apr 29, 2013

“NIMBULA”

NIMBULA, INC., a Delaware corporation

By: 

Name: Brian S. Higgins
Title: Vice President
Date: Apr 29, 2013

“OGH”

ORACLE GLOBAL HOLDINGS, INC., a
Delaware corporation

By: 

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

Schedule 1

Patent Report

REFERENCE #	TITLE	CNTRY	SERIAL #	FILED DATE	PATEN T #	ISSUE DATE	STATUS	EXPIRATION	INVENTORS	PRIORITY DATE	ABSTRACT
379980-995001/EP	VIRTUAL COMPUTING INFRASTRUCTURE	EP	11796398.3	6/15/2011			PENDING	6/15/2031	Willem Robert Van Blijon Christopher Conway Pinkham Russell Andrew Cloran Michael Carl Gorven Alexandre Hardy Brynmor K.B. Divey Quinton Robin Hoole Girish Kalele	6/15/2010	91
379980-991000/US	VIRTUAL COMPUTING INFRASTRUCTURE	US	61/355,078	6/15/2010			EXPIRED	6/15/2011	Willem Robert Van Blijon Christopher Conway Pinkham Russell Andrew Cloran Michael Carl Gorven Alexandre Hardy Brynmor K.B. Divey Quinton Robin Hoole Girish Kalele	15-Jun-10	N/A

379980-991001/US	ORGANIZING PERMISSIONS ASSOCIATED WITH A CLOUD CUSTOMER IN A VIRTUAL COMPUTING INFRASTRUCTURE	US	13/299,004	11/17/2011			PUBLISHED	11/17/2031	Willem Robert Van Biljon Christopher Conway Pinkham Russell Andrew Cloran Michael Carl Gorven Alexandre Hardy Brynmor K.B. Divey Quinton Robin Hoole Girish Kalele	15-Jun-10	146
379980-991002/US	GRANTING ACCESS TO A CLOUD COMPUTING ENVIRONMENT USING NAMES IN A VIRTUAL COMPUTING INFRASTRUCTURE	US	13/299,066	11/17/2011			PUBLISHED	11/17/2031	Willem Robert Van Biljon Christopher Conway Pinkham Russell Andrew Cloran Michael Carl Gorven Alexandre Hardy Brynmor K.B. Divey Quinton Robin Hoole Girish Kalele	15-Jun-10	141

379980-991003/US	DEFINING AN AUTHORIZER IN A VIRTUAL COMPUTING INFRASTRUCTURE	US	13/299,157	11/17/2011				PUBLISHED	11/17/2031	Willem Robert Van Biljon Christopher Conway Pinkham Russell Andrew Cloran Michael Carl Gorven Alexandre Hardy Brynmor K.B. Divey Quinton Robin Hoole Girish Kalele	15-Jun-10	137
379980-991006/US	LAUNCHING AN INSTANCE IN A VIRTUAL COMPUTING INFRASTRUCTURE	US	13/299,287	11/17/2011				PENDING	11/17/2031	Willem Robert Van Biljon Christopher Conway Pinkham Russell Andrew Cloran Michael Carl Gorven Alexandre Hardy Brynmor K.B. Divey Quinton Robin Hoole Girish Kalele	15-Jun-10	158

379980-991007/US	ORGANIZING DATA IN A VIRTUAL COMPUTING INFRASTRUCTURE	US	13/299,301	11/17/2011			PENDING	11/17/2031	Willem Robert Van Biljon Christopher Conway Pinkham Russell Andrew Cloran Michael Carl Gorven Alexandre Hardy Brynmor K.B. Divey Quinton Robin Hoole Girish Kalele	15-Jun-10	136
379980-991008/US	VIRTUALIZATION LAYER IN A VIRTUAL COMPUTING INFRASTRUCTURE	US	13/299,319	11/17/2011			PUBLISHED	11/17/2031	Willem Robert Van Biljon Christopher Conway Pinkham Russell Andrew Cloran Michael Carl Gorven Alexandre Hardy Brynmor K.B. Divey Quinton Robin Hoole Girish Kalele	15-Jun-10	143

379980-991004/US	BUILDING A CLOUD COMPUTING ENVIRONMENT USING A SEED DEVICE IN A VIRTUAL COMPUTING INFRASTRUCTURE	US	13/299,206	11/17/2011				PENDING	11/17/2031	Willem Robert Van Biljon Christopher Conway Pinkham Russell Andrew Cloran Michael Carl Gorven Alexandre Hardy Brynmor K.B. Divey Quinton Robin Hoole Girish Kalele	15-Jun-10	135
379980-991009/US	NETWORKING IN A VIRTUAL COMPUTING INFRASTRUCTURE	US	13/299,335	11/17/2011				PENDING	11/17/2031	Willem Robert Van Biljon Christopher Conway Pinkham Russell Andrew Cloran Michael Carl Gorven Alexandre Hardy Brynmor K.B. Divey Quinton Robin Hoole Girish Kalele	15-Jun-10	141

