

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4393585

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|-----------------------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| BANK OF AMERICA, N.A. | 05/01/2017 |
| RECEIVING PARTY DATA | |
| Name: | MICRO FOCUS IP DEVELOPMENT LIMITED |
| Street Address: | THE LAWN, 22-30 OLD BATH ROAD |
| City: | NEWBURY, BERKSHIRE |
| State/Country: | UNITED KINGDOM |
| Postal Code: | RG14 1QN |
| Name: | MICRO FOCUS (IP) LIMITED |
| Street Address: | THE LAWN, 22-30 OLD BATH ROAD |
| City: | NEWBURY, BERKSHIRE |
| State/Country: | UNITED KINGDOM |
| Postal Code: | RG14 1QN |
| PROPERTY NUMBERS Total: 20 | |
| Property Type | Number |
| Application Number: | 14106523 |
| Patent Number: | 8239831 |
| Application Number: | 13542408 |
| Patent Number: | 8060543 |
| Patent Number: | 7581075 |
| Patent Number: | 8051404 |
| Patent Number: | 6633923 |
| Patent Number: | 7904587 |
| Patent Number: | 7836202 |
| Patent Number: | 7562369 |
| Patent Number: | 7428726 |
| Patent Number: | 7437717 |
| Patent Number: | 6701519 |
| Patent Number: | 7243337 |
| Patent Number: | 6957436 |

PATENT

| Property Type | Number |
|----------------|---------|
| Patent Number: | 6907609 |
| Patent Number: | 6453320 |
| Patent Number: | 6766335 |
| Patent Number: | 6754889 |
| Patent Number: | 6725399 |

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: JAMES MURRAY

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Address Line 2: CT CORPORATION

Address Line 4: COLUMBUS, OHIO 43219

| | |
|---------------------------|------------------|
| NAME OF SUBMITTER: | ELAINE CARRERA |
| SIGNATURE: | /Elaine Carrera/ |
| DATE SIGNED: | 05/02/2017 |

Total Attachments: 5

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RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Bank of America, N.A.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 1, 2017

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Release of Security Interest

2. Name and address of receiving party(ies)

Name: Micro Focus IP Development Limited and Micro Focus (IP) Limited

Internal Address: _____

Street Address: The Lawn, 22-30 Old Bath Road

City: Newbury

State: Berkshire

Country: United Kingdom Zip: RG14 1QN

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

See Schedule A

B. Patent No.(s)

See Schedule A

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 20

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

May 1, 2017

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

RELEASE OF SECURITY INTEREST IN PATENTS

This RELEASE OF SECURITY INTEREST IN PATENTS (this “Release”), dated as of May 1, 2017 (the “Effective Date”), is made by BANK OF AMERICA, N.A., in its capacity as Collateral Agent (the “Collateral Agent”), in favor of the grantor parties identified on the signature page hereto (the “Grantors”).

WHEREAS, pursuant to that certain Security Agreement, dated as of November 20, 2014, by and among the Collateral Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Collateral Agent a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Patent Security Agreement, dated as of November 20, 2014 (the “Patent Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Patent Office on May 15, 2015 at Reel/Frame 035685/0628;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Patent Security Agreement, as applicable.
2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Patent Collateral, including the patents and patent applications set forth Schedule A attached hereto, arising under the Security Agreement and the Patent Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Patent Collateral under the Patent Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Patent Security Agreement.
4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Signature page to follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**BANK OF AMERICA, N.A., acting in its
capacity as Collateral Agent for the Lenders**

By: Anthea Del Bianco
Name: Anthea Del Bianco
Title: Vice President

GRANTORS:
MICRO FOCUS (IP) LIMITED
MICRO FOCUS IP DEVELOPMENT LIMITED

SCHEDULE A

| | Title | Jurisdiction | Applic. No./ Filing Date | Patent No./ Issue Date | Status | Grantor |
|-----|---|--------------|-----------------------------|---------------------------|---------|--|
| 1. | Interfacing systems and methods | U.S. | 14/106523 12/13/2013 | — | Pending | Dorian Hughes (assigned to Micro Focus IP Development Limited) |
| 2. | Visual interface for automated software testing | U.S. | 11/548572 10/11/2006 | 8239831 8/7/2012 | Issued | Micro Focus (IP), Inc. (assigned to Micro Focus IP Development Limited) |
| 3. | Visual interface of automated software testing | U.S. | 13/542408 7/5/2012 | — | Pending | Micro Focus (IP), Inc. (assigned to Micro Focus IP Development Limited) |
| 4. | Tracking software object use | U.S. | 11/119427 4/29/2005 | 8060543 11/15/2011 | Issued | Micro Focus (IP), Inc. (assigned to Micro Focus IP Development Limited) |
| 5. | Memory pressure metric for application scalability | U.S. | 11/503870 8/11/2006 | 7581075 8/25/2009 | Issued | Micro Focus (IP), Inc. (assigned to Micro Focus IP Development Limited) |
| 6. | Software development | U.S. | 10/415466 10/26/2004 | 8051404 11/1/2011 | Issued | Micro Focus (IP) Limited |
| 7. | Method and system for dynamic configuration of interceptors in a client-server environment | U.S. | 09/890443 12/18/2001 | 6633923 10/14/2003 | Issued | Micro Focus IP Development Limited |
| 8. | Flexibly deployable communication device facilitating interoperation between middleware | U.S. | 11/307026 1/19/2006 | 7904587 3/8/2011 | Issued | Micro Focus IP Development Limited |
| 9. | Communication system integrating a plurality of middleware and implementing sophisticated paths for data flow | U.S. | 11/307040 1/19/2006 | 7836202 11/16/2010 | Issued | Micro Focus IP Development Limited |
| 10. | Method and system for dynamic configuration of activators in a client-server environment | U.S. | 09/890536 1/15/2003 | 7562369 7/14/2009 | Issued | Micro Focus IP Development Limited |
| 11. | Techniques for software configuration tracking | U.S. | 09/547550 4/12/2000 | 7428726 9/23/2008 | Issued | Micro Focus (IP) Limited |
| 12. | Techniques for software configuration tracking | U.S. | 10/754017 1/7/2004 | 7437717 10/14/2008 | Issued | Micro Focus (IP) Limited |
| 13. | Managing hardware and software configuration information of systems being tested | U.S. | 09/548127 4/12/2000 | 6701519 3/2/2004 | Issued | Micro Focus (IP) Limited |
| 14. | Managing hardware and software configuration information of systems being tested | U.S. | 10/645093 8/21/2003 | 7243337 7/10/2007 | Issued | Micro Focus (IP) Limited |
| 15. | Method and system for multi-threaded object loading and unloading | U.S. | 09/890444 12/14/2001 | 6957436 10/18/2005 | Issued | Micro Focus IP Development Limited |
| 16. | Object request dispatch using matching of a segmented object key | U.S. | 09/241925 2/1/1999 | 6907609 6/14/2005 | Issued | Micro Focus IP Development Limited |

| | Title | Jurisdiction | Applic. No./ Filing Date | Patent No./ Issue Date | Status | Grantor |
|-----|---|---------------------|-------------------------------------|-----------------------------------|---------------|------------------------------------|
| 17. | Method and system for providing object references in a distributed object environment supporting object migration | U.S. | 09/241926 2/1/1999 | 6453320 9/17/2002 | Issued | Micro Focus IP Development Limited |
| 18. | Method and system for providing object references in a distributed object environment supporting object migration | U.S. | 10/073455 2/11/2002 | 6766335 7/20/2004 | Issued | Micro Focus IP Development Limited |
| 19. | Java automation, testing, and analysis | U.S. | 09/684681 10/4/2000 | 6754889 6/22/2004 | Issued | Micro Focus (IP) Limited |
| 20. | Requirements based software testing method | U.S. | 09/353872 7/15/1999 | 6725399 4/20/2004 | Issued | Micro Focus (IP) Limited |