

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6488073

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CORRECTION BY DECLARATION TO CORRECT ERRONEOUS INCLUSION OF PATS. 7299493, 7552468, 8015301 AND 8306954 IN RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 034470/0680		
CONVEYING PARTY DATA			
Name		Execution Date	
ORACLE INTERNATIONAL CORPORATION		10/26/2020	
RECEIVING PARTY DATA			
Name:	Oracle International Corporation		
Street Address:	500 Oracle Parkway, M/S 5OP7		
City:	Redwood Shores		
State/Country:	CALIFORNIA		
Postal Code:	94065		
PROPERTY NUMBERS Total: 4			
Property Type	Number		
Patent Number:	7299493		
Patent Number:	7552468		
Patent Number:	8015301		
Patent Number:	8306954		
CORRESPONDENCE DATA			
Fax Number:	(650)326-2422		
<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:	650-326-2400		
Email:	skotwal@kilpatricktownsend.com		
Correspondent Name:	SUJIT B. KOTWAL		
Address Line 1:	KILPATRICK TOWNSEND & STOCKTON LLP		
Address Line 2:	DOCKETING-22, 1100 PEACHTREE STREET, STE 2800		
Address Line 4:	ATLANTA, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	088325-0662903(NOVELL)		
NAME OF SUBMITTER:	SUJIT B. KOTWAL		
SIGNATURE:	/Sujit B. Kotwal, Reg.#43336/		
DATE SIGNED:	01/08/2021		

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STATEMENT OF OWNERSHIP
U.S. Application Nos. 12/951,561 / US Patent No. 8,306,954

Oracle International Corporation ("OIC") hereby states that it is the current Assignee and owner of the entire right, title and interest in the patent application and corresponding patent identified below:

Application No.	Filing Date	Title	Patent No.	Issue Date
12/951,561	11/22/2010	METHODS AND SYSTEMS FOR FILE REPLICATION UTILIZING DIFFERENCES BETWEEN VERSIONS OF FILES	8,306,954	11/06/2012

Documents Evidencing Chain of Title to OIC

The chain of title from the inventors to OIC for the above-referenced patent application (application no. 12/951,561) and corresponding patent (US 8,306,954) is evidenced by the documents identified below. The above-referenced application no. 12/951,561 is a continuation of patent application no. 11/891,962, filed August 14, 2007 (which issued as US patent no. 7,844,580, on November 30, 2010), which in turn is a continuation of patent application no. 10/402,603, filed March 28, 2003 (which issued as US patent no. 7,320,009, on January 15, 2008).

(1) USPTO Patent Assignment Abstract of Title for 12/951,561 (attached as Appendix A)

This document, as downloaded from the USPTO website, shows the following chain of title to OIC:

(a) Assignment from inventors Piyush Kumar Srivastava and Madhusudhana H.A., to Novell, Inc., executed on 03/26/2003, and recorded on 04/13/2012 at Reel/Frame 028041/0067.

(b) Corrective Assignment to correct inventor's name from Madhisudhana H.A. to Madhusudhana H.S., to Novell, Inc., executed on 04/27/2011, and recorded on 04/18/2012 at Reel/Frame 028187/0853.

(c) Assignment from Novell, Inc. to CPTN Holdings LLC, executed on 04/27/2011, and recorded on 06/04/2012 at Reel/Frame 028313/0865.

(d) Assignment from CPTN Holdings LLC to Oracle International Corporation, executed on 09/09/2011, and recorded on 06/14/2012 at Reel/Frame 028378/0785.

(2) Copy of the Patent Assignment from Novell, Inc. to CPTN Holdings LLC dated April 27, 2011, for 12/951,561 (attached as Appendix B)

This Patent Assignment was executed on April 27, 2011, and recites that Novell, Inc. (Assignor) sells, assigns, transfers and conveys to CPTN Holdings LLC (Assignee) all right, title, and interest in patents and patent applications listed in Exhibit A attached to the Patent Assignment as of the Effective Date of November 21, 2010. The priority parent application nos. 11/891,962 and 10/402,603, of the above-referenced application no. 12/951,561, are listed in Exhibit A (see page 26 of Appendix B). The Patent Assignment further recites (see page 4 of Appendix B) that "For the avoidance of doubt, the Assigned Patents include, without limitation (1) any continuations filed on the patent applications and patents in Exhibit A between the Effective Date and the date hereof" Accordingly, the above-referenced continuation application no. 12/951,561, filed November 6, 2012 (i.e., after the Effective Date of November 21, 2010) is also assigned to CPTN Holdings LLC.

This Patent Assignment additionally references an Exhibit D (attached as Appendix D) as listing continuations and national patents filed on or after the Effective Date of November 21, 2010. The above-referenced application no. 12/951,561, is listed in Exhibit D (see page 40 of Appendix D).

(3) Copy of the Patent Assignment from CPTN Holdings LLC to Oracle International Corporation dated September 9, 2011, for 12/951,561 (attached as Appendix C)

This Patent Assignment was executed on September 9, 2011, and recites that CPTN Holdings LLC (Assignor) sells, assigns, transfers and conveys to Oracle International Corporation (OIC) (Assignee) all right, title, and interest in patents and patent applications listed in Schedule 1 thereto. The above-referenced application no. 12/951,561 is listed in Schedule 1 (see page 13 of Appendix C).

Erroneous Recordations of Liens and Security Interests Made Subsequent to November 21, 2010

The USPTO Patent Assignment Abstract of Title document (Appendix A) shows two security interest grants and corresponding releases, followed by an additional grant of a security interest, a Notice of Succession of Agency, and a Corrective Assignment thereof recorded against the above-referenced patent application no. 12/951,561. All of these grants, releases, the Notice of Succession of Agency, and the Corrective Assignment are dated AFTER the Effective Date of November 21, 2010, when Novell, Inc. (Assignor) sold, assigned, transferred and conveyed all right, title, and interest in above referenced continuation application no. 12/951,561 to CPTN Holdings LLC (Assignee) as per the Patent Assignment from Novell, Inc. to CPTN Holdings LLC dated April 27, 2011 (attached as Appendix B). These security interest grants, corresponding releases, the subsequent additional grant of a security interest, the Notice of Succession of Agency, and the Corrective Assignment are not valid and their recordings erroneous for the reasons stated below

The following is a list of these erroneously recorded security interests, releases, and Notice of Succession of Agency, as shown in Appendix A:

Grant of Patent Security Interest First Lien from Novell, Inc. to
Credit Suisse AG, executed 05/22/2012, and recorded on May 23, 2012,
at Reel/Frame 028252/0216;

Grant of Patent Security Interest Second Lien from Novell, Inc. to
Credit Suisse AG, executed 05/22/2012, and recorded on May 23, 2012
at Reel/Frame 028252/0316;

Release of Security Interest recorded at Reel/Frame 028252/0316 by Credit Suisse AG to Novell, Inc., executed 11/20/2014, and recorded on November 24, 2014, at Reel/Frame 034469/0057;

Release of Security Interest recorded at Reel/Frame 02852/0216 by Credit Suisse AG to Novell, Inc., executed 11/20/2014, and recorded on November 24, 2014, at Reel/Frame 034470/0680;

Security Interest from Micro Focus (US), Inc., Borland Software Corporation, Attachmate Corporation, NetIQ Corporation, and Novell, Inc. to Bank of America, N.A., executed 11/20/2014, and recorded on May 13, 2015, at Reel/Frame 035656/0251;

Notice of Succession of Agency from Bank of America, N.A., to JPMorgan Chase Bank, N.A., executed 05/01/2017, and recorded on May 2, 2017, at Reel/Frame 042388/0386; and


Corrective Assignment, to correct typo in application number recorded at Reel/Frame 042388/0386, from Bank of America, N.A., to JPMorgan Chase Bank, N.A., executed 05/01/2017, and recorded on July 26, 2018, at Reel/Frame 048793/0832.

The noted security interests from Novell, Inc. to Credit Suisse AG were executed on May 22, 2012. As of May 22, 2012, Novell, Inc. had no right, title, or interest in the above-referenced patent application no. 12/951,561. Novell, Inc. had already assigned all its right, title, and interest in the above-referenced patent application no. 12.951,561 to CPTN Holdings LLC as of November 21, 2010 (the Effective Date). Accordingly, Novell, Inc. had no right to grant the security interests to Credit Suisse AG, on May 22, 2012. The grant of the security interests and their subsequent releases, the subsequent additional grant of a security interest, the Notice of Succession of Agency, and the Corrective Assignment, and their recordings thereof were in error.

Conclusion

This Statement of Ownership is being filed and recorded with the USPTO to assert and clarify that OIC is the current Assignee and sole owner of the entire right, title and interest in the above-referenced patent application no. 12/951,561 and corresponding US patent no. 8,306,954, and that such patent application and corresponding patent are currently free of any security interest, lien or other encumbrance.

Dated: 7/27/20



Kim Kanzaki
Vice President, Oracle International
Corporation

APPENDIX A

12/951,561	METHODS AND SYSTEMS FOR FILE REPLICATION UTILIZING DIFFERENCES BETWEEN VERSIONS OF FILES	88325-829309 (120711US)	07-15- 2020::14:17:02
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Patent Assignment Abstract of Title

Total Assignments: 11

Application #: 12951561 Filing Dt: 11/22/2010 Patent #: 8306954 Issue Dt: 11/06/2012
PCT #: NONE Intl Reg #: Publication #: US20110066594 Pub Dt: 03/17/2011

Inventors: Piyush Kumar Srivastava, Madhusudhana Honnuduke Srinivasa Murthy

Title: METHODS AND SYSTEMS FOR FILE REPLICATION UTILIZING DIFFERENCES BETWEEN VERSIONS OF FILES

Assignment: 1

Reel/Frame: 028041 / 0067 Received: 04/13/2012 Recorded: 04/13/2012 Mailed: 04/16/2012 Pages: 3
Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).
Assignors: SRIVASTAVA, PIYUSH KUMAR Exec Dt: 03/26/2003
H.A., MADHUSUDHANA Exec Dt: 03/26/2003
Assignee: NOVELL, INC.
1800 SOUTH NOVELL PLACE
PROVO, UTAH 84606
Correspondent: WILLIAM J. DALEY
TWO EMBARCADERO CENTER
EIGHTH FLOOR
SAN FRANCISCO, CA 94111

Assignment: 2

Reel/Frame: 028187 / 0853 Received: 05/10/2012 Recorded: 04/18/2012 Mailed: 05/11/2012 Pages: 8
Conveyance: CORRECTIVE ASSIGNMENT TO CORRECT THE INVENTOR'S NAME FROM MADHUSUDHANA H.A. TO MADHUSUDHANA H.S. PREVIOUSLY RECORDED ON REEL 028041 FRAME 0067. ASSIGNOR(S) HEREBY CONFIRMS THE INVENTOR'S NAME IS MADHUSUDHANA H.S..
Assignor: H.S., MADHUSUDHANA Exec Dt: 04/27/2011
Assignee: NOVELL, INC.
1800 SOUTH NOVELL PLACE
PROVO, UTAH 84606
Correspondent: WILLIAM J. DALEY
TWO EMBARCADERO CENTER
EIGHTH FLOOR
SAN FRANCISCO, CA 94111

Assignment: 3

Reel/Frame: 028313 / 0865 Received: 06/04/2012 Recorded: 06/04/2012 Mailed: 06/05/2012 Pages: 40
Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).
Assignor: NOVELL, INC. Exec Dt: 04/27/2011
Assignee: CPTN HOLDINGS LLC
ONE MICROSOFT WAY
REDMOND, WASHINGTON 98052
Correspondent: WILLIAM J. DALEY
TWO EMBARCADERO CENTER
EIGHTH FLOOR
SAN FRANCISCO, CA 94111

Assignment: 4

Reel/Frame: 028378 / 0785 Received: 06/14/2012 Recorded: 06/14/2012 Mailed: 06/15/2012 Pages: 16
Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).
Assignor: CPTN HOLDINGS LLC Exec Dt: 09/09/2011
Assignee: ORACLE INTERNATIONAL CORPORATION
500 ORACLE PARKWAY
M/S 50P7
REDWOOD SHORES, CALIFORNIA 94065
Correspondent: WILLIAM J. DALEY
TWO EMBARCADERO CENTER
EIGHTH FLOOR
SAN FRANCISCO, CA 94111

Assignment: 5

Reel/Frame: 028252 / 0216 Received: 05/23/2012 Recorded: 05/23/2012 Mailed: 05/24/2012 Pages: 44
Conveyance: GRANT OF PATENT SECURITY INTEREST FIRST LIEN
Assignor: NOVELL, INC. Exec Dt: 05/22/2012
Assignee: CREDIT SUISSE AG, AS COLLATERAL AGENT
ELEVEN MADISON AVENUE
NEW YORK, NEW YORK 10010

PATENT

REEL: 055425 FRAME: 0256

Correspondent: LATHAM & WATKINS LLP
650 TOWN CENTER DRIVE, SUITE 2000
COSTA MESA, CA 92626

Assignment: 6

Reel/Frame: 028252 / 0316 **Received:** 05/23/2012 **Recorded:** 05/23/2012 **Mailed:** 05/24/2012 **Pages:** 44

Conveyance: GRANT OF PATENT SECURITY INTEREST SECOND LIEN

Assignor: NOVELL, INC. **Exec Dt:** 05/22/2012

Assignee: CREDIT SUISSE AG, AS COLLATERAL AGENT
ELEVEN MADISON AVENUE
NEW YORK, NEW YORK 10010

Correspondent: LATHAM & WATKINS LLP
650 TOWN CENTER DRIVE, SUITE 2000
COSTA MESA, CA 92626

Assignment: 7

Reel/Frame: 034469 / 0057 **Received:** 11/24/2014 **Recorded:** 11/24/2014 **Mailed:** 12/12/2014 **Pages:** 45

Conveyance: RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 028252/0316

Assignor: CREDIT SUISSE AG **Exec Dt:** 11/20/2014

Assignee: NOVELL, INC.
1800 SOUTH NOVELL PLACE
PROVO, UTAH 84606

Correspondent: RENEE M. PRESCAN
300 N. LASSALLE
KIRKLAND & ELLIS LLP
CHICAGO, IL 60654

Assignment: 8

Reel/Frame: 034470 / 0680 **Received:** 11/24/2014 **Recorded:** 11/24/2014 **Mailed:** 12/12/2014 **Pages:** 45

Conveyance: RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 028252/0216

Assignor: CREDIT SUISSE AG **Exec Dt:** 11/20/2014

Assignee: NOVELL, INC.
1800 SOUTH NOVELL PLACE
PROVO, UTAH 84606

Correspondent: RENEE M. PRESCAN
300 N. LASSALLE
KIRKLAND & ELLIS LLP
CHICAGO, IL 60654

Assignment: 9

Reel/Frame: 035656 / 0251 **Received:** 05/13/2015 **Recorded:** 05/13/2015 **Mailed:** 05/19/2015 **Pages:** 78

Conveyance: SECURITY INTEREST (SEE DOCUMENT FOR DETAILS).

Assignors: MICRO FOCUS (US), INC. **Exec Dt:** 11/20/2014
BORLAND SOFTWARE CORPORATION **Exec Dt:** 11/20/2014
ATTACHMATE CORPORATION **Exec Dt:** 11/20/2014
NETIQ CORPORATION **Exec Dt:** 11/20/2014
NOVELL, INC. **Exec Dt:** 11/20/2014

Assignee: BANK OF AMERICA, N.A.
555 CALIFORNIA STREET, 4TH FLOOR
MAIL CODE: CA5-705-04-09
SAN FRANCISCO, CALIFORNIA 94104-1503

Correspondent: RENEE PRESCAN
300 NORTH LASALLE STREET
KIRKLAND & ELLIS LLP
CHICAGO, IL 60654

Assignment: 10

Reel/Frame: 042388 / 0386 **Received:** 05/02/2017 **Recorded:** 05/02/2017 **Mailed:** 05/17/2017 **Pages:** 74

Conveyance: NOTICE OF SUCCESSION OF AGENCY

Assignor: BANK OF AMERICA, N.A., AS PRIOR AGENT **Exec Dt:** 05/01/2017

Assignee: JPMORGAN CHASE BANK, N.A., AS SUCCESSOR AGENT
4 CHASE METROTECH CENTER
MC: NY1-C413
BROOKLYN, NEW YORK 11245-0001

Correspondent: JAMES MURRAY
4400 EASTON COMMONS WAY, SUITE 125
CT CORPORATION
COLUMBUS, OH 43219

Assignment: 11

Reel/Frame: 048793 / 0832 **Received:** 11/05/2018 **Recorded:** 07/26/2018 **Mailed:** 04/05/2019 **Pages:** 76

Conveyance: CORRECTIVE ASSIGNMENT TO CORRECT THE TO CORRECT TYPO IN APPLICATION NUMBER 10708121 WHICH SHOULD BE 10708021 PREVIOUSLY RECORDED ON REEL 042388 FRAME 0386. ASSIGNOR(S) HEREBY CONFIRMS THE NOTICE OF SUCCESSION OF AGENCY.

Assignor: BANK OF AMERICA, N.A., AS PRIOR AGENT

Exec Dt: 05/01/2017

Assignee: JPMORGAN CHASE BANK, N.A., AS SUCCESSOR AGENT
4 CHASE METROTECH CENTER
MC: NY1-C413
BROOKLYN, NEW YORK 11245-0001

Correspondent: JAMES MURRAY
4400 EASTON COMMONS WAY, SUITE 125
CT CORPORATION
COLUMBUS, OH 43219

Search Results as of: 07/15/2020 14:18:31 PM

Disclaimer:

Assignment information on the assignment database reflects assignment documents that have been actually recorded.

If the assignment for a patent was not recorded, the name of the assignee on the patent application publication or patent may be different.

If you have any comments or questions concerning the data displayed, contact OPR / Assignments at 571-272-3350

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PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Novell, Inc.	04/27/2011
RECEIVING PARTY DATA	
Name:	CPTN Holdings LLC
Street Address:	One Microsoft Way
City:	Redmond
State/Country:	WASHINGTON
Postal Code:	98052
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12951561
CORRESPONDENCE DATA	
Fax Number:	(650)326-2422
Phone:	650-326-2400
Email:	mchacon@kilpatricktownsend.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	William J. Daley
Address Line 1:	Two Embarcadero Center
Address Line 2:	Eighth Floor
Address Line 4:	San Francisco, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	88325-829309 (120711US)
NAME OF SUBMITTER:	William J. Daley
Total Attachments: 38 source=Novell_to_CPTN_Assignment#page1.tif source=Novell_to_CPTN_Assignment#page2.tif source=Novell_to_CPTN_Assignment#page3.tif	

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PATENT ASSIGNMENT

This **PATENT ASSIGNMENT**, dated April 27, 2011 (this "**Assignment**"), is entered into by and between Novell, Inc., a Delaware corporation having a primary place of business at 404 Wyman, Waltham, Massachusetts, USA 02451 ("**Assignor**"), and CPTN Holdings LLC ("**Assignee**"). Both Assignor and Assignee are collectively referred to herein as the "**Parties**."

WHEREAS, Assignor and Assignee entered into a Patent Purchase Agreement dated November 21, 2010, and amended as of April 20, 2011 and April 25, 2011 (the "**Agreement**"); and

WHEREAS, pursuant to the Agreement, Assignor agreed to sell, assign, transfer, and convey to Assignee, and the Assignee agreed to have sold, assigned, transferred, and conveyed to Assignee, all right, title and interest Assignor has in and to the patent applications and patents listed in Exhibit A hereto (the "**Assigned Patents**"), including without limitation, any and all legal rights entitled by the original owner of the Assigned Patents and all rights of Assignor to collect royalties under such Assigned Patents, to prosecute all existing Assigned Patents worldwide, to apply for additional patents worldwide and to have Assigned Patents and such additional patents issued in the name of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor agreed to sell, assign, transfer, and convey to Assignee, and the Assignee agreed to have sold, assigned, transferred, and conveyed to Assignee, all right, title and interest Assignor had as of November 21, 2010 (as defined in the Agreement, "**Effective Date**") and as of the date hereof to sue for past, present and future infringement of the Assigned Patents, including without limitation all right, title and interest Assignor has in and to all causes of action and enforcement rights, whether known, unknown, currently pending, filed, or otherwise, in respect of the Assigned Patents, and all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Assigned Patents; and

WHEREAS, Assignor represented to Assignee on the Effective Date and again on the date hereof, that except as set forth in Exhibit C to the Agreement, Assignor and only Assignor had as of the Effective Date and has as of the date hereof good and marketable title to the Assigned Patents, including, without limitation, all rights, title, and interest in the Assigned Patents and the right to sue for past, present and future infringement thereof; and

WHEREAS, Assignor hereby represents to Assignee that no reissues, reexaminations, continuations, continuations-in-part, divisionals, foreign counterparts or extensions have been filed on or after the Effective Date to and including the date hereof on the patent applications and patents listed in Exhibit A, other than the continuations and national patents noted in the updated Exhibit D to the Agreement provided to Assignee on April 26, 2011.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as set forth herein.

Assignor hereby sells, assigns, transfers, and conveys to Assignee all right, title and interest Assignor has in and to the Assigned Patents as of the Effective Date, as the Assigned Patents have been supplemented since the Effective Date (it being understood that certain Assigned Patents have lapsed since the Effective Date), including without limitation, any and all legal rights entitled by the original owner of the Assigned Patents and all rights of Assignor to

collect royalties under such Assigned Patents, to prosecute all existing Assigned Patents worldwide, to apply for additional patents worldwide and to have Assigned Patents and such additional patents issued in the name of Assignee. For the avoidance of doubt, the Assigned Patents include, without limitation (1) any continuations filed on the patent applications and patents in Exhibit A between the Effective Date and the date hereof, inclusively, and (2) any national patents issued and national patent applications filed prior to, on or after the Effective Date on the patent applications and patents listed in Exhibit A with a country designation "EP".

In addition, Assignor hereby sells, assigns, transfers, and conveys to Assignee all right, title and interest Assignor had as of the Effective Date, as the Assigned Patents have been supplemented since the Effective Date (it being understood that certain Assigned Patents have lapsed since the Effective Date) to sue for past, present and future infringement of the Assigned Patents, including without limitation all right, title and interest Assignor had as of the Effective Date, as the Assigned Patents have been supplemented since the Effective Date (it being understood that certain Assigned Patents have lapsed since the Effective Date) in and to all causes of action and enforcement rights, whether known, unknown, pending, filed, or otherwise, in respect of the Assigned Patents, and all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Assigned Patents.

In addition, Assignor hereby sells, assigns, transfers, and conveys to Assignee (i) all right, title and interest Assignor had as of the Effective Date, as the Assigned Patents have been supplemented since the Effective Date (it being understood that certain Assigned Patents have lapsed since the Effective Date), to apply (or continue prosecution) in any and all countries of the world for patents, design patents, utility models, certificates of invention or other governmental grants for the Assigned Patents, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, European Patent Convention or any other convention, treaty, agreement or understanding, and (ii) the rights, if any, to revive and/or continue prosecution of any abandoned lapsed, rejected, cancelled, expired or unenforceable Assigned Patents.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention or equivalent which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein.

As a condition of the assignment, transfer and conveyance of the Assigned Patents, Assignee hereby agrees, solely with respect to the Assigned Patents, to (and shall cause any of its direct assignees of the Assigned Patents to) take such assignment, transfer and conveyance subject to all licenses, covenants not to sue and similar restrictions in effect prior to the Effective Date, in each case solely as identified in the Agreement, but only (i) to the same extent Assignor would be subject to such licenses, covenants not to sue and similar restrictions if Assignor had not assigned the Assigned Patents and (ii) only to the extent any such license, covenant not to sue or similar restrictions (x) is in effect prior to the date hereof, (y) involves a license, covenant not to sue or similar restriction on the Assigned Patents, and (z) requires Assignor to have subsequent assignees agree to comply with such licenses, covenant not to sue or similar restrictions. For the avoidance of doubt, Assignee also agrees solely with respect to the Assigned Patents to take such assignment, transfer and conveyance subject to all licenses,

covenants not to sue and similar restrictions in effect on Assignor prior to the Effective Date, that would in each case transfer to Assignee as a matter of law.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at 7:30 AM
on April 27, 2011.

ASSIGNOR

By: SN Semel SUPGCT Sec.

Name: Scott N. Semel

Title: Senior Vice President, General Counsel & Secretary

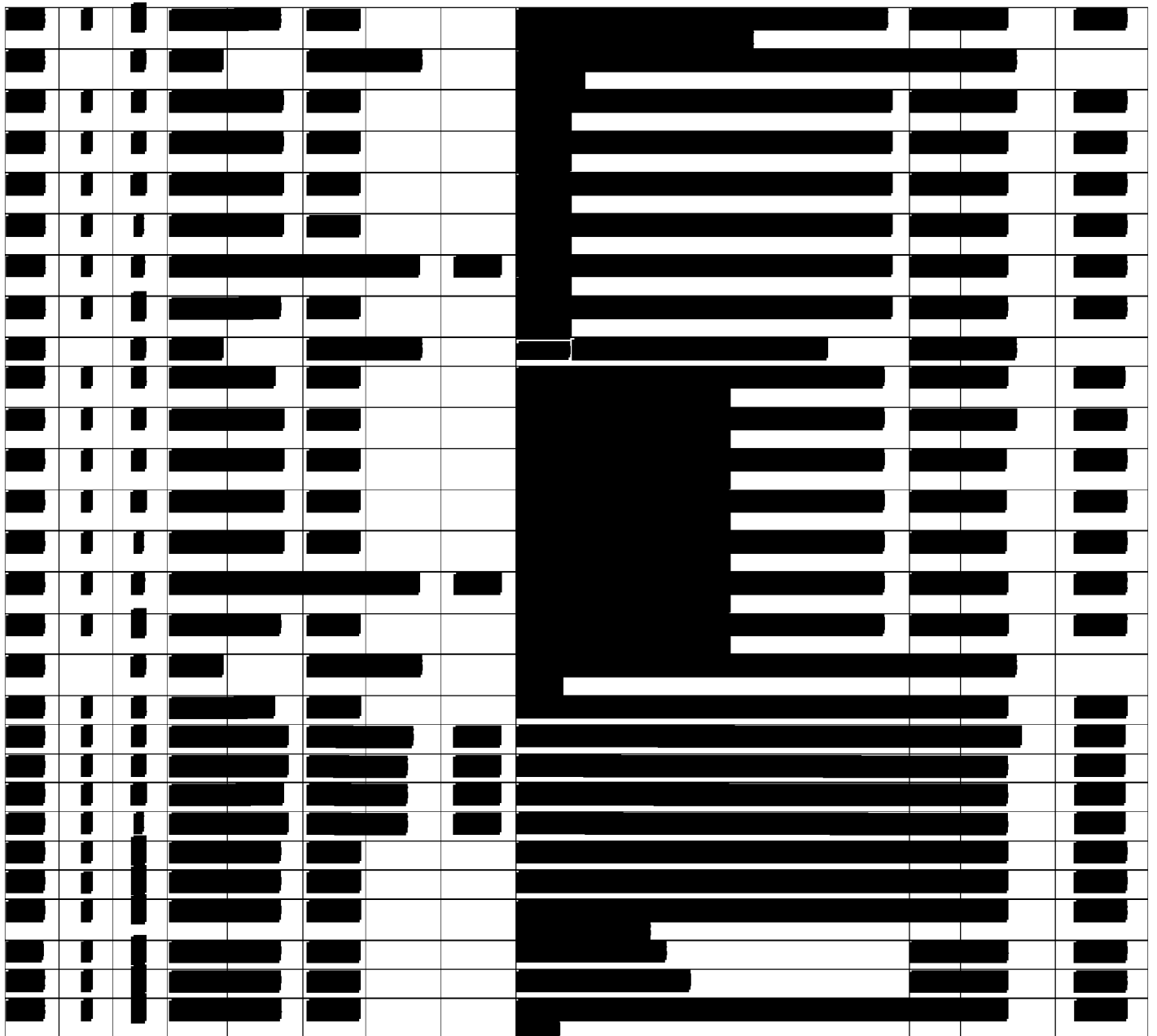
(Signature MUST be notarized)



SHELLEY E. DAGLIE
NOTARY PUBLIC, State of New York
No. 01DA8888107
Qualified in New York County
Commission Expires June 11, 2011

Exhibit A
ASSIGNED PATENTS

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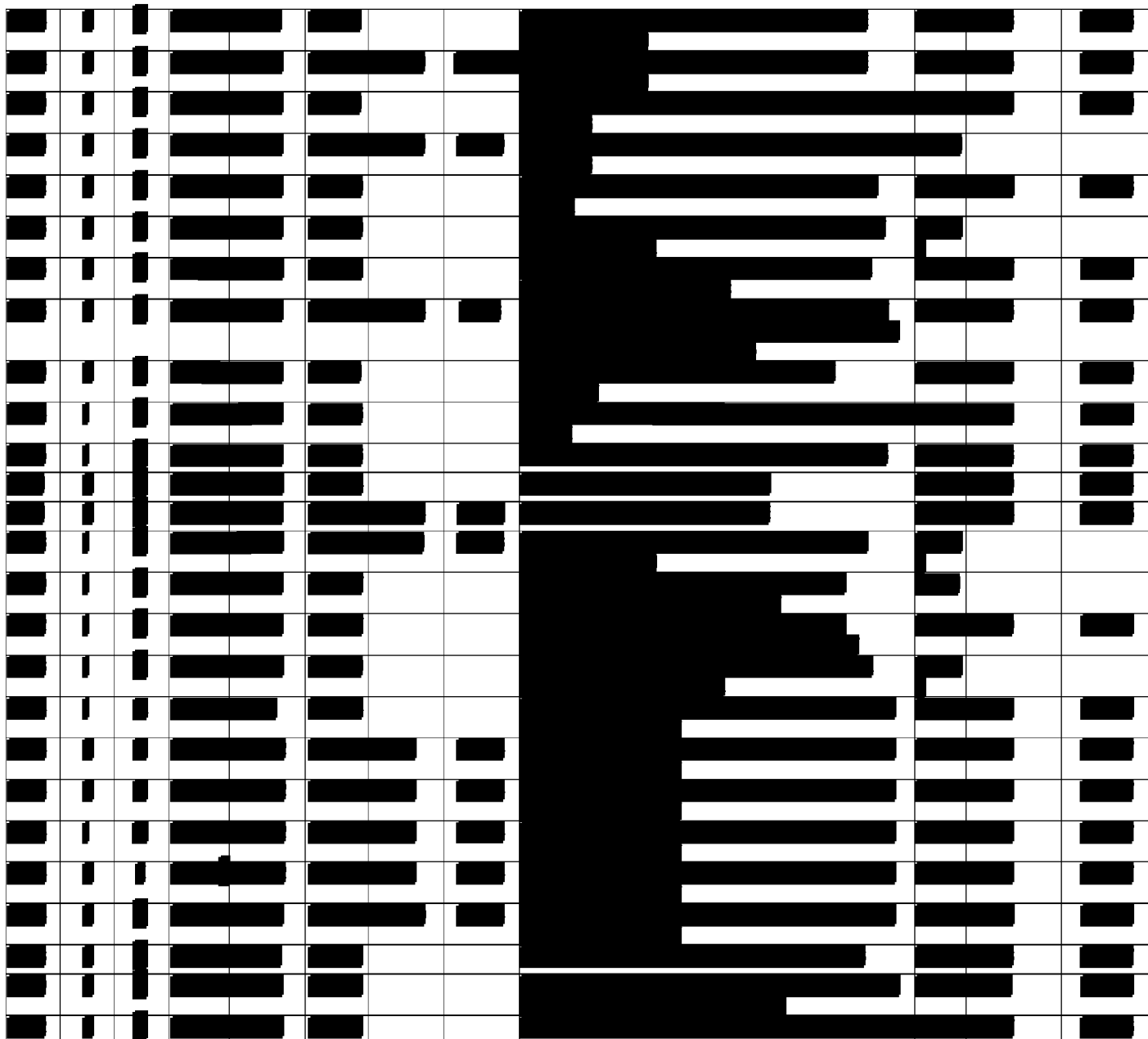


























APPENDIX C

501956220 06/14/2012

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CPTN Holdings LLC	09/09/2011
RECEIVING PARTY DATA	
Name:	Oracle International Corporation
Street Address:	500 Oracle Parkway
Internal Address:	M/S 5op7
City:	Redwood Shores
State/Country:	CALIFORNIA
Postal Code:	94065
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12951561
CORRESPONDENCE DATA	
Fax Number:	(650)326-2422
Phone:	650-326-2400
Email:	mchacon@kilpatricktownsend.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	William J. Daley
Address Line 1:	Two Embarcadero Center
Address Line 2:	Eighth Floor
Address Line 4:	San Francisco, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	88325-829309 (120711US)
NAME OF SUBMITTER:	William J. Daley
Total Attachments: 14 source=CPTN_to_OIC_Assignment#page1.tif	

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PATENT
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CPTN PATENT ASSIGNMENT AGREEMENT

This CPTN PATENT ASSIGNMENT AGREEMENT, dated SEP. 9, 2011 (this "Agreement"), is entered into by and between CPTN Holdings LLC ("Assignor") and Oracle International Corporation ("Assignee"). Both Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, Assignor entered into a Patent License Agreement by and among Assignor, Apple Inc., EMC Corporation, Microsoft Corporation and Oracle Corporation dated as of November 21, 2010 (the "PLA"); and

WHEREAS, pursuant to the terms of the PLA, Assignor wishes to assign certain rights to Assignee and Assignee wishes to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as set forth herein.

Assignor hereby sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all right, title and interest Assignor has in and to certain patents and patent applications which are listed on attached Schedule 1 ("Assigned Patents"), including without limitation, any and all legal rights entitled by the original owner of the Assigned Patents and all rights of Assignor to collect royalties under such Assigned Patents, to prosecute all existing Assigned Patents worldwide, to apply for additional patents worldwide and to have Assigned Patents and such additional patents issued in the name of Assignee.

In addition, Assignor hereby sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all right, title and interest to sue for past, present and future infringement of the Assigned Patents, including without limitation all right, title and interest in and to all causes of action and enforcement rights, whether known, unknown, pending, filed, or otherwise, in respect of the Assigned Patents, and all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Assigned Patents.

In addition, Assignor hereby sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, (i) all right, title and interest to apply (or continue prosecution) in any and all countries of the world for patents, design patents, utility models, certificates of invention or other governmental grants for the Assigned Patents, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, European Patent Convention or any other convention, treaty, agreement or understanding, and (ii) the rights, if any, to revive and/or continue prosecution of any abandoned lapsed, rejected, cancelled, expired or unenforceable Assigned Patents.

Concurrently herewith, Assignor is delivering to Assignee a Confirmation of Patent Assignment in the form attached hereto as Exhibit A, duly executed by Assignor, evidencing the foregoing assignments.

Notwithstanding anything herein to the contrary, Assignee agrees that this Agreement and the rights granted herein shall be subject to the terms and conditions of the PLA, including, without limitation, the licenses, releases and covenants granted therein, and that Assignee shall require any subsequent assignee of all or any part of such rights to acknowledge the same in writing and to require such acknowledgement in connection with any further assignment of such rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention or equivalent which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Agreement shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

[Signature Page Follows]

IN WITNESS WHEREOF this Agreement is executed at Redmond WA on
Sept 9 2011

ASSIGNOR

By: [Signature]

Name: ERTN Holdings LLC

Title: Manager

(Signature MUST be notarized)

ASSIGNEE

By: [Signature]

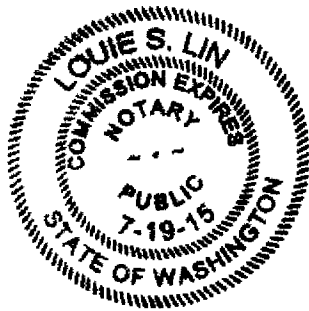
Name: Brian S. Higgins

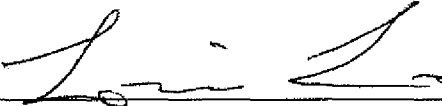
Title: Vice President

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Benjamin O. Orndorff is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Manager of CPTN Holdings LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 9th day of September, 2011.