379980-991010/US	BILLING USAGE IN A VIRTUAL COMPUTING INFRASTRUCTURE	US	13/299,339	11/17/2011				PUBLISHED	11/17/2031	Willem Robert Van Biljon Christopher Conway Pinkham Russell Andrew Cloran Michael Carl Gorven Alexandre Hardy Brynmor K.B. Divey Quinton Robin Hoole Girish Kalele	15-Jun-10	167
379980-991005/US	OBJECTS IN A VIRTUAL COMPUTING INFRASTRUCTURE	US	13/299,262	11/17/2011				PENDING	11/17/2031	Willem Robert Van Biljon Christopher Conway Pinkham Russell Andrew Cloran Michael Carl Gorven Alexandre Hardy Brynmor K.B. Divey Quinton Robin Hoole Girish Kalele	15-Jun-10	136

379980-995000/WO	VIRTUAL COMPUTING INFRASTRUCTURE	WO	PCT/US111/40 590	6/15/2011						15-Jun-10	170
											Willem Robert Van Biljon Christopher Conway Pinkham Russell Andrew Cloran Michael Carl Gorven Alexandre Hardy Brynmor K.B. Divey Quinton Robin Hoole Girish Kalele
379980-991020/US	CLOUD COMPUTING SERVICES FRAMEWORK	US	61/597,610	2/10/2012					EXPIRED	10-Feb-12	N/A
379980-991030/US	COORDINATION OF PROCESSES IN CLOUD COMPUTING ENVIRONMENTS	US	61/598,305	2/13/2012					EXPIRED	13-Feb-12	N/A
379980-995020/WO	CLOUD COMPUTING SERVICES FRAMEWORK	WO	PCT/US13/25 186	2/7/2012					PENDING	10-Feb-12	
379980-995030/WO	COORDINATION OF PROCESSES IN CLOUD COMPUTING ENVIRONMENTS	WO	PCT/US13/25 211	2/13/2013					PENDING	13-Feb-12	
											Kiran Palan Alexandre Hardy Kiran Palan Willem Van Biljon Vividh Siddha Jay Judkowitz Kiran Palan Alexandre Hardy Kiran Palan Willem Van Biljon Vividh Siddha Jay Judkowitz

TRADEMARK REPORT FOR NIMBULA, INC.

Trademarks owned by Nimbula, Inc.

Trademark	Country	App. No. App. Date	Reg. No. Reg. Date	Goods/Services	Register	Status	Owner	Ownership by Assignment?	Upcoming action items
NIMBULA	China	8677949 9/17/2010	8677949 10/7/2011	Class 9: Computer software, namely, information technology management software for managing, monitoring, testing, tracking, locating, controlling and analyzing computer software; providing computer software for implementing scalable cloud computer application development, deployment and management infrastructure; computer software to provide infrastructure-as-a-service capabilities to permit a customer to act as a cloud service provider to third parties	N/A	Registered	Nimbula, Inc.	No (no prior owner)	Renewal due 10/6/2021
NIMBULA	China	8677948 9/17/2010	N/A	Class 42: Computer systems analysis; computer software (maintenance of -); installation of computer software; computer software design; computer system design; (trouble shooting of computer software) consultancy of computer software; computer software (updating of -);	N/A	Pending	Nimbula, Inc.	No (no prior owner)	No action currently needed. This mark was refused based on a likelihood of confusion with NIMBUS in the name of Nimbula Partners

NIMBULA	European Community	9391327 9/21/2010	9391327 2/18/2011	recovery of computer data; computer hardware (consultancy in the field of -)	N/A	Registered	Nimbula, Inc.	No (no prior owner)	China Ltd (acquired by Tibco Software). Nimbula has appealed the refusal and is awaiting a decision in the case.
				Class 9: Computer software, namely, information technology management software for managing, monitoring, testing, tracking, locating, controlling and analyzing computer software; computer software for implementing scalable cloud computer application development, deployment and management infrastructure; computer software to provide infrastructure-as-a-service capabilities to permit a customer to act as a cloud service provider to third parties Class 42: Analysis, implementation, configuration, design and development of computer software for others; technical support services, namely, trouble shooting of computer software					Renewal due 9/21/2020

