

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3406702

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	08/21/2013
CONVEYING PARTY DATA	
Name	Execution Date
JACKBE LLC	08/21/2013
RECEIVING PARTY DATA	
Name:	SOFTWARE AG USA INC.
Street Address:	11700 PLAZA AMERICA DRIVE, SUITE 700
City:	RESTON
State/Country:	VIRGINIA
Postal Code:	20190
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12890224
Application Number:	13152388
CORRESPONDENCE DATA	
Fax Number:	(703)707-9112
<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:	7037079110
Email:	mailbox@poszlaw.com
Correspondent Name:	CYNTHIA K. STEPHENSON
Address Line 1:	12040 SOUTH LAKES DRIVE
Address Line 2:	SUITE 101
Address Line 4:	RESTON, VIRGINIA 20191
ATTORNEY DOCKET NUMBER:	109-005, 109_006
NAME OF SUBMITTER:	CYNTHIA K. STEPHENSON
SIGNATURE:	/Cynthia K. Stephenson/
DATE SIGNED:	06/22/2015
Total Attachments: 19	
source=13-08-21 Contribution to Parent Agreement#page1.tif	
source=13-08-21 Contribution to Parent Agreement#page2.tif	
source=13-08-21 Contribution to Parent Agreement#page3.tif	

source=13-08-21 Contribution to Parent Agreement#page4.tif
source=13-08-21 Contribution to Parent Agreement#page5.tif
source=13-08-21 Contribution to Parent Agreement#page6.tif
source=13-08-21 Contribution to Parent Agreement#page7.tif
source=13-08-21 Contribution to Parent Agreement#page8.tif
source=13-08-21 Contribution to Parent Agreement#page9.tif
source=13-08-21 Contribution to Parent Agreement#page10.tif
source=13-08-21 Contribution to Parent Agreement#page11.tif
source=13-08-21 Contribution to Parent Agreement#page12.tif
source=13-08-21 Contribution to Parent Agreement#page13.tif
source=13-08-21 Contribution to Parent Agreement#page14.tif
source=13-08-21 Contribution to Parent Agreement#page15.tif
source=13-08-21 Contribution to Parent Agreement#page16.tif
source=13-08-21 Contribution to Parent Agreement#page17.tif
source=13-08-21 Contribution to Parent Agreement#page18.tif
source=13-08-21 Contribution to Parent Agreement#page19.tif

CONTRIBUTION TO PARENT AGREEMENT

This Contribution to Parent Agreement (the “*Agreement*”) is made effective as of August 21, 2013 (“*Effective Date*”) by and between JackBe LLC (the “*Transferor*”) and Software AG USA, Inc. (the “*Transferee*”) collectively, with Transferor, (the “*Parties*”).

PREAMBLE

Transferee acquired the right, title and interest in and to JackBe Corporation, a Delaware corporation on August 20, 2013, and thereafter converted JackBe Corporation to JackBe LLC, a Delaware limited liability company on August 21, 2013.

Transferee now desires for Transferor, a wholly-owned subsidiary of Transferee, to contribute, transfer and assign to Transferee, and Transferee wishes to accept, acquire and assume the right, title and interest in and to certain assets (“*Acquired Assets*”) and assumed liabilities (“*Assumed Liabilities*”) of the Transferor, effective as of the Effective Date, upon the terms and subject to the conditions set forth in this Agreement.

The Parties hereby agree as follows:

1. Certain Definitions

1.1 Acquired Assets. For purposes of this Agreement, “Acquired Assets” means certain of Transferor’s assets, properties and rights as listed or described in Exhibit 1.1, attached hereto.

1.2 Assignment and Assumption Agreement. For purposes of this Agreement, “Assignment and Assumption Agreement” has the meaning assigned in Section 3.1 (ii).

1.3 Assumed Liabilities. For purposes of this Agreement, “Assumed Liabilities” means the debts and liabilities as listed or described in Exhibit 1.3, attached hereto.

1.4 Bill of Sale. For purposes of this Agreement, “Bill of Sale” has the meaning assigned in Section 3.1 (i).

1.5 Effective Date. For purposes of this Agreement, “Effective Date” has the meaning assigned in the Preamble.

1.6 IP Assignment Agreement. For purposes of this Agreement, “IP Assignment Agreement” has the meaning assigned in Section 3.1 (iii).

1.7 Transferred Contracts. For purposes of this Agreement, “Transferred Contracts” has the meaning assigned in Section 4.1.

1.8 Transferred Employees. For purposes of this Agreement, “Transferred Employees” has the meaning assigned in Section 6.