LOUIE S. LIN - NOTARY PUBLIC
In and for the State of Washington, USA.
Residing at Mercer Island, Washington, USA.
My Appointment expires: July 19, 2015

EXHIBIT A – CONFIRMATION OF PATENT ASSIGNMENT

This **CONFIRMATION OF PATENT ASSIGNMENT**, dated SEP. 9, 2011 (this "*Confirmation of Assignment*"), is executed by CPTN Holdings LLC ("*Assignor*") for the benefit of Oracle International Corporation ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to a CPTN Patent Assignment Agreement dated as of SEP. 9, 2011 (the "*CPTN Agreement*"), pursuant to which Assignor has Assigned to Assignee all of its right, title and interest in certain patents as set forth herein and in the CPTN Agreement;

WHEREAS, pursuant to the CPTN Agreement, Assignor is required to deliver this Confirmation of Assignment to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby confirms that, pursuant to the CPTN Agreement, it has as of the date hereof sold, assigned, transferred, and conveyed to Assignee all right, title and interest Assignor has in and to certain patents and patent applications which are listed on attached Schedule 1 (the "*Assigned Patents*").

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention or equivalent which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein.

[Signature Page Follows]

IN WITNESS WHEREOF this Assignment is executed at Redmond WA on Sept 9, 2011.

ASSIGNOR

By:

Name:

Title:

ORIN Holding LLC

[Signature]

Ken Orsatti

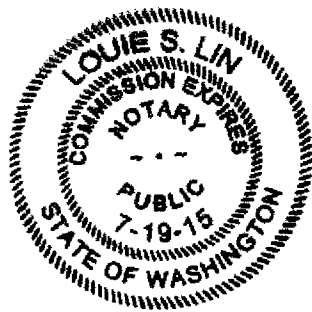
Manager


(Signature MUST be notarized)

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

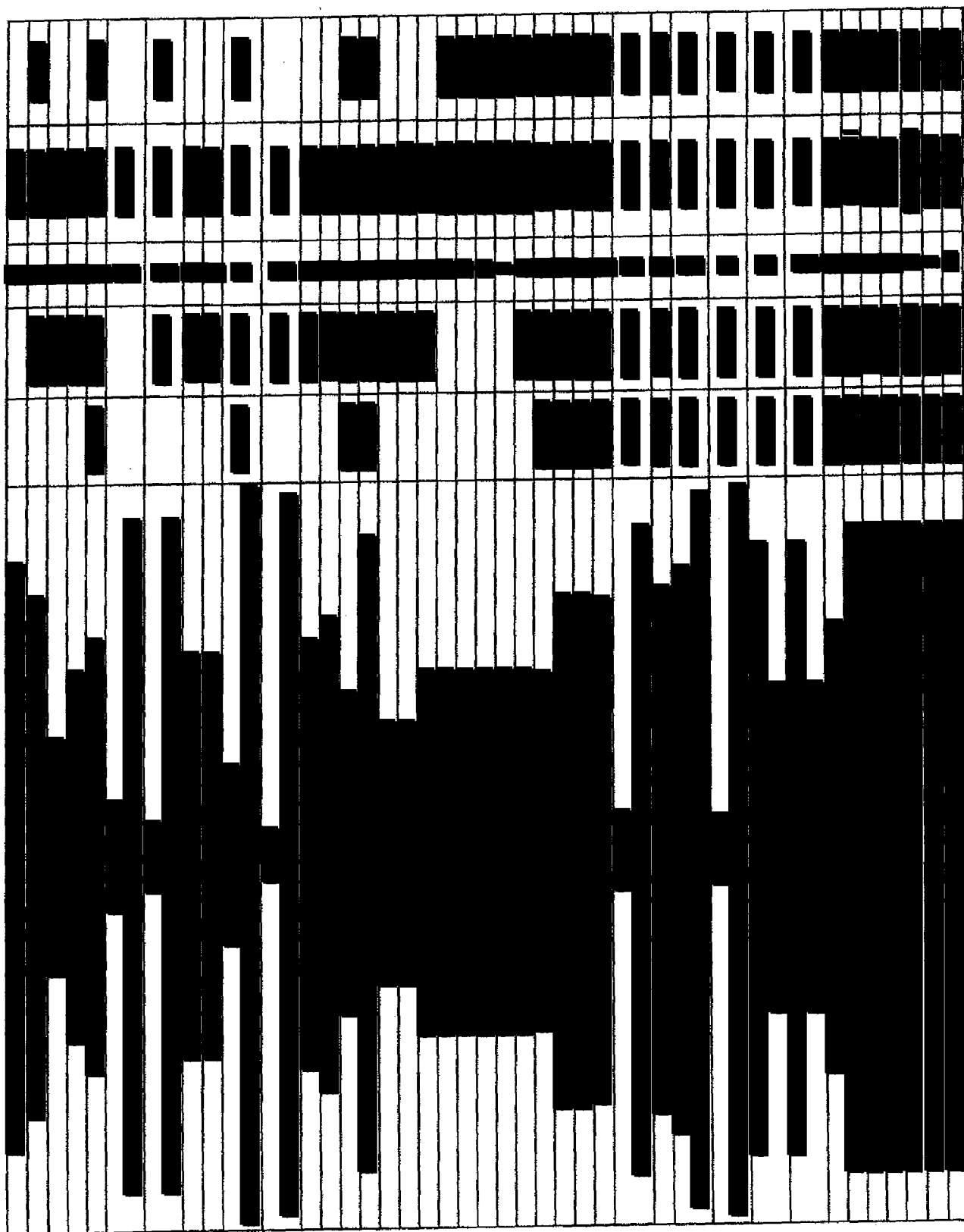
I certify that I know or have satisfactory evidence that Benjamin O. Orndorff is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Manager of CPTN Holdings LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

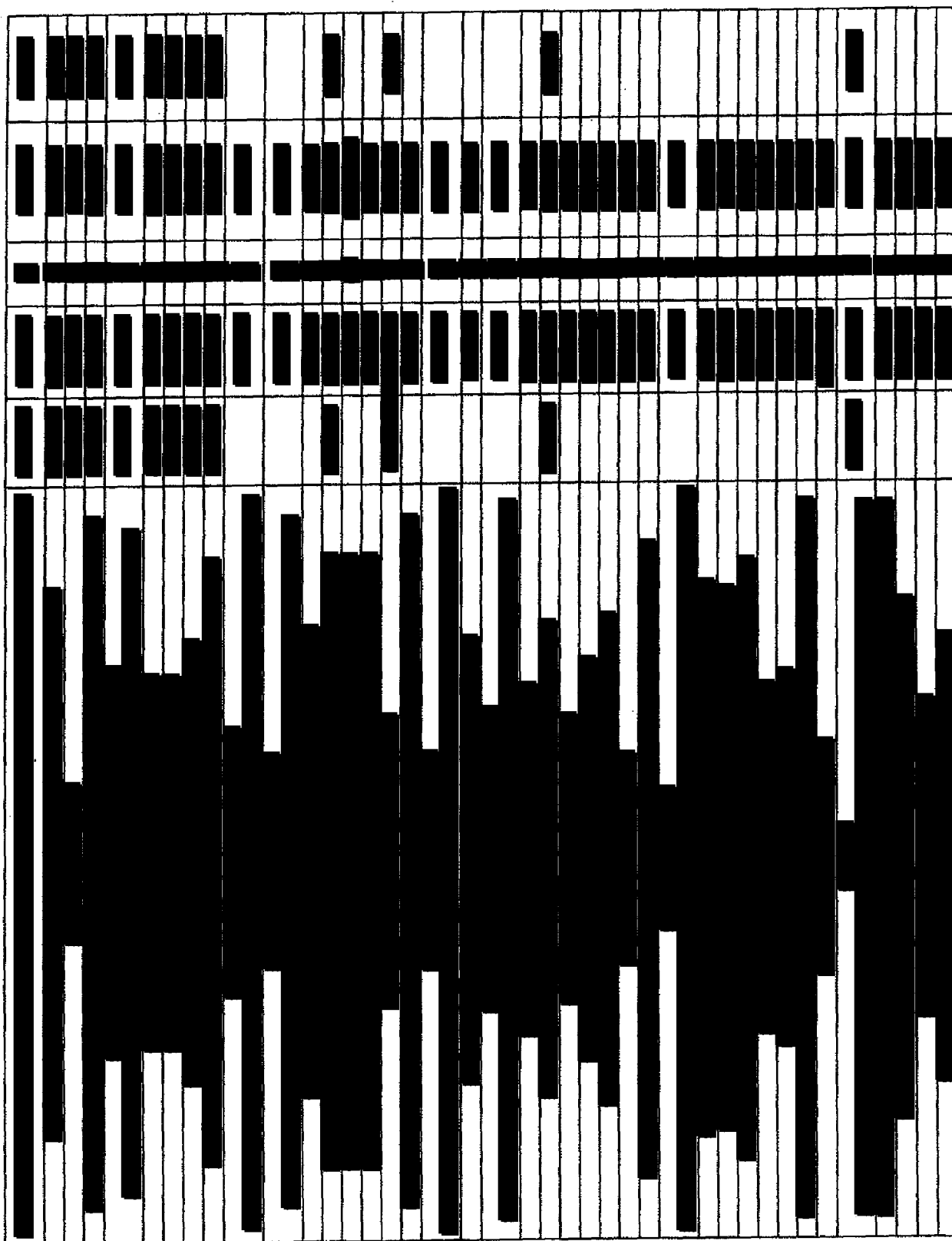
Dated this 9th day of September, 2011.

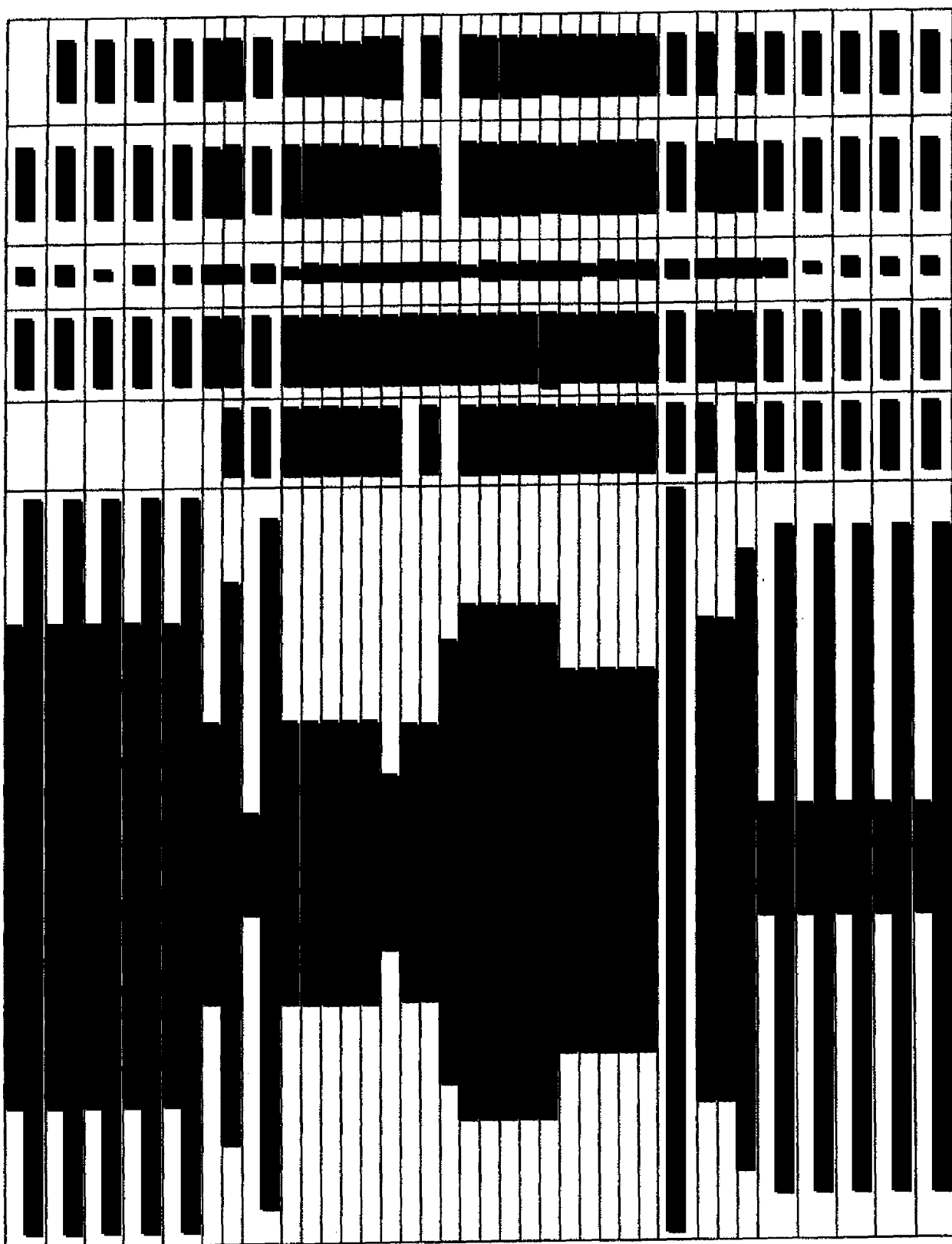


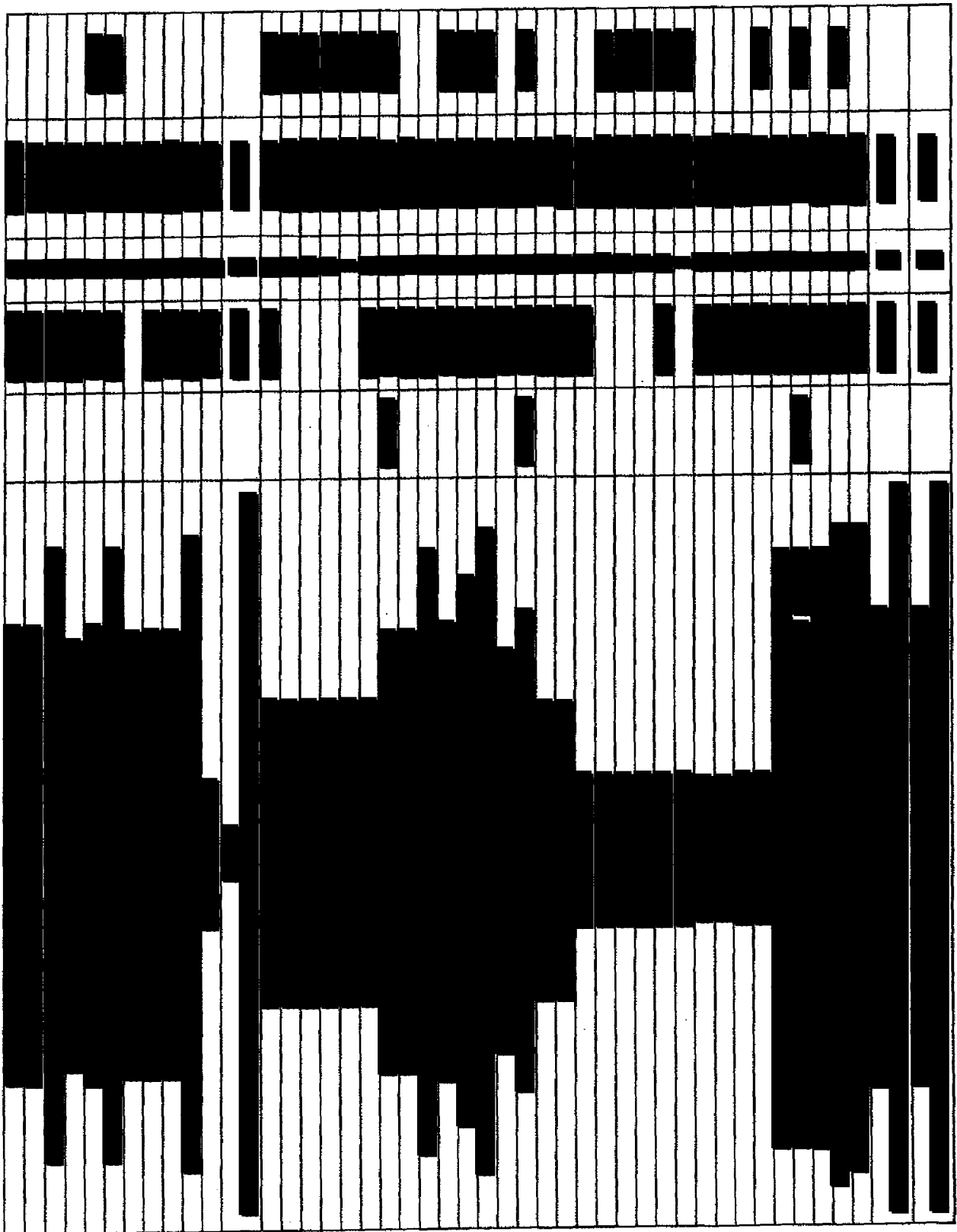


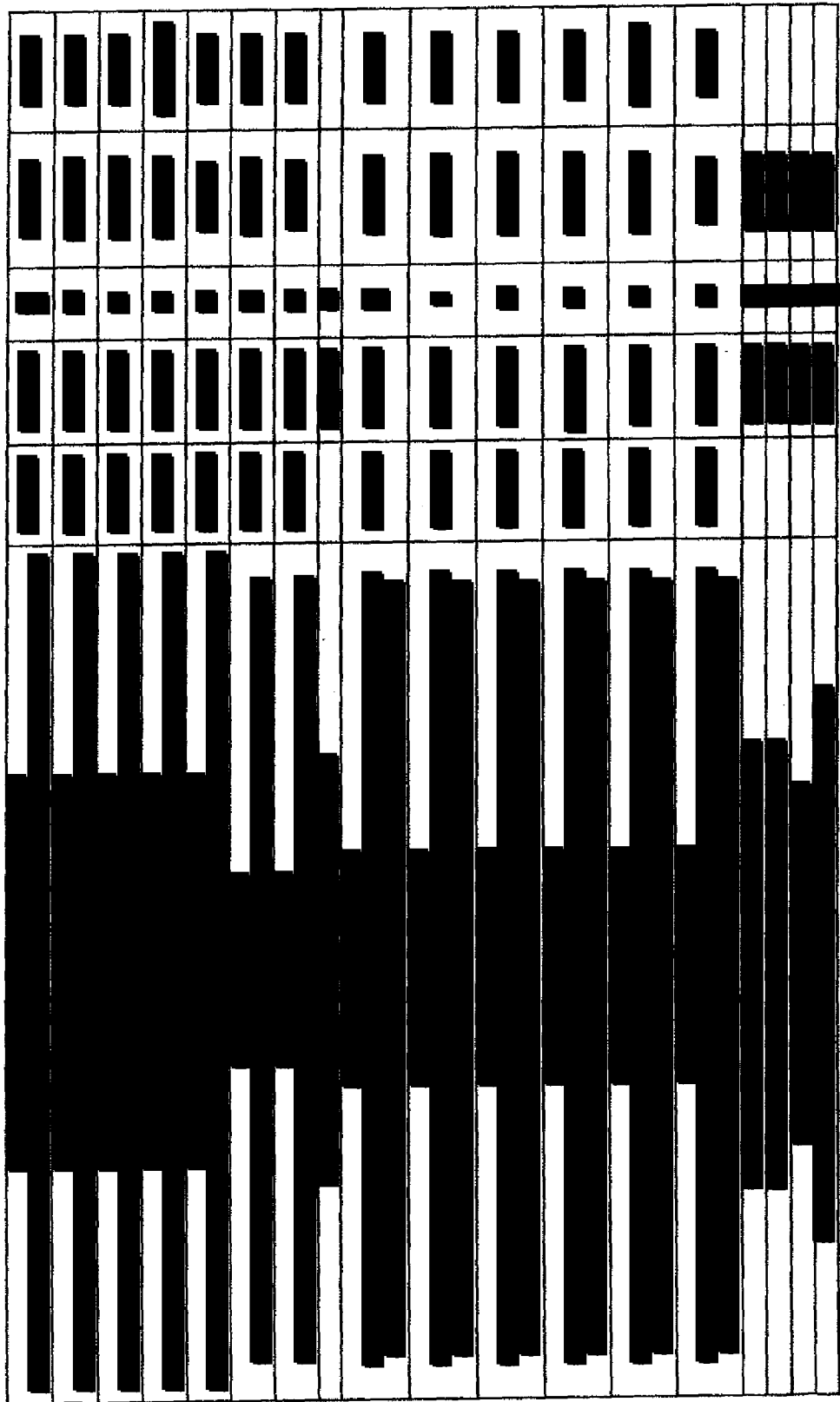
LOUIE S. LIN – NOTARY PUBLIC
In and for the State of Washington, USA.
Residing at Mercer Island, Washington, USA.
My Appointment expires: July 19, 2015











APPENDIX D

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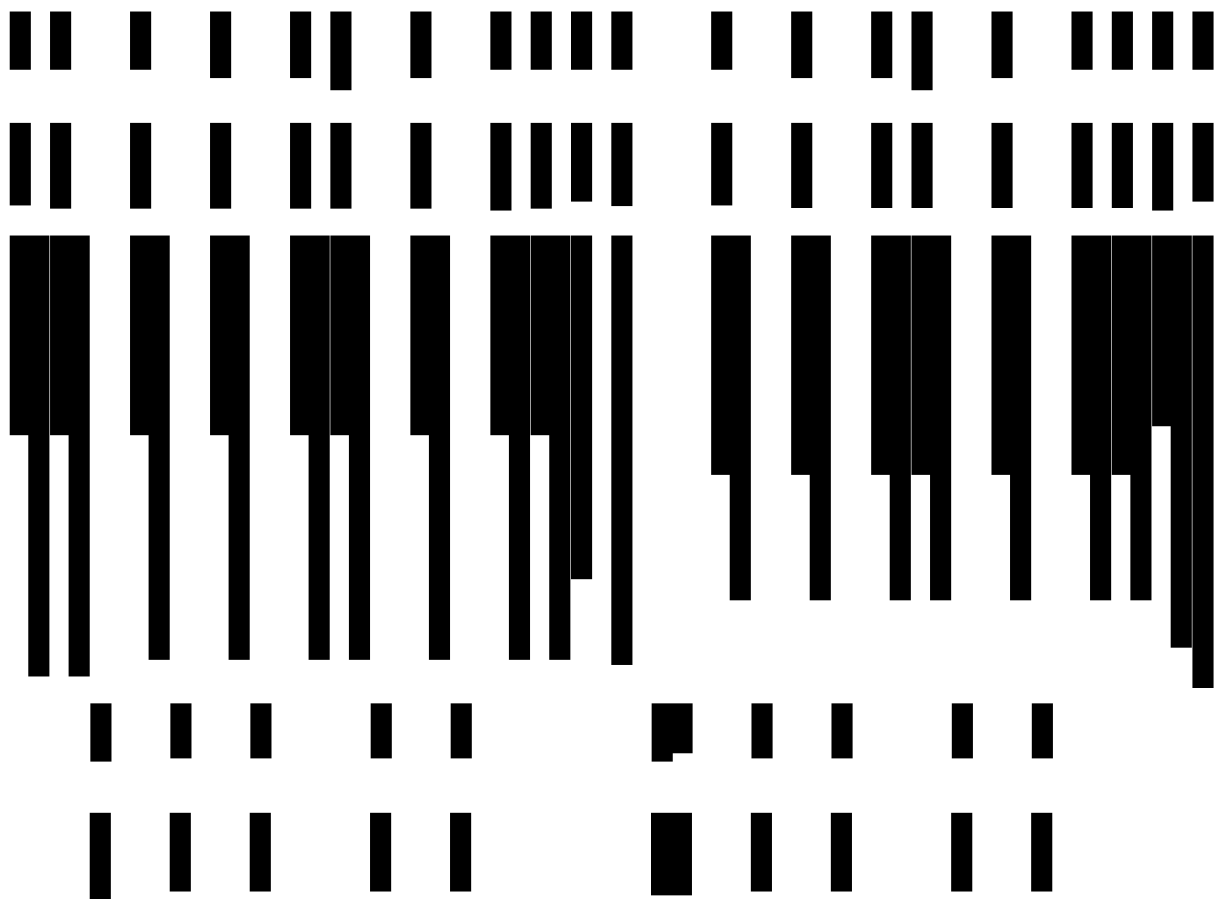
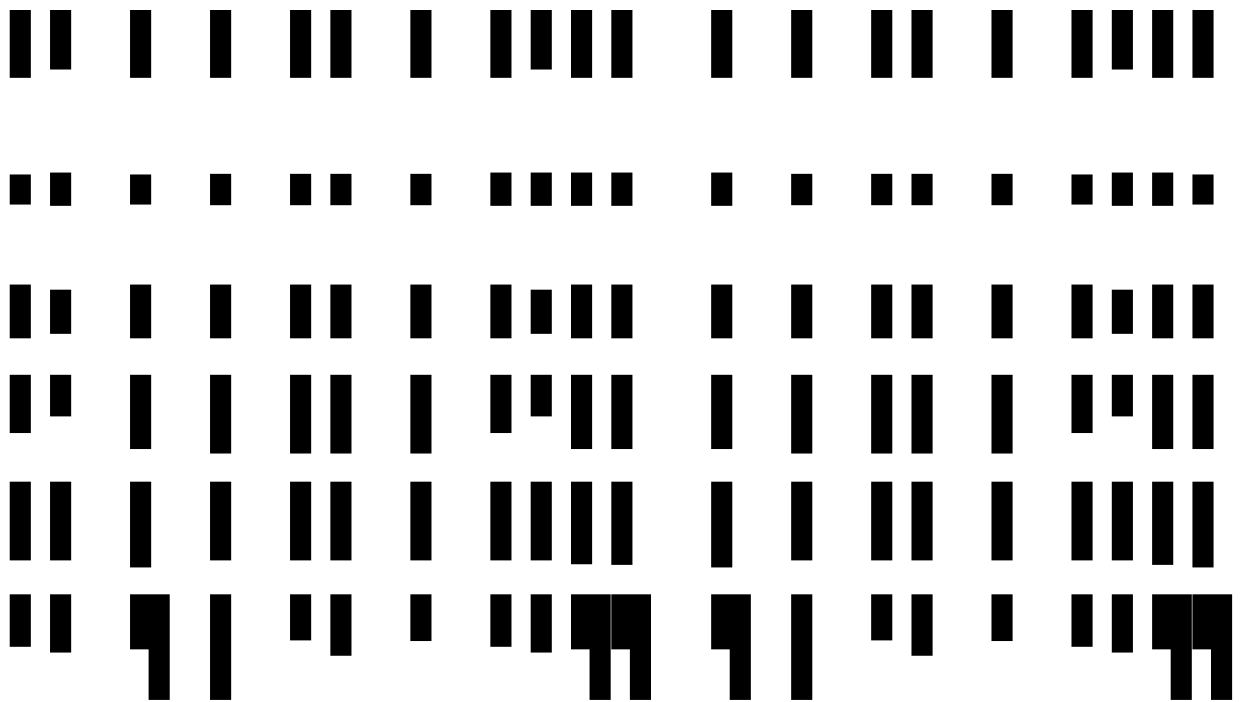
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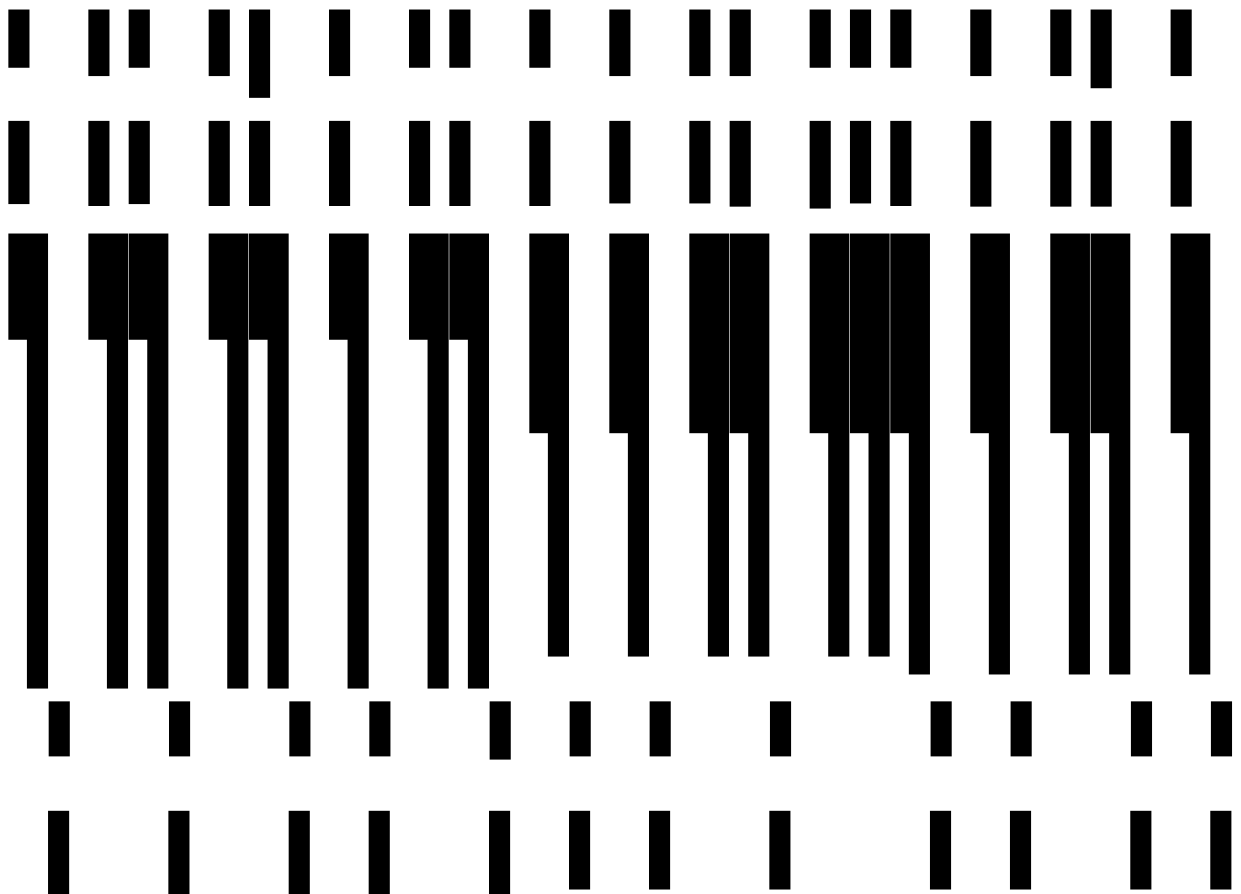
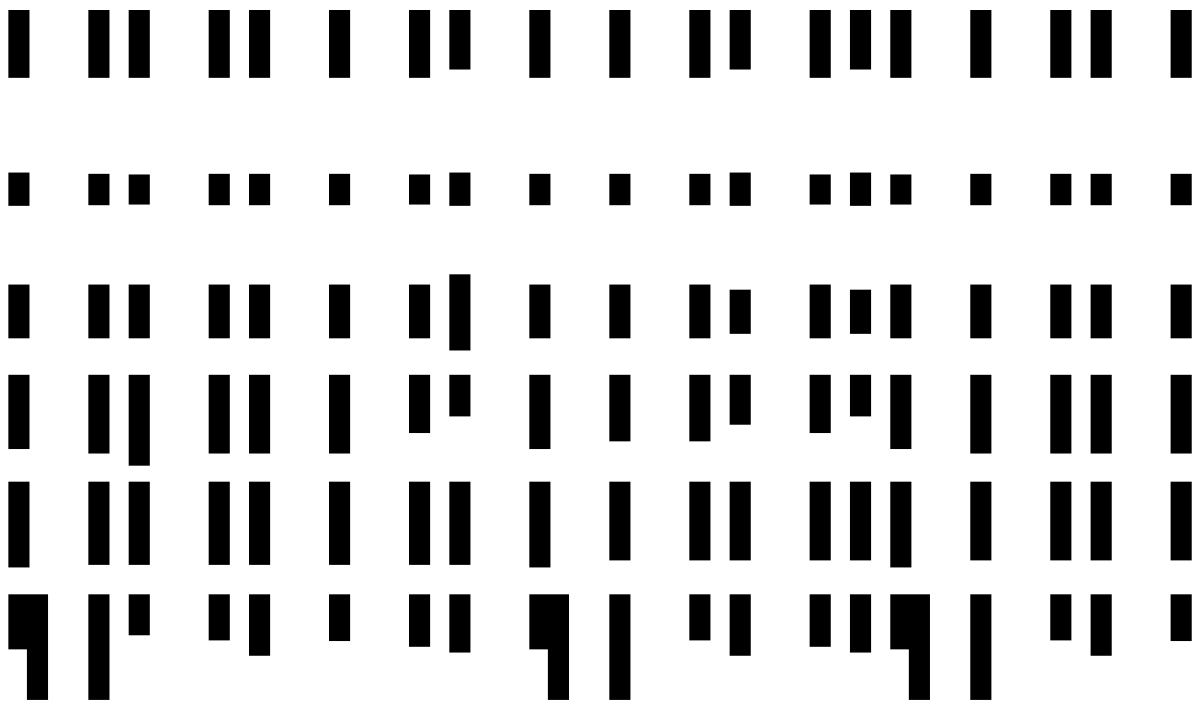
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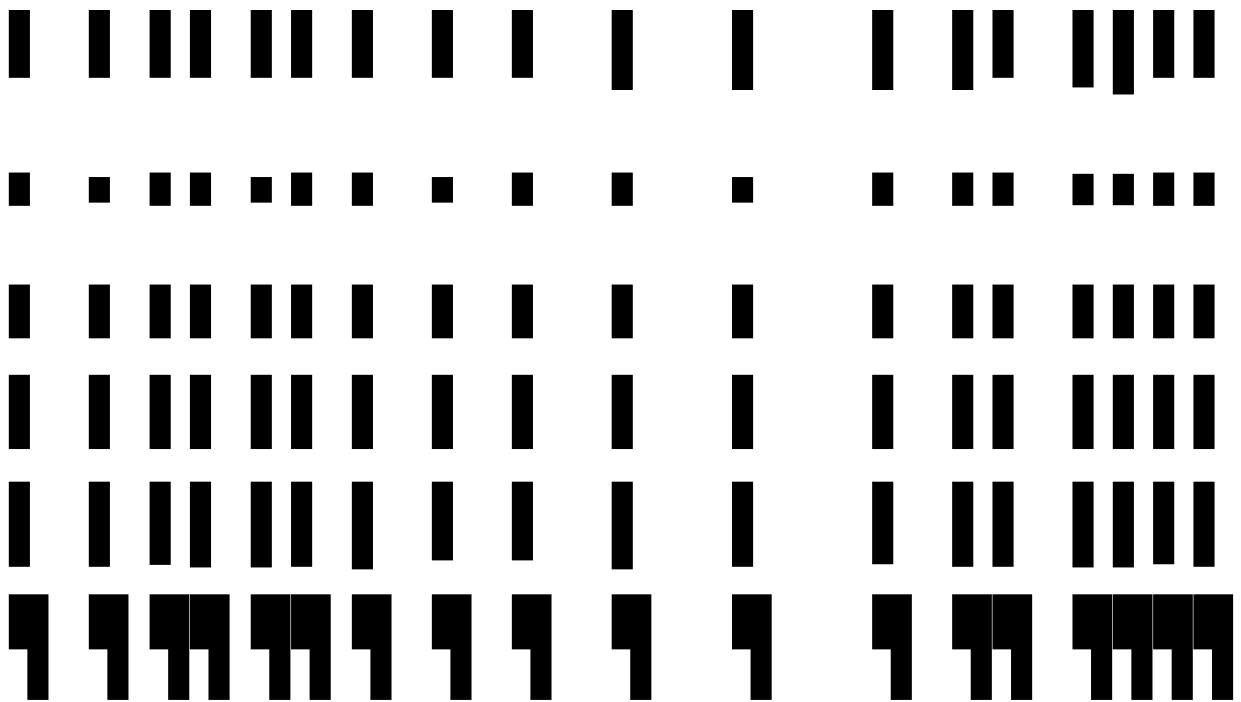
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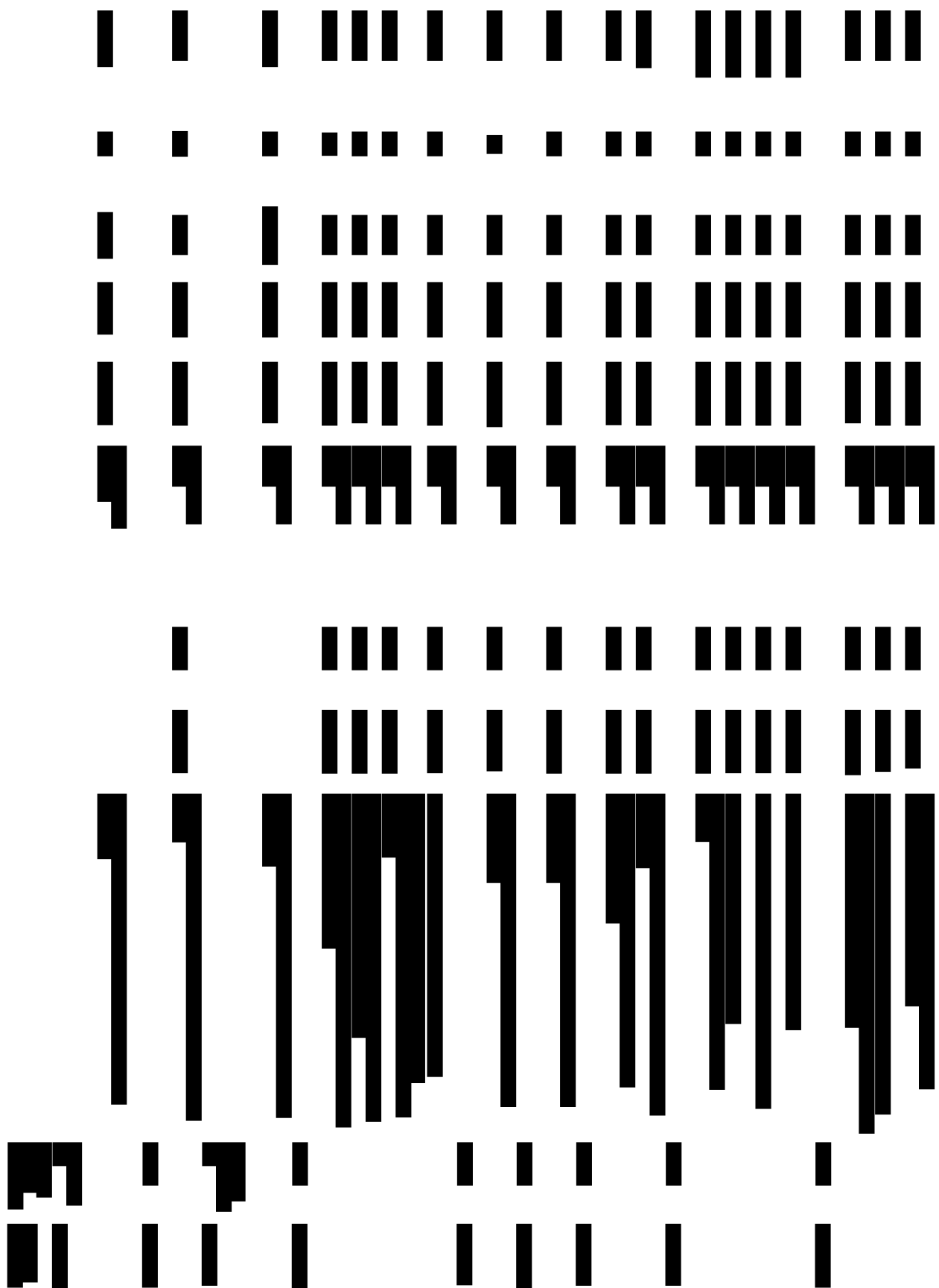
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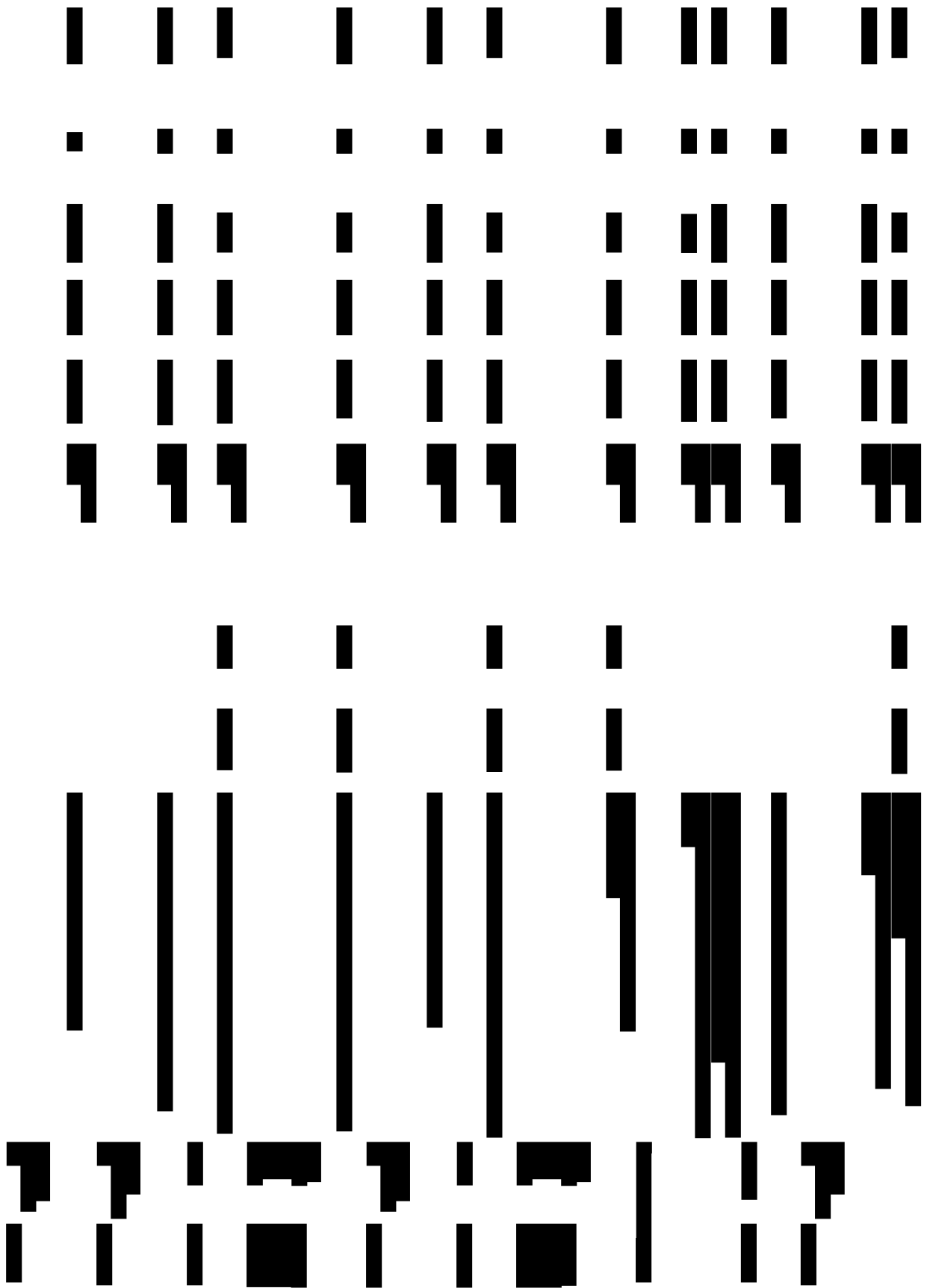


