

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4627836

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	IP TRANSFER AGREEMENT
<b>RESUBMIT DOCUMENT ID:</b>	504530269
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
NIMBULA, INC.	04/30/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ORACLE INTERNATIONAL CORPORATION
<b>Street Address:</b>	500 ORACLE PARKWAY
<b>Internal Address:</b>	M/S 50P7
<b>City:</b>	REDWOOD SHORES
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94065
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15692929
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(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>	
<b>Phone:</b>	4155760200
<b>Email:</b>	vaguilar@kilpatricktownsend.com
<b>Correspondent Name:</b>	KILPATRICK TOWNSEND AND STOCKTON LLP
<b>Address Line 1:</b>	TWO EMBARCADERO CENTER
<b>Address Line 2:</b>	SUITE 1900
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94111
<b>ATTORNEY DOCKET NUMBER:</b>	088325-1059583 (139562US)
<b>NAME OF SUBMITTER:</b>	VANESSA M. AGUILAR
<b>SIGNATURE:</b>	/Vanessa M. Aguilar/
<b>DATE SIGNED:</b>	10/05/2017
<b>Total Attachments: 5</b>	
source=Assignment_Nimbula_Oracle#page1.tif	
source=Assignment_Nimbula_Oracle#page2.tif	
source=Assignment_Nimbula_Oracle#page3.tif	

source=Assignment\_Nimbula\_Oracle#page4.tif

source=Assignment\_Nimbula\_Oracle#page5.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”

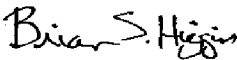
ORACLE INTERNATIONAL CORPORATION, a  
California corporation

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