NIMBULA	Japan	2010-94797 12/6/2010	N/A	Class 9: Computer software, namely, information technology managing, monitoring, testing, tracking, locating, controlling and analyzing computer software; computer software for implementing scalable cloud computer application development, deployment and management infrastructure; computer software to provide infrastructure-as-a-service capabilities to permit a customer to act as a cloud service provider to third parties; other computer software; other electronic machines, apparatus and their parts Class 42: Analysis, implementation, configuration, design and development of computer software for others; consultancy for technical solutions related to troubles that have occurred in computer software; computer software design, computer programming, or maintenance of computer software; technical advice relating to performance, operation, etc. of computers, automobiles	N/A	Pending	NET INSIGHT INTELLECTUAL PROPERTY AB. The mark is currently in the name of Net Insight, but will be assigned to Nimbula, Inc. once a Notice of Allowance is issued. The mark was originally assigned by Nimbula to Net Insight in order to overcome a citation to Net Insight's mark.	Yes – see comments in "Owner" column	No action needed. Once a Notice of Allowance is issued, local counsel will re-assign the mark to Nimbula, Inc.
---------	-------	-------------------------	-----	--	-----	---------	--	--------------------------------------	--

NIMBULA	U.S.A.	85055392 6/4/2010	4003679 7/26/2011	and other machines that require high levels of personal knowledge, skill or experience of the operators to meet the required accuracy in operating them; rental of computers; providing computer programs	Principal	Registered	Nimbula, Inc.	No (no prior owner)	Section 8 & 15 due 7/26/2017
				Class 9: Computer software, namely, information technology managing, monitoring, testing, tracking, locating, controlling and analyzing computer software; computer software for implementing scalable cloud computer application development, deployment and management infrastructure; computer software to provide infrastructure-as-a-service capabilities to permit a customer to act as a cloud service provider to third parties					
NIMBULA	U.S.A.	85055403 6/4/2010	4007340 8/2/2011	Class 42: Analysis, implementation, configuration, design and development of computer software for others; technical support services, namely, trouble shooting of computer software	Principal	Registered	Nimbula, Inc.	No (no prior owner)	Section 8 & 15 due 8/2/2017

Trademark Disputes

Parties	Description	Action items/next steps
Nimbula, Inc. (NIMBULA) v. Sven Geschke (NEBULA ONE MORE THAN A CLOUD & Design)	Nimbula sent a cease and desist letter to Sven Geschke regarding his U.S. application for NEBULA ONE MORE THAN A CLOUD & Design (App. No. 85319628). Geschke's application subsequently received an office action citing two other NEBULA marks. Since Geschke did not file a timely response to the office action, it was abandoned as of Sept. 26, 2012.	We have been monitoring this application for possible revival. Once the time period for revival expires, this matter will be closed.

Domain Names

ID number	Title	Registration Date	Expiration Date	Renewal date(s)	Registration authority	Registrant of record	Know third party uses of similar domain names?
apptris.biz	apptris.biz	4/13/2010	4/12/2013		GoDaddy	Nimbula, Inc.	No
apptris.com	apptris.com	4/13/2010	4/13/2013		GoDaddy	Nimbula, Inc.	No
apptris.info	apptris.info	4/13/2010	4/13/2013		GoDaddy	Nimbula, Inc.	No
apptris.me	apptris.me	4/13/2010	4/13/2013		GoDaddy	Nimbula, Inc.	No
apptris.mobi	apptris.mobi	4/13/2010	4/13/2013		GoDaddy	Nimbula, Inc.	No
apptris.net	apptris.net	4/13/2010	4/13/2013		GoDaddy	Nimbula, Inc.	No
apptris.org	apptris.org	4/13/2010	4/13/2013		GoDaddy	Nimbula, Inc.	No
apptris.us	apptris.us	4/13/2010	4/12/2013		GoDaddy	Nimbula, Inc.	No
apptris.biz	apptris.biz	4/13/2010	4/12/2013		GoDaddy	Nimbula, Inc.	No
apptris.info	apptris.info	4/13/2010	4/13/2013		GoDaddy	Nimbula, Inc.	No
apptris.me	apptris.me	4/13/2010	4/13/2013		GoDaddy	Nimbula, Inc.	No
apptris.mobi	apptris.mobi	4/13/2010	4/13/2013		GoDaddy	Nimbula, Inc.	No
apptris.net	apptris.net	4/13/2010	4/13/2013		GoDaddy	Nimbula, Inc.	No
apptris.org	apptris.org	4/13/2010	4/13/2013		GoDaddy	Nimbula, Inc.	No
apptris.us	apptris.us	4/13/2010	4/12/2013		GoDaddy	Nimbula, Inc.	No
apptris.ws	apptris.ws	4/13/2010	4/13/2013		GoDaddy	Nimbula, Inc.	No
CNIC-DO605733	benguela	12/3/2008	12/3/2014	1/17/2012	www.la	Chris Pinkham	No
benguela.ws	benguela.ws	1/19/2011	1/19/2013	1/19/2011	GoDaddy	Nimbula, Inc.	No
bengueladev.com	bengueladev.com	8/5/2008	8/5/2018		GoDaddy	Nimbula, Inc.	No
				9/11/2010, 7/19/2011, 7/18/2012			
nimbula.at	nimbula.at	9/11/2010	9/10/2013		GoDaddy	Nimbula, Inc.	No
				9/11/2010, 8/1/2011, 8/1/2012			
nimbula.be	nimbula.be	9/11/2010	9/10/2013		GoDaddy	Nimbula, Inc.	No
nimbula.biz	nimbula.biz	5/1/2010	4/30/2014	5/1/2012	GoDaddy	Nimbula, Inc.	No
				9/11/2010, 9/12/2012			
nimbula.cc	nimbula.cc	9/11/2010	9/11/2014		GoDaddy	Nimbula, Inc.	No
				9/11/2010, 9/10/2012			
nimbula.co	nimbula.co	9/11/2010	9/10/2014		GoDaddy	Nimbula, Inc.	No
				7/1/2011, 7/2/2012			
nimbula.co.za	nimbula.co.za	6/2/2010			Uniforum	Benguela, Inc.	No
nimbula.com	nimbula.com	11/30/2001	11/30/2014	10/8/2012	GoDaddy	Nimbula, Inc.	No
nimbula.com.br	nimbula.com.br	9/11/2010	9/10/2013	9/11/2010,	GoDaddy	Nimbula, Inc.	No