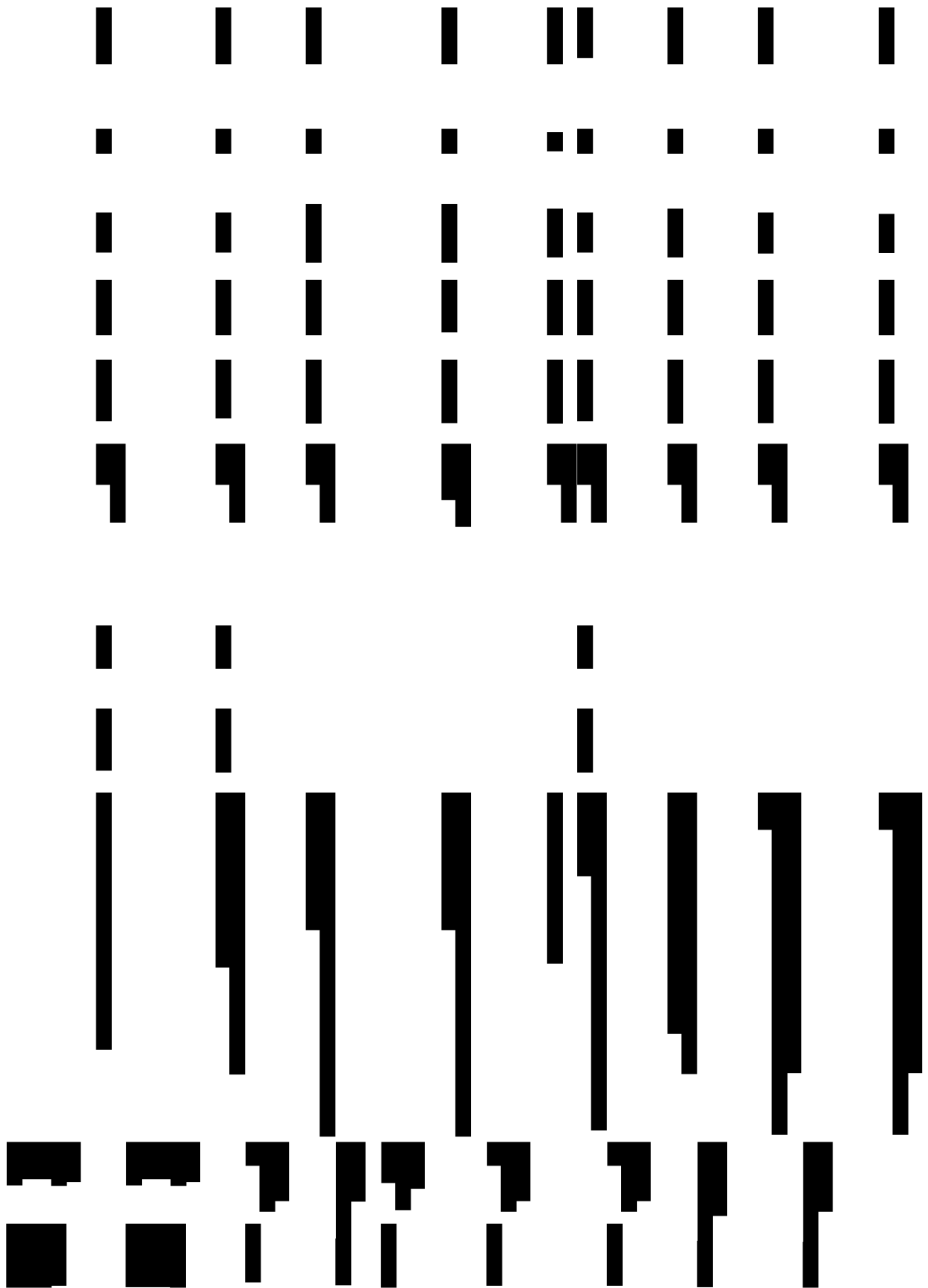


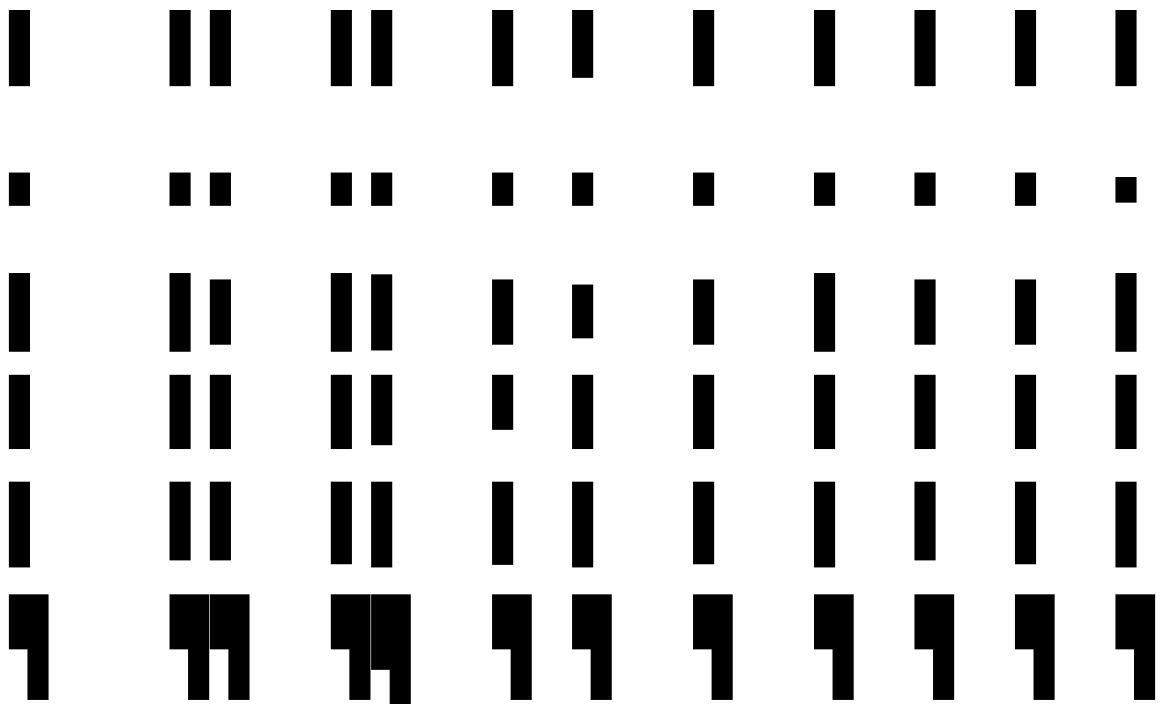


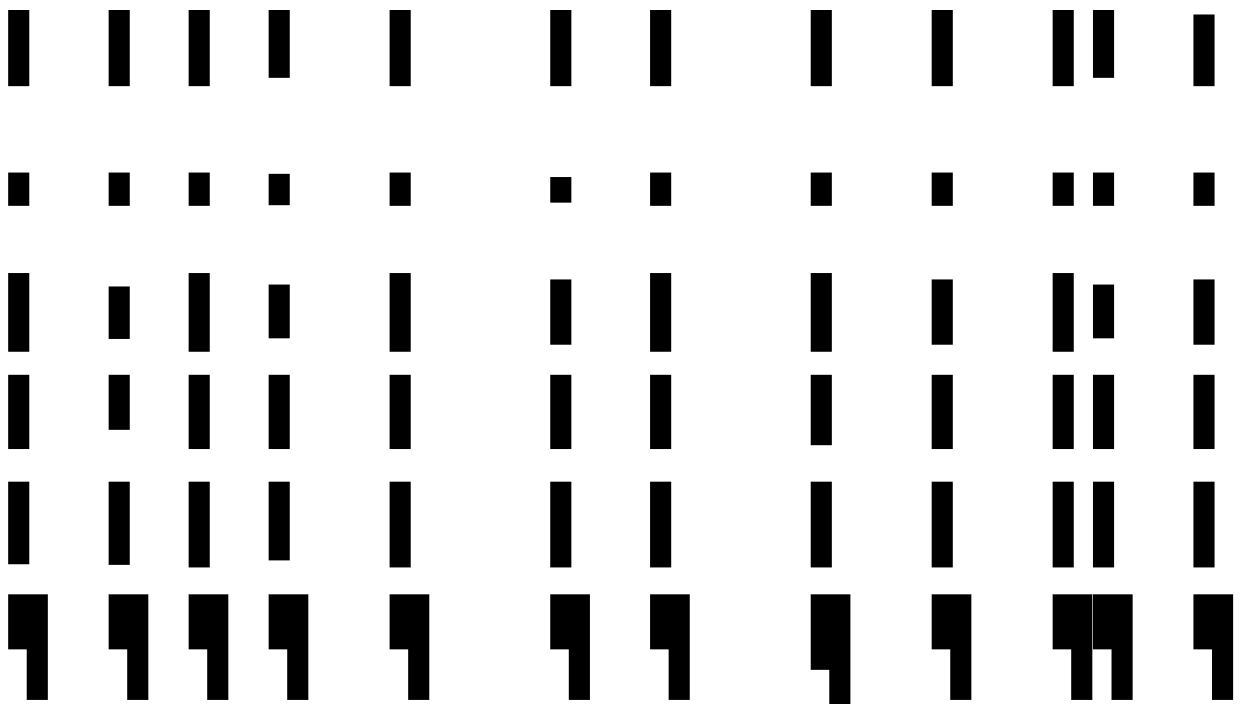


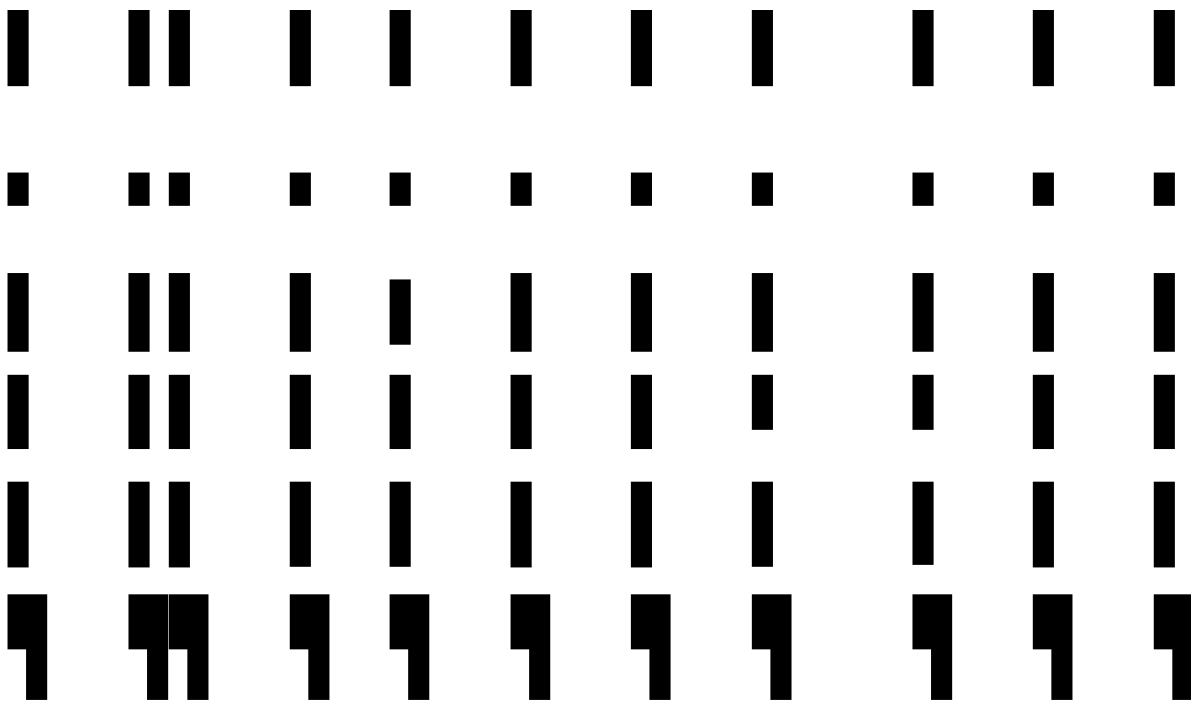


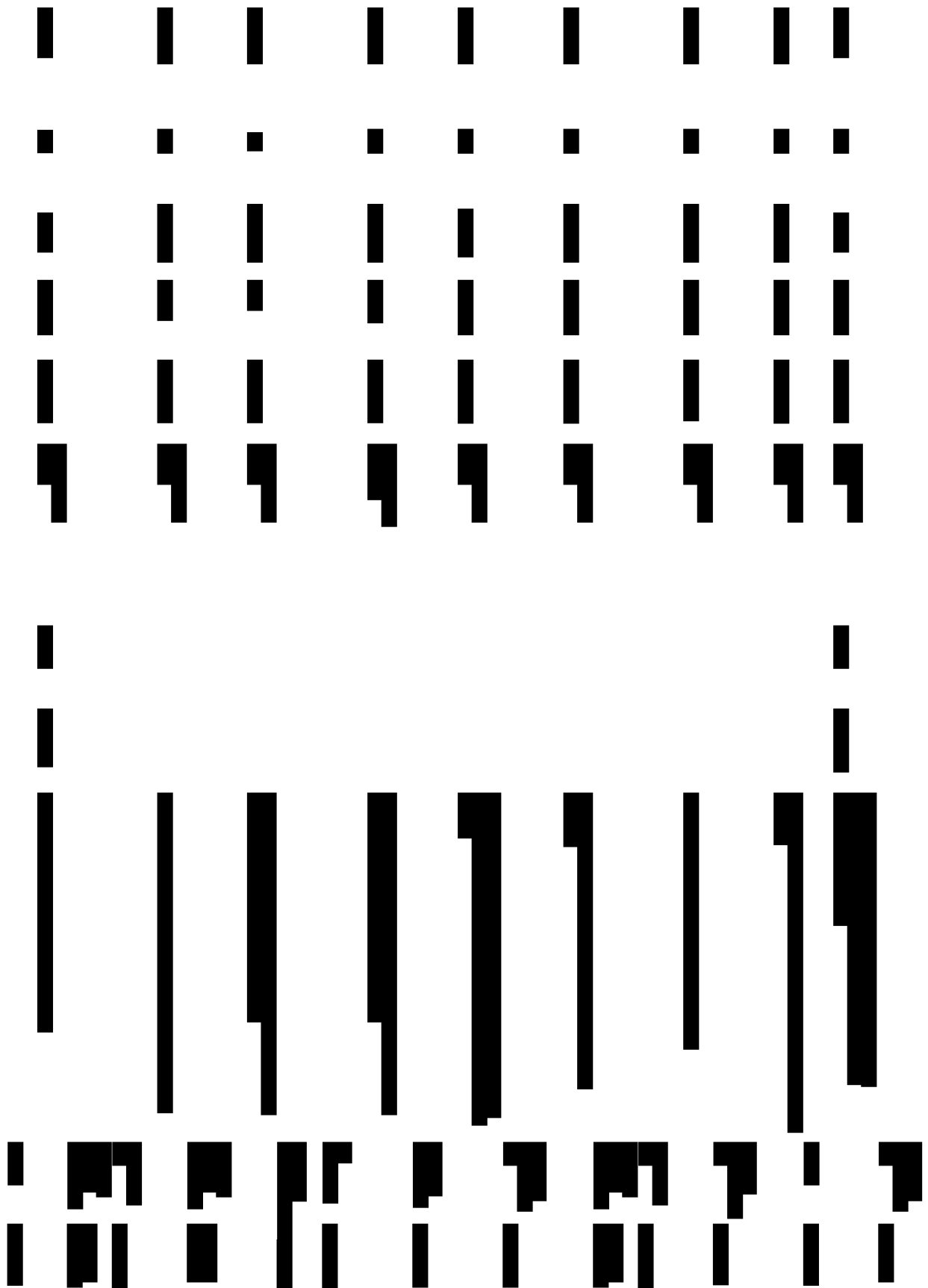


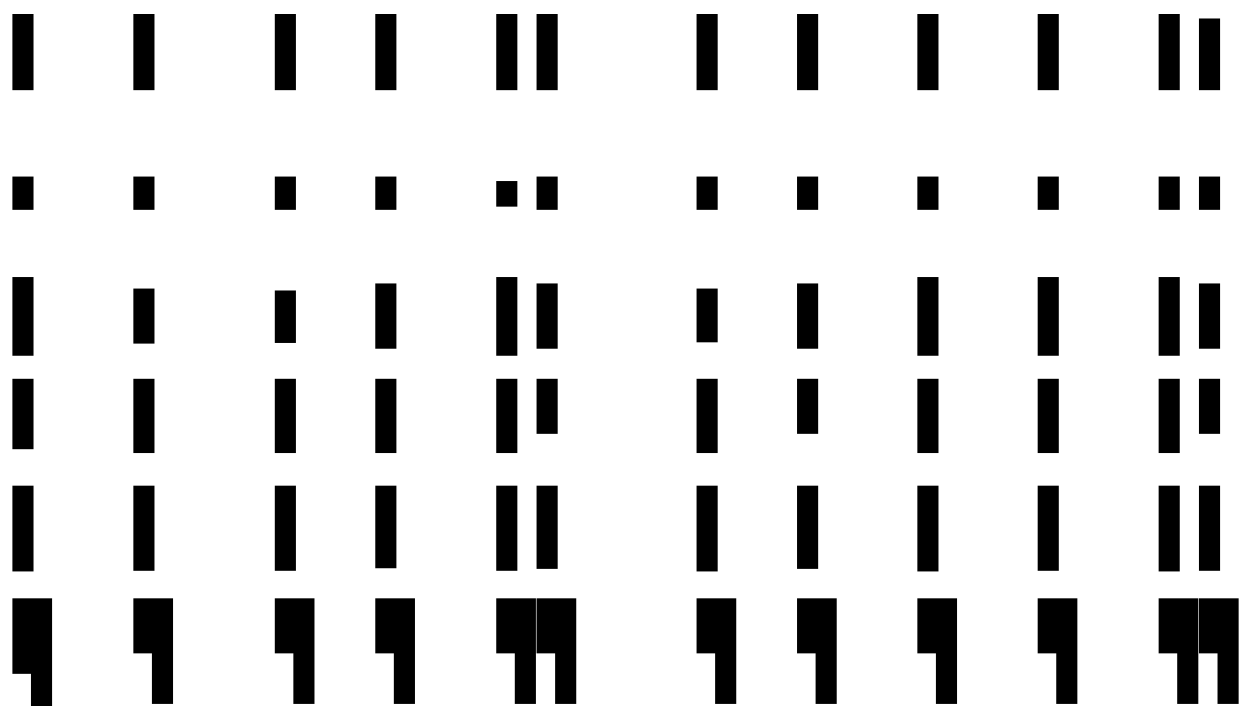


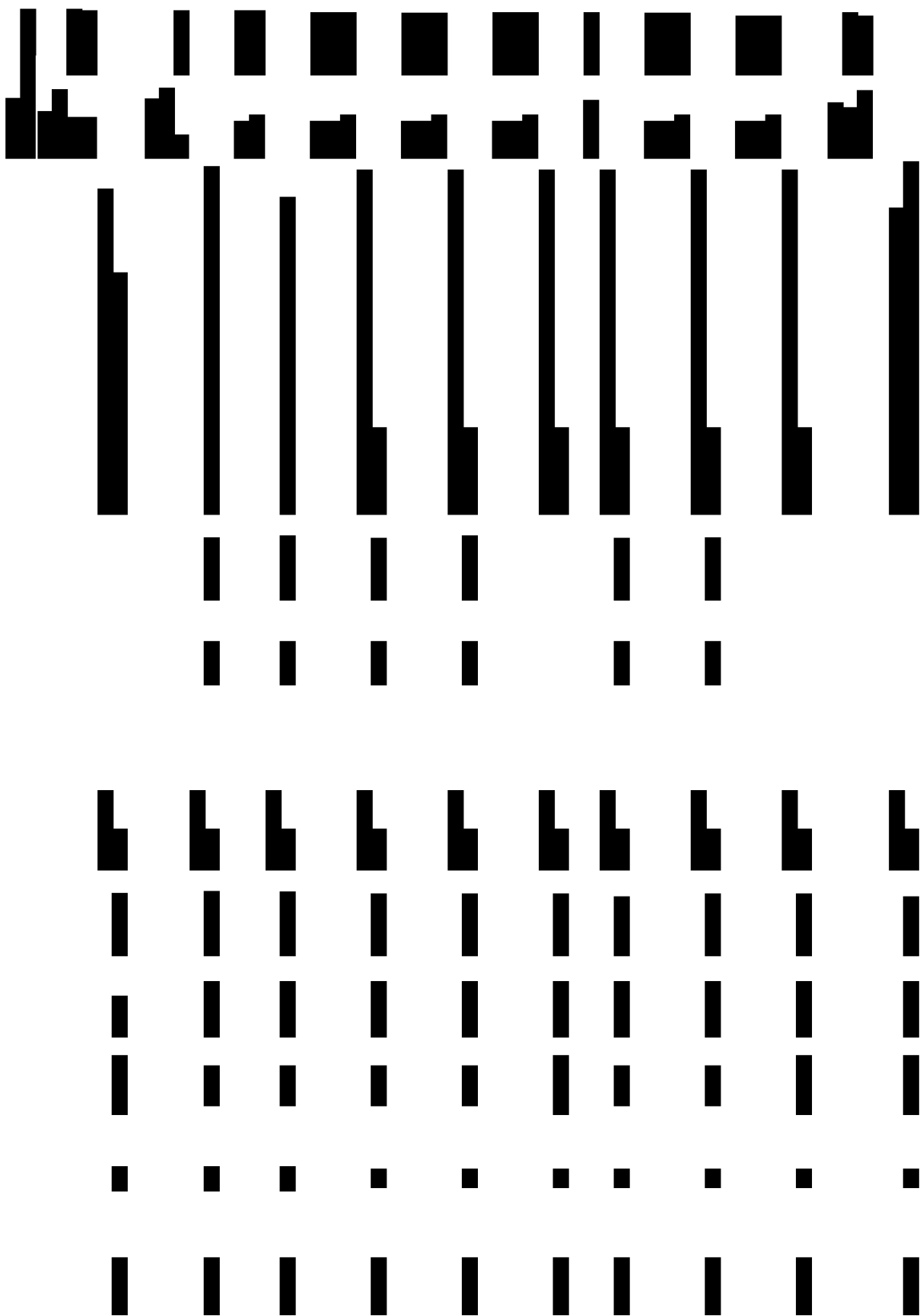


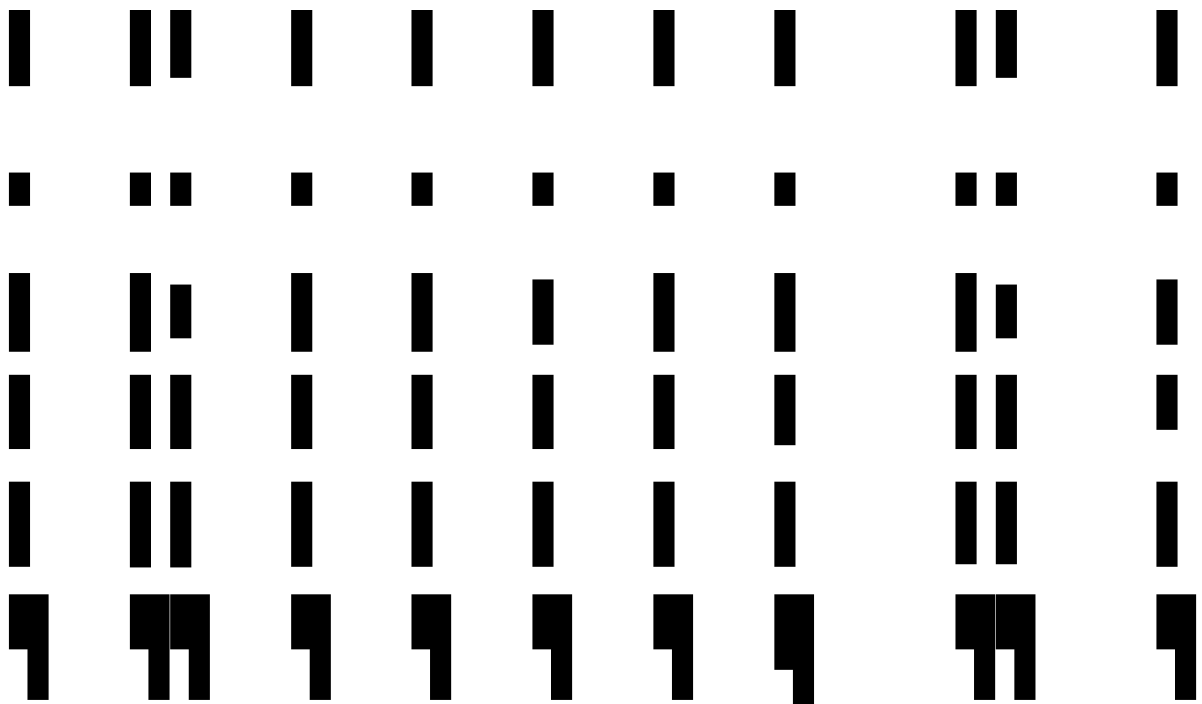


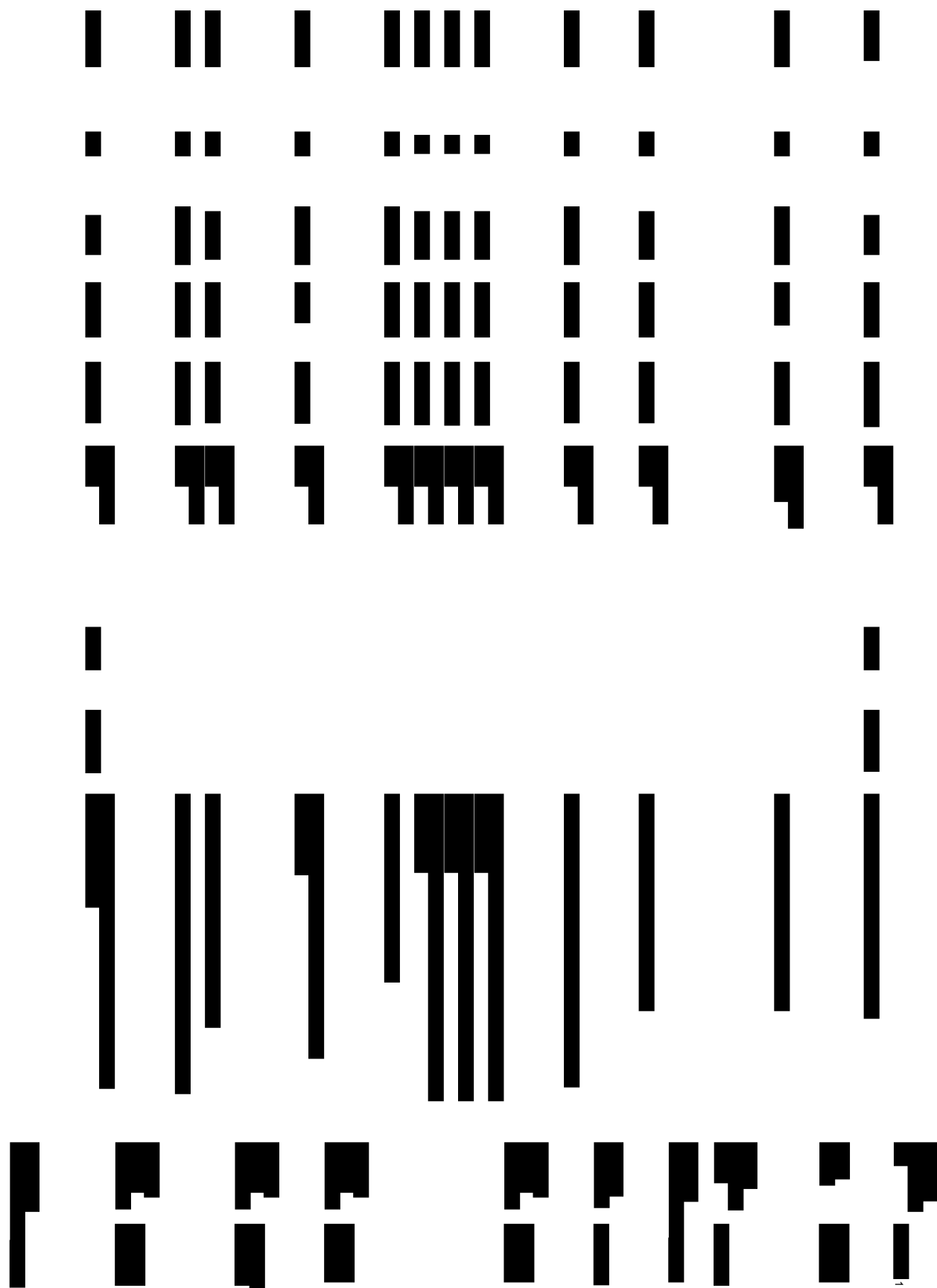


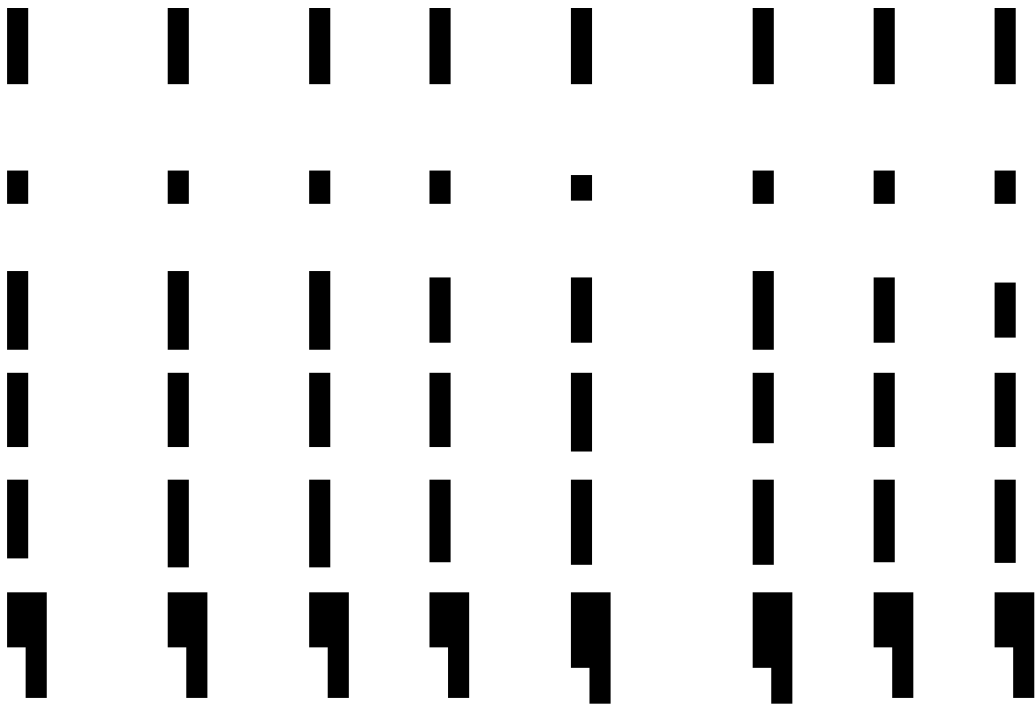


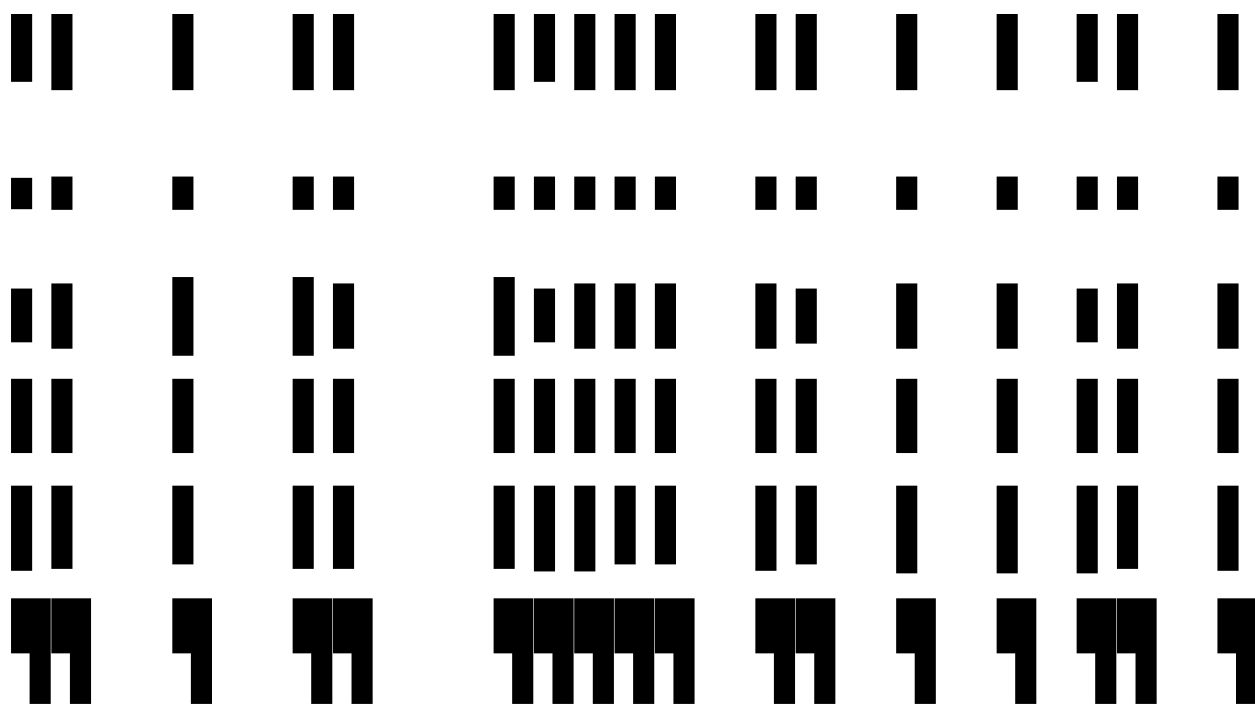


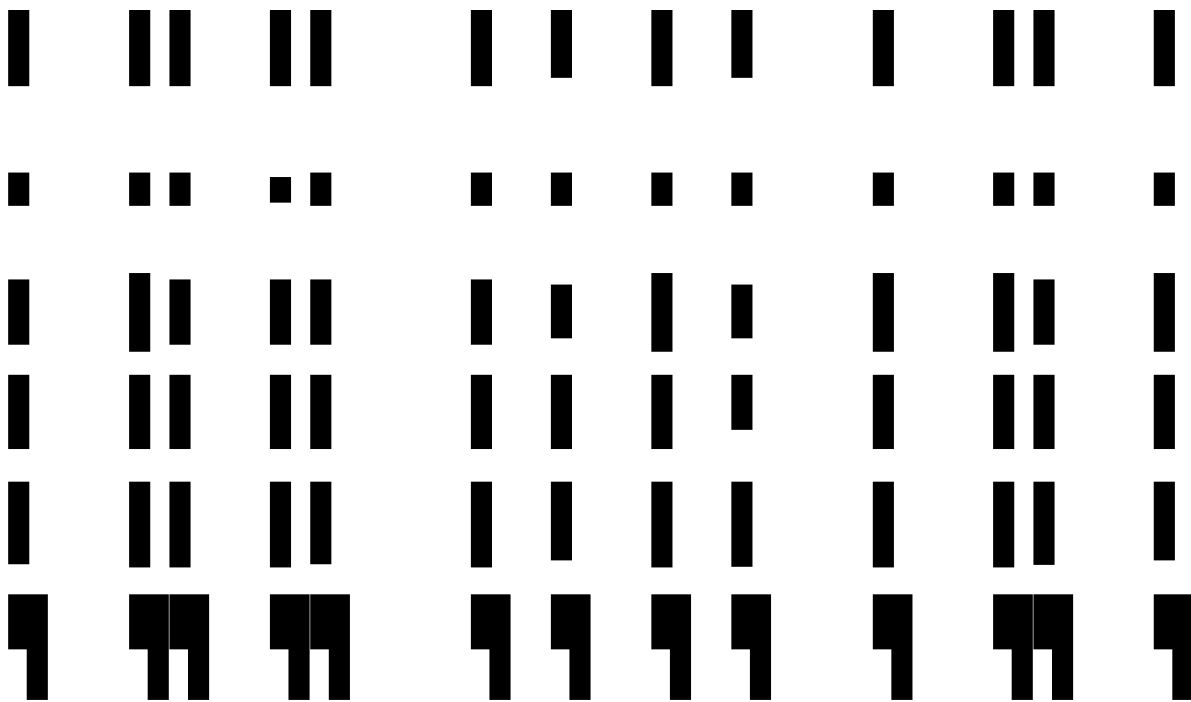


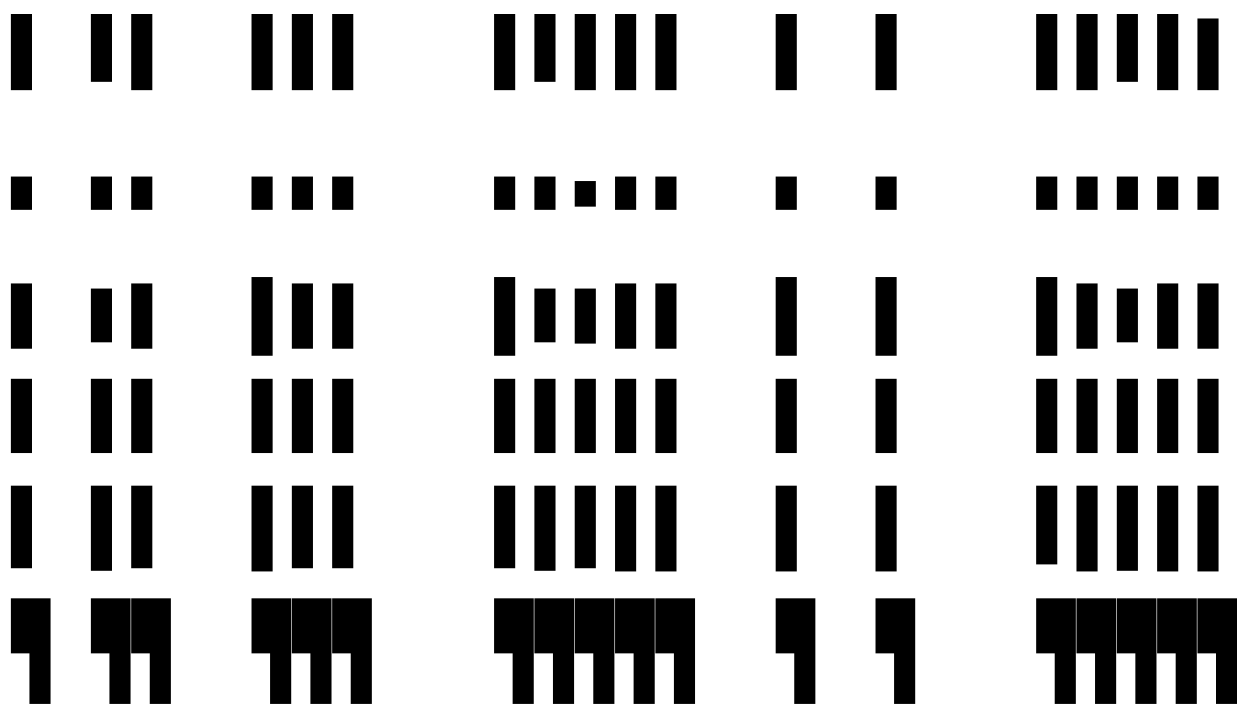


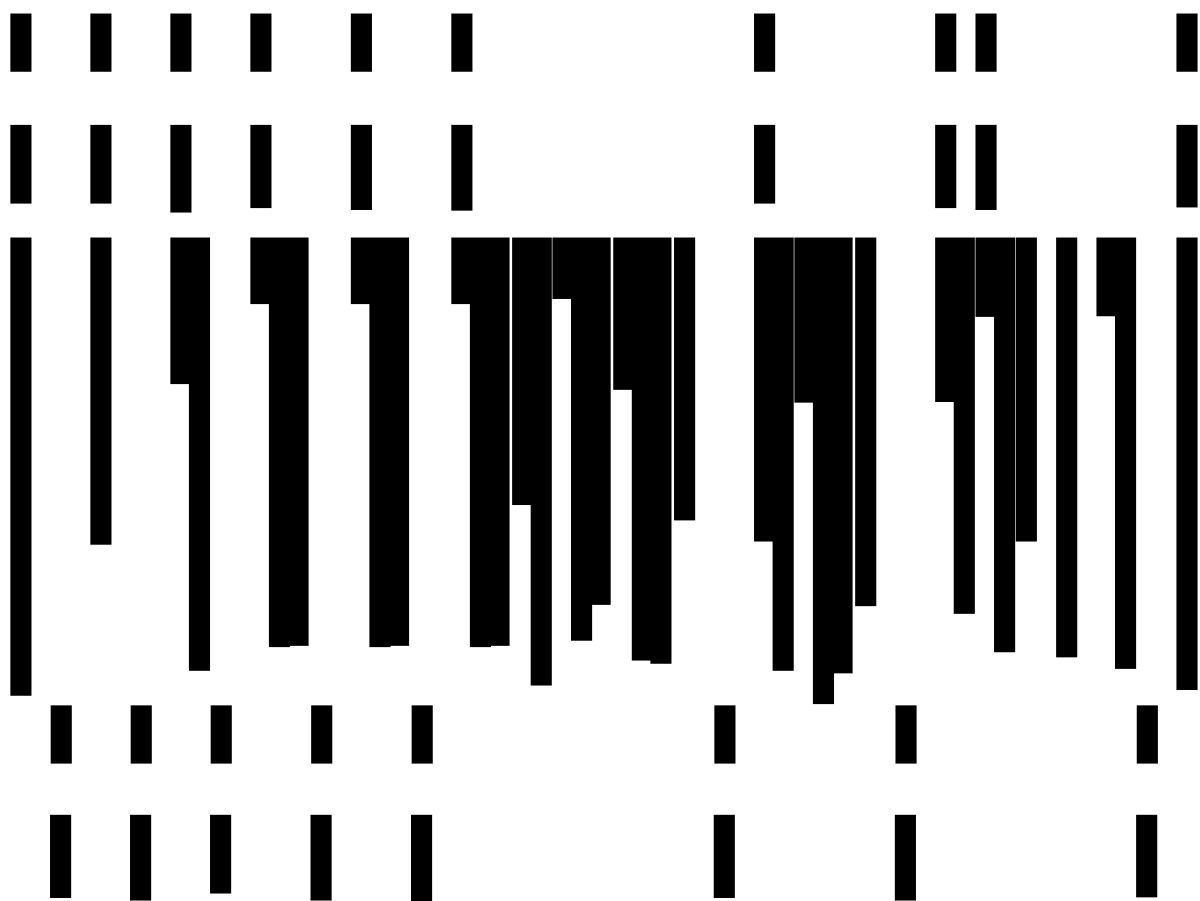
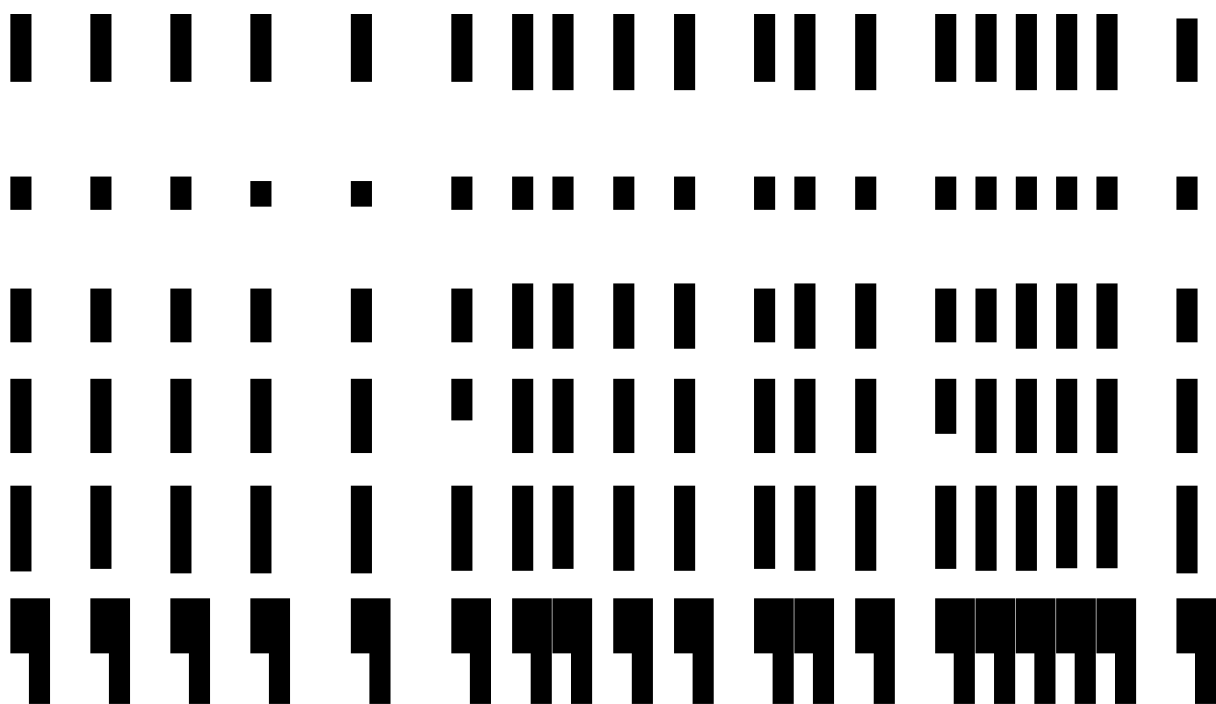


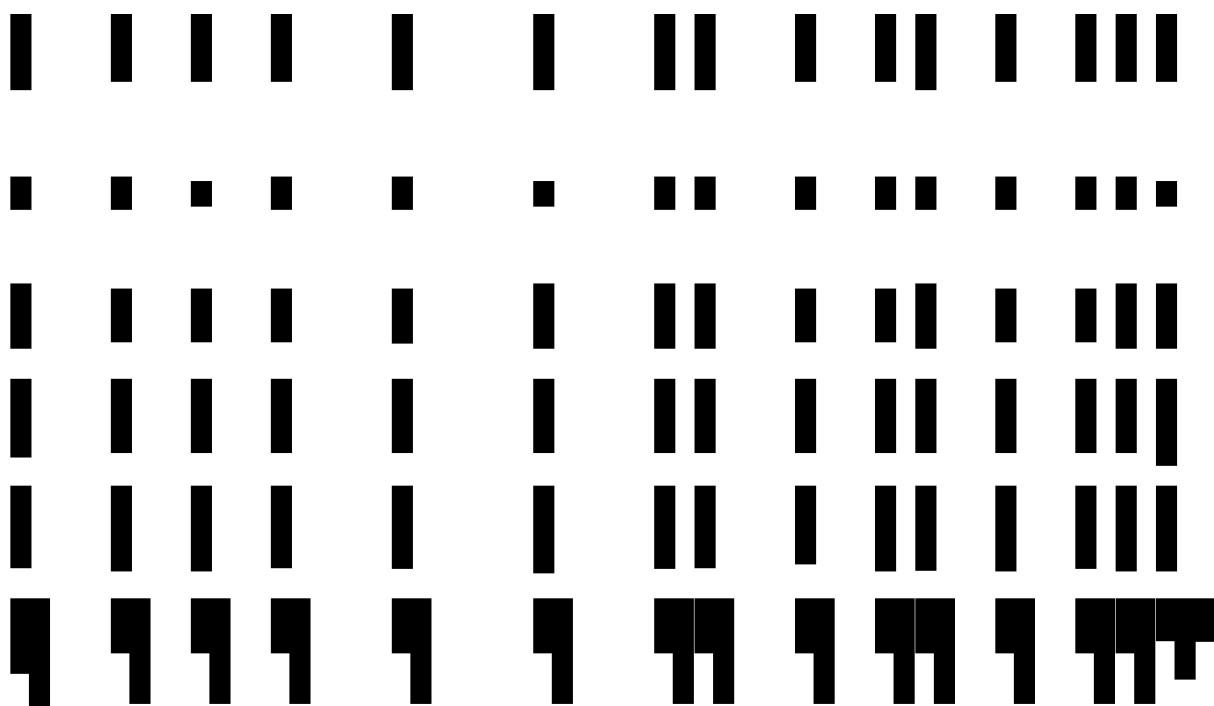


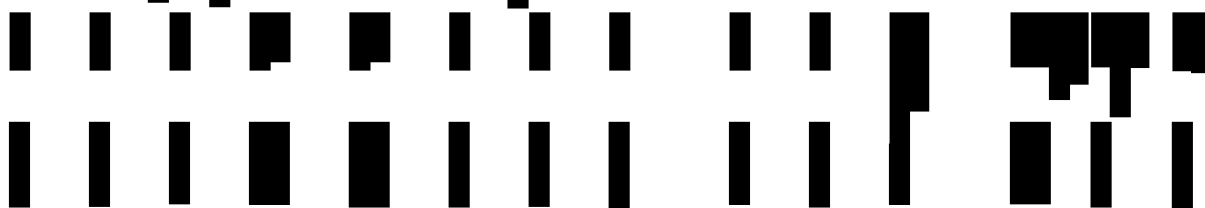
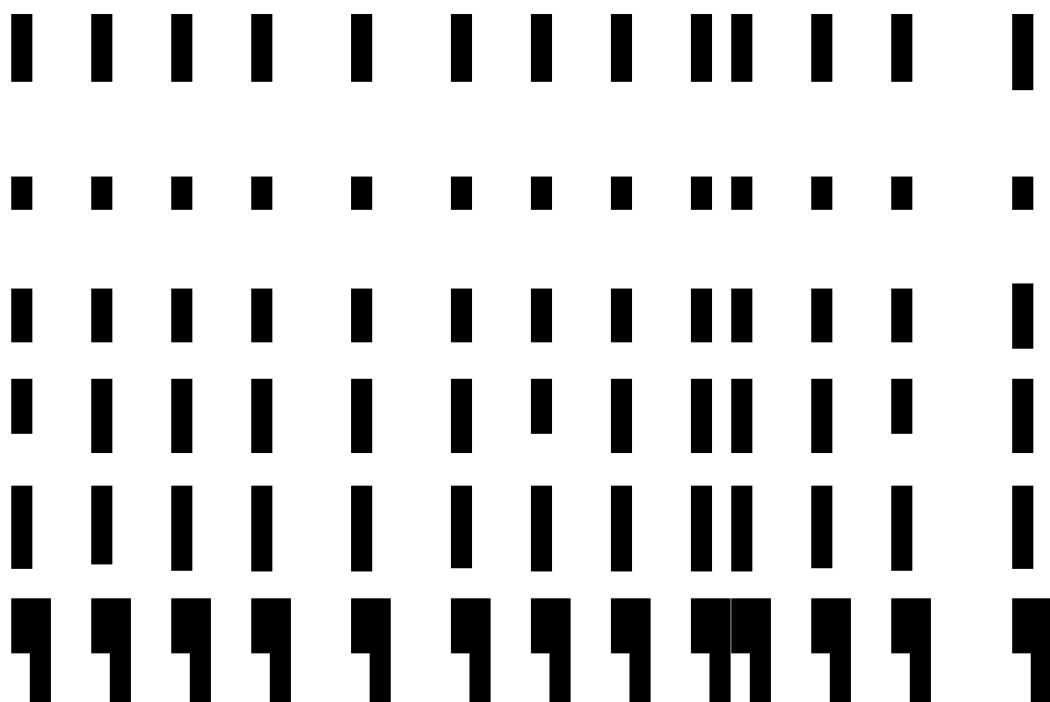


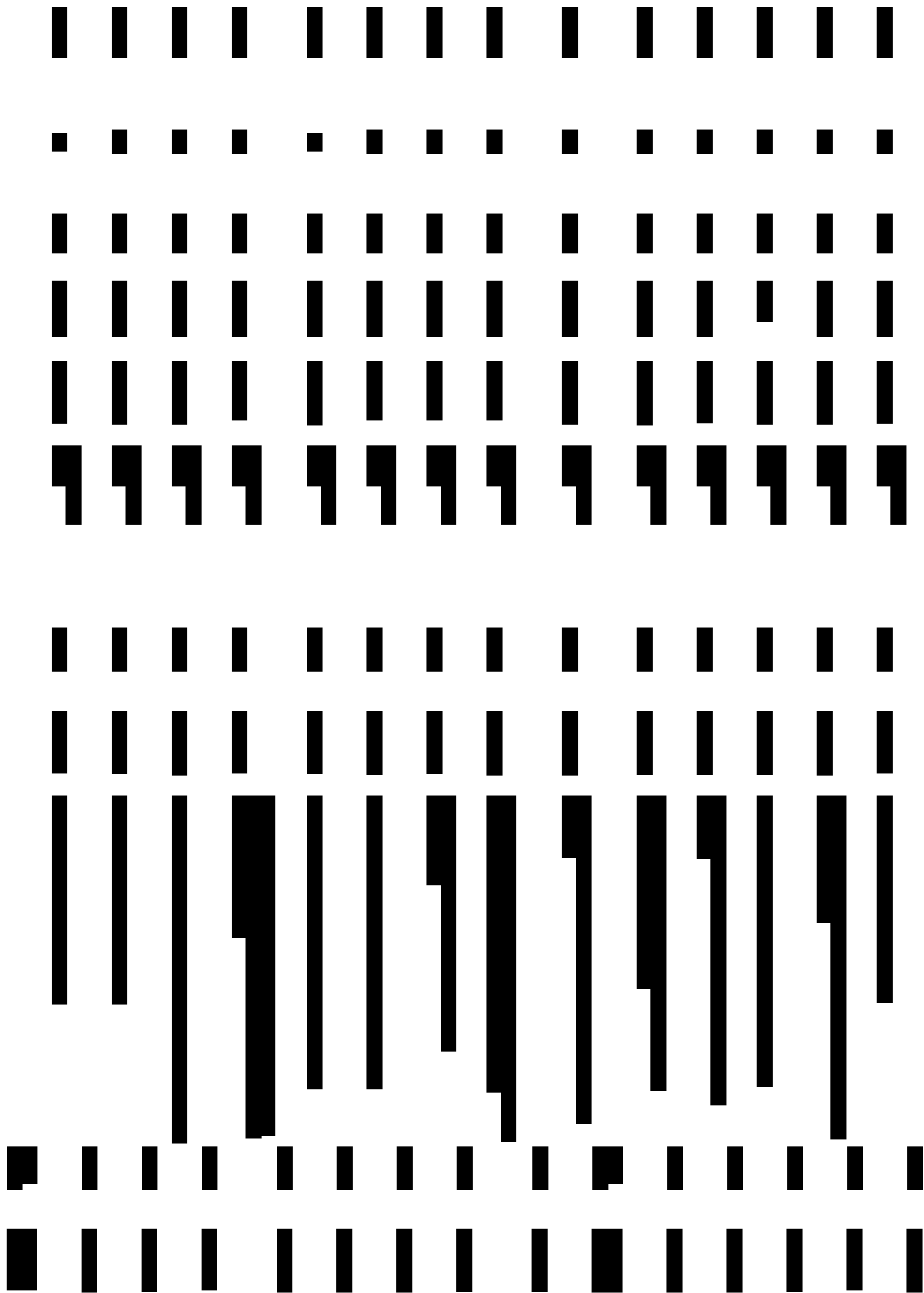


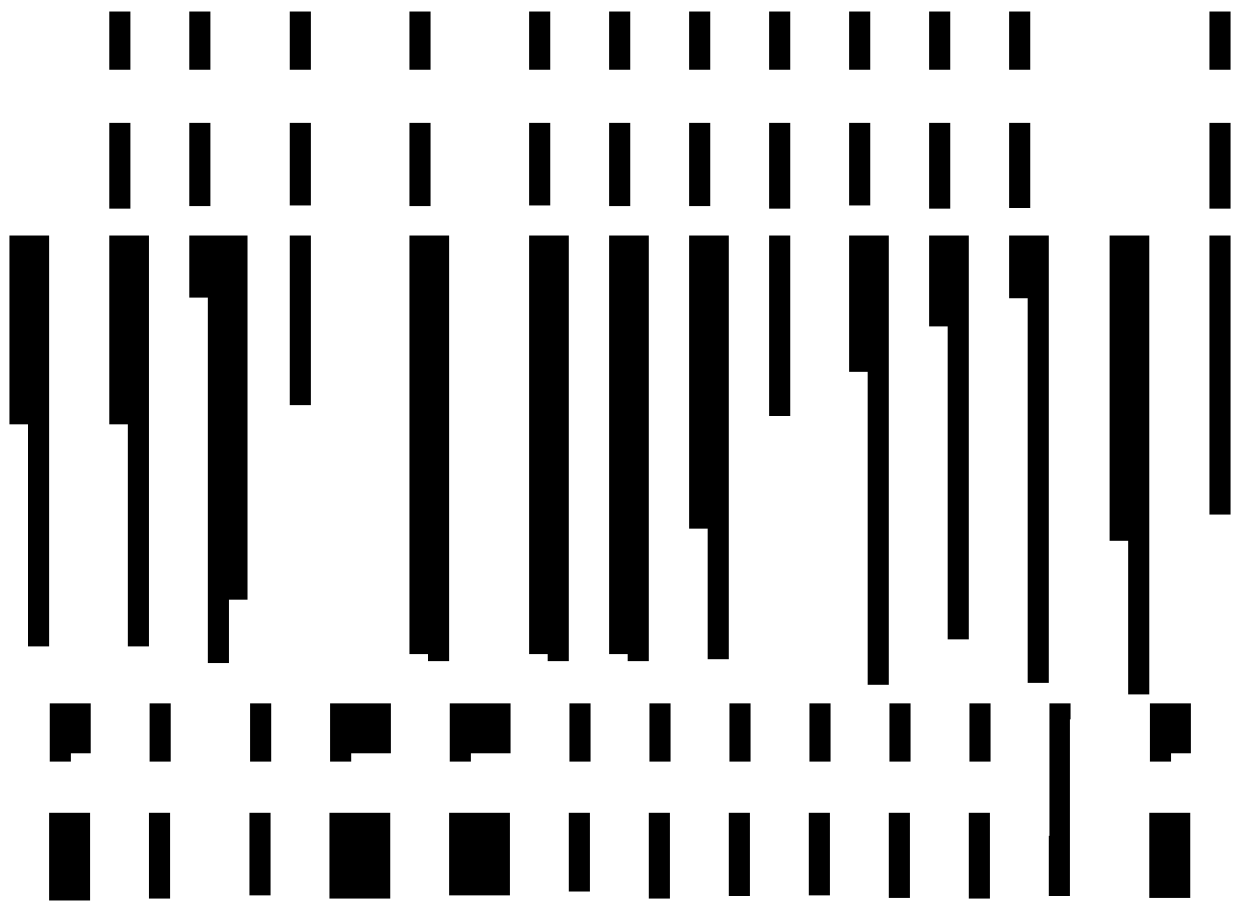
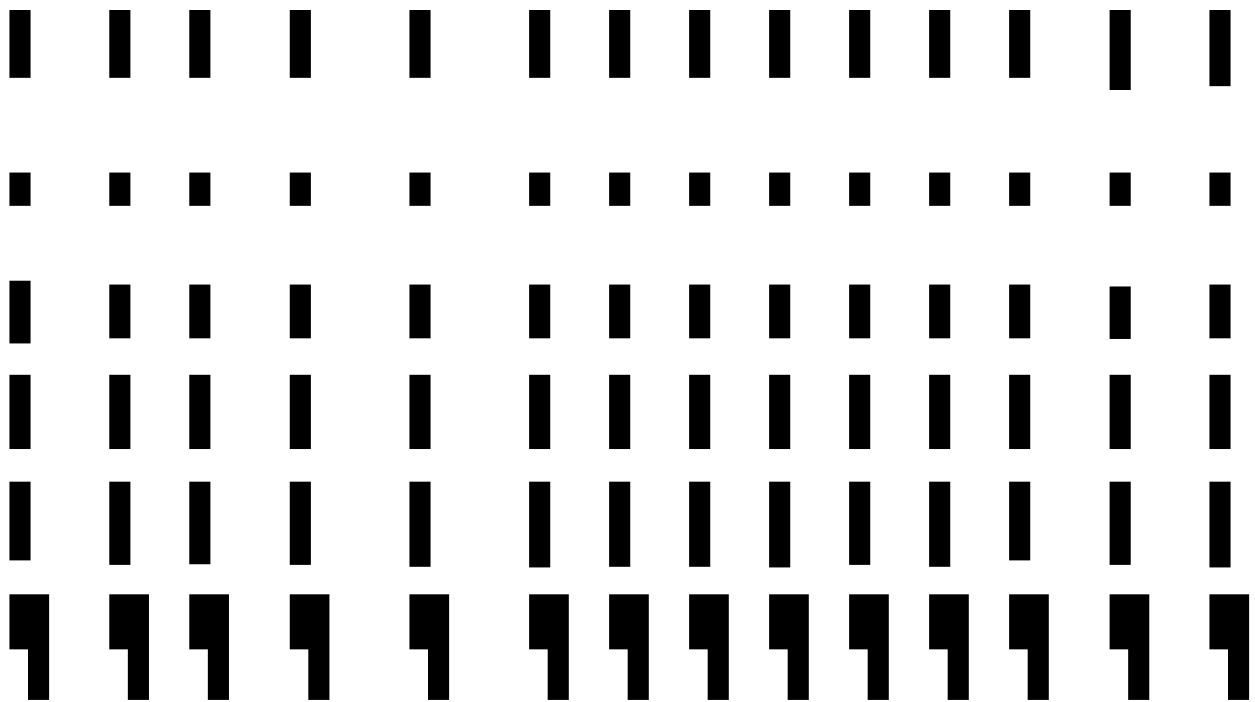


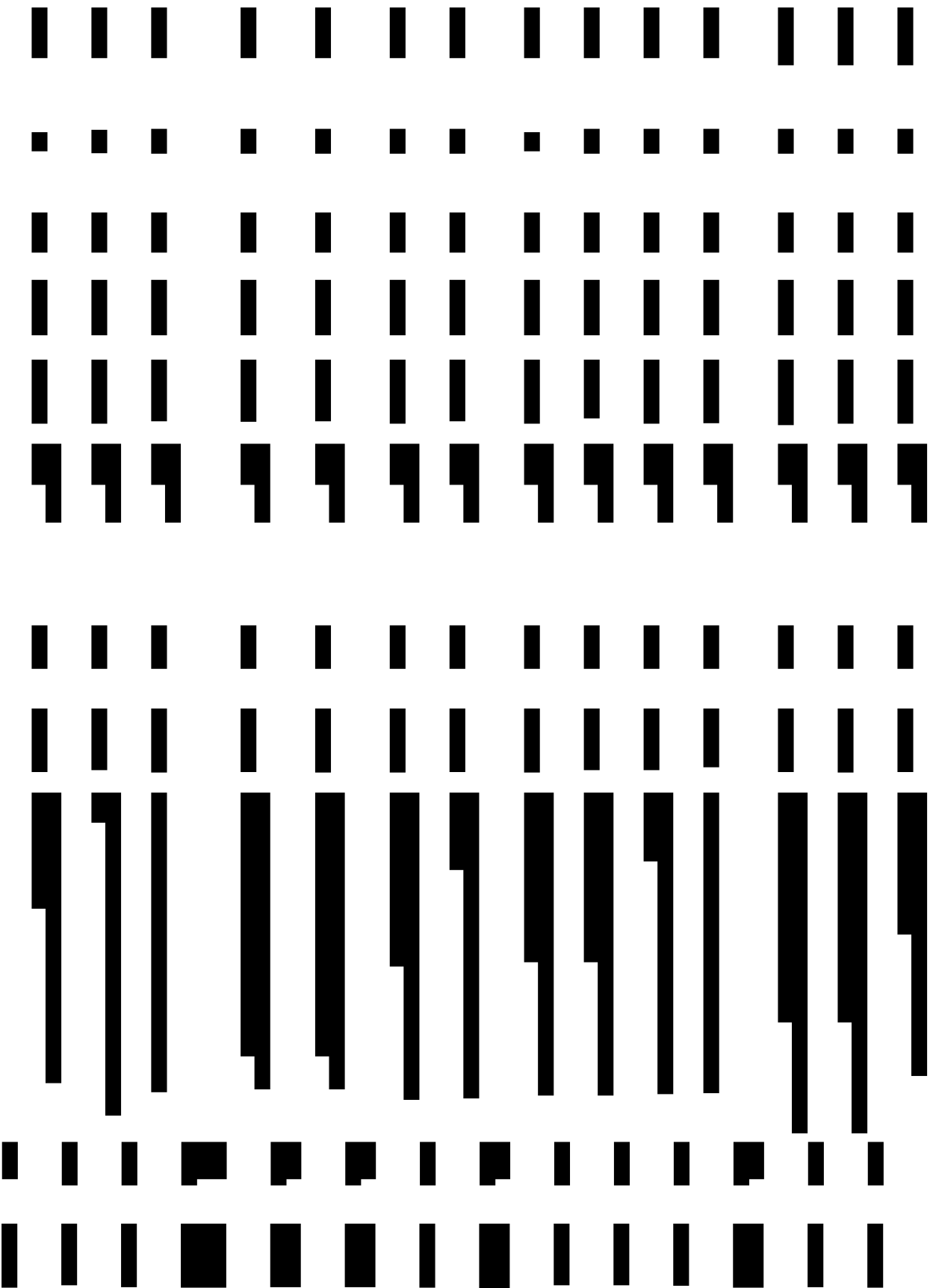


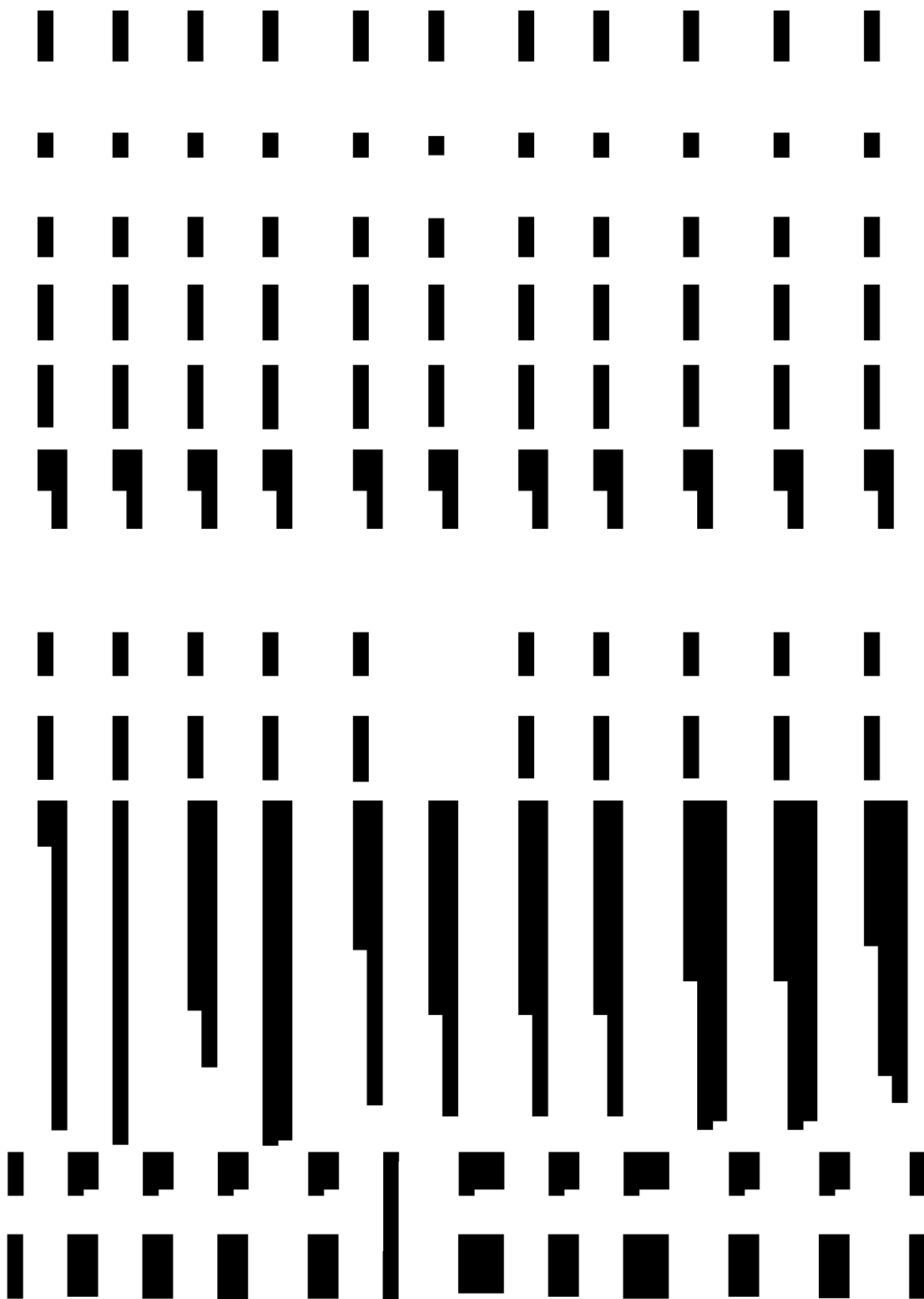


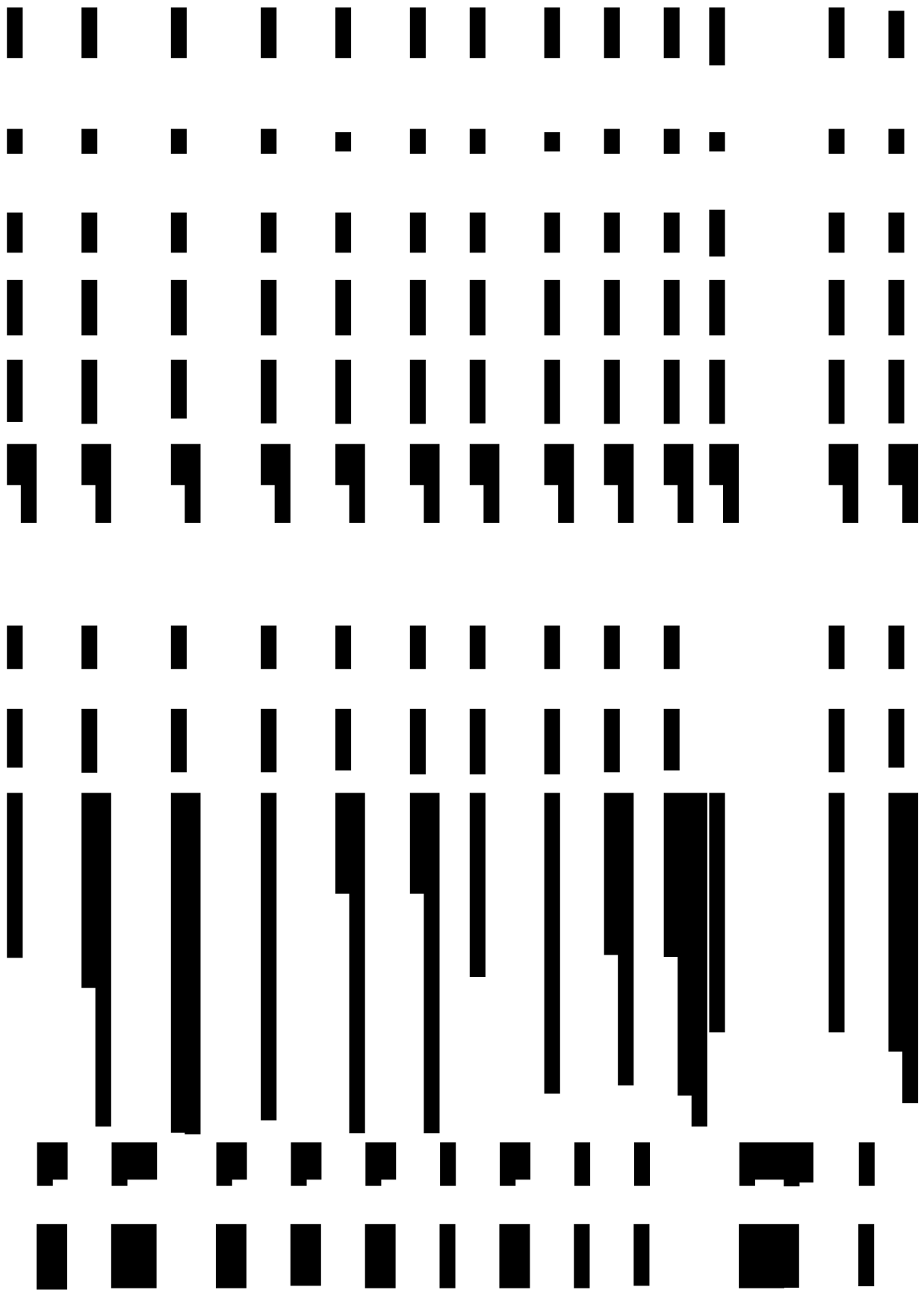


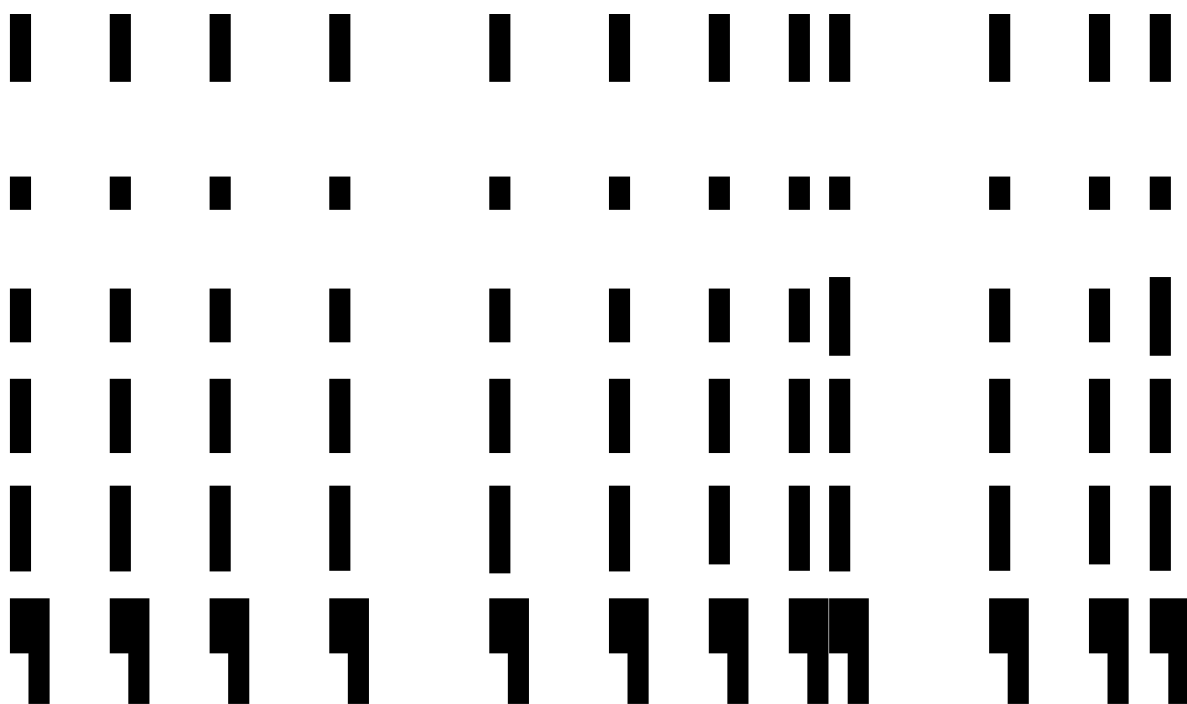


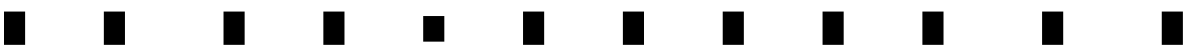


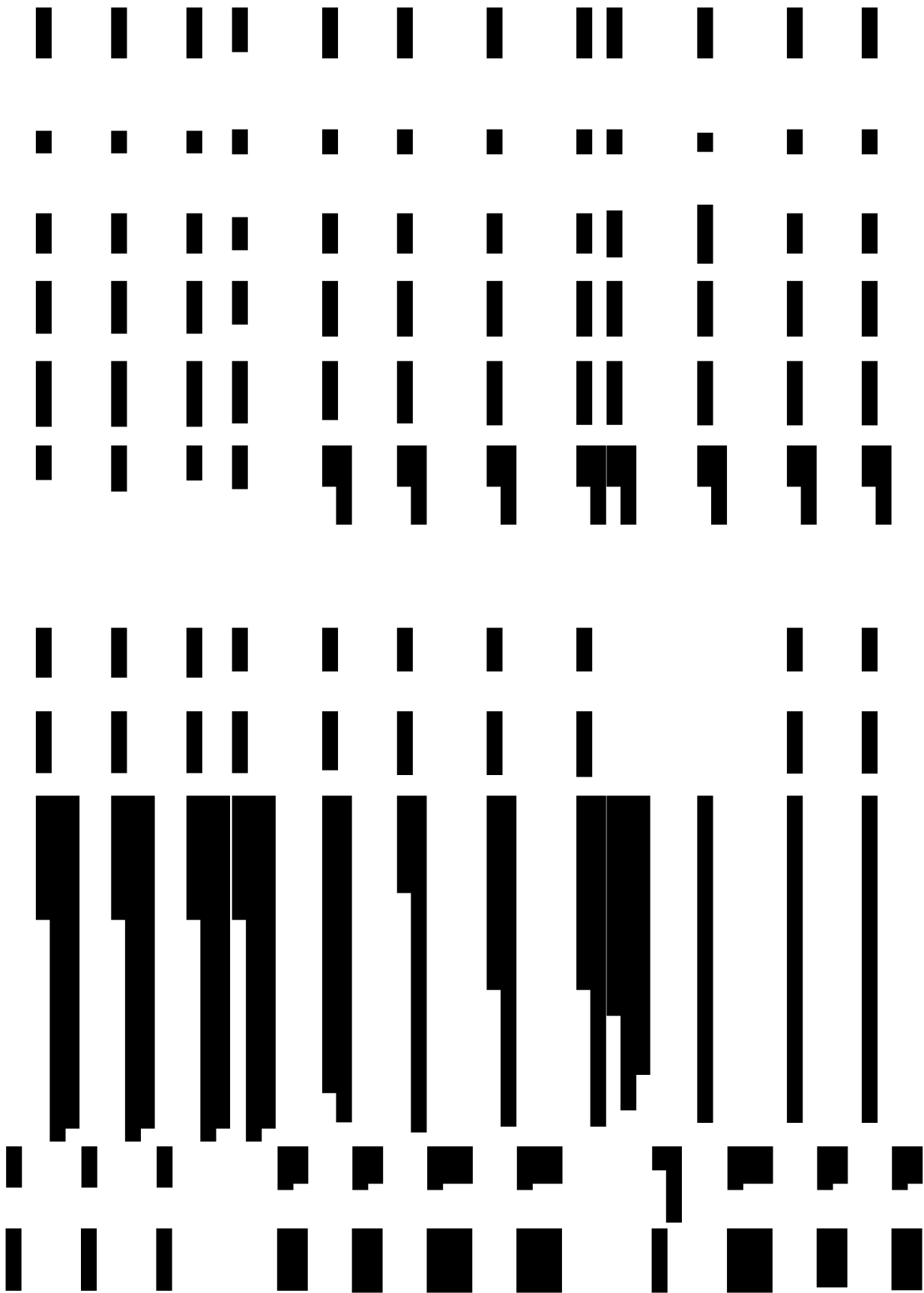


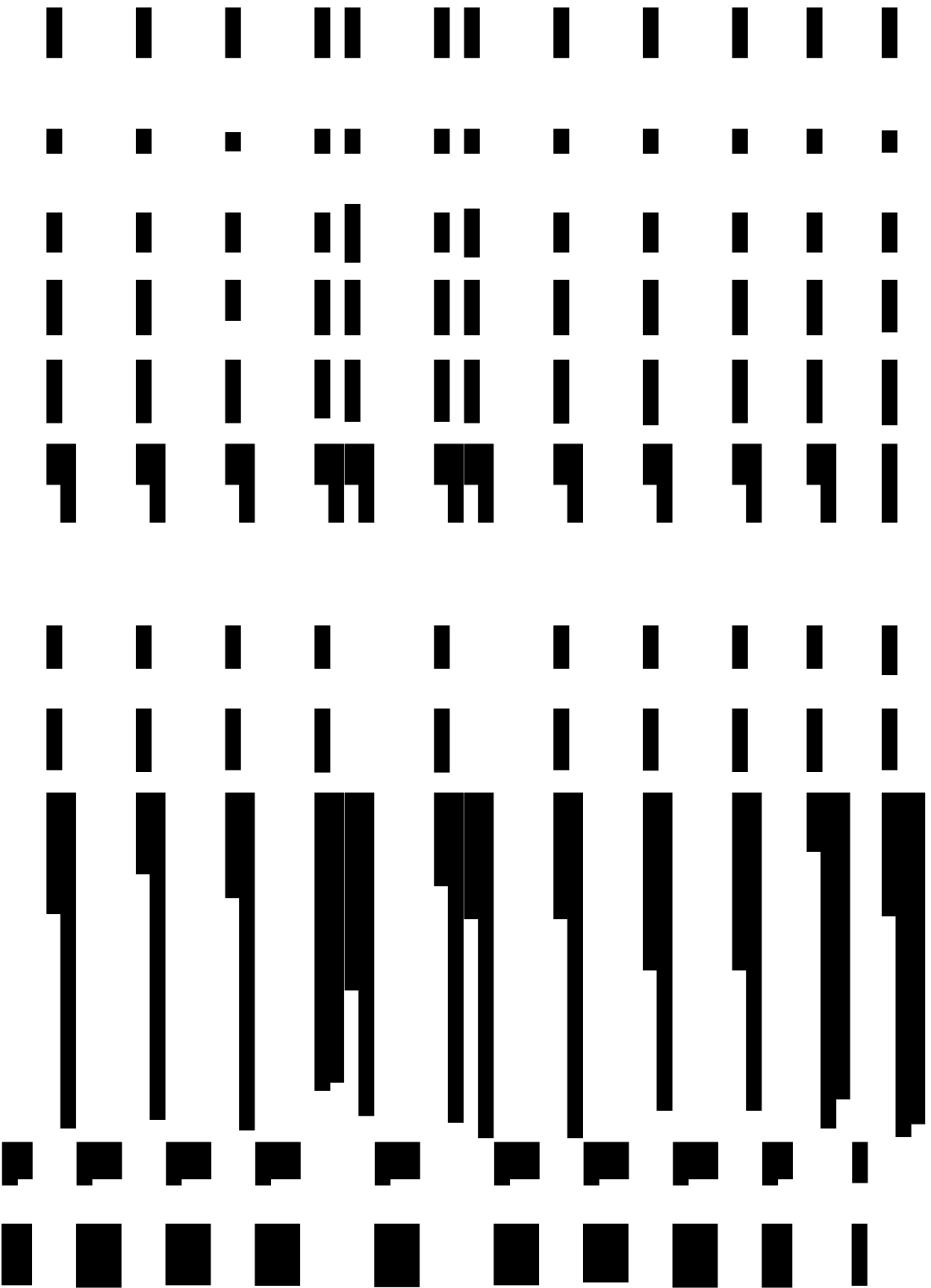












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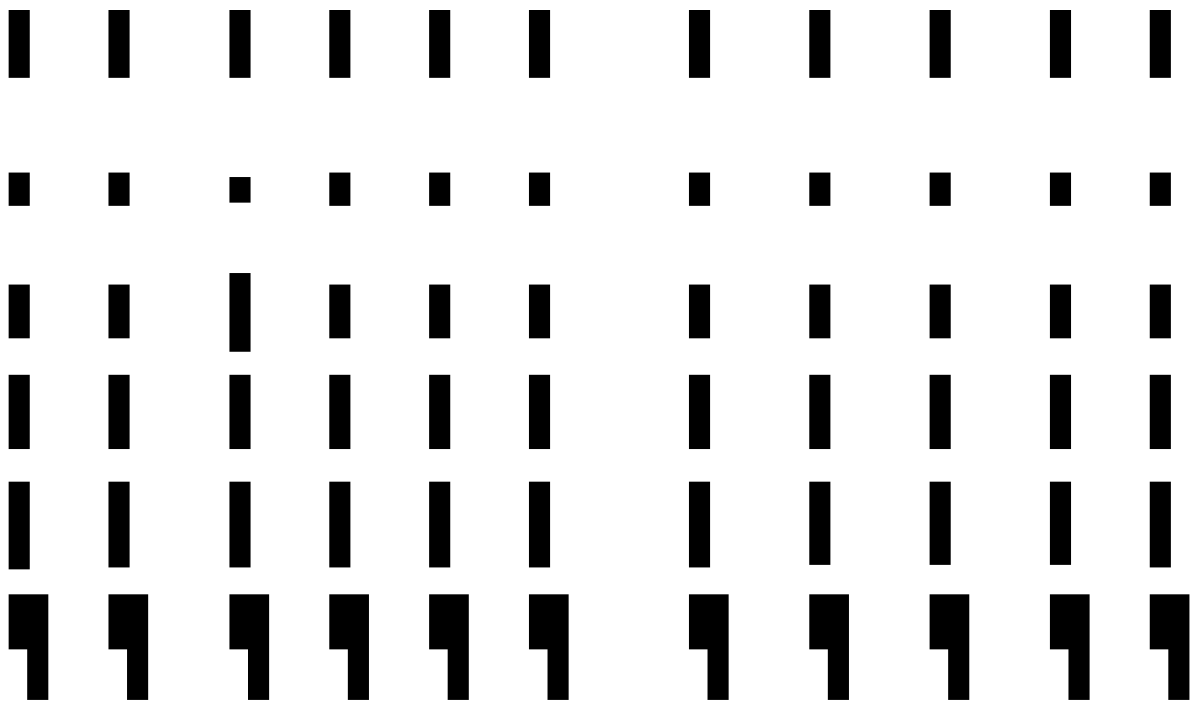
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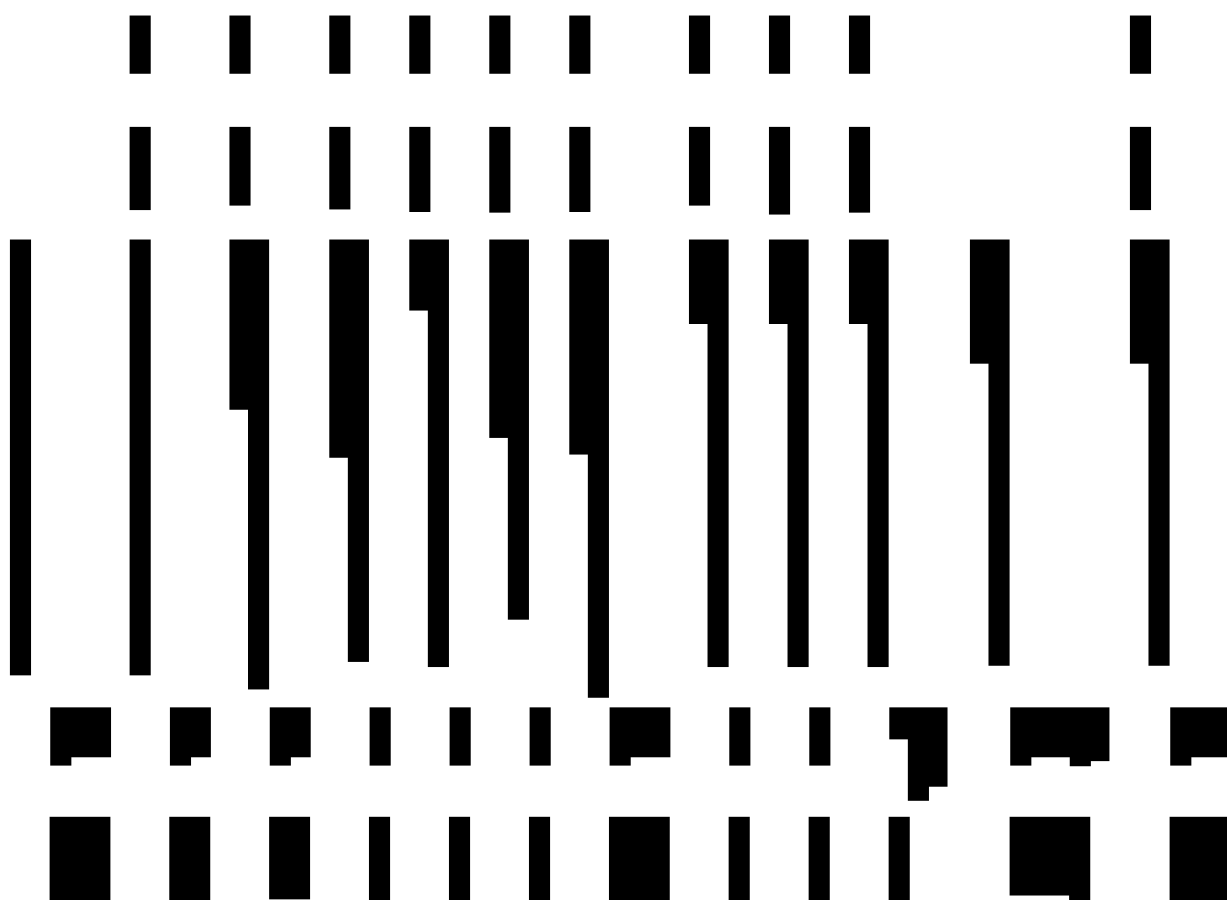
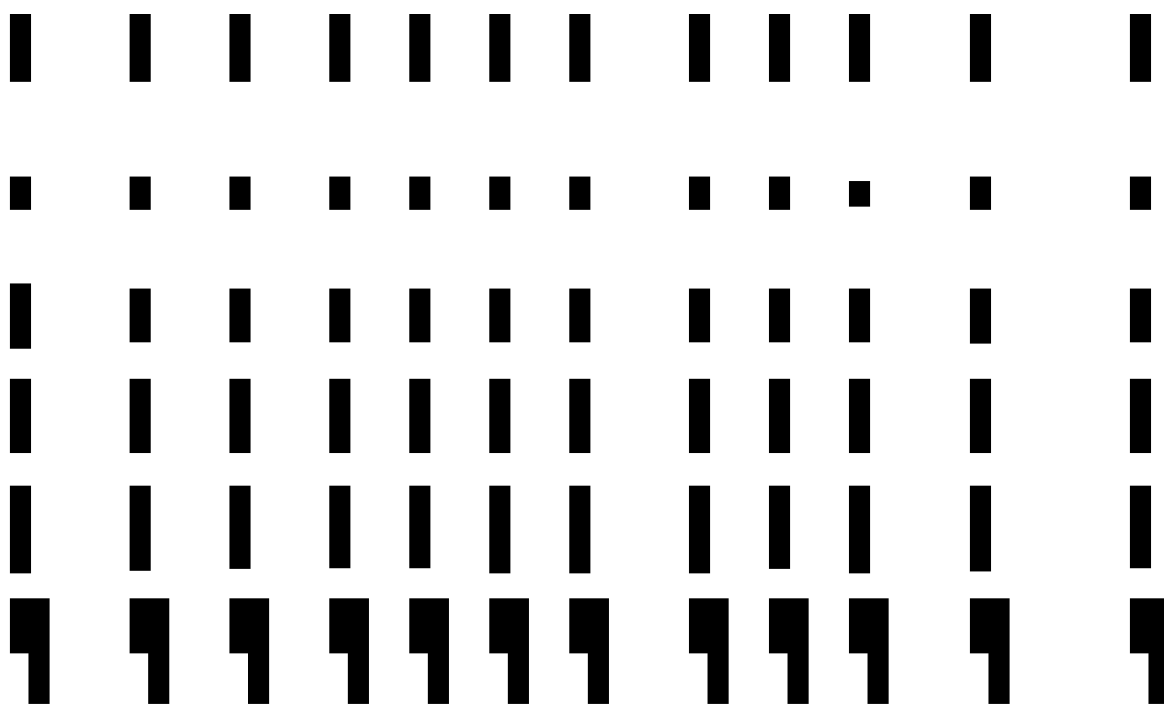
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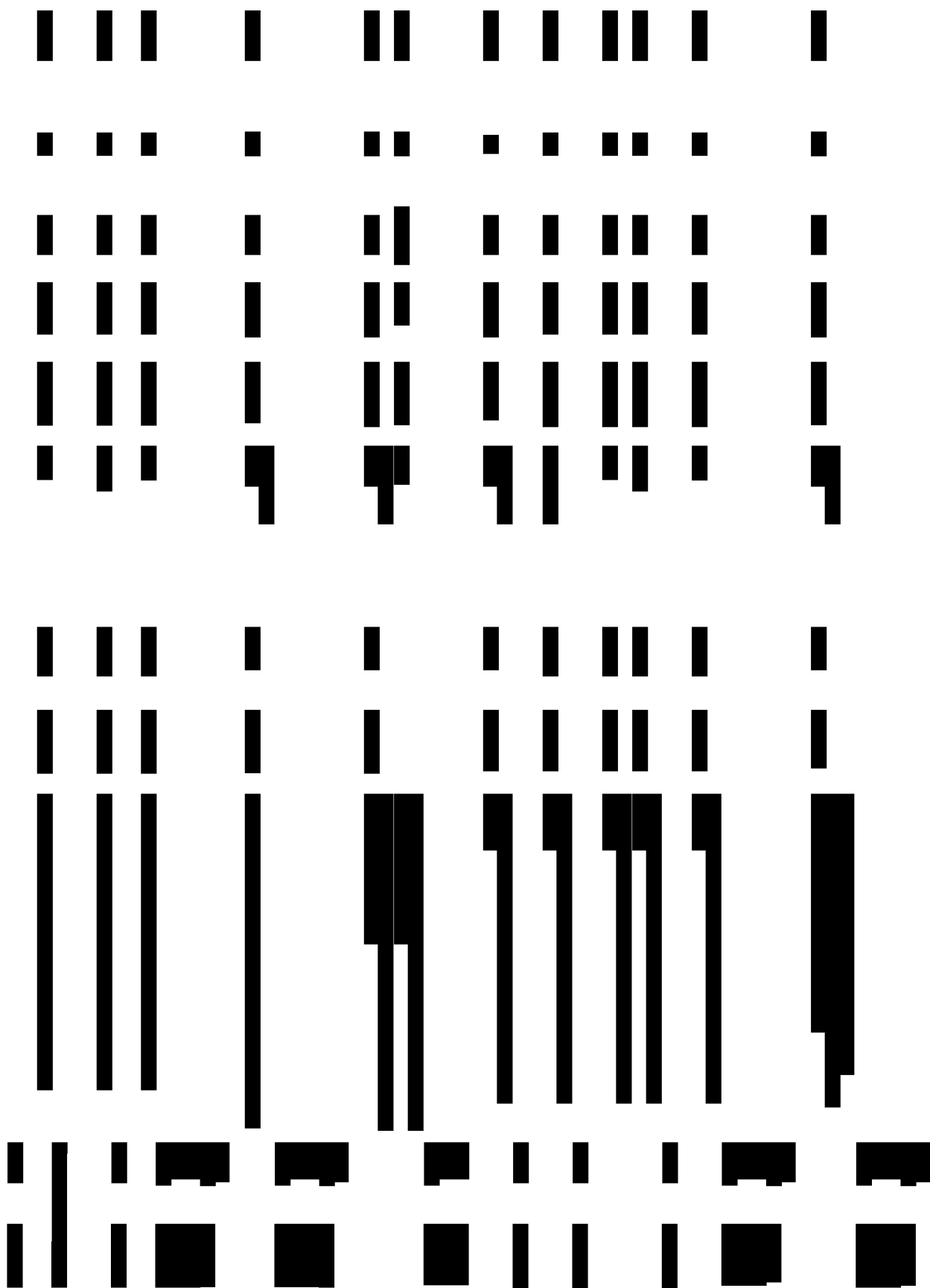
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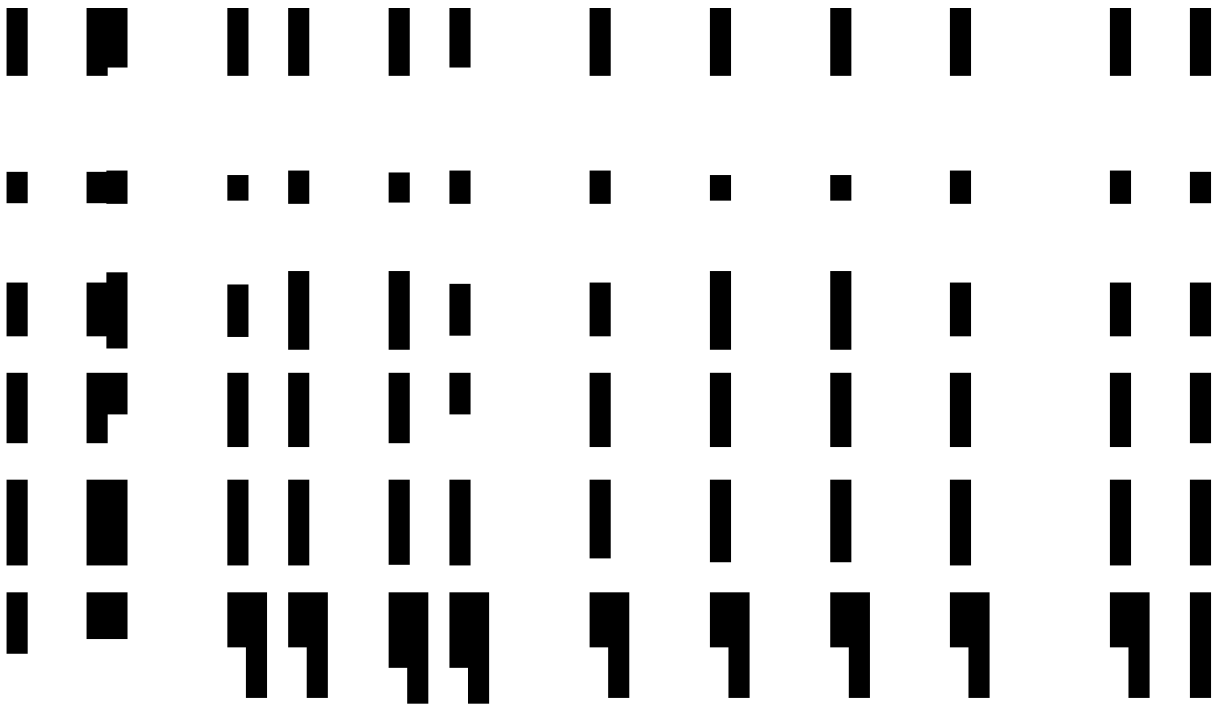
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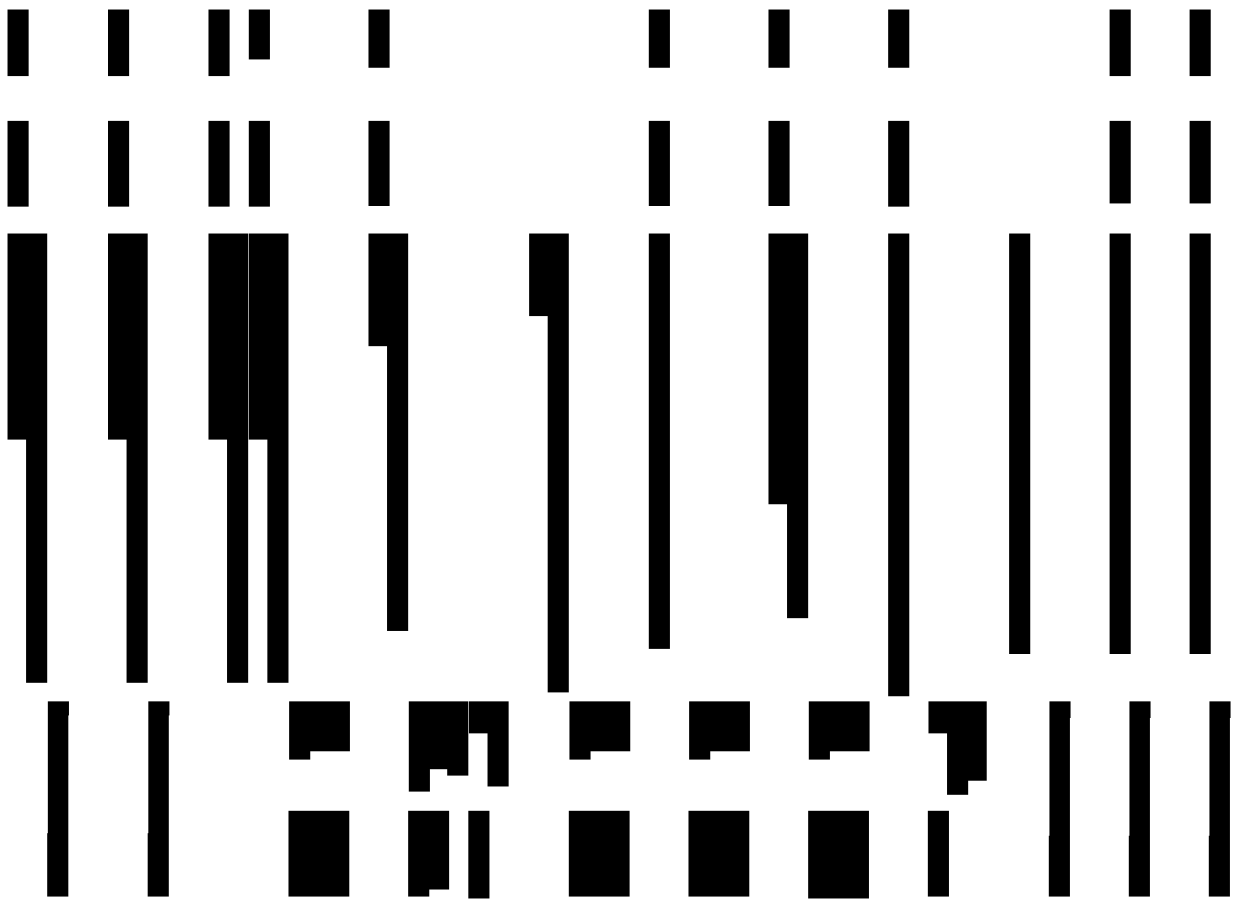
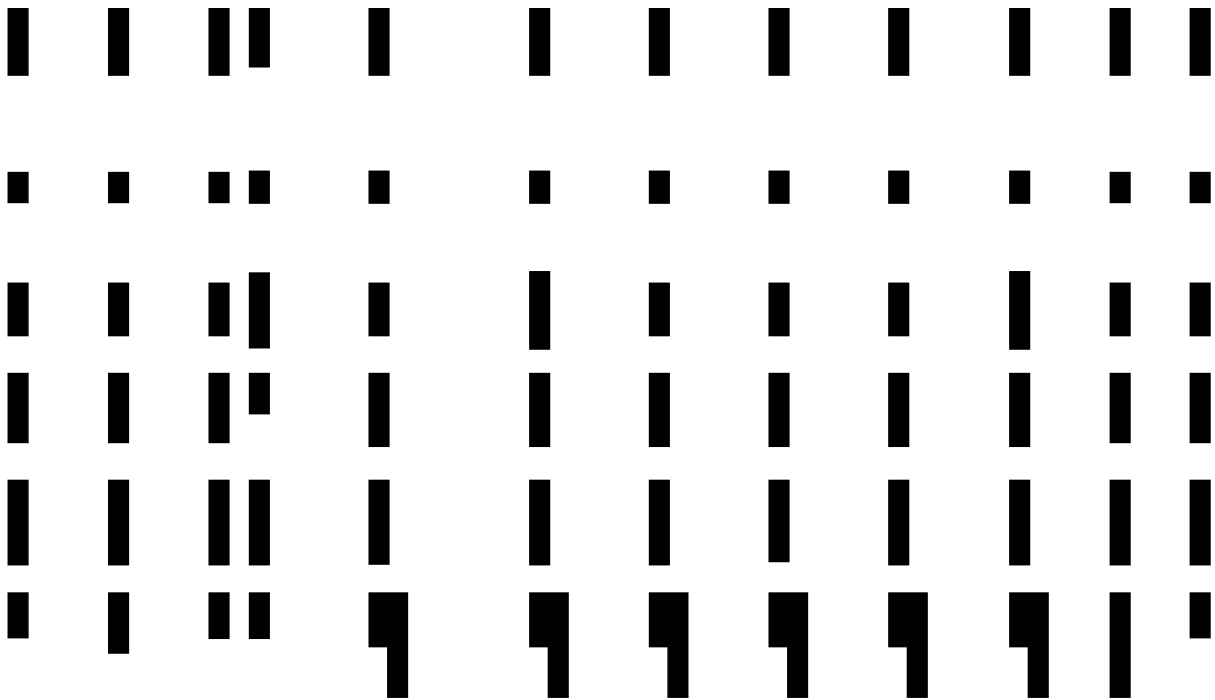
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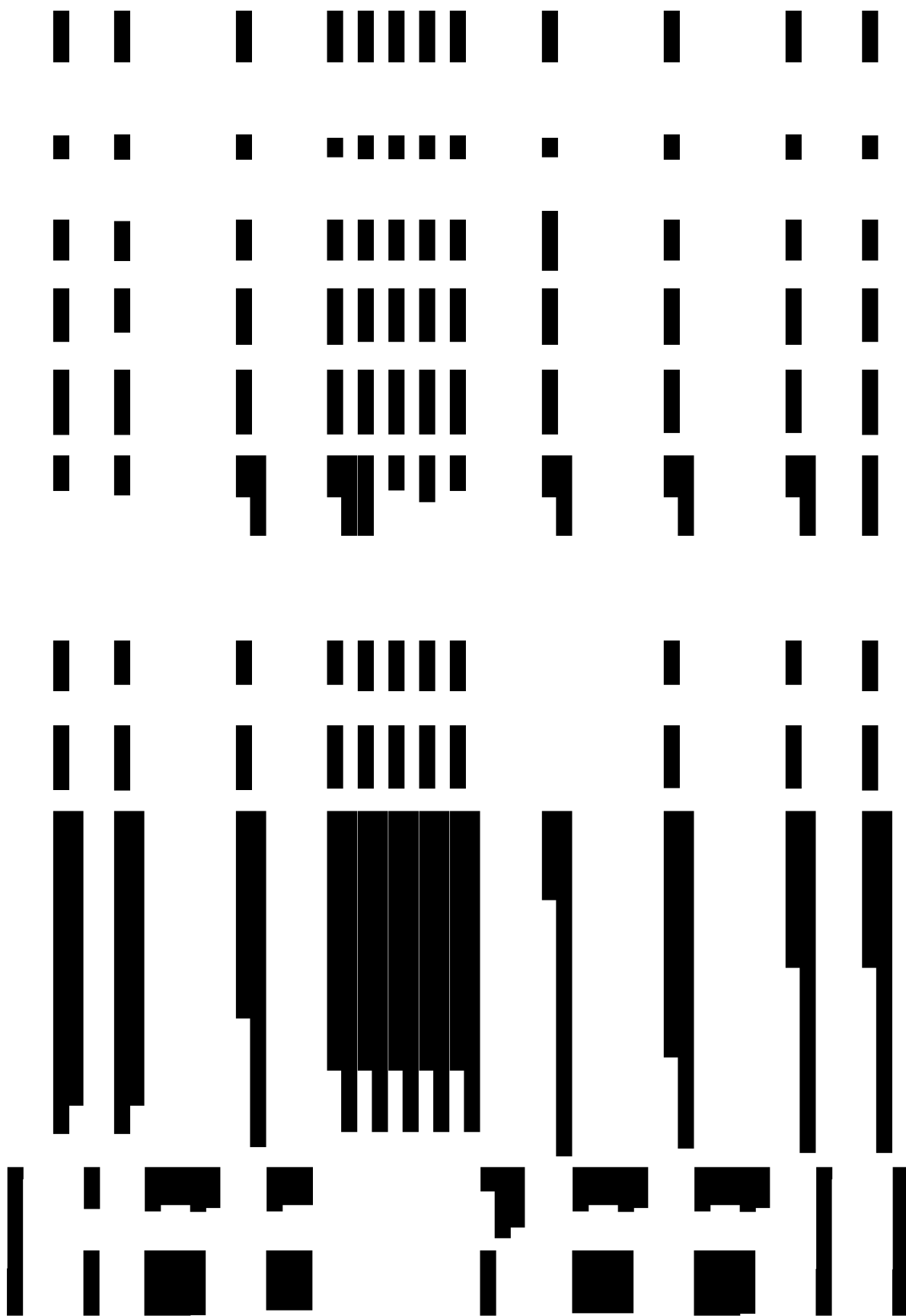


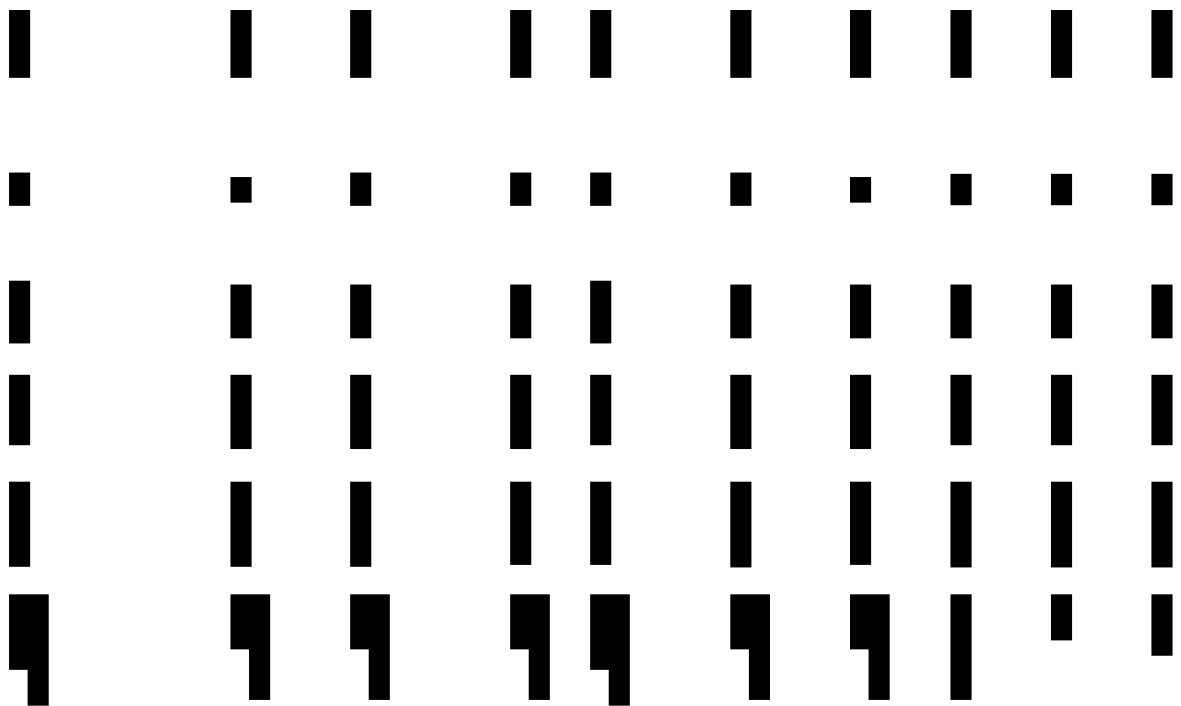


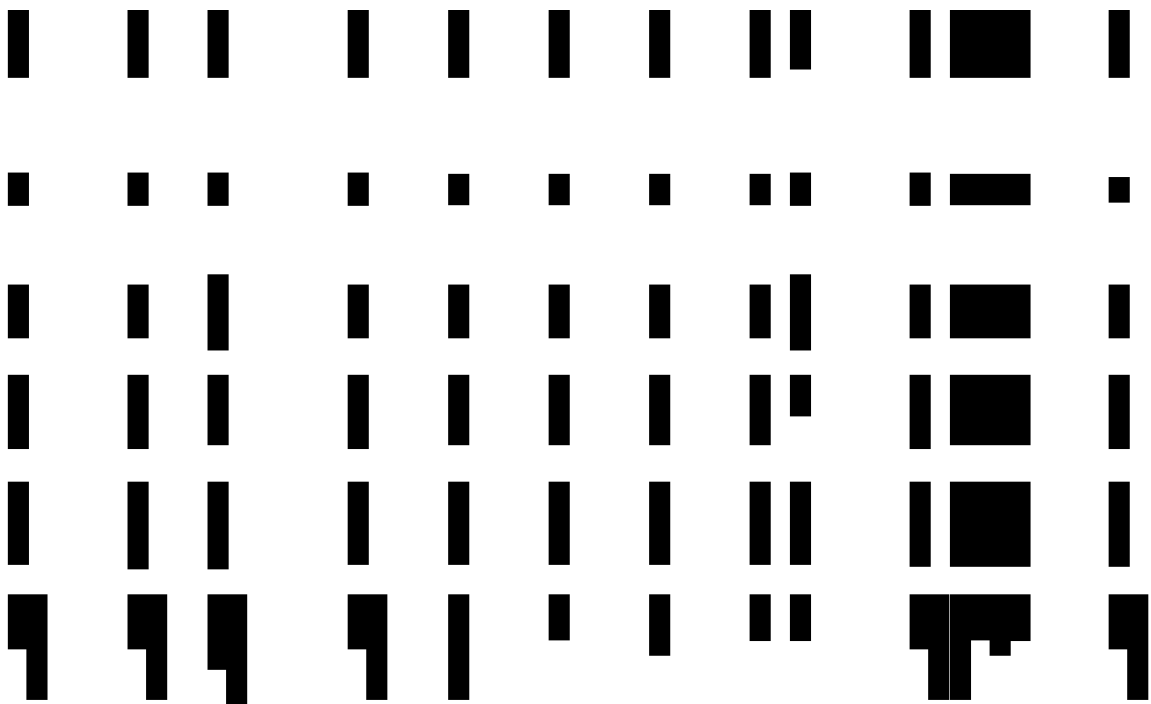


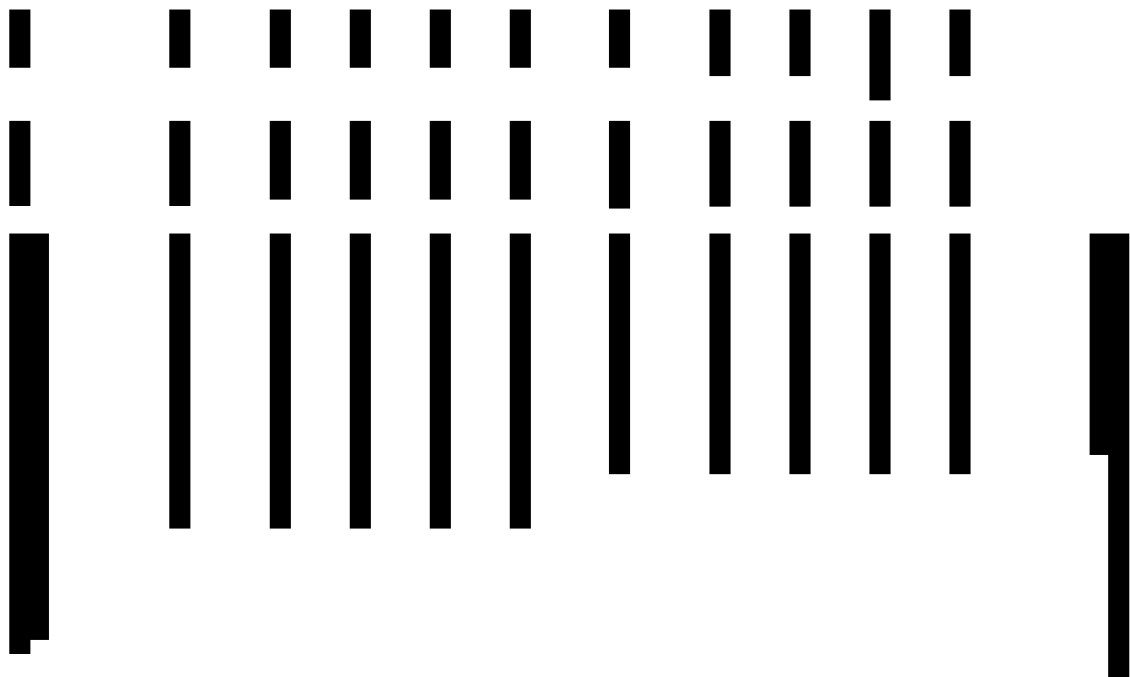
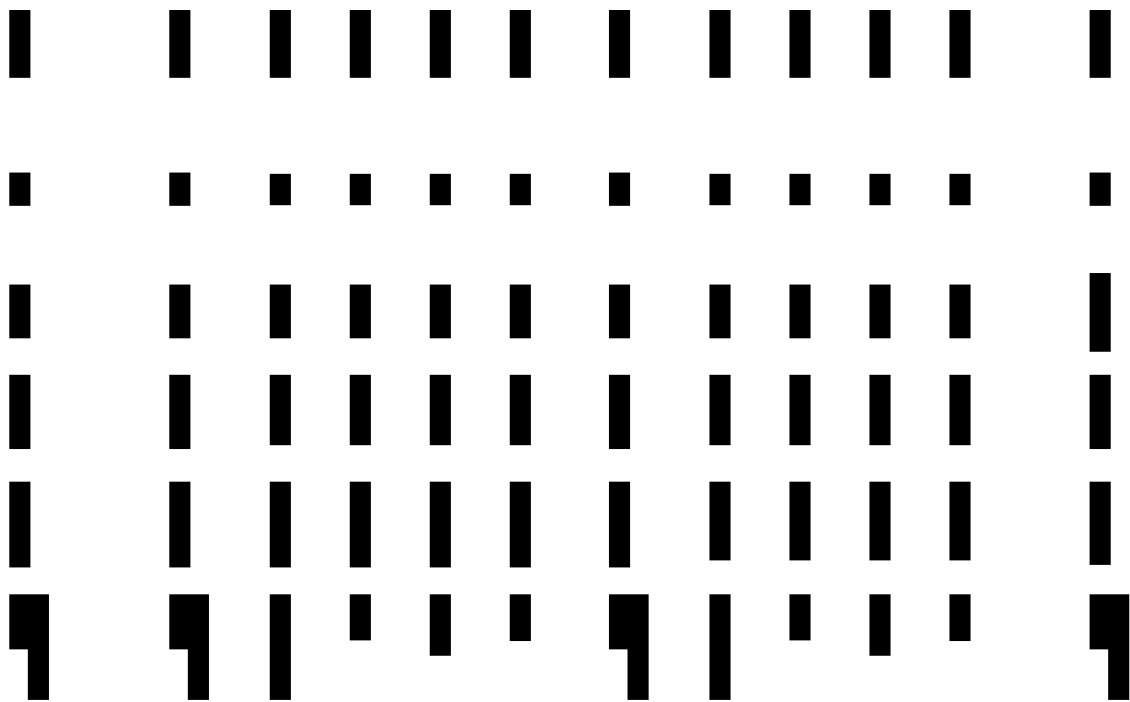


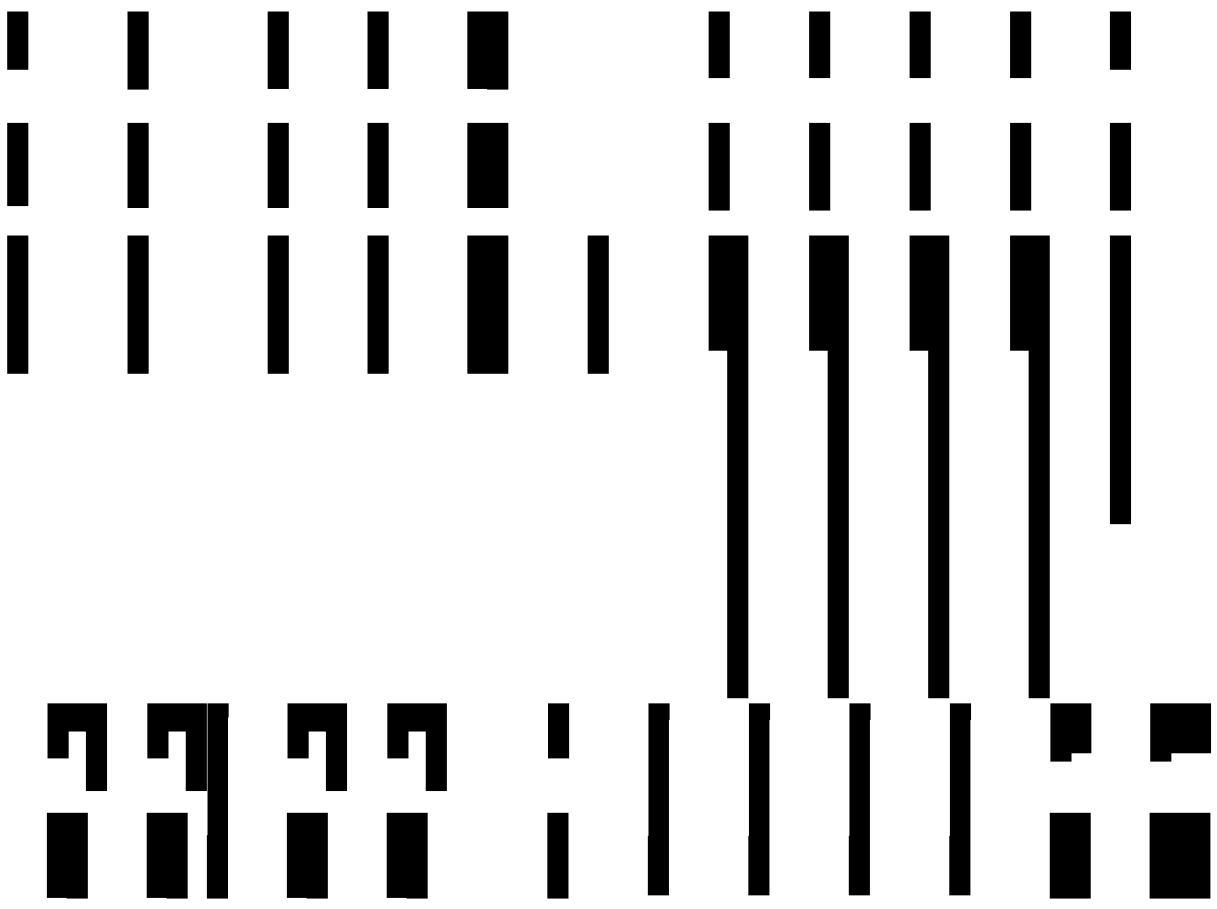
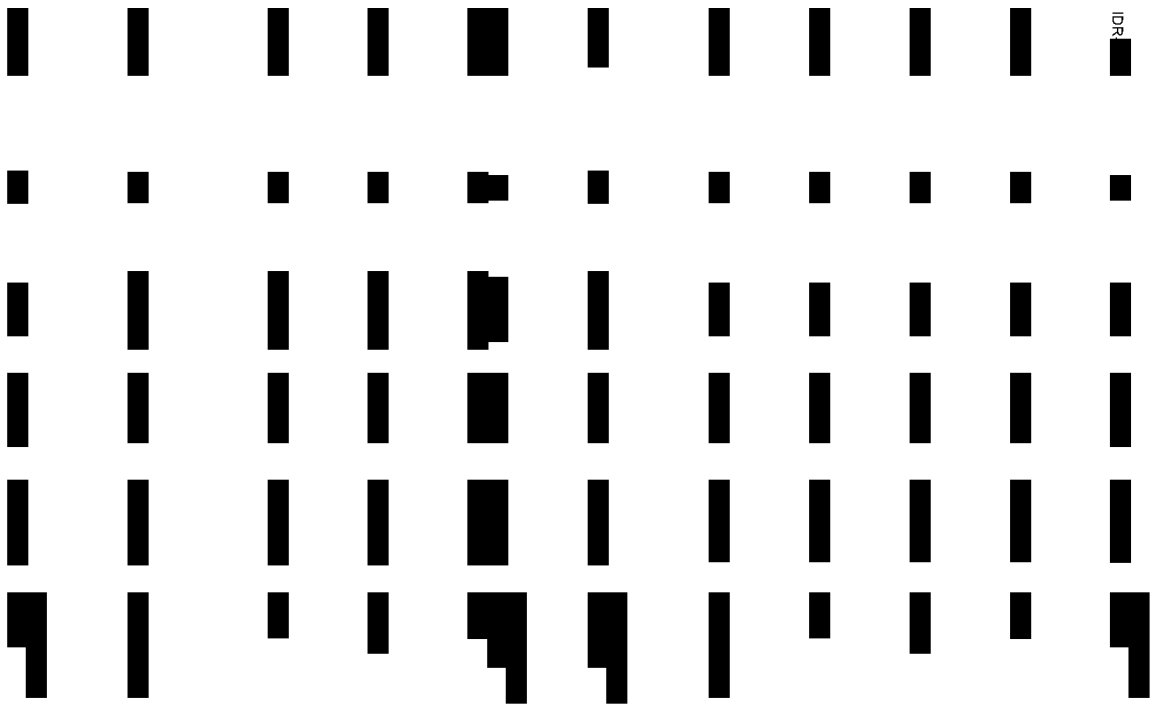


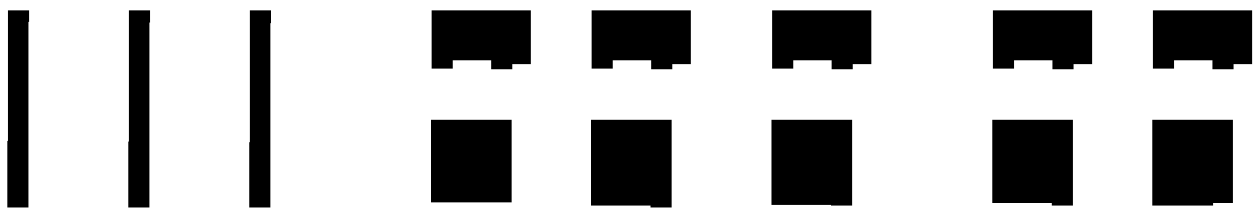
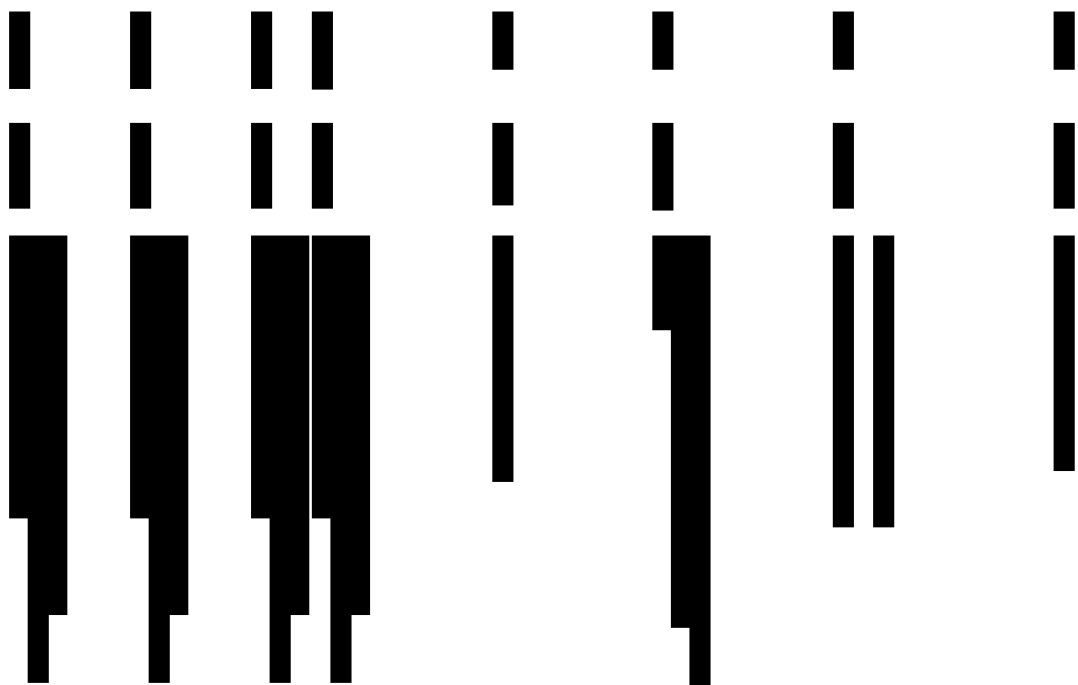


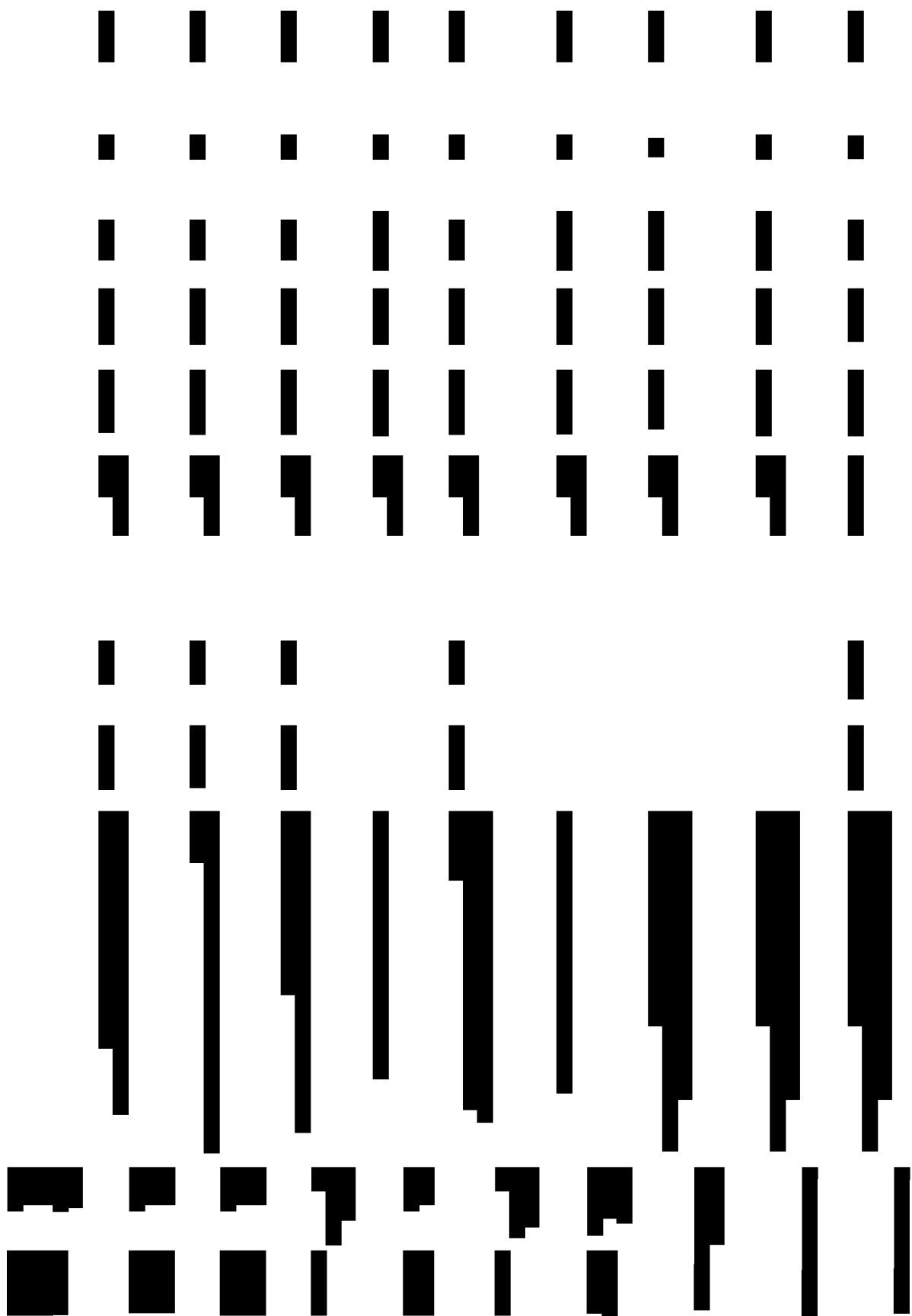


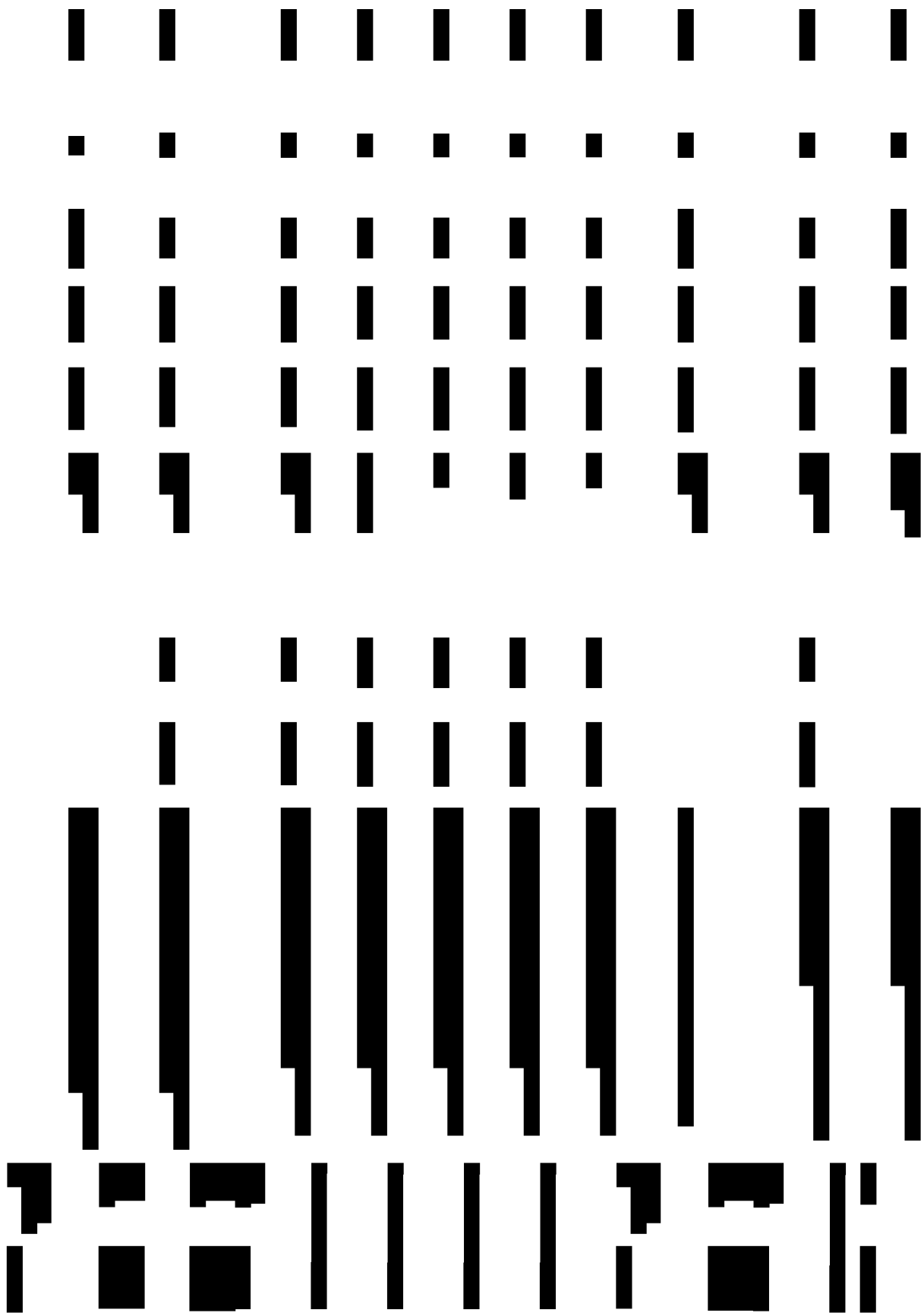


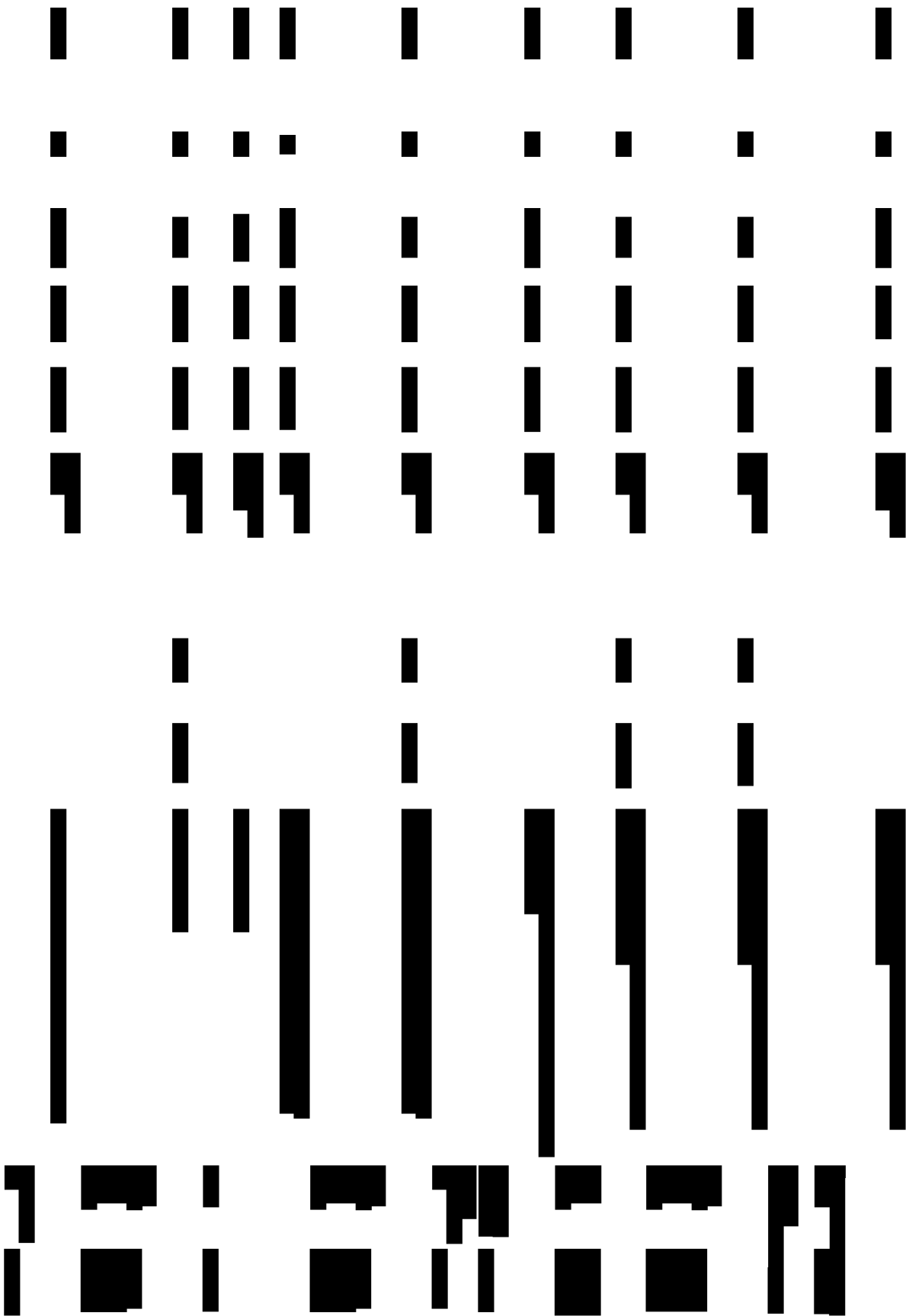


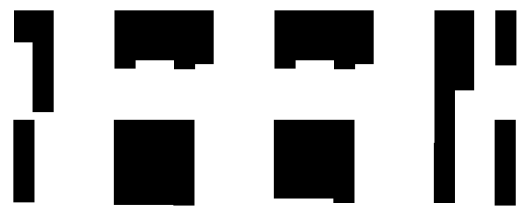
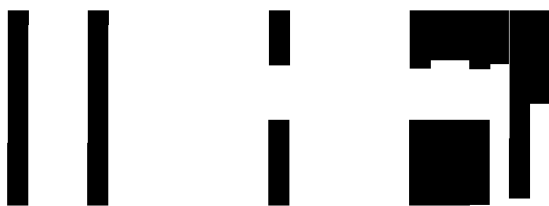
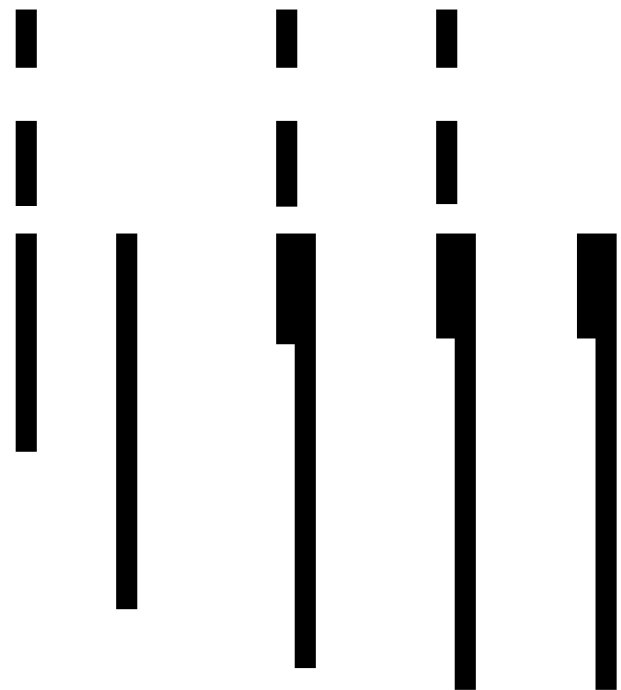
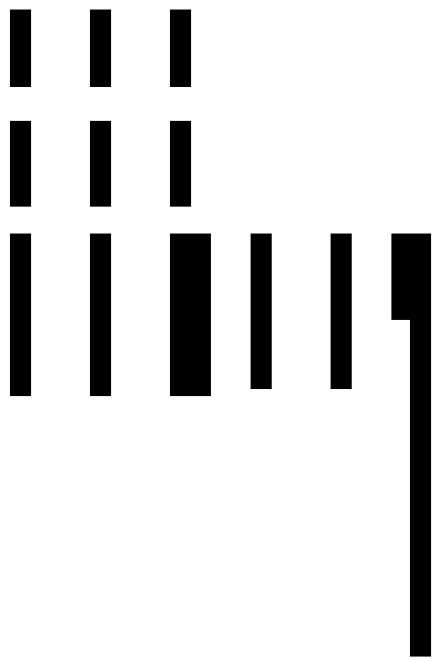
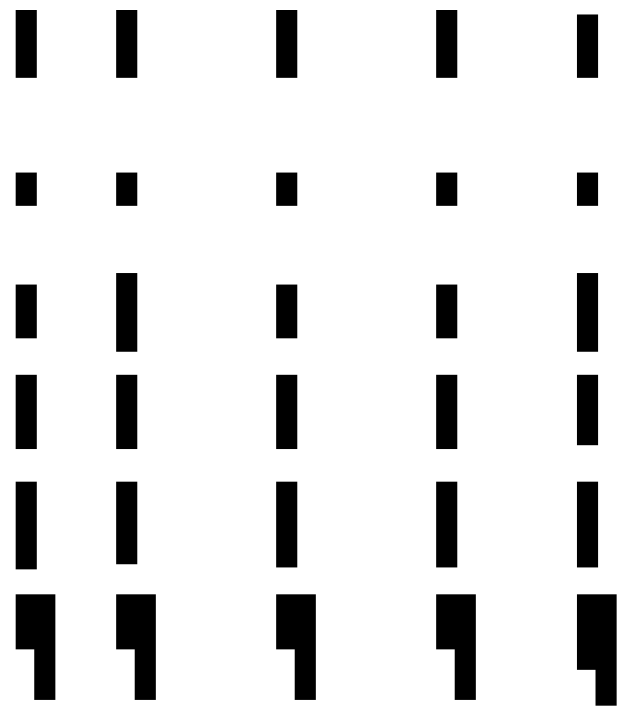
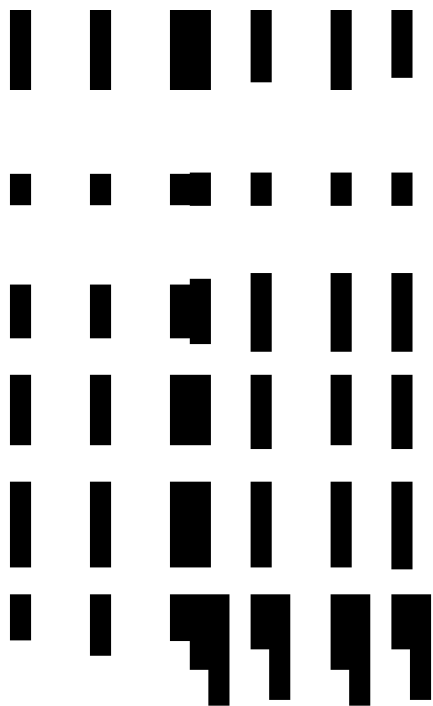


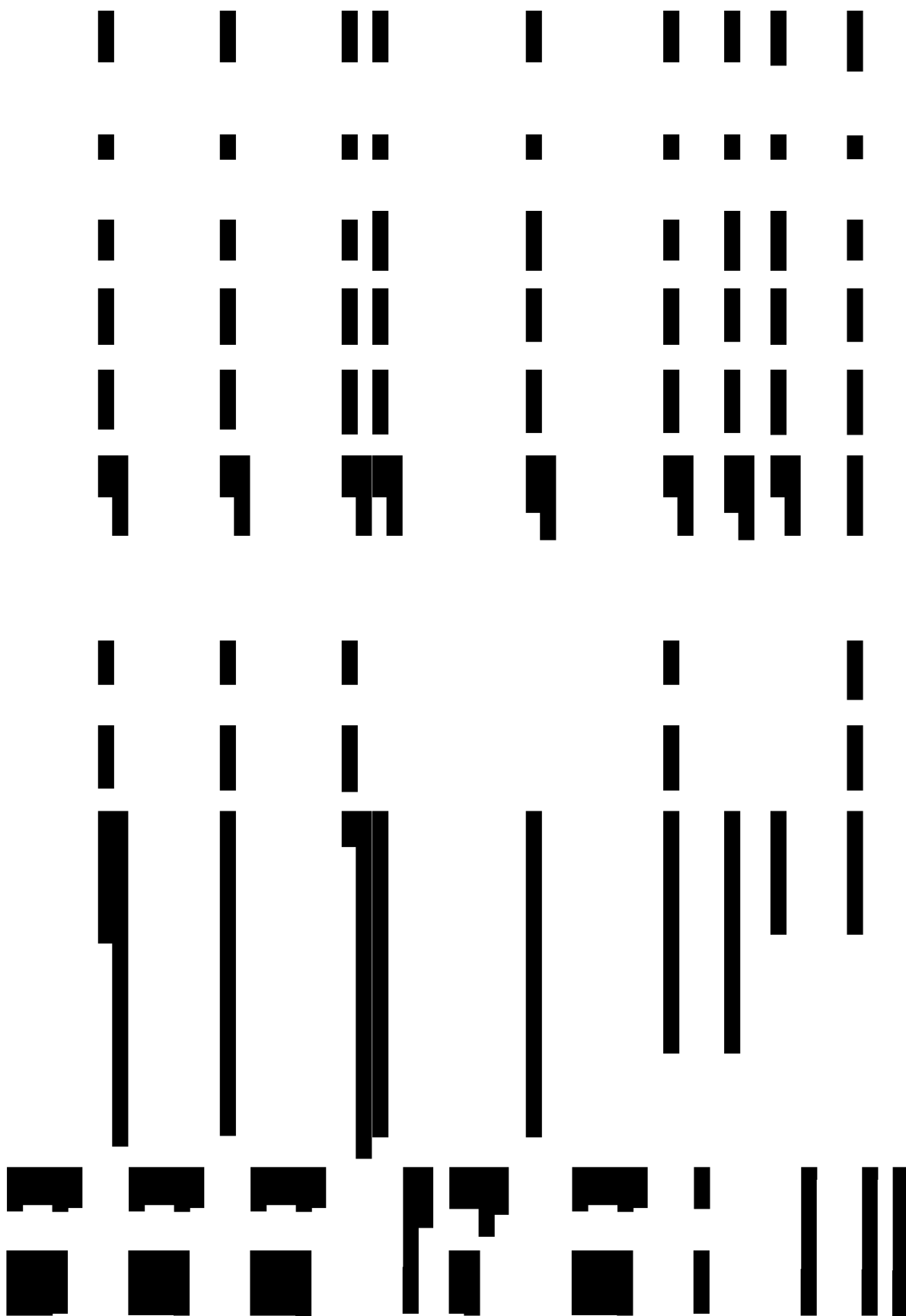


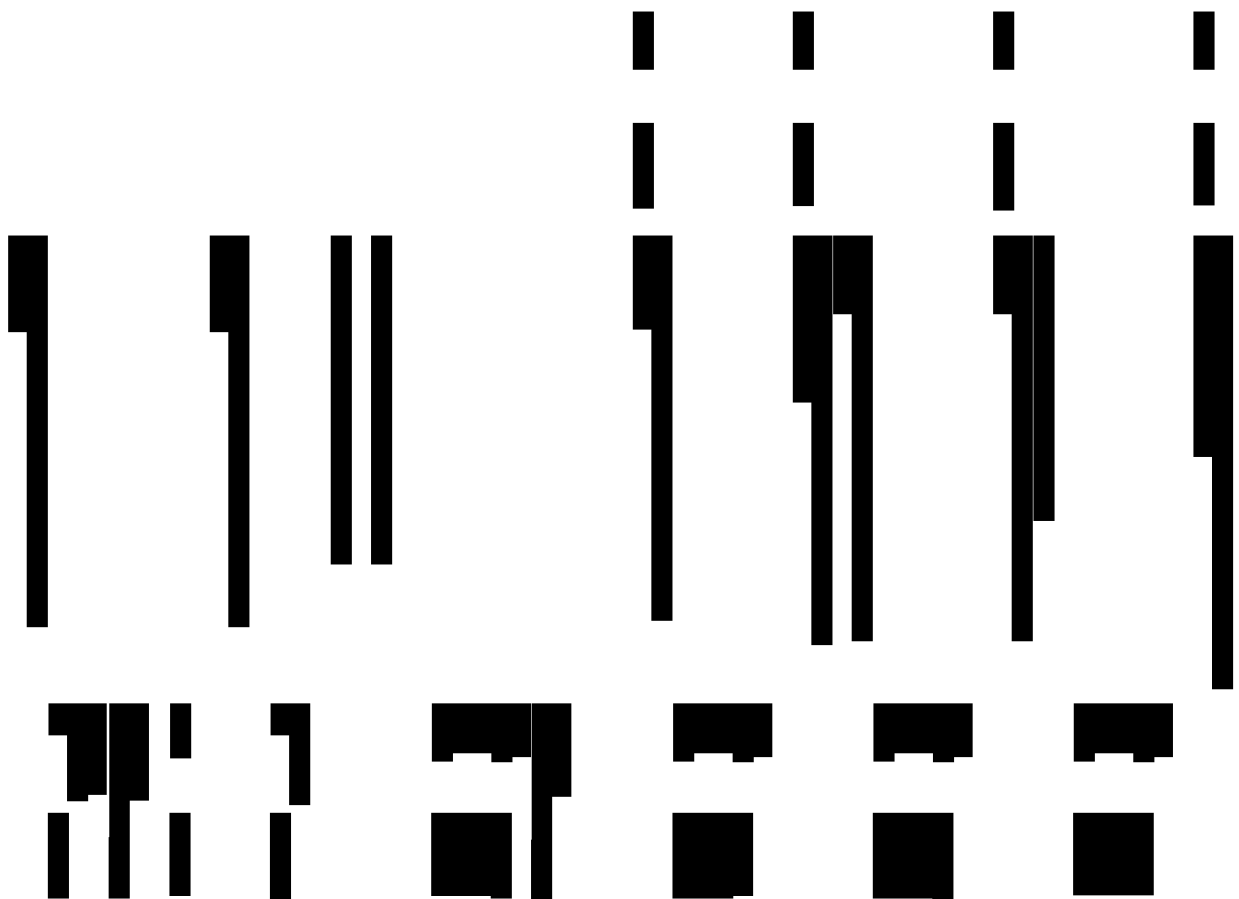
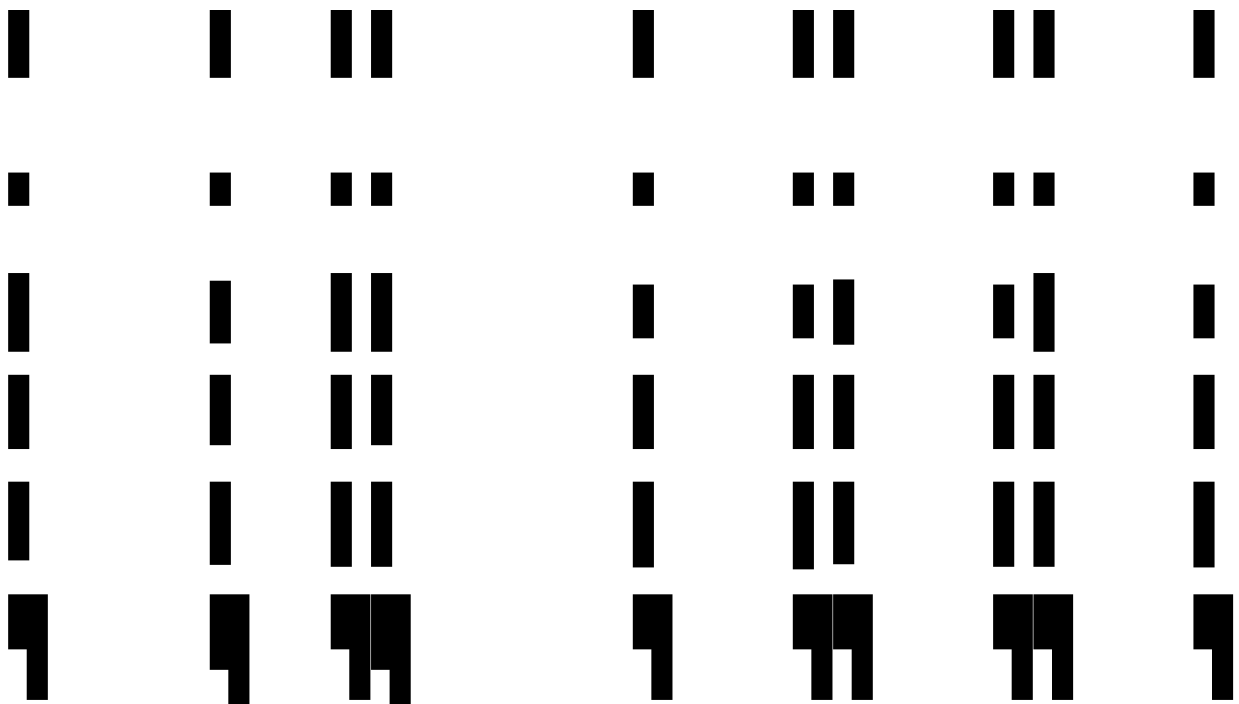