2. Contribution of Assets

2.1 Transfer of Assets. Subject to the terms of this Agreement, Transferor will contribute, convey, assign, transfer and deliver to Transferee, and Transferee will accept and acquire from Transferor, all of Transferor's rights, title and interest in and to the Acquired Assets, with effect as of the Effective Date.

2.2 Assumption of Liabilities. Effective as of Effective Date, Transferee will assume and agree to perform, satisfy and discharge the Assumed Liabilities in accordance with their respective terms.

3. Conveyance Documents

3.1 On or prior to the Effective Date, Transferor will deliver to Transferee:

- (i) a bill of sale in the form of Exhibit 3.1(i) ("**Bill of Sale**") executed by Transferor;
- (ii) an assignment and assumption agreement in the form of Exhibit 3.1(ii) ("**Assignment and Assumption Agreement**") executed by Transferor;
- (iii) an assignment of all intellectual property of Transferor included in the Assets in the form of Exhibit 3.1 (iii) ("**IP Assignment Agreement**") executed by Transferor; and
- (iv) such other deeds, bills of sale, assignments, certificates of title, transfer tax declarations or certificates, releases by governmental authorities, documents and other instruments of transfer and conveyance as may reasonably be requested by Transferee, each in form and substance satisfactory to Transferee, as the case may be.

3.2 On or prior to the Effective Date, Transferee will deliver to Transferor:

- (i) the Bill of Sale executed by Transferee;
- (ii) the Assignment and Assumption Agreement executed by Transferee;
- (iii) the Assignment and Assumption of Lease Agreements executed by Transferee;
- (iv) the IP Assignment Agreement executed by Transferee, as appropriate;
- (v) such other deeds, bills of sale, assignments, certificates of title, transfer tax declarations or certificates, releases by governmental authorities, documents and other instruments of transfer and conveyance as may reasonably be requested by Transferor, each in form and substance satisfactory to Transferor, to the extent such also need to be executed by Transferee.

4. Transfer of Contracts, Assumption of Liabilities under Transferred Contracts

4.1 Transferred Contracts. Transferor hereby transfers to Transferee on the Effective Date any existing commercial contracts (i.e. no contracts with Federal government agencies), in particular any sales agreements, distribution agreements, customer support agreements, purchase and supply agreements, non-disclosure agreements, loan and other financing agreements, unfulfilled purchase orders of customers or purchase orders of the Transferor with its suppliers, guarantees and indemnities, insurance contracts and inter-company agreements including, without limitation the contracts set forth on Exhibit 4.1 to the Contribution Agreement (the "*Transferred Contracts*") and all rights and obligations under such contracts to Transferee and Transferee accepts the transfer accordingly.

4.2 Assumption of Liabilities under Transferred Contracts. Transferee hereby assumes from Transferor any liabilities under any Transferred Contract irrespective of whether such liabilities relate to a period prior or after to the Effective Date.

5. Third Party or Other Consents

The Parties acknowledge and agree that certain of the assumptions or transfers set forth herein, including the assumption of the Assumed Liabilities pursuant to Section 2.2 and the transfer of contracts pursuant to Sections 4.1 and 4.2, may not be effected on or before the Effective Date due to the inability of the Parties to obtain necessary consents or approvals or the inability of the Parties to take certain other actions necessary to effect such assumptions or transfers. To the extent any assumptions or transfers contemplated by this Agreement have not been fully effected on or before the Effective Date, the Parties shall cooperate and use commercially reasonable efforts to obtain any necessary consents or approvals or take any other actions necessary to effect such transfers as promptly as practicable following the Effective Date. Until such assumptions or transfers become effective the Parties shall put each other economically in the position in which they would be if the assumptions or transfers had become effective on the Effective Date.

6. Transfer of Employees

The Parties agree that Transferee, as of the Effective Date, shall assume all rights and liabilities arising from all permanent and non-permanent employment relationships of the Transferor's employees identified in Exhibit 6 hereof ("*Transferred Employees*"). The Parties agree to work together in good faith to transfer, as of the Effective Date, the employment of the Transferred Employees to the Transferee. Further, the parties agree to work together in good faith to ensure that the Transferred Employees are covered, as of the Effective Date, under the Transferee's employee benefit plans. The Parties also agree to work together in good faith to amend the immigration status of any foreign national Transferred Employees to the Transferee, as may be necessary. Further, the Parties agree to work together in good faith to complete any required immigration-related attestations as of the Effective Date.

