# 503681211 02/04/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3727847

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
SEARCHLITE ADVANCES, LLC	02/03/2016

## **RECEIVING PARTY DATA**

Name:	CALLIDUS SOFTWARE INC.
Street Address:	4140 DUBLIN BOULEVARD
City:	DUBLIN
State/Country:	CALIFORNIA
Postal Code:	94568

## **PROPERTY NUMBERS Total: 5**

Property Type	Number
Patent Number:	9122529
Patent Number:	7937705
Patent Number:	7065764
Patent Number:	8544017
Application Number:	14835733

#### CORRESPONDENCE DATA

**Fax Number:** (650)847-4151

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.

**Phone:** (650) 847-4150

**Email:** IPDocketing@duanemorris.com

Correspondent Name: DUANE MORRIS LLP
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Address Line 4: PALO ALTO, CALIFORNIA 94304-1194

NAME OF SUBMITTER:	AMIR A. TABARROK
SIGNATURE:	/Amir A. Tabarrok/
DATE SIGNED:	02/04/2016

#### **Total Attachments: 4**

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# **EXHIBIT A**

## PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), is made and entered into this 3<sup>rd</sup> day of February, 2016 (the "Effective Date"), by and between Searchlite Advances, LLC, a limited liability company organized under the laws of California having offices at 1754 Technology Drive, Suite 135, San Jose, CA 95110 ("Assignor") and Callidus Software Inc., a corporation organized under the laws of Delaware, having offices at 4140 Dublin Boulevard, Dublin, California 94568 ("Assignee") (each a "Party" and collectively the "Parties").

WHEREAS, Assignor is the owner of United States Letters Patents: 9,122,529 entitled "Dynamic Job Processing Based on Estimated Completion Time and Specified Tolerance Time"; 7,937,705 entitled "Dynamic Job Processing Based on Estimated Completion Time and Specified Tolerance Time"; 7,065,764 entitled "Dynamically Allocated Cluster System"; 8,544,017 entitled "Dynamic Job Processing Based on Estimated Completion Time and Specified Tolerance Time; and US Patent Application number 14/835,733 entitled "Dynamic Job Processing Based on Estimated Completion Time and Specified Tolerance Time" ("The Patents"); and

WHEREAS, Assignee desires to acquire Assignor's right, title, interest, and privileges in and to The Patents.

WHEREAS, Assignor and Assignee have agreed by an Agreement for Purchase and Sale of Patents and US Patent Application (the "Purchase Agreement") dated on or about January 22, 2016 by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to The Patents as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

#### ASSIGNMENT

1. Assignor hereby sells, transfers, assigns and sets over to Assignee all rights, title and interest in and to The Patents, and all the rights under any letters patent that may be granted under any continuations, divisions, reissues, reexaminations, renewals and extensions therefor and thereon and all continuations, divisions, reissues, reexaminations, renewals and extensions thereof; and all applications for industrial property protection, including without limitation, all applications for patents, utility models, and designs which may hereafter be filed for The Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from The Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all

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applications for patents, utility models, copyrights and designs which may hereafter be filed for The Patents in any country or countries, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates, copyrights and designs which may be granted for The Patents in any country or countries and all extensions, renewals and reissues thereof.

- 2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, it successors, assigns and legal representatives, or to such nominees as it may designate.
- 3. Assignor agrees that, whenever reasonably requested by Assignee and at Assignee's expense, Assignor will execute all papers, take all rightful oaths, and do all lawful acts which may be reasonably necessary for securing and maintaining The Patents in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
- 4. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for The Patents, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
- 5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

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6. All of the rights, title and interest in and to The Patents sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

WHEREIN, the Assignor has executed this Assignment as of the date written below.

Date: February 3, 2016 SEARCHLITE ADVANCES, LLC

By: Parel Pande

Name: Rakesh Rando

Title: Anthorized Person

# **ACKNOWLEDGMENT**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA	)				
COUNTY OF SANTA CLI	ARA) ss.				
On 2/3/2016 before me, RAKESH RAMDE whose name(s) is/are subscribe his/her/their authorized capacity upon behalf of which the person	d to the within instrumen y(i <b>%</b> ), and that by h <u>is</u> /he	t and acknowled r/their signature(	ged to me that he/	she/they executed the san	ne in
I certify under PENALTY OF F correct.	ERJURY under the laws of	of the State of Ca	llifornia that the for	regoing paragraph is true a	ınd
WITNESS my hand and official	l seal.				
Signature	hw/	(Seal)	N	HANNAH TRAN Commission No. 2078586 OTARY PUBLIC-CALIFORNIA SANTA CLARA COUNTY Comm. Expires AUGUST 19, 2018	mun NCC1

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Agreement for Sale of Patent - Callidus Confidential Information

**RECORDED: 02/04/2016** 

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