

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3651338

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TOM (YITAO) REN	01/01/2011
RECEIVING PARTY DATA		
Name:	AEC SOFT USA, INC.	
Street Address:	1776 YORKTOWN	
Internal Address:	SUITE 435	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77056	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7587377
CORRESPONDENCE DATA		
Fax Number:	(650)843-4001	
<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:	650-843-4000	
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Correspondent Name:	DOUGLAS J. CRISMAN	
Address Line 1:	MORGAN, LEWIS & BOCKIUS	
Address Line 2:	3000 EL CAMINO REAL, BLDG. 2, SUITE 700	
Address Line 4:	PALO ALTO, CALIFORNIA 94306	
ATTORNEY DOCKET NUMBER:	054848-5019-US (REN/AEC)	
NAME OF SUBMITTER:	LINDA QUINTANA	
SIGNATURE:	/Linda Quintana/	
DATE SIGNED:	12/09/2015	
Total Attachments: 8		
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INTELLECTUAL PROPERTY AGREEMENT

This Intellectual Property Agreement (this "Agreement") is entered into this 1st day of January, 2011, by and among Tom (Yitao) Ren ("Ren"), AECsoft USA, Inc. ("AECsoft") and SciQuest, Inc. ("SciQuest").

WHEREAS, Ren is an employee, officer, director and stockholder of AECsoft;

WHEREAS, Ren has created certain Work Product (as defined below) and has previously licensed such Work Product to AECsoft;

WHEREAS, the stockholders of AECsoft, including Ren, have agreed to sell all of the issued and outstanding shares of capital stock of AECsoft to SciQuest pursuant to that certain Stock Purchase Agreement, dated on or about the date hereof (the "Purchase Agreement"), and Ren shall receive a substantial benefit from the transactions contemplated by the Purchase Agreement;

WHEREAS, it is a condition to SciQuest's obligations under the Purchase Agreement that Ren enter into this Agreement so that the Work Product is assigned to AECsoft contemporaneously with the Closing of the transactions contemplated by the Purchase Agreement; and

WHEREAS, SciQuest and AECsoft acknowledge that the Designated Registrations (defined below), which comprise a part of the Work Product, may have application in areas outside of the Procurement Area (defined below) and are therefore valuable to Ren; and

WHEREAS, Ren desires to pursue the development of Non-Procurement Sublicense Arrangements (defined below) with third parties, and to that end, SciQuest and AECsoft are, under the terms of this Agreement, appointing Ren as their exclusive agent to develop such Non-Procurement Sublicense Arrangements, subject to Ren acting as such agent in accordance with the terms of this Agreement; and

WHEREAS, each capitalized term that is used but not otherwise defined herein shall have the meaning assigned to it in the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth in this Agreement:

1. Ren hereby irrevocably assigns to AECsoft all right, title and interest in, to and under the Work Product. Ren acknowledges that upon execution of this Agreement (i) Ren will have no rights in or to the Work Product, except as provided in this Agreement, and (ii) AECsoft will be the exclusive owner of all right, title and interest in, to and under the Work Product, subject to AECsoft's obligations to Ren under this Agreement.

2. For purposes of this Agreement, "Work Product" means the Registrations listed on Schedule 2.16(c)(v) of the Purchase Agreement (the "Designated Registrations") and all other

deliverables, reports, documents, data, metadata, developments, inventions, derivative works, improvements, works of authorship, Registrations and Intellectual Property with respect to which Ren has or may have ownership or other rights that (i) relates to, or could otherwise be used in, the Business or (ii) was conceived, created or developed in whole or in part by Ren either (A) within the scope of such Ren's employment or other relationship with AECsoft or any of its Affiliates, (B) based on, resulting from, or suggested by any work performed within the scope of Ren's employment or other relationship with AECsoft or any of its Affiliates, or (C) using the time, resources, data, facilities, or equipment of AECsoft or any of its Affiliates.

3. At AECsoft's request, Ren shall perform any and all acts that AECsoft may reasonably deem necessary or desirable to evidence, protect or confirm AECsoft's exclusive ownership interest in, to and under the Work Product, including, but not limited to, (i) preparing a complete written disclosure of all Work Product, (ii) executing, acknowledging and delivering any requested affidavits and documents of assignment or conveyance, including without limitation the form of Patent Assignment attached hereto as Exhibit A, which shall convey the Designated Registrations, (iii) obtaining and/or aiding in the enforcement of any related copyrights, trademarks, trade secrets and patents, and (iv) executing any other documents as may be required to protect the rights of AECsoft in any Work Product.