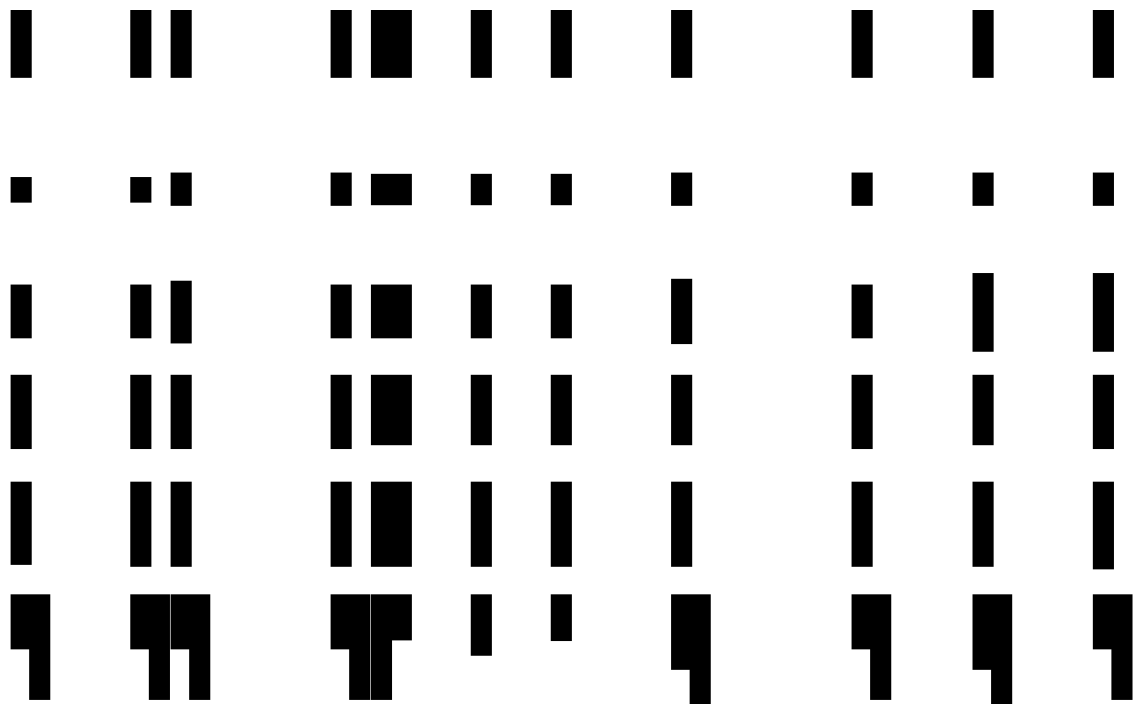


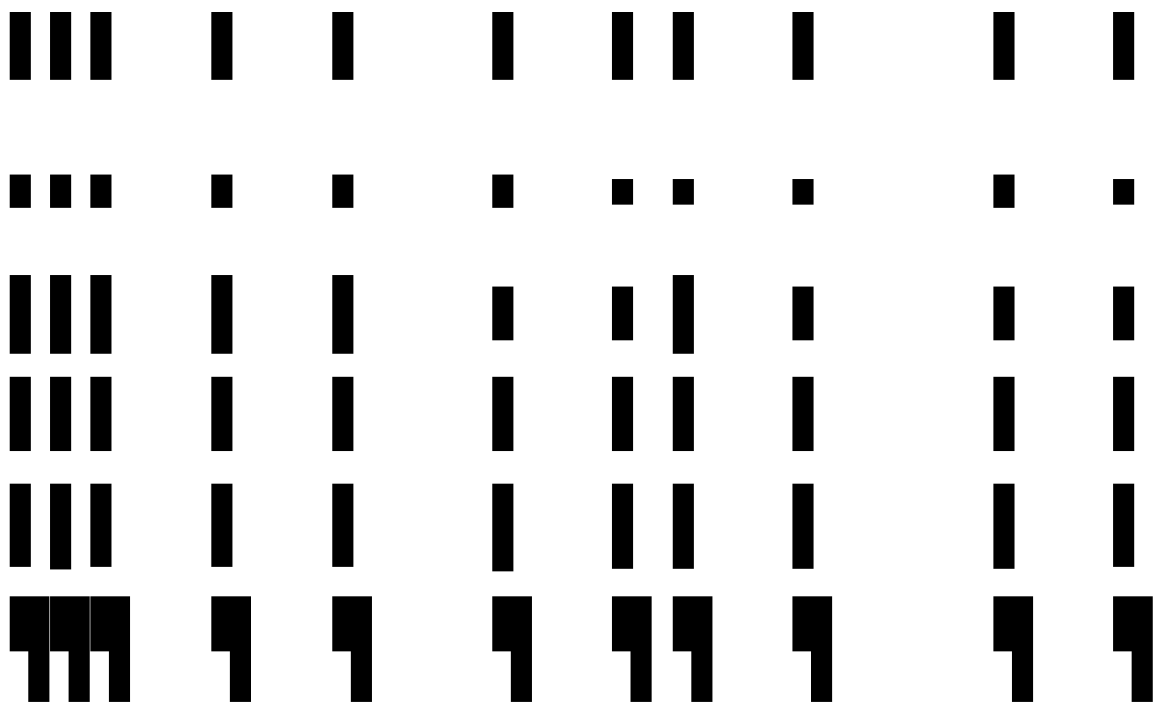




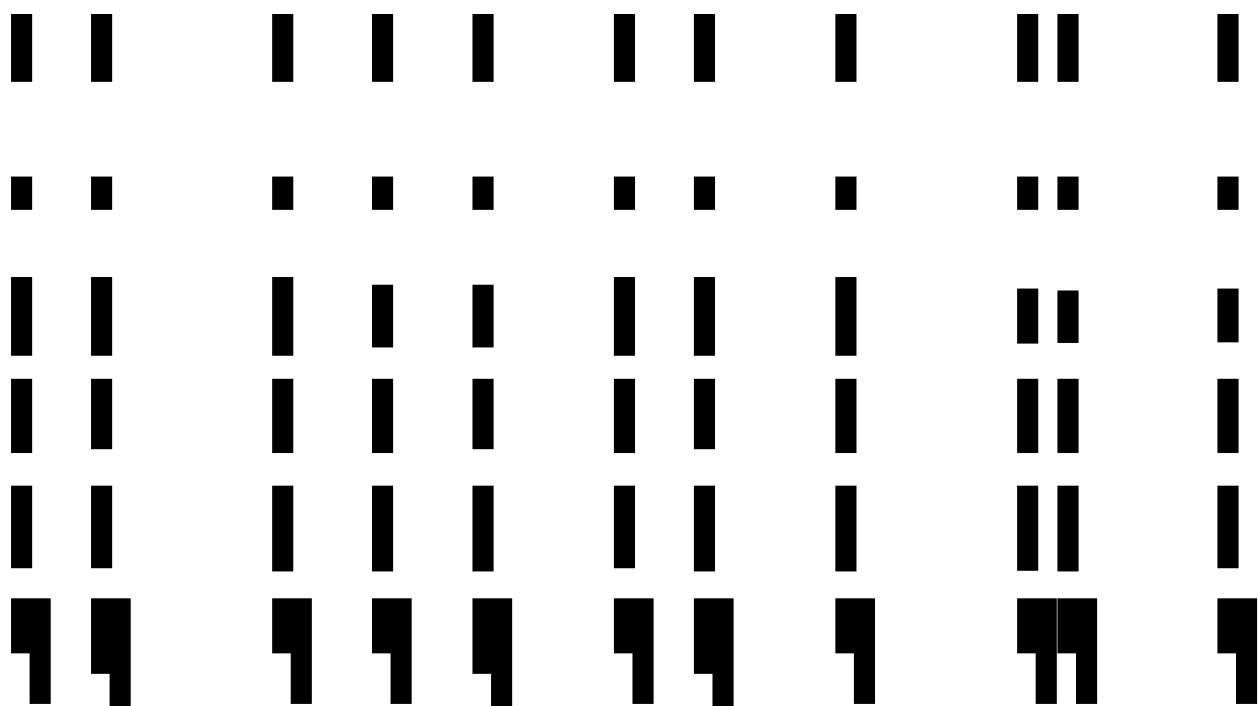


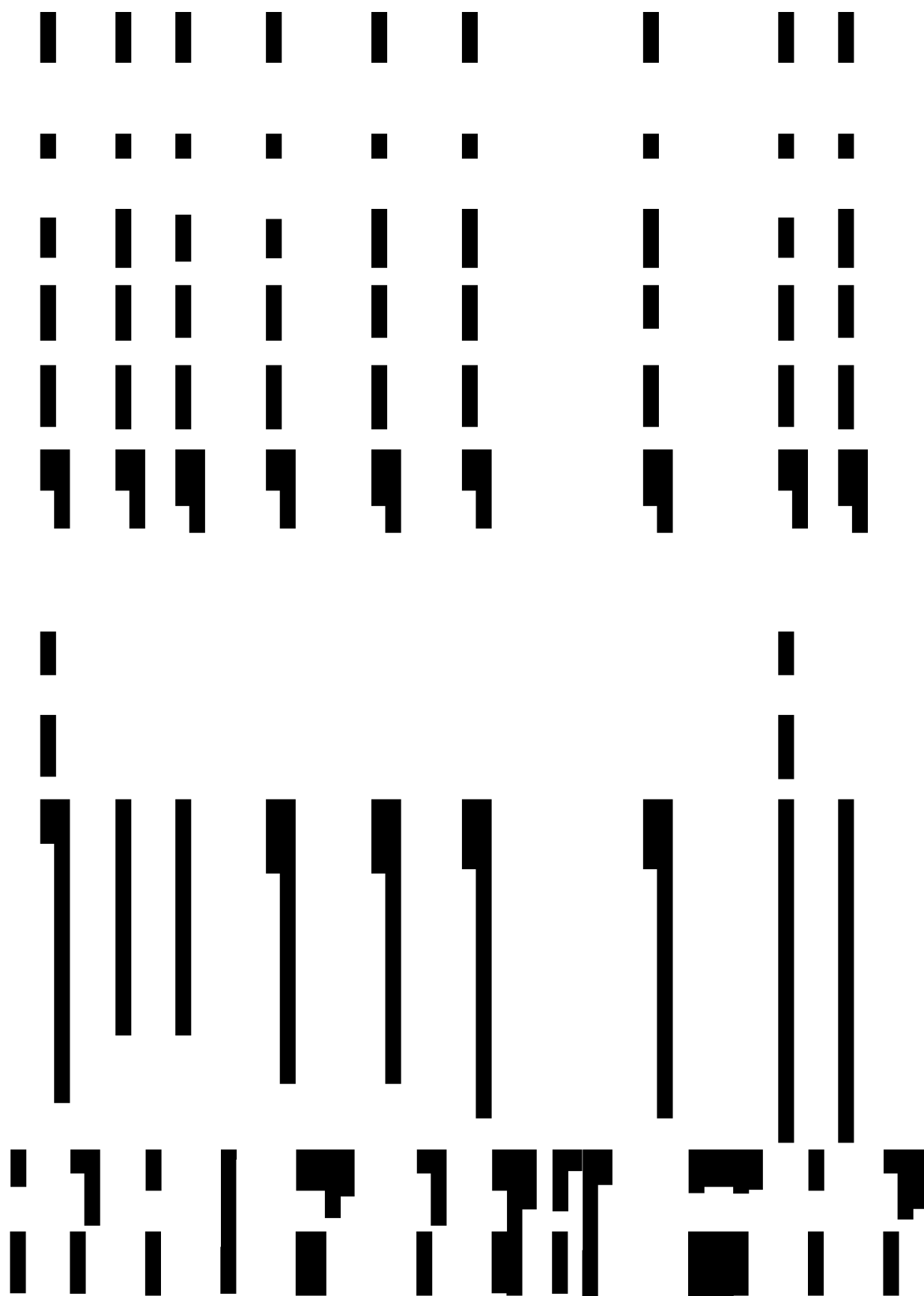


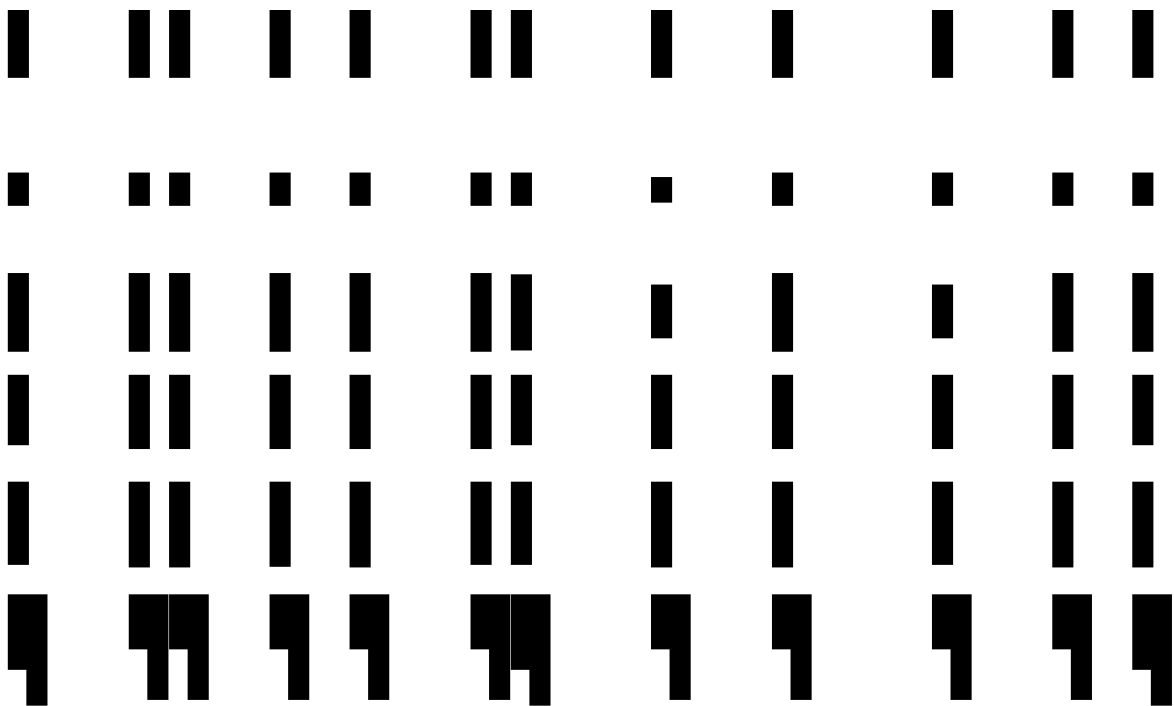


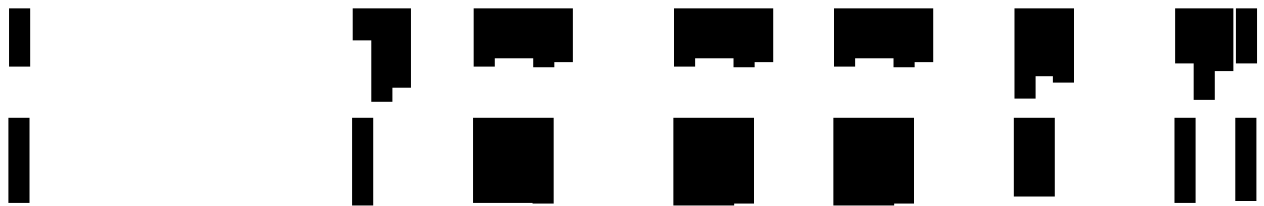
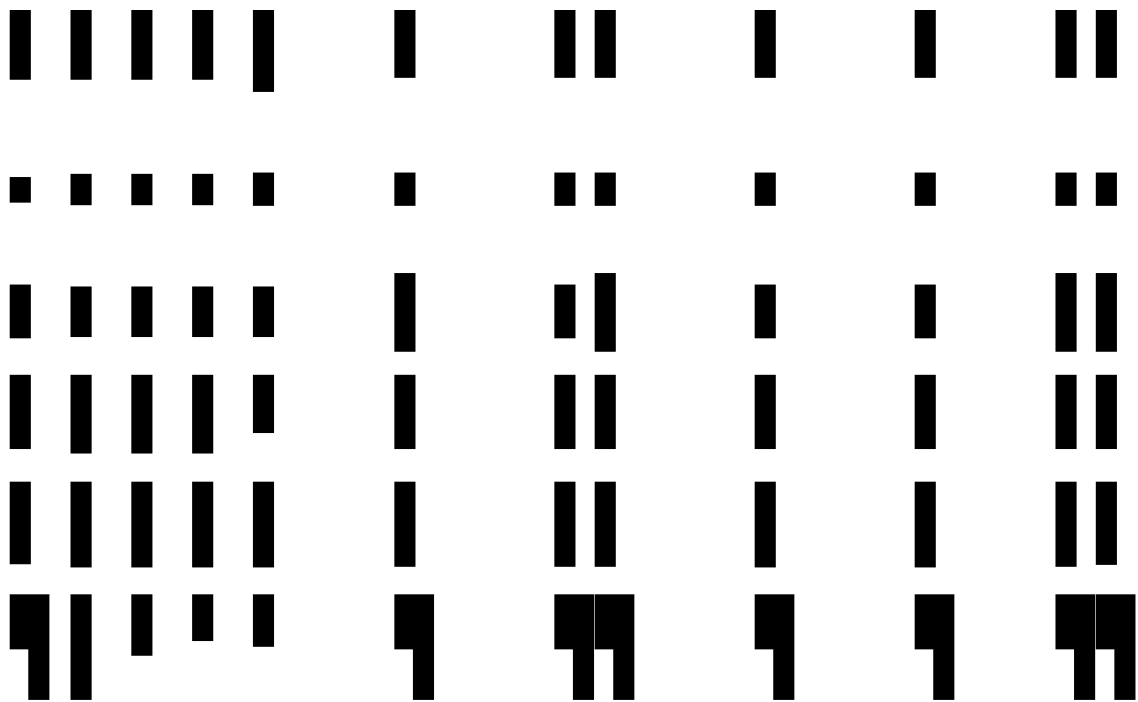


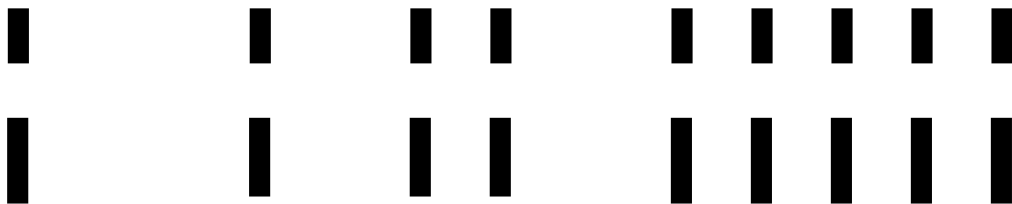
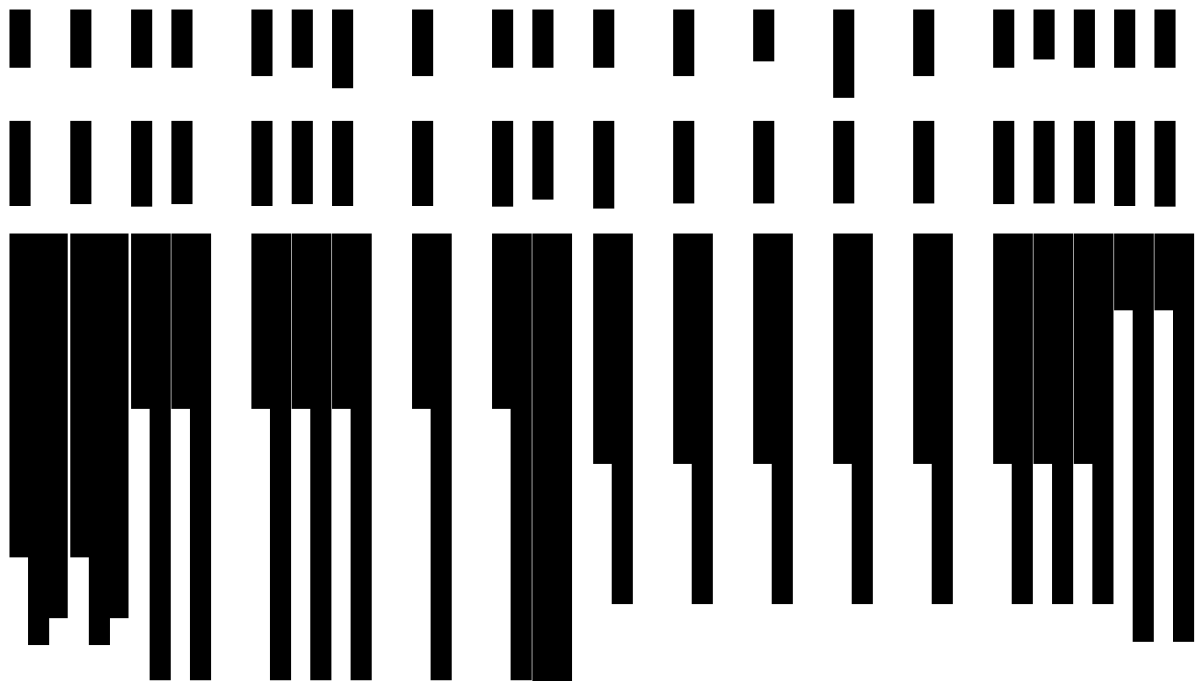
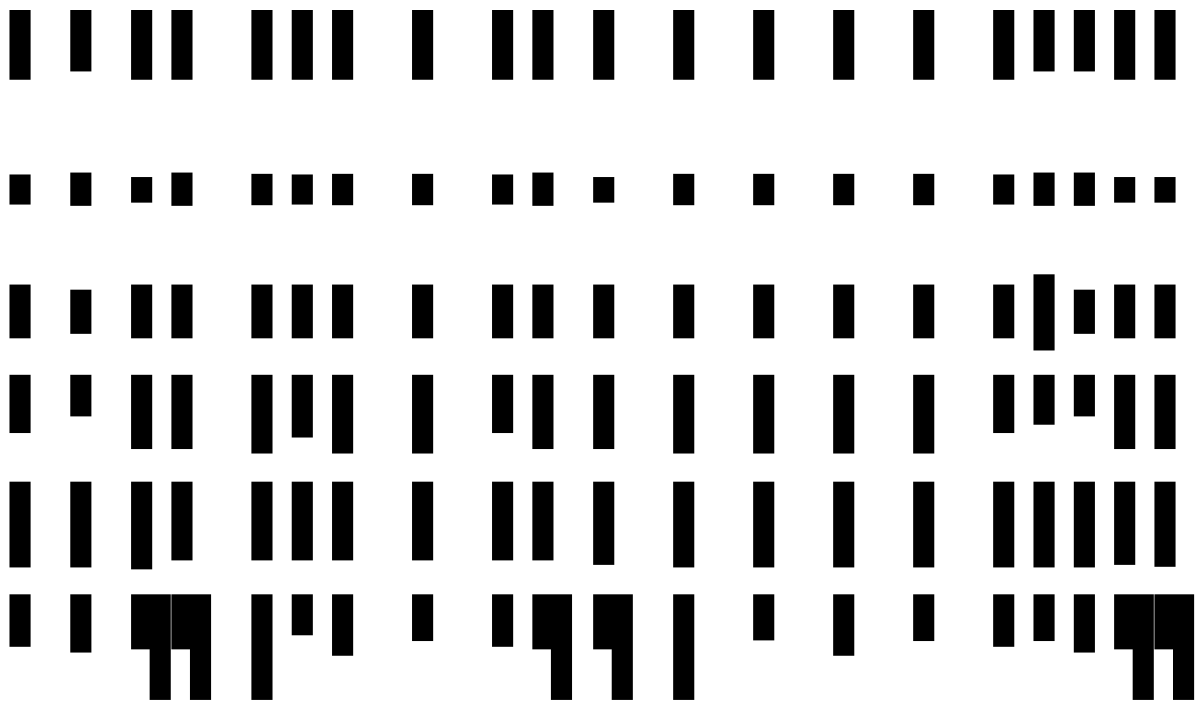


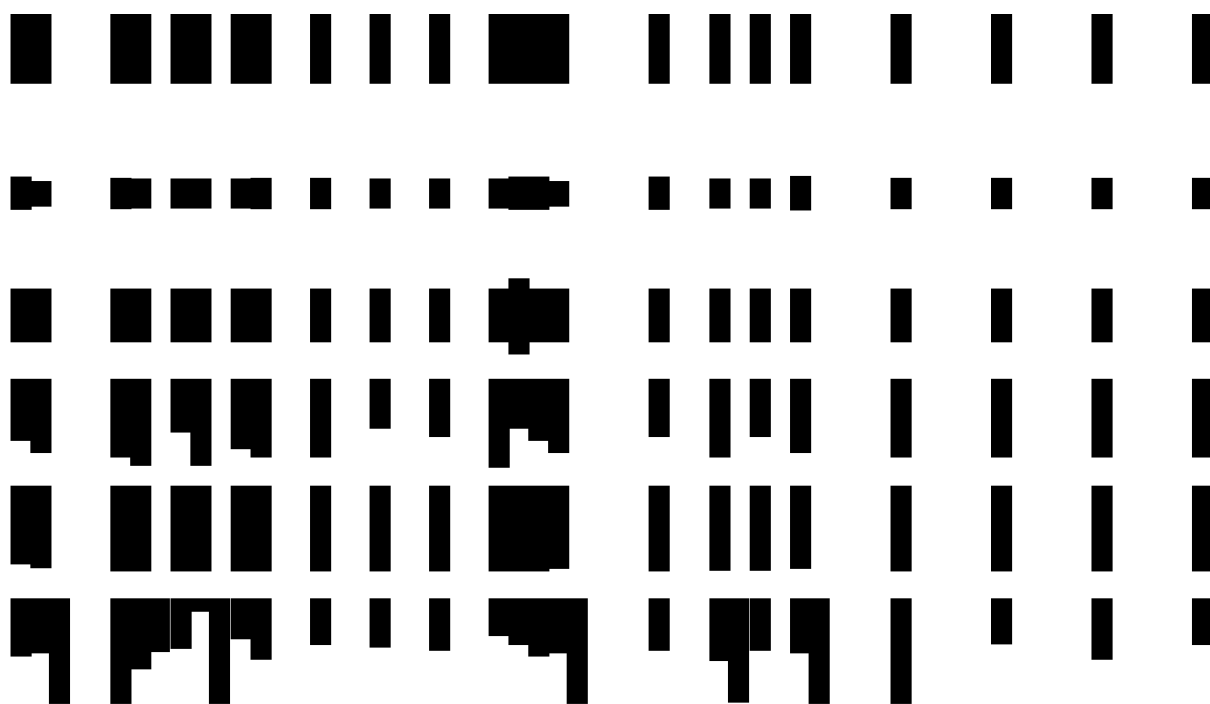


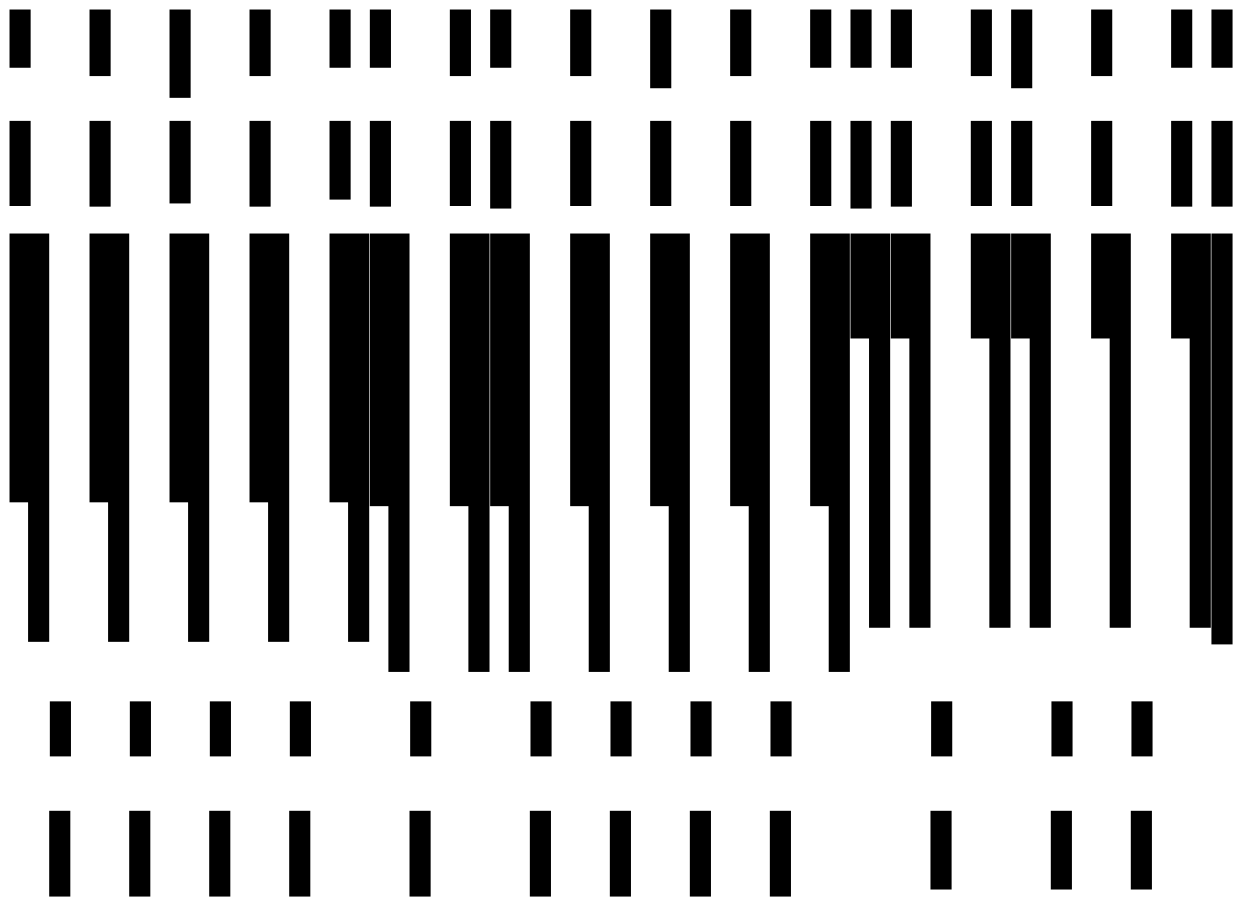
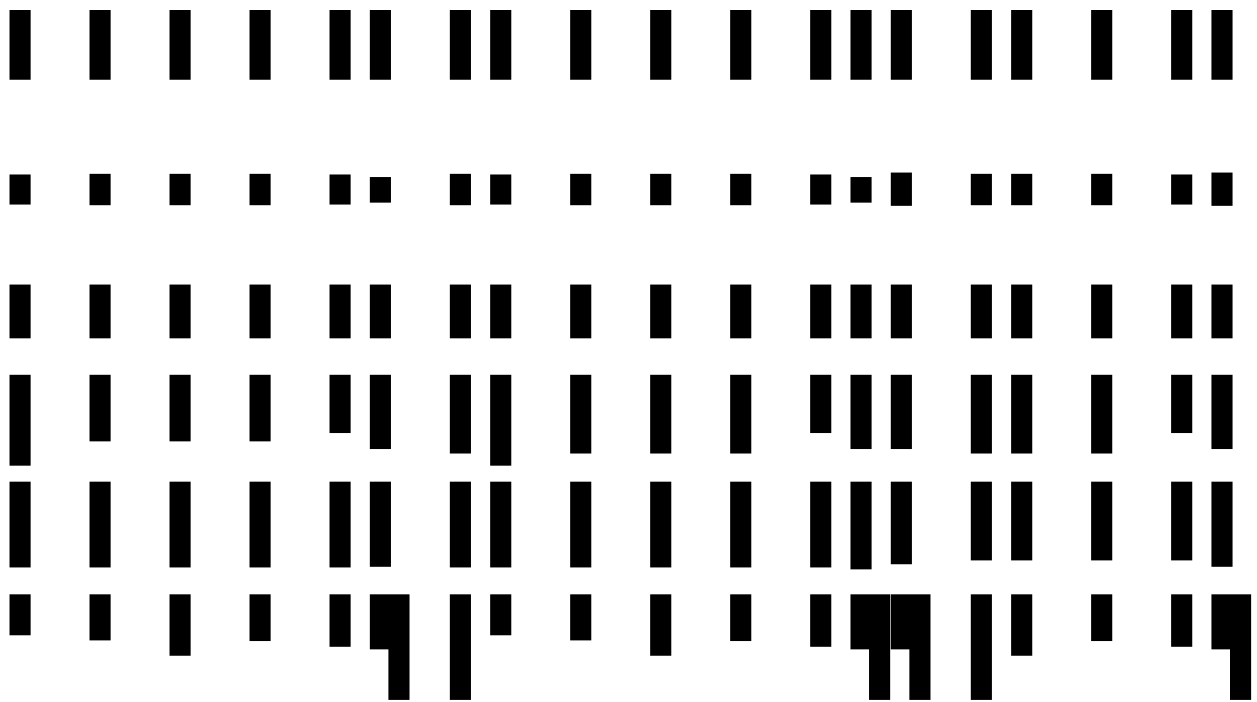


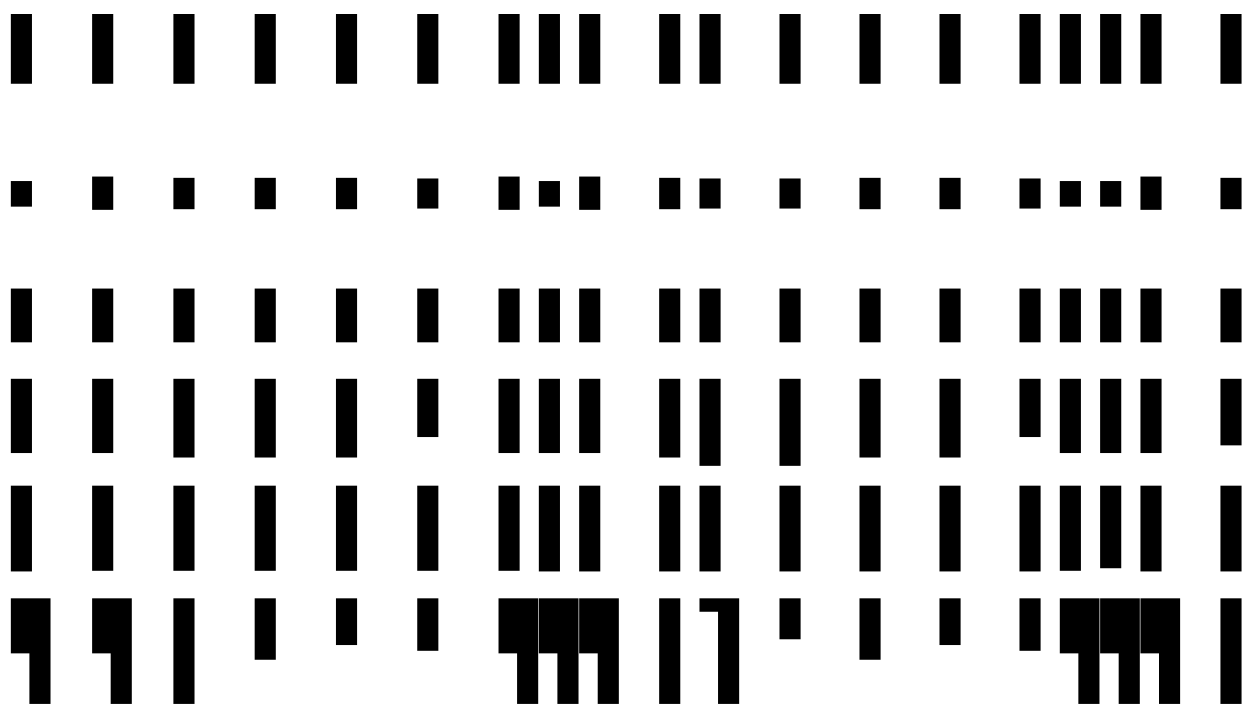


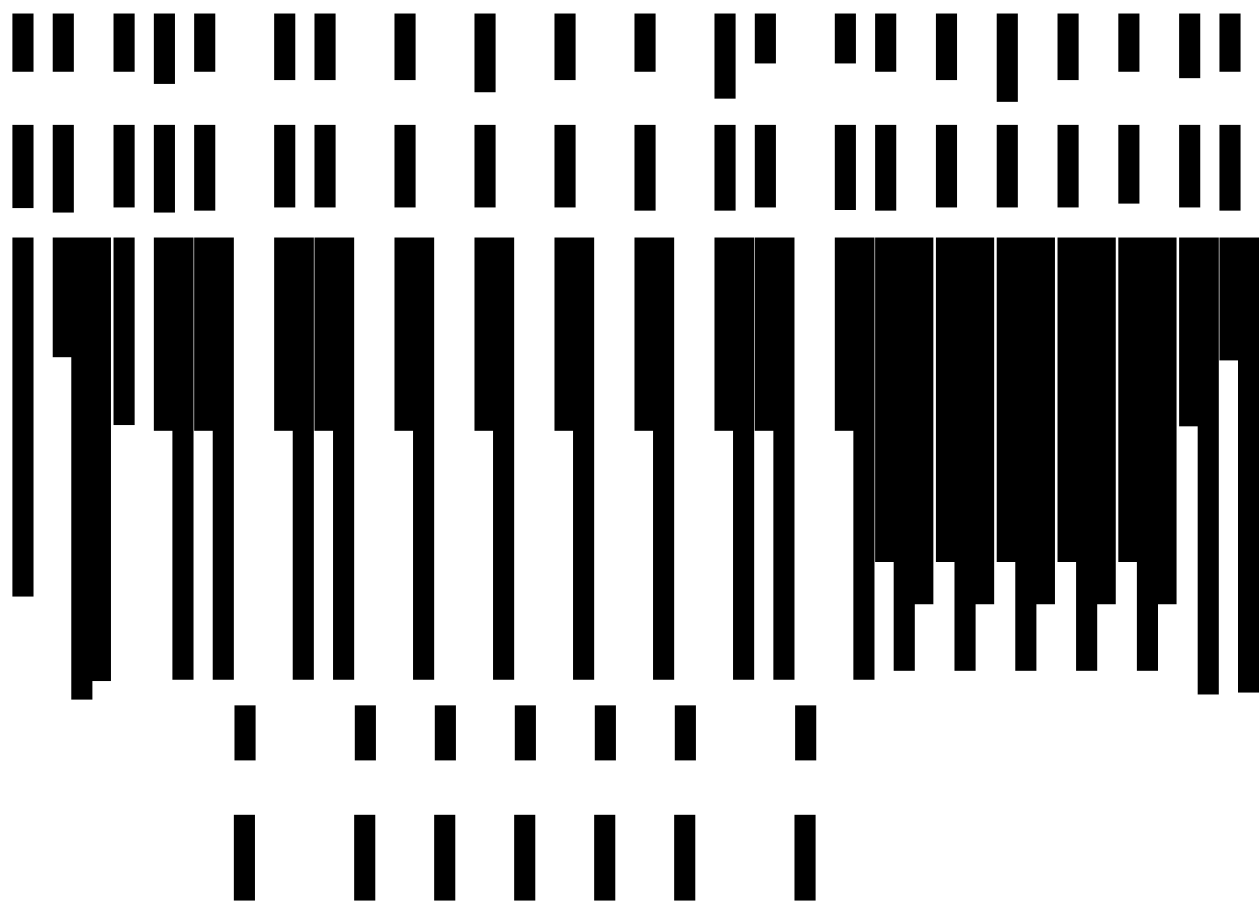
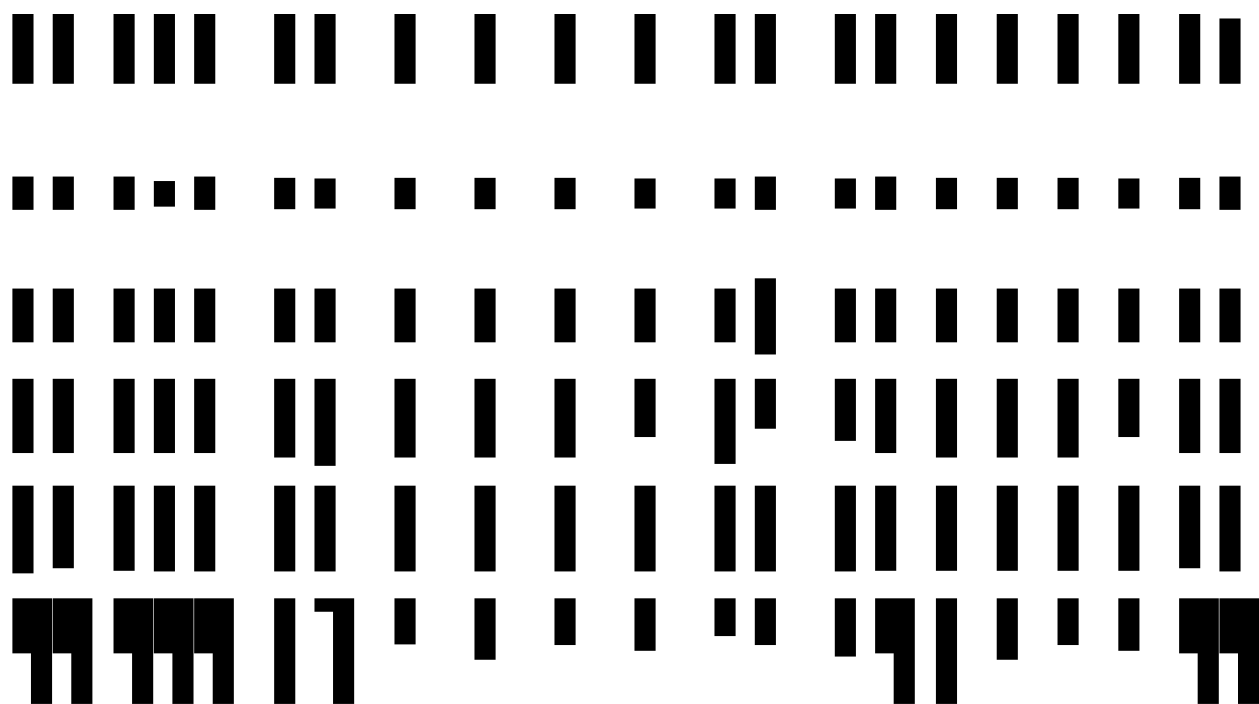


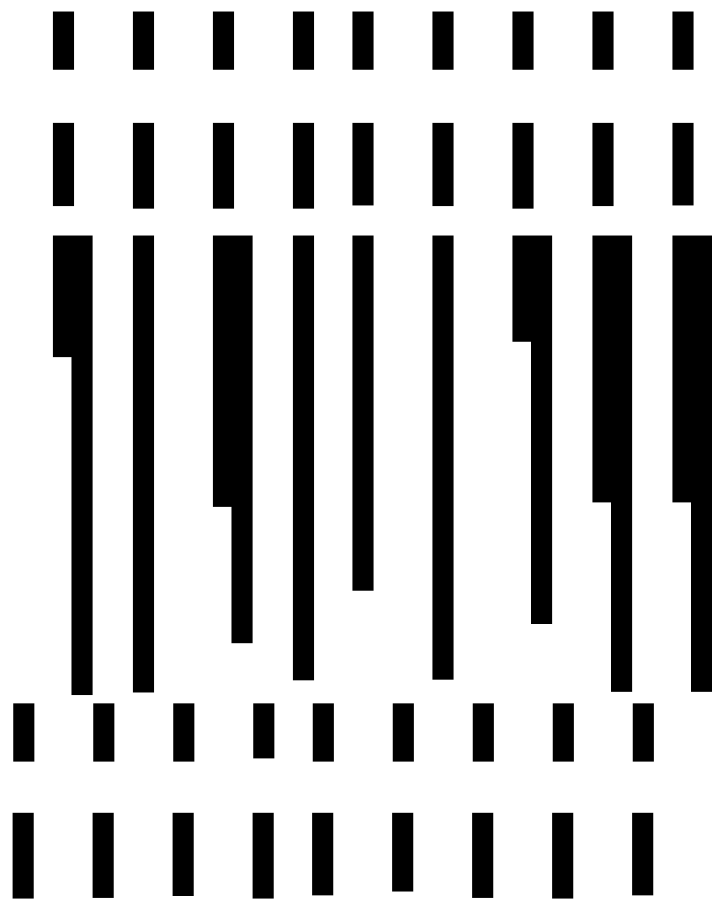
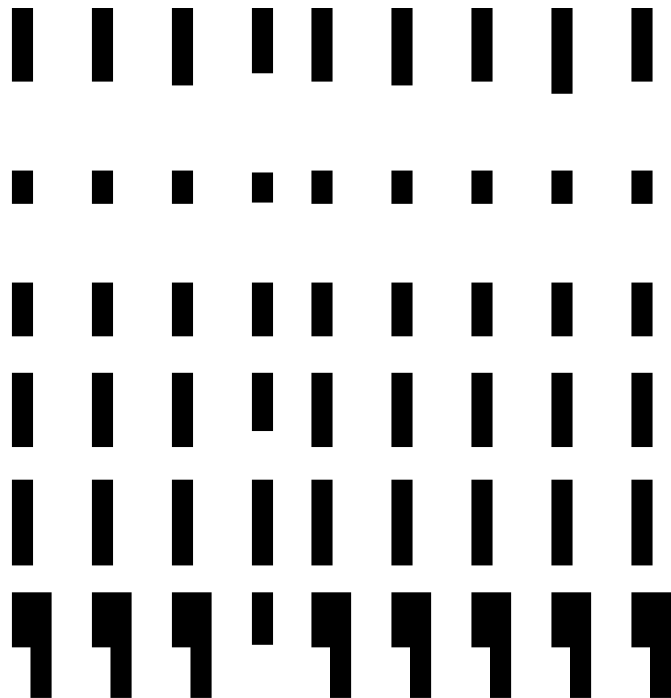












STATEMENT OF OWNERSHIP
U.S. Application No. 10/676,231 / US Patent No. 8,015,301

Oracle International Corporation ("OIC") hereby states that it is the current Assignee and owner of the entire right, title and interest in the patent application and corresponding patent identified below:

Application No.	Filing Date	Title	Patent No.	Issue Date
10/676,231	09/30/2003	POLICY AND ATTRIBUTE BASED ACCESS TO A RESOURCE	8,015,301	09/06/2011

Documents evidencing chain of title to OIC

The chain of title from the inventors to OIC for the above-referenced patent application (application no. 10/676,231) and corresponding patent (US 8,015,301) is evidenced by the documents identified below.

(1) USPTO Patent Assignment Abstract of Title for 10/676,231 (attached as Appendix A)

This document, as downloaded from the USPTO website, shows the following chain of title to OIC:

(a) Assignment from inventors Stephen R. Carter and Lloyd Leon Burch to Novell, Inc., executed on 09/30/2003, and recorded on 09/30/2003 at Reel/Frame 014572/0434.

(b) Assignment from Novell, Inc. to CPTN Holdings LLC, executed on 04/27/2011, and recorded on 01/29/2013 at Reel/Frame 029715/0243.

(c) Assignment from CPTN Holdings LLC to Oracle International Corporation, executed on 09/09/2011, and recorded on 01/29/2013 at Reel/Frame 029715/0621.

(2) Copy of the Patent Assignment from Novell, Inc. to CPTN Holdings LLC dated April 27, 2011, for 10/676,231 (attached as Appendix B)

This Patent Assignment was executed on April 27, 2011, and recites that Novell, Inc. (Assignor) sells, assigns, transfers and conveys to CPTN Holdings LLC (Assignee) all right, title, and interest in patents and patent applications listed in Exhibit A attached to the Patent

Assignment