7. Representations and Warranties

7.1 Transferor. Transferor represents that to the best of its knowledge, Transferor has good and marketable title to all of the Acquired Assets, free and clear of any liens, charges, pledges, security interests or other encumbrances, and that to the best of Transferor's knowledge, this Agreement shall vest in Transferee good and marketable title to all such Acquired Assets.

7.2 Transferee. Transferee acknowledges and agrees that, except as expressly set forth in this Agreement: (a) Transferor is not making any representations or warranties, express or implied, as to the condition, quality, merchantability or fitness of any Acquired Asset or Transferring Contracts transferred pursuant to this Agreement; and (b) all such Acquired Assets are hereby sold on an "as is", "where is" basis.

8. Final Provisions

8.1 Cooperation. The Parties shall cooperate, make all statements and shall take all other actions reasonably required to consummate all transactions contemplated under this Agreement.

8.2 Governing Law. The laws of the Commonwealth of Virginia (excluding its rules governing conflicts of laws) shall govern the construction, interpretation and other matters arising out of or in connection with this Agreement and each of the Exhibits attached hereto (whether arising in contract, tort, equity or otherwise).

8.3 Written Form. Any amendments of this Agreement (including amendment of this provision) are valid only if made in writing, unless another form is required by law.

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

8.5 Entire Agreement. This Agreement and each of the Exhibits attached hereto, constitutes the final agreement between the Parties, and is the complete and exclusive statement of the Parties' agreement on the matters contained herein and therein. All prior and contemporaneous negotiations and agreements between the Parties with respect to the matters contained herein and therein are superseded by this Agreement.

[Signature page immediately follows]

The Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

Software AG USA, Inc.

By: W. S. [Signature]
Authorized Person

JackBe LLC

By: H. [Signature]
Authorized Person

Exhibit 1.1
to Contribution to Parent Agreement

Acquired Assets

Except for property and assets associated with any contract between Transferor and the government of the United States of America, any and all other Transferor property and assets, real, personal or mixed, tangible and intangible, of every kind and description, wherever located and whether or not reflected on Transferor's balance sheet, including the following with respect to Transferor:

- (i) all machinery, equipment, tools, furniture, office equipment, computer hardware, supplies, materials, vehicles and other items of tangible personal property of every kind owned or leased by Transferor, together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof, and all maintenance records and other documents relating thereto;
- (ii) all Transferred Contracts (whether written or oral and whether express or implied) and all outstanding offers or solicitations made by or to Transferor to enter into such a contract;
- (iii) all consents, licenses, permits or registrations issued, granted, given or otherwise made available by or under the authority of any governmental body or pursuant to any law and all pending applications therefor or renewals thereof, in each case to the extent transferable to Transferee;
- (iv) all records of Transferor, including copies of all personnel records for Transferred Employees;
- (v) any intellectual property owned, used or licensed (as licensor or licensee) by Transferor, including: (a) Transferor's name, assumed business names and corporate names; (b) patents, patent disclosures, trademarks, service marks, trade dress, trade names, logos, copyrights and mask works, and all registrations, applications and goodwill associated with the foregoing; (c) computer software (including source and object codes), databases, data models or structures, algorithms, system architectures and related documentation, data and manuals; (d) trade secrets, know-how and confidential business information (including information concerning products, product specifications, data, formulae, compositions, designs, sketches, photographs, graphs, drawings, samples, inventions, discoveries, ideas, past, current, and planned research and development, current and planned methods and processes, client and customer lists and files, current and anticipated client and customer requirements, vendor and supplier lists and files, price lists, market studies, business plans, business opportunities and financial data); (e) rights in Internet web sites and domain names used by Transferor; and (f) rights in electronic mail addresses and in telephone, facsimile, cable or similar numbers used by Transferor and other intangible rights

and property of Transferor, including all going concern value and goodwill;

(vi) all insurance policies and all rights to proceeds received (or claimable) by Transferor under each insurance policy under which the Acquired Assets are or have been insured;

(vii) all claims, rights and defenses of Transferor against third parties relating to the Acquired Assets or Assumed Liabilities, whether choate or inchoate, known or unknown, contingent or non-contingent, including all attorney work-product protections, attorney-client privileges and other legal protections to which Transferor may be entitled in connection with the Acquired Assets or Assumed Liabilities;

(viii) all rights of Transferor relating to deposits and prepaid expenses, claims for refunds and rights of offset.