							8/1/2011, 8/1/2012				
							9/11/2010, 8/1/2011, 8/1/2012				
nimbula.de	nimbula.de	9/11/2010	9/10/2013					GoDaddy	Nimbula, Inc.	No	
nimbula.es	nimbula.es	9/11/2010	9/11/2013					GoDaddy	Nimbula, Inc.	No	
							9/11/2010, 9/20/2011, 9/20/12				
nimbula.eu	nimbula.eu	9/11/2010	9/30/2013					GoDaddy	Nimbula, Inc.	No	
nimbula.info	nimbula.info	5/1/2010	5/1/2014				5/1/2012	GoDaddy	Nimbula, Inc.	No	
							9/11/2010, 8/1/2011, 8/1/2012				
nimbula.it	nimbula.it	9/11/2010	9/10/2013					GoDaddy	Nimbula, Inc.	No	
nimbula.me	nimbula.me	5/1/2010	5/1/2014				5/1/2012	GoDaddy	Nimbula, Inc.	No	
nimbula.mobi	nimbula.mobi	5/1/2010	5/1/2014				5/1/2012	GoDaddy	Nimbula, Inc.	No	
							9/11/2010, 9/11/2012				
nimbula.mx	nimbula.mx	9/11/2010	9/10/2014					GoDaddy	Nimbula, Inc.	No	
nimbula.net	nimbula.net	5/1/2010	5/1/2014				5/1/2012	GoDaddy	Nimbula, Inc.	No	
							9/11/2010, 8/1/2011, 8/1/2012				
nimbula.nl	nimbula.nl	9/11/2010	9/10/2013					GoDaddy	Nimbula, Inc.	No	
nimbula.org	nimbula.org	5/1/2010	5/1/2014				5/1/2012	GoDaddy	Nimbula, Inc.	No	
							9/11/2010, 8/28/2012				
nimbula.org.uk	nimbula.org.uk	9/11/2010	9/11/2014					GoDaddy	Nimbula, Inc.	No	
							9/11/2010, 8/1/2011, 8/1/2012				
nimbula.tc	nimbula.tc	9/11/2010	9/10/2013					GoDaddy	Nimbula, Inc.	No	
nimbula.tv	nimbula.tv	5/1/2010	5/1/2014				5/1/2012	GoDaddy	Nimbula, Inc.	No	
							9/11/2010, 8/3/2012				
nimbula.tw	nimbula.tw	9/11/2010	9/11/2014					GoDaddy	Nimbula, Inc.	No	
nimbula.us	nimbula.us	5/1/2010	4/30/2014				5/1/2012	GoDaddy	Nimbula, Inc.	No	
nimbula.ws	nimbula.ws	5/1/2010	5/1/2014				5/1/2012	GoDaddy	Nimbula, Inc.	No	