4.

(a) Subject to the terms of this Section 4, Ren is hereby irrevocably appointed as the exclusive sales agent of SciQuest and AECsoft and any Affiliate to which the Designated Registrations may be transferred in the future (collectively, the "Company") for the purpose of soliciting business relationships pursuant to which third parties may license the Designated Registrations for business applications that are outside of the Procurement Area ("Non-Procurement Sublicense Arrangements"), which, for example, include areas such as Employment Recruiting & Promotion, Person Search, Dating and Social Media, General Information Searches, General Purpose Multi-source Content Search and Sharing, General Purpose Intelligence Research and Predictive Analysis, Financial Data Search, Potential Customer Search and Customer Relationship Management.

(b) For purposes of this Agreement, the "Procurement Area" means the business of providing procurement solutions to organizations, which shall include without limitation the businesses of SciQuest and AECsoft, both as currently conducted and may be conducted in the future (the "SciQuest Business") and all reasonably potential extensions or expansion opportunities of the SciQuest Business, as determined by SciQuest in good faith.

(c) Ren shall conduct his activities as a sales agent (the "Sales Agency Activities") in accordance with (i) Section 4.6 of the Purchase Agreement, (ii) SciQuest's Code of Business Conduct and Ethics, as may be in effect from time to time, (iii) his duties and responsibilities as an employee of the Company, and (iv) all other policies or protocols of the Company as may be in effect from time to time, in each case to the extent such items remain applicable to Ren (provided that the Code of Business Conduct and Ethics shall be deemed applicable to Ren so long as either Ren or Ying (Lily) Xiong are employed by the Company). While Ren remains an employee of the Company, Ren shall devote substantially all of his business time and efforts to

his duties and responsibilities as a Company employee, and his Sales Agency Activities shall not impinge upon, or detract from, his duties and responsibilities as a Company employee. Ren shall be solely responsible for all expenses incurred in the conduct of the Sales Agency Activities, and Ren shall not use any of the Company's property, resources or facilities to conduct the Sales Agency Activities.

(d) Ren shall not contact or otherwise engage in discussions with any third party regarding a potential Non-Procurement Sublicense Arrangement without the prior written consent of SciQuest, which consent shall not be unreasonably withheld, and Ren shall keep SciQuest reasonably informed of the status of any such discussions. Ren acknowledges and agrees that Ren shall have no authority and is not being appointed as an agent for the purpose of pursuing sublicense arrangements in the Procurement Area. Ren may submit proposed Non-Procurement Sublicense Arrangements to SciQuest for approval, but Ren shall have no authority to act on behalf of the Company to authorize, or agree or commit the Company to, any Non-Procurement Sublicense Arrangement. The terms and conditions of any Non-Procurement Sublicense Arrangement shall be subject to the sole approval of SciQuest, which approval will not be unreasonably withheld. Ren shall not make any representations or assertions to any third party that conflict with this Section 4(d). The Company shall respond to Ren with respect to any proposal for a Non-Procurement Sublicense Agreement brought to it by Ren within 45 days that such proposal is delivered to the Company in writing.

(e) With respect to each Sublicense Arrangement that is approved and entered into by the Company, except as otherwise provided herein, Ren shall be entitled to receive a portion of the revenue payable to the Company as a result of the Non-Procurement Sublicense Arrangement (the "Sublicensing Revenues") as follows:

(i) Ren shall be entitled to 50% of the Sublicensing Revenues with respect to any Non-Procurement Sublicense Arrangements that are entered into while Ren is an employee of the Company,

(ii) Ren shall be entitled to 50% of the Sublicensing Revenues with respect to any Non-Procurement Sublicense Arrangements that are entered into (A) while Ren is not an employee of the Company and (B) prior to the third anniversary of the date hereof, and

(iii) Ren shall be entitled to 70% of the Sublicensing Revenues with respect to any Non-Procurement Sublicense Arrangements that are entered into (A) while Ren is not an employee of the Company and (B) on or after the third anniversary of the date hereof.

In the event that the revenue sharing set forth in this Section 4(e) would not be commercially feasible for any particular Non-Procurement Sublicense Arrangement, Ren and SciQuest shall use their commercially reasonable efforts to agree upon an alternative revenue sharing arrangement with respect to such Sublicense Arrangement. The Company shall not enter into any Sublicense Arrangement that has been submitted to it by Ren unless it has agreed upon a revenue sharing arrangement in accordance with this Section 4(e). Ren shall only be entitled to payments pursuant to this Section 4(e) when and to the extent that Sublicensing Revenues are received by the Company.

