

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5245610

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ORACLE AMERICA, INC.	08/01/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ORACLE INTERNATIONAL CORPORATION
<b>Street Address:</b>	500 ORACLE PARKWAY
<b>Internal Address:</b>	MAIL STOP 50P7
<b>City:</b>	REDWOOD SHORES
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94065
<b>PROPERTY NUMBERS Total: 54</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	62381719
Application Number:	62277417
Application Number:	15404152
Application Number:	61969681
Application Number:	61920965
Patent Number:	9928526
Patent Number:	9911143
Application Number:	61822828
Application Number:	14270337
Application Number:	61712107
Patent Number:	9317392
Application Number:	61640653
Patent Number:	9961025
Patent Number:	9519561
Application Number:	61321417
Application Number:	13081467
Application Number:	14213325
Patent Number:	8583775
Patent Number:	8762550

PATENT

Property Type	Number
Patent Number:	8234148
Patent Number:	8127007
Patent Number:	8417557
Application Number:	12849749
Patent Number:	8024463
Patent Number:	8195794
Patent Number:	8234362
Application Number:	61230987
Application Number:	61230984
Application Number:	61230982
Patent Number:	8713536
Patent Number:	7983944
Patent Number:	7792954
Patent Number:	7734772
Patent Number:	7991640
Patent Number:	7558741
Application Number:	60683251
Patent Number:	8131861
Patent Number:	7596506
Patent Number:	7206838
Patent Number:	7143365
Patent Number:	6662227
Application Number:	60283858
Application Number:	60245553
Application Number:	60245647
Application Number:	60163710
Patent Number:	7562030
Patent Number:	6360261
Patent Number:	6925442
Patent Number:	6112238
Application Number:	60558708
Application Number:	11844271
Application Number:	10016522
Application Number:	10053541
Application Number:	10123890

**CORRESPONDENCE DATA**

Fax Number:

***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.***

**Email:** vzhang@kilpatricktownsend.com  
**Correspondent Name:** KILPATRICK TOWNSEND & STOCKTON LLP  
**Address Line 1:** 1100 PEACHTREE STREET  
**Address Line 2:** SUITE 2800  
**Address Line 4:** ATLANTA, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	088325-0662903(WEBTRENDS)
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<b>NAME OF SUBMITTER:</b>	SAMUEL E. HAYIM
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<b>SIGNATURE:</b>	/Samuel Hayim/
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<b>DATE SIGNED:</b>	11/20/2018
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**Total Attachments: 6**

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source=IP Transfer Agreement - OAI to OIC#page6.tif

## ORACLE / WEBTRENDS (INFINITY PLATFORM)

### IP TRANSFER AGREEMENT

THIS ORACLE / WEBTRENDS (INFINITY PLATFORM) IP TRANSFER AGREEMENT (this "Agreement") is made and entered into as of August 1, 2017 by and between Oracle America, Inc., a Delaware corporation ("OAI") and Oracle International Corporation, a California corporation ("OIC").

### RECITALS

WHEREAS, OAI acquired certain intellectual property assets and related assets from Webtrends, Inc., a Delaware corporation ("Webtrends") pursuant to an Asset Purchase Agreement, dated March 10, 2017, by and among OAI, Webtrends and Webtrends Holding Inc., effective as of March 28, 2017;

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, in connection with the Reorganization, it is contemplated that OAI will transfer directly to OIC, all of the IP Assets (as defined herein), and OIC will assume all of OAI's liabilities with respect to such IP Assets (the "IP Transfer"); and

WHEREAS, 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 August 1, 2017 (the "Effective Date").

### 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 TRANSFER OF IP ASSETS

Section 1.1. Transfer of IP Assets. Upon and subject to the terms and conditions of this Agreement, as of the Effective Time, OAI 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;

[REDACTED] the registered patents, listed on Schedule I hereto (collectively referred to in this Agreement as the "Assigned Software IP");

(b)

