

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4796377

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OC ACQUISITION LLC	04/22/2016
RECEIVING PARTY DATA	
Name:	ORACLE INTERNATIONAL CORPORATION
Street Address:	500 ORACLE PARKWAY, M/S 50P7
City:	REDWOOD SHORES
State/Country:	CALIFORNIA
Postal Code:	94065
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14242667
CORRESPONDENCE DATA	
Fax Number:	
<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:	408.657.8483
Email:	ingrid@invokeip.com
Correspondent Name:	INGRID COTE
Address Line 1:	84 W. SANTA CLARA ST.,
Address Line 2:	SUITE 500,
Address Line 4:	SAN JOSE,, CALIFORNIA 95113
ATTORNEY DOCKET NUMBER:	R00127NP
NAME OF SUBMITTER:	INGRID COTE
SIGNATURE:	/Ingrid Cote/
DATE SIGNED:	01/26/2018
Total Attachments: 11	
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ORACLE / NEBULA

IP TRANSFER AGREEMENT

THIS ORACLE / NEBULA IP TRANSFER AGREEMENT (this "Agreement") is made and entered into as of May 1, 2016 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 OC Acquisition LLC, a Delaware limited liability company ("OCA").

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;

WHEREAS, OSC, OGH, OIC and OCA entered into a Plan of Contribution dated April 30, 2016 relating to the Reorganization (the "Plan");

WHEREAS, OIC is a direct, majority-owned subsidiary of OGH, which is a direct, majority-owned subsidiary of OSC, which is a direct, majority-owned subsidiary of OC;

WHEREAS, OCA is a disregarded entity of OC for U.S. federal income tax purposes;

WHEREAS, OCA acquired certain assets and liabilities of Nebula, Inc., a Delaware corporation ("Nebula") pursuant to an Asset Purchase Agreement among Nebula, Inc., Sherwood Partners, Inc. and OCA, dated May 27, 2015;

WHEREAS, in connection with the Reorganization and pursuant to the Plan, it is contemplated that, at the direction of OSC and OGH, OCA will transfer directly to OIC, all of the IP Assets (as defined herein), and OIC will assume all of OCA's liabilities 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, 2016 (the "Effective Date"); and

WHEREAS, the transfer of the IP Assets by OCA as contemplated by this Agreement, and pursuant to the Plan, is intended for U.S. federal income tax purposes to constitute a transfer of the IP Assets from OC to OSC, from OSC to OGH, and from OGH to OIC in transactions described in Section 351 of the Internal Revenue Code of 1986, as amended (the "Code").

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 OCA 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, OCA 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, 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 Nebula; and (iii) all copyrights, trade secrets, know-how, and any other proprietary rights and intellectual property assets, registered and unregistered, that relate to Nebula'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 Nebula, including, without limitation, the trademarks and other intellectual property listed on Schedule 1 hereto (the "Marks"), together with the goodwill of Nebula'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 Nebula'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 IP, the Assigned Marks and the Other Goodwill are collectively referred to in this Agreement as the "IP Assets").

Section 1.3. Liabilities. OCA 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.

Section 1.4. Deliveries. OCA 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) OCA 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 OCA 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. OCA 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. OCA 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 OCA 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. OCA and OIC acknowledge and agree that the IP Transfer hereunder includes the assignment by OCA 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. OCA 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 OCA 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.

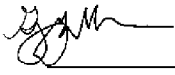
Section 2.8. Counterparts. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. The signatures of all parties need not appear on the same counterpart. The delivery 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.

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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 22, 2016

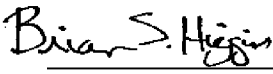
“OIC”

ORACLE INTERNATIONAL CORPORATION, a
California corporation

By: 
Name: Matthew Sarboraria
Title: Vice President
Date: Apr 22, 2016

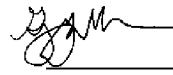
“OCA”

OCA ACQUISITION LLC, a Delaware limited
liability company

By: 
Name: Brian S. Higgins
Title: Vice President
Date: Apr 22, 2016

“OGH”

ORACLE GLOBAL HOLDINGS, INC., a
Delaware corporation

By: 
Name: Greg Hilbrich
Title: Senior Vice President, Taxation
Date: Apr 22, 2016

Schedule 1

Schedule 3.8 Absence of Certain Changes

(g) On April 21, 2015, the Seller received a payment demand letter from HP for approximately \$33,000 to satisfy the server lease obligations pursuant to the 2013 HP Lease, the October 2014 HP Server Lease and the December 2014 HP Server Lease (the “HP Demand Letter”). The Seller is in the process of returning the servers subject to HP and will then be able to negotiate a settlement for its lease obligation. Nothing related to the HP Demand Letter shall be deemed to relieve the Seller of the obligation to deliver the Acquired Assets free and clear of Encumbrances in accordance with Section 2.1 of the Purchase Agreement.

Schedule 3.10 Intellectual Property

(a) (i) (x) The following is a list of the Seller Patents:

Country	Serial Number <i>(If available)</i>	Publication Number <i>(If available. Publication Number may be the publication number for the corresponding international application.)</i>	Issue Number <i>(if available)</i>	Filing Date <i>(m/day/year)</i> <i>(in some cases actual filing date is used rather than the effective filing date.)</i>
US	61/511,966			07/26/2011
US	61/807,308			04/01/2013
US	13/570,080	2014-0045368 A1	8,848,699	08/08/2012
US	14/242,586			04/01/2014
US	14/242,617	2014-0304695		04/01/2014
US	14/242,640	2014-0304398		04/01/2014
US	14/242,655	2014-0298091		04/01/2014
US	14/242,667	2014-0304718		04/01/2014
US	14/163,194	2014-0143401		01/24/2014
US	14/492,902	2015-0012683		09/22/2014
WIPO	PCT/US12/048412	WO 2013/016584		07/26/2012
WIPO	PCT/US14/32571			04/01/2014
EP	12817302.8	2737411		7/26/2012
JP	2014-523028	2014-524096		7/26/2012

WEIL:953337023/66385.0048

The following is a list of dates in connection with the Seller Patents:

Nebula, Inc

Invoice 000000
 Date: 05/06/2019
 Time: 10:00:00 AM
 Fax: 000000
 To: 0000000000

Printed On: 05-May-2019 Page: 1

DOC	ALTERN	EXTENSION	REFERENCE	DATE	TO/DATE REFERENCE	REGISTRATION	RESPONSIBLE	
May 2017								
2017-05	APP REQUEST BIRTH	1	1 500 000000	20170508102100	SYSTEMS AND METHODS FOR ANALYZING DEPENDENT SERVICES	001	2017-05-08-2018	AKA/REGISTRATION
2017-10								
2017-10	APP REQUEST BIRTH	1	1 500 000000	20171008102100	SYSTEMS AND METHODS FOR ANALYZING DEPENDENT SERVICES	001	2017-10-08-2018	AKA/REGISTRATION
2018-05	APP REQUEST BIRTH	1	1 500 000000	20180508102100	SYSTEMS AND METHODS FOR ANALYZING DEPENDENT SERVICES	001	2018-05-08-2019	AKA/REGISTRATION
2018-10	APP REQUEST BIRTH	1	1 500 000000	20181008102100	SYSTEMS AND METHODS FOR ANALYZING DEPENDENT SERVICES	001	2018-10-08-2019	AKA/REGISTRATION
2019-05	APP REQUEST BIRTH	1	1 500 000000	20190508102100	SYSTEMS AND METHODS FOR ANALYZING DEPENDENT SERVICES	001	2019-05-08-2020	AKA/REGISTRATION

END OF REPORT

The following is a list of trademarks:

Mark/Status	App. No./Reg. No.	Goods/Services	Owner	Status Date	Jurisdiction
NEBULA NEBULA Registered	App. No. 85381906 Reg. No. 4419029	Int'l Class 9: Computer servers	Nebula, Inc.	Registered October 15, 2013 October 15, 2019: Section 8/15 Affidavit Due October 15, 2023: Renewal Due	United States (Federal)
NEBULA Renewed	App. No. 75472376 Reg. No. 2392548	Int'l Class 09: Computer software, namely, telecommunications, data communications and computer network management software; network management software for small, medium and large enterprise-wide systems and networks; information systems management software; information distribution software, distributed network management system software; network capacity planning and	Nebula, Inc.	Registered: October 10, 2000 Renewed October 10, 2010 October 10, 2020: Renewal Due	United States (Federal)

Mark/Status	App. No./Reg. No.	Goods/Services	Owner	Status Date	Jurisdiction
		performance monitoring software; datacomm carrier and network service provider monitoring software			
ORION ALLIANCE ORION ALLIANCE Published	App. No. 86392588	Int'l Class 42: Computer and software consulting services, namely, testing of computer hardware and software for others for the purpose of conducting interoperability diagnostics	Nebula, Inc.	Filed October 23, 1997 Published March 10, 2015	United States (Federal)
EZ-SEARCH NEBRASKA - Registered Trade Name (Account Status is Inactive)	Nebraska Secretary of State Account Number 1024447	N/A	Nebula, Inc.	NEBRASKA - Filed July 5, 1989; Expired Sept. 8, 1999	United States (States)
NEBULA Registered	App. No. 10599108	Int'l Class 09: Apparatus for recording, transmission or reproduction of sound or images; data processing equipment, computers, computer servers; computer software; Int'l Class 35: Advertising; business management; business administration; office functions; commercial information and advice for consumers; compilation and systemization of information into computer databases; professional business consultancy; computerized file management; office machines and equipment rental; Int'l Class 42: Providing virtual computer systems and virtual computer environments through	Nebula, Inc.	Registered March 20, 2014 January 27, 2022; Renewal Due	Community (CTM)

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Mark/Status	App. No./Reg. No.	Goods/Services	Owner	Status Date	Jurisdiction
		cloud computing; technical consulting services in the fields of datacenter architecture, public and private cloud computing solutions, and evaluation and implementation of internet technology and services; scientific and technological services and research and design relating thereto; industrial analysis and research services; design and development of computer hardware and software			
NEBULA Registered	App. No. 1561300 Reg. No. TMA9000062	Computer Servers	Nebula, Inc.	Filing Date: January 25, 2012; Registration Date: March 31, 2015	Canada
NEBULA Registered	App. No. 859489 Reg. No. TMA512167	Computer software, namely, telecommunications, data communications and computer network management software; including, network management software for small, medium and large enterprise-wide systems and networks; information systems management software; information distribution software; software for management of distributed network systems; network capacity planning and performance monitoring software; network capacity planning and performance monitoring software for telecommunications, data communications and computer networks and for internet service providers.	Nebula, Inc.	Filing Date: October 23, 1997 Registration Date: May 25, 1999	Canada

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Mark/Status	App. No./Reg. No.	Goods/Services	Owner	Status Date	Jurisdiction
NEBULA – CAPACITY PLANNING & PERFORMANCE SYSTEM (CPPS) Registered	App. No. 776489 Reg. No. TMA483285	Capacity planning and performance systems software, and user guides and systems administration manuals for such software; Customer support services, namely, consulting, training and telephone support, related to the applicant's wares.	Nebula, Inc.	Filing Date: February 27, 1995 Registration Date: September 30, 1997	Canada
NEBULA – INFORMATION DISTRIBUTION SYSTEM (IDS) Registered	App. No. 776487 Reg. No. TMA482953	Information distribution software, and user guides and systems administration manuals for such software; Customer support services, namely, consulting, training and telephone support, related to the applicant's wares.	Nebula, Inc.	Filing Date: February 27, 1995 Registration Date: September 25, 1997	Canada
NEBULA – NETWORK MANAGEMENT SYSTEM (NMS) Registered	App. No. 776488 Reg. No. TMA482835	Computer software for distribution network management systems, and user guides and systems administration manuals for such software; Customer support services, namely, consulting, training and telephone support, related to applicant's wares.	Nebula, Inc.	Filed: February 27, 1995 Registered: September 23, 1997	Canada
NEBULA	Reg. No. 1020862	Int'l. Class 09: Computer software, namely, telecommunications, data communications and computer network managements software, including network management software for small medium and large enterprise-wide systems and networks, information system managements software information distributed network systems	Limmor, Inc.	Filing Date: June 27, 2001 Registration Date: January 17, 2006 Renewed: June 27, 2011	India

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Mark/Status	App. No./Reg. No.	Goods/Services	Owner	Status Date	Jurisdiction
		network capacity planning and performance monitoring software for telecommunications data communication and computer networks and for internet services providers, scientific nautical surveying and electrical apparatus and instruments (including wireless) photographic, cinematographic, optical weighing measuring signaling, checking (supervision) life-saving and teaching apparatus and instruments, coin or counter-freed apparatus talking machines, cash registers, calculating machines, fire extinguishing apparatus.			

The following is a list of domain names owned by the Seller:

Domain	Status	Registered Owner	Renewal Date	Registry
nebula.com	Active	Nebula, Inc.	3/24/2016	Enom, Inc.

(a) (i) (y) The following is a list of all Seller Products that were sold, published, offered for sale, or under development by the Seller prior to the Seller having ceased its operations on or about April 1, 2015:

Product Name	Product Code	Standard Price
1 meter cable TAA compliant	CBL-111-1	\$55.00
2 meter cable TAA compliant	CBL-111-2	\$70.00
3 meter cable TAA compliant	CBL-111-3	\$80.00
Cloud Controller	CTR-1500	\$50,000.00
Cloud Edge	EDG-1640	\$10,000.00
Cloud GBIC	GBC-110	\$140.00
Cloud Node License	LIC-1500	\$2,500.00
Cloud OBM Switch	OBM-1240	\$350.00
Fan Carrier Assembly with Fan	FAN-1500	\$200.00
Fiber Mini-GBIC	ASR-110	\$445.00

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