(f) The Company shall not assign or exclusively license the Designated Registrations to any third party unless such assignee has assumed and agreed to be bound by the obligations of the Company under this Section 4, unless such assignment or exclusive license is in connection with the sale or transfer of all or substantially all of the ownership interests or assets of the Company or the merger, consolidation or reorganization of the Company or other similar transaction (collectively, a "Company Sale") in which the surviving organization owning the Designated Registrations upon completion of the Company Sale will be bound by this Agreement.

(g) Ren acknowledges and agrees that he may have access to or possess from time to time certain information that the Company deems to be of value to it and treats as confidential (the "Confidential Information"), including without limitation business and financial information and technological information. The Confidential Information shall remain the sole and exclusive property of the Company and neither this Agreement nor disclosure of the Confidential Information to Ren confers to Ren any license, interest or rights of any kind in or to the Confidential Information. Ren shall keep the Confidential Information strictly confidential and secret and shall not use or disclose any Confidential Information in the course of his Sales Agency Activities, or for any other purpose, without the prior written consent of SciQuest, which consent shall not be unreasonably withheld.

(h) Upon the later to occur of (i) Ren's termination of employment from the Company and/or any Company Affiliate and (ii) the third anniversary of the date hereof, Ren shall have the right to use, as a license thereof, the Designated Registrations (as then existing, subject to all then existing Non-Procurement Sublicense Arrangements) in all fields of use outside of the Procurement Area for use of the Designated Registrations by Ren or his Affiliates; provided, however, that (i) such uses shall not conflict with or violate Section 4.6 of the Purchase Agreement and (ii) Ren and Ren's Affiliates will not have any right to grant sublicenses of the Designated Registrations (except for standard customer use and shrink-wrap type licenses) without the Company's written consent as contemplated above for Non-Procurement Sublicense Arrangements.

5. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Texas, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina. The parties hereto hereby irrevocably submit to the exclusive jurisdiction of the Federal district court of the United States of America for the Eastern District of North Carolina, in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby and thereby and hereby waive, and agree not to assert, as a defense in any Proceeding for the interpretation or enforcement hereof or thereof, that it is not subject thereto or that such Proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such Proceeding shall be heard and determined in such Federal court. The parties hereby consent to and grant any such court

jurisdiction over the person of such parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such Proceeding in the manner provided in Section 9.05 or in such other manner as may be permitted by applicable statutes, rules or regulations, shall be valid and sufficient service thereof. With respect to any particular Proceeding, venue shall lie solely in Wake County, North Carolina.

6. This Agreement shall be assignable to, and shall inure to the benefit of, each of AECsoft's and SciQuest's successors and assigns, including, without limitation, a successor through merger, consolidation, or sale of a majority of such entity's stock or assets, and shall be binding upon Ren. Ren shall not have the right to assign his rights or obligations under this Agreement unless Ren first obtains the Company's written consent to such assignment (or the written consent of the Company's successor or assign).

7. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

8. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. Facsimile signatures shall be deemed original signatures.

[Signatures on Following Page]

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement with legal and binding effect as of the date and year first above written.

SCIQUEST, INC.

By: [Signature]

Name: Rudolph C. Howard

Title: CEO

AECISOFT USA, INC.

By: _____

Name: _____

Title: _____

Tom (Yitao) Ren

PATENT

REEL: 037253 FRAME: 0970

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement with legal and binding effect as of the date and year first above written.

SCIQUEST, INC.

By: _____
Name: _____
Title: _____

AECISOFT USA, INC.

By: YING (LILY) XIONG
Name: YING (LILY) XIONG
Title: President

Tom (Yitao) Ren
Tom (Yitao) Ren

SCHEDULE 2.16(c)(v)
INTELLECTUAL PROPERTY TO BE TRANSFERRED TO THE COMPANY

United States Patent No. 7,587,377, "Method of Scoring and Automatically Qualifying Search Results Based on a Pre-Defined Scoring Matrix Relating to a Knowledge Domain of Third-Parties Invoking a Rule Construction Tool to Construct Scoring Rules to Answers for Questions Within the Knowledge Domain" filed 1 November 2006.

United States Provisional Patent Application No. 61-325297, "Centralized Web Based Portal Enabling Multiple Submission and Maintenance of Supplier Information to Buyers Supplier Management Websites" filed 17 April 2010.

Chinese Patent No. 201010530063 filed Nov 3, 2010.