Exhibit 1.3
to Contribution to Parent Agreement

Assumed Liabilities

Any and all of Transferor's liabilities or obligations of any nature arising under the Acquired Assets, whether known or unknown, whether absolute, accrued, contingent, choate, inchoate or otherwise, whether due or to become due, and whether or not reflected on Transferor's balance sheet, including the following with respect to Transferor:

- (i) all liabilities of Transferor under the Transferred Contracts;
- (ii) all environmental, health and safety liabilities;
- (iii) all liabilities of Transferor for the payment of all wages, benefits and other remuneration due to any and all Transferred Employees, including any applicable pro rata bonus and retention payments, all applicable vacation, sick pay, termination or severance payments; and
- (iv) any claims made or incurred by any Transferred Employees, whether or not asserted, under any employee plan or benefit of any kind.

Exhibit 3.1 (i)
to Contribution to Parent Agreement

Bill of Sale

BILL OF SALE

This Bill of Sale ("*Agreement*") is made effective as of August 21, 2013, by and between JackBe LLC ("*Transferor*"), and Software AG USA, Inc., a Delaware corporation ("*Transferee*").

PRELIMINARY STATEMENT

The Transferor and the Transferee entered into a Contribution to Parent Agreement ("*Contribution Agreement*"), pursuant to which the Transferor agreed to contribute to the Transferee the Acquired Assets and the assumption by the Transferee of the Assumed Liabilities. Capitalized terms contained herein but not otherwise defined herein have the meanings ascribed to them in the Contribution Agreement.

AGREEMENT

The parties, intending to be legally bound, agree as follows:

1. CONTRIBUTION OF ACQUIRED ASSETS

For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by the Contribution Agreement, the Transferor hereby conveys, contributes, assigns, transfers and delivers to the Transferee, and Transferee hereby accepts and acquires, all of Transferor's right, title and interest in and to any and all of the Acquired Assets, real, personal or mixed, tangible and intangible, of every kind and description and wherever located.

2. POWER OF ATTORNEY

Without limiting Section 3, the Transferor constitutes and appoints the Transferee the true and lawful agent and attorney-in-fact of the Transferor, with full power of substitution and re-substitution, in whole or in part, in the name and stead of the Transferor but on behalf and for the benefit of the Transferee and its successors and assigns:

- (i) to demand, receive and collect any and all of the Acquired Assets and to give receipts and releases for and with respect to the same, or any part thereof;
- (ii) to institute and prosecute, in the name of the Transferor or otherwise, any and all proceedings at law, in equity or otherwise, which the Transferee or its successors and assigns may deem proper to collect or reduce to possession any of the Acquired Assets and to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and
- (iii) to do all things legally permissible, required, or reasonably deemed by the Transferor to be required, to recover and collect the Acquired Assets, and to use the Transferor's name in such manner as the Transferee may reasonably deem necessary

for the collection and recovery of the Acquired Assets.

Transferor declares that the foregoing powers are coupled with an interest and are and will be irrevocable by the Transferor.

3. FURTHER ACTIONS

Hereafter, Transferor will warrant and defend the assignment, conveyance, contribution, transfer and delivery of the Acquired Assets made hereby against all persons, and will take all steps reasonably necessary to establish the record of Transferee's title to the Acquired Assets. Upon Transferee's request, Transferor will execute and deliver any other instruments of transfer and assignment and take such other actions as Transferee may reasonably require to more effectively transfer and assign to and vest in Transferee each of the Acquired Assets.

4. RELATIONSHIP TO THE CONTRIBUTION AGREEMENT

The terms of the Contribution Agreement (including the definition and usage provisions) are incorporated herein by this reference, and will not be superseded by this Agreement, but will remain in full force and effect to the full extent provided therein. If there is any inconsistency between the Contribution Agreement and this Agreement, the Contribution Agreement will control.

5. COUNTERPARTS

This Agreement may be executed in two or more counterparts.

The parties have executed this Bill of Sale as of the date indicated in the first sentence.

Software AG USA, Inc.

By: W. Stanford Sir
Authorized Person

JackBe LLC

By: H. S. Williams
Authorized Person

Exhibit 3.1 (ii)
to Contribution to Parent Agreement
Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("**Agreement**") is made effective as of August 21, 2013, by and between JackBe LLC, a Delaware limited liability company ("**Transferor**"), and Software AG USA, Inc., a Delaware corporation ("**Transferee**").

PRELIMINARY STATEMENT

The Transferor and the Transferee entered into a Contribution to Parent Agreement ("**Contribution Agreement**"), pursuant to which the Transferor agreed to contribute the Acquired Assets to the Transferee and the assumption by the Transferee of the Assumed Liabilities.

AGREEMENT

The parties, intending to be legally bound, agree as follows:

1. ASSIGNMENT AND ASSUMPTION

Transferor hereby assigns, contributes and transfers the Acquired Assets and Assumed Liabilities (collectively, the "**Assignment**") to Transferee, and Transferee hereby accepts the Assignment and agrees to discharge the Assumed Liabilities.

2. FURTHER ACTIONS

Upon the request of either party, the other party will execute and deliver, at its own expense, any other instruments of transfer and assignment and take any other actions as the requesting party may reasonably require to more effectively consummate the Assignment.

3. RELATIONSHIP TO THE CONTRIBUTION AGREEMENT

The terms of the Contribution Agreement (including the definition and usage provisions) are incorporated herein by this reference, and will not be superseded by this Agreement, but will remain in full force and effect to the full extent provided therein. If there is any inconsistency between the Contribution Agreement and this Agreement, the Contribution Agreement will control.

4. COUNTERPARTS

This Agreement may be executed in two or more counterparts.

[Signature page immediately follows]

The parties have executed this Agreement as of the date indicated in the first sentence.

Software AG USA, Inc.

By: W. S. Gumpoul Si
Authorized Person

JackBe LLC

By: K. L. Smith
Authorized Person

Exhibit 3.1 (iii)
to Contribution to Parent Agreement

IP Assignment Agreement

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment Agreement ("***Agreement***") is made effective as of August 21, 2013, by and between JackBe LLC, a Delaware limited liability company ("***Transferor***"), and Software AG USA, Inc., a Delaware corporation ("***Transferee***").

PRELIMINARY STATEMENT

The Transferor and the Transferee entered into a Contribution to Parent Agreement ("***Contribution Agreement***"), pursuant to which the Transferor agreed to contribute the Acquired Assets to the Transferee and the assumption by the Transferee of the Assumed Liabilities.

AGREEMENT

The parties, intending to be legally bound, agree as follows:

1. ASSIGNMENT

Transferor hereby assigns, contributes and transfers all of the intellectual property of Transferor included in the Acquired Assets, to include, without limitation, the Presto software product line (collectively, the "***Assignment***") to Transferee, and Transferee hereby accepts the Assignment.

2. FURTHER ACTIONS

Upon the request of either party, the other party will execute and deliver, at its own expense, any other instruments of transfer and assignment and take any other actions as the requesting party may reasonably require to more effectively consummate the Assignment.

3. RELATIONSHIP TO THE CONTRIBUTION AGREEMENT

The terms of the Contribution Agreement (including the definition and usage provisions) are incorporated herein by this reference, and will not be superseded by this Agreement, but will remain in full force and effect to the full extent provided therein. If there is any inconsistency between the Contribution Agreement and this Agreement, the Contribution Agreement will control.

4. COUNTERPARTS

This Agreement may be executed in two or more counterparts.

[Signature page immediately follows]

The parties have executed this Agreement as of the date indicated in the first sentence.

Software AG USA, Inc.

By: W. S. Gmünder
Authorized Person

JackBe LLC

By: B. L. L. L. L.
Authorized Person

Exhibit 4.1
to Contribution to Parent Agreement

Transferred Contracts

3M Health Information Systems
Accenture
Adelante Advisory Corp.
Bayer Corporation
Bowker
Dell Inc.
Deutsche Bank
Diebold
Digital Reasoning
DTE
Elsevier Health Sciences
EMC
Freddie Mac
GE Power & Water- Atlanta
GE Power & Water- Europe
General Electric Aviation
Hewlett Packard
Infosys Technologies
Intel
INTTRA, Inc.
Measure and Manage, LLC
Microsoft Corporation
mindSHIFT Technologies, Inc.
Nutrisystem Inc.
Oracle Financial Services Software
Limited
Penn State Hershey Medical Center
Procter & Gamble
Qualcomm
Random House, Inc.
Rocky View County
Southern California Edison
Thomson Reuters Scientific
Unisys
Unisys - GB
Walt Disney Studios
Wells Fargo & Company

Exhibit 6
to Contribution to Parent Agreement

Transferred Employees To Software AG USA, Inc.

Barros	Michael
Bennett	Michael
Carmona	Jorge
Carpenter	Cynthia
Combiths	Daniel
Crupi	Johnny
Derechin	Jacobo
Fagan	Mark
Fletcher	Alexis
Hamorsky	Sandra
Harrow	Gregg
**Ippadi	Girish
Jehling	Christian
Krishnamurthy	Rajmohan
Lazarte	Ivan
Mitchell	Sara
O'Brien	John
Polenur	Alexey
Solomon	Marc
Thope	Karthic
Ventola	Thomas

** Girish Ippadi to be further transferred to SAG India.