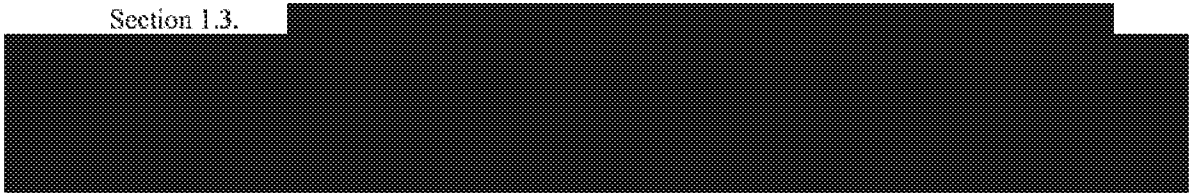


(c)

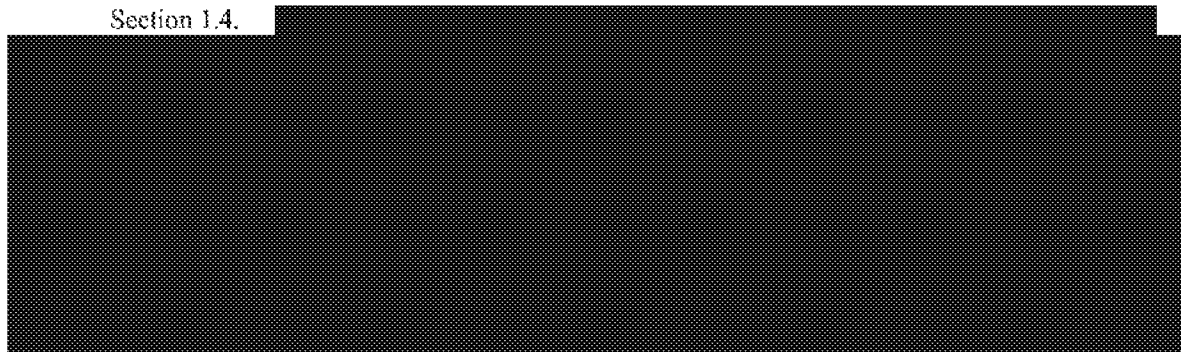


Section 1.2. Liabilities. OAI will not transfer, and OIC will not assume, any liabilities whatsoever as part of this Agreement, except for those liabilities and obligations related to the IP Assets being transferred pursuant to Section 1.1 above (the "Liabilities").

Section 1.3.



Section 1.4.



Section 1.5. Acknowledgment. OAI 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. OAI 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 OAI 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 1.6. Enforcement and Maintenance of the IP Assets. OAI and OIC acknowledge and agree that the IP Transfer hereunder includes the assignment by OAI 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 1.7. Cooperation. OAI 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.

Section 1.8. [REDACTED]

(a) [REDACTED]

(b) OAI and OIC hereby acknowledge and agree that the Purchase Price is intended to equal the fair market value of the IP Assets less the assumption of Liabilities as of the Effective Time. In the event that the parties hereto determine, or pursuant to a final determination made by any taxing authority it is determined, that the fair market value of the IP Assets less the assumption of the Liabilities as of the Effective Time is an amount other than the amount herein stated, then the Purchase Price shall be the amount determined as the fair market value of the IP Assets less the assumption of the Liabilities as of the Effective Time pursuant to such determination, and the corresponding increase or decrease in the amount of the cash payment shall be adjusted accordingly.

## ARTICLE 2

Section 2.1. [REDACTED]

Section 2.2. [REDACTED]

Section 2.3. [REDACTED]

Section 2.4. [REDACTED]

Section 2.5. [REDACTED]

Section 2.6. [REDACTED]

[REDACTED]

Section 2.7. [REDACTED]

[REDACTED]

Section 2.8. [REDACTED]

[REDACTED]

(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.

"OAI"

ORACLE AMERICA, INC., a Delaware  
corporation

By: 

Name: Greg Hilbrich

Title: Senior Vice President, Taxation

Date:

"OIC"

ORACLE INTERNATIONAL CORPORATION, a  
California corporation

By: \_\_\_\_\_

Name: Matthew Sarboraria

Title: Vice President

Date:



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

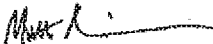
"OAI"

ORACLE AMERICA, INC., a Delaware  
corporation

By: \_\_\_\_\_  
Name: Greg Hilbrich  
Title: Senior Vice President, Taxation  
Date:

"OIC"

ORACLE INTERNATIONAL CORPORATION, a  
California corporation

By:  \_\_\_\_\_  
Name: Matthew Sarboraria  
Title: Vice President  
Date: