

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5891937

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ACUMATICA INTERNATIONAL LIMITED - IN LIQUIDATION	10/10/2019
RECEIVING PARTY DATA		
Name:	ALPHA MIDCO INC.	
Street Address:	17735 SE 6TH	
Internal Address:	SUITE 140	
City:	BELLEVUE	
State/Country:	WASHINGTON	
Postal Code:	98004	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8812554
CORRESPONDENCE DATA		
Fax Number:	(650)212-7562	
<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:	(650) 212-1700	
Email:	info@shayglenn.com,mae@shayglenn.com	
Correspondent Name:	DOUGLAS C. LIMBACH	
Address Line 1:	SHAY GLENN LLP	
Address Line 2:	2755 CAMPUS DRIVE, SUITE 210	
Address Line 4:	SAN MATEO, CALIFORNIA 94403	
ATTORNEY DOCKET NUMBER:	13092-001	
NAME OF SUBMITTER:	MAE PATTISON	
SIGNATURE:	/DOUGLAS C. LIMBACH/	
DATE SIGNED:	01/02/2020	
Total Attachments: 7		
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U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

1. Name of conveying party(ies):

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

Name: **ALPHA MIDCO INC.**
17735 SE 6th
Suite 140
Bellevue, WA 98004

☒ Assignment
 ☐ Merger
☐ Security Agreement
 ☐ Change of Name
☐ Other

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

A. Patent Application No.(s) –
Title:

Title: Method and System for Storing Shared Data Records in Relational Database

Additional numbers attached? ☐ Yes ☒ No

**Douglas C. Limbach
Shay Glenn LLP
2755 Campus Drive, Suite 210
San Mateo, CA 94403**

7. Total fee (37 CFR 1.21(h)(1)): \$0.00

☒ None required. Please charge fees to **Deposit Account No. 50-4050.**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Date _____

PATENT
REEL: 051405 FRAME: 0287

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this “Agreement”), dated as of 10 October, 2019, is made by and between Acumatica International Limited – in Liquidation, a British Virgin Islands company limited by shares with company number 1014737 (the “Assignor”) and Alpha Midco Inc., a Delaware corporation (the “Assignee”). All initially-capitalized terms used but not otherwise defined in this Agreement will have the meanings assigned to them in the Merger Agreement (defined below) and the rules of construction set forth in Article 1.3 of the Merger Agreement will be applied wherever appropriate herein.

W I T N E S S E T H:

WHEREAS, the Assignor and the Assignee have entered into a Merger Agreement, dated as of June 15, 2019 (the “Merger Agreement”), pursuant to which the Assignee acquired one hundred percent of the issued and outstanding shares of the Assignor on the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, pursuant to the Merger Agreement, the Assignor hereby agrees to sell, assign, transfer and deliver to the Assignee, and the Assignee hereby agrees to purchase and acquire from the Assignor, all of the Assignor’s right, title and interest in, to and under all of the Assignor’s patents and patent applications listed in Schedule 1 hereto (the “Patents”);

WHEREAS the Joint Liquidators on behalf of Assignor are making this distribution pursuant to the BVI Business Companies Act, 2004; and

WHEREAS, this Agreement will be executed in connection with the Closing under the Merger Agreement.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Merger Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Assignment. The Joint Liquidators on behalf of Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee, and the Assignee hereby purchases and accepts from the Assignor, all of the Assignor’s right, title and interest in, to and under the Patents.

Section 2. Governing Law; Jurisdiction. This Agreement, and any and all proceedings commenced in connection with or relating to this Agreement, will be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware without regard of the Laws that might otherwise govern under the applicable principles of conflict of laws of the State of Delaware (or any other jurisdiction). Each party agrees to submit to the exclusive jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court

of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware), for the purpose of any Action against a party hereto with respect to the subject matter of, or related to, this Agreement. Each party irrevocably waives any objection which it may now or hereafter have to the venue of any Action arising out of or relating to this Agreement brought as provided in this subsection, and further irrevocably waives any claim that any such Action brought in any such court has been brought in an inconvenient forum. To the extent a party has or may later acquire any immunity from jurisdiction of any court or from legal process with respect to itself or its property, such party hereby irrevocably waives such immunity under this subsection.

Section 3. Further Assurances. Assignor and its affiliates shall cooperate, execute such documents, and do and perform such acts, at Assignee's sole cost and expense, as may be reasonably requested by Assignee to assist Assignee in any such recordings or transfers to give effect to, document and record the assignment to Assignee under this Assignment. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

Section 4. Entire Agreement. This Agreement, the Merger Agreement (including the Disclosure Letter), the other Transaction Documents constitute the entire agreement between the parties hereto relating to the subject matter hereof, and supersede all prior negotiations, representations, understandings and agreements, both written and oral, between the parties hereto with respect to the subject matter of this Agreement. In the event of any conflict between this Agreement and the Merger Agreement, the provisions of the Merger Agreement will control.

Section 5. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. It will not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts. Facsimile signatures or signatures received as a pdf attachment to electronic mail will be treated as original signatures for all purposes of this Agreement. This Agreement will become effective when, and only when, each party hereto will have received a counterpart signed by the other party hereto.

Ryan Jarvis and Rachelle Frisby, each of Deloitte Ltd, Wickham's Cay I, Road Town, Tortola, P.O. Box 3083, British Virgin Islands (the "Joint Liquidators"), have entered into and signed this Agreement for and on behalf of Assignor and neither the Joint Liquidators nor their firm, their partners, their employees, their advisers, their representatives, or their agents shall incur any personal liability under in connection with or by virtue of this Agreement (directly or indirectly, including but without limitation in negligence), nor by reason of their acting in their capacity as joint liquidators of Assignor, nor by reason of their acting in the name and on behalf of Assignor in accordance with the BVI Business Companies Act, 2004 and the powers

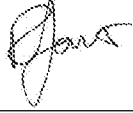
conferred on the Joint Liquidators pursuant to their appointment as joint liquidators of Assignor.

[No Further Text on This Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR:

**ACUMATICA INTERNATIONAL
LIMITED- IN LIQUIDATION**



By: _____

Name: Ryan Jarvis

Title: Joint Liquidator

ASSIGNEE:

ALPHA MIDCO INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR:

ACUMATICA INTERNATIONAL LIMITED


By: _____

Name:

Title:

ASSIGNEE:

ALPHA MIDCO INC.

By: _____ 

Name: Joshua Stone

Title: President

Schedule 1

Patents

Title	Jurisdiction	Application No. Filing Date	Patent No. Issue Date	Status	Expiration Date	Current Owner
METHOD AND SYSTEM FOR STORING SHARED DATA RECORDS IN RELATIONAL DATABASE	US	13/426744 22-Mar-2012	8812554 19-Aug-2014	Granted	6-May-2032	ACUMATICA INTERNATIONAL, LTD.