

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT4998241

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ANTONY HIGGINSON	07/24/2013
JOHN MASTERSON	07/09/2013
SEAN FITZPATRICK	06/29/2004
PETER ROBERTSHAW	10/16/2013
ELMAR SPIEGELBERG	07/27/2013
STEPHAN BUHNE	07/23/2013
MICHAEL WEICK	07/26/2013
NICK BALCH	10/09/2013
FLORIN POPESCU	07/29/2013
RECEIVING PARTY DATA	
Name:	ORACLE INTERNATIONAL CORPORATION
Street Address:	500 ORACLE PARKWAY, MAIL STOP 50P7
City:	REDWOOD SHORES
State/Country:	CALIFORNIA
Postal Code:	94065
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16003557
CORRESPONDENCE DATA	
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<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>	
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ATTORNEY DOCKET NUMBER:	088325-1087272 (138010US)
NAME OF SUBMITTER:	EMILY TITUS

PATENT

SIGNATURE:	/EMILY TITUS/
DATE SIGNED:	06/08/2018
Total Attachments: 11 source=1087272_ASSGNMT#page1.tif source=1087272_ASSGNMT#page2.tif source=1087272_ASSGNMT#page3.tif source=1087272_ASSGNMT#page4.tif source=1087272_ASSGNMT#page5.tif source=1087272_ASSGNMT#page6.tif source=1087272_ASSGNMT#page7.tif source=1087272_ASSGNMT#page8.tif source=1087272_ASSGNMT#page9.tif source=1087272_ASSGNMT#page10.tif source=1087272_ASSGNMT#page11.tif	

ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS:

Antony Higginson, 4 Clanfield Avenue, Parklands, Widnes, Cheshire, WA8 4LY, UK
John Masterson, Whitehouse, Harristown, Navan, Co. Meath, IE
Sean Fitzpatrick, White House, Brittas Bay, Co. Wicklow, IE
Peter Robertshaw, Flat 4 de Beauvoir House, 61 Shepperton Road, London N1 3DH, UK
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Michael Weick, 68542 Heddesheim, In den Gänsegäben 65, DE
Nick Balch, 17 Clinkard Place, Church Road, Lane End, High Wycombe, Bucks, HP1
43HQ, UK
Florin Popescu, Bodești 9, Bl. 29A, Ap. 113, Sector 2
022434 Bucharest, RO
(full name(s) and city and state of residence of inventor(s) (including country))

(hereinafter referred to as ASSIGNOR(S)), has made a discovery and/or invention entitled:

AUTOMATED DATABASE MIGRATION ARCHITECTURE

- ☐ for which application for Letters Patent of the United States has been executed on _____,
- ☒ for which application for Letters Patent of the United States has been filed on _____
July 9, 2013, under Application No. 13/937,868, and

WHEREAS:

Oracle International Corporation, a corporation of California, having a business address of 500 Oracle Parkway, Mail Stop 50P7, Redwood Shores, CA 94065

and which, together with its successors, assigns, and legal representatives, is hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire right, title and interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR(S) hereby sells, assigns and transfers to ASSIGNEE, the full and exclusive right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries

to be obtained for said invention by said application or any continuation, continuation-in-part, divisional, reexamination, renewal, substitute, reissue and/or any application claiming priority thereof, including any legal equivalent thereof, in a foreign country for the full term or terms for which the same may be granted.

I, SAID ASSIGNOR(S), hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and benefit of the ASSIGNEE in accordance with the terms of this instrument.

I, SAID, ASSIGNOR(S), hereby covenant with ASSIGNEE that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned and that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over;

AND I, SAID ASSIGNOR(S) hereby further covenant and agree that the ASSIGNEE may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE communicate to the ASSIGNEE as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE and that if reissues or reexaminations of the said Letters Patent or disclaimers relating thereto, or divisionals, continuations, continuation-in-parts of the said applications shall hereafter be desired by the ASSIGNEE, I will, at any time, when called upon to do so by the ASSIGNEE sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation, continuation-in-part, reexamination, and reissue applications so desired, and do all lawful acts requisite for the application for such continuations, continuation-in-parts, divisionals, reexaminations, or reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE.

ASSIGNOR hereby authorizes and requests the prosecuting law firm to insert herein above the application number and filing date of said application when known.


Inventor(s): Please Sign and Date Below:

(1) A.S. Higginson
Antony Higginson

Date: 24/07/2013

Attorney Docket No. 88325-870373(138000US)
U.S. Application No.: 13/937.868

(2)


John Masterson

Date:

9/JUL/2013

Oracle Matter No.
ORA130618-US-NP

3

10-1-03

PATENT
REEL: 046028 FRAME: 0929

Attorney Docket No. 88125-870373(138000)S
U.S. Application No. 13917863

(4)


Peter Robertshaw

Date:

October 16, 2013

Oracle Matter No.
ORA130618-US-NP

5

10-1-03

Attorney Docket No. 88325-870373(138000US)
U.S. Application No.: 13/937,868

(5) _____
Elmar Spiegelberg

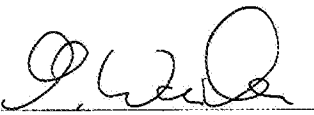
Date: July 27, 2012

Attorney Docket No. 88325-870373(138000US)
U.S. Application No.: 13/937,868

(6) Steph J. L.
Stephan Buhne

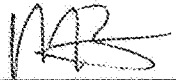
Date: 23. 7. 13

Attorney Docket No. 88325-870373(138000US)
U.S. Application No.: 13/937,868

(7) 
Michael Weick

Date: 26th July 2013

Attorney Docket No. 88325-870373(138000US)
U.S. Application No.: 13/937,868

(8) 
Nick Balch


Date: 9th Oct 2013

Oracle Matter No.
ORA130618-US-NP

9

10-1-03

Attorney Docket No. 88325-870373(138000US)
U.S. Application No.: 13/937,868

(9) 
Florin Popescu

Date: 29.07.2013

65578295V.1

Oracle Matter No.
ORA130618-US-NP

10-1-03



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As an employee of Oracle and as a condition of my Oracle employment, I agree to abide by the following terms and conditions:

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- b. marketing and sales plans or forecasts, product development plans, competitive analyses, benchmark test results, supplier and purchasing information, budgets and non-public financial information, licenses, contracts and all related documents, customer lists and information regarding other employees, their skills and compensation;
- c. all information which Oracle has a legal obligation to treat as confidential or which Oracle treats as proprietary or designates as confidential or for internal use only, whether or not owned or developed by Oracle.

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At all times, both during and after my employment with Oracle, I will hold Proprietary Information in confidence. I will not by any means transfer, publish, disclose or report Proprietary Information directly or indirectly, except such disclosure to other Oracle employees or authorized third parties as may be necessary in the ordinary course of performing my duties for Oracle or otherwise as directed by Oracle. I will not use Proprietary Information except in the course of performing my duties for Oracle.

2. My performance as an employee of Oracle will not breach any agreement or obligation to keep in confidence the proprietary information of a former employer or other entity or person. I will not bring any proprietary information of a former employer or other entity or person to Oracle. I will not use in the performance of my work with Oracle any proprietary information of a former employer or other entity or person without written authorization from my former employer, the other entity or person.
3. I will promptly disclose to Oracle, will hold in trust for the sole right and benefit of Oracle, and hereby assign to Oracle all my right, title and interest in and to any and all ideas, discoveries, inventions or "know how," including without limitation, all processes, devices, apparatus, computer programs, programming documentation, and other works of authorship, including any modification, improvement or use thereof (collectively referred to as "Developments"), relating to any current or reasonably anticipated business of Oracle, conceived or reduced to practice by me alone or with others during the term of my employment, whether or not conceived during regular business hours. I further acknowledge and agree that all Developments shall be the sole and exclusive property of Oracle and are considered "works made for hire" for the purposes of Oracle's rights under copyright laws. To the extent that any Development may not be considered a "work made for hire", I hereby assign to Oracle such Developments and all rights therein, except those Developments, if any, the assignment of which is prohibited by law. I further agree to execute any documents and to do all things necessary, without additional compensation whether during my Oracle employment or after: (a) to assign all right, title and interest in any Development to Oracle and (b) to assist Oracle in registering, prosecuting, perfecting, protecting, maintaining and enforcing any and all patent, copyright, trade secret or other right or interest in any Development for any and all countries. I further acknowledge

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that this provision does not apply to Developments which I develop entirely in my own time without using Oracle's equipment, supplies, facilities, or trade secret information except for those inventions that either:

- (a) Relate at the time of conception or reduction to practice of the invention, to Oracle's business, or actual or demonstrably anticipated research or development of Oracle; or
 - (b) Result from any work performed by me for Oracle.
4. If any Development assigned hereunder is based upon, or is incorporated into or is an improvement or derivative of, or cannot reasonably be made, used, reproduced and/or distributed without using or violating technology or rights owned or licensed by me and not assigned hereunder, I hereby grant Oracle a perpetual, worldwide, royalty-free, non-exclusive and sub-licensable right and license to exploit and exercise all such technology and rights in support of Oracle's exercise or exploitation of any such assigned Development(s) (including any modifications, improvements and derivatives thereof).
 5. I will not during my Oracle employment engage in any other employment, occupation, consulting or other activity related to the business in which Oracle is now involved or becomes involved during the term of my employment.
 6. I will not, during my Oracle employment and for a period of six months after the termination of my Oracle employment, directly or indirectly, whether through a third party or otherwise, solicit, induce, invite or otherwise encourage any Oracle employee to accept an employment or independent contractor or other business relationship with an employer or entity or person other than Oracle.
 7. I will upon termination of my Oracle employment reaffirm my recognition of the importance of maintaining the confidentiality of Oracle's Proprietary Information and reaffirm all of the obligations set forth in this agreement.
 8. I agree that upon termination of my Oracle employment I will immediately deliver to Oracle, and will not keep in my possession, recreate or deliver to anyone else, all property and materials belonging to Oracle including without limitation documents, software, discs, diskettes, tapes, records, data, notes and correspondence and copies or reproductions thereof whether or not developed by me during the course of my employment with Oracle, hardware, computers, terminals, telephones, badges, business cards, handbooks, policy manuals, software manuals and telephone directories. Upon termination of my Oracle employment, I will immediately cease using and/or accessing any and all Oracle accounts, including but not limited to email, voicemail, and other computer and network systems or accounts.
 9. I understand and acknowledge that this agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of Oracle, its successors and its assigns.
 10. I agree that any legal action or proceeding involving Oracle which is in any way connected with this agreement may be instituted in the same court as is nominated for my contract of employment. I agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.
 11. If any provision of this agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected.
 12. I will not enter into any agreement, written or oral, that conflicts with the provisions of this agreement. I acknowledge that this agreement survives my employment by Oracle.

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions and obligations set forth above.

Signature: Sean Fitzpatrick

Name: SEAN FITZPATRICK

Date: 29/06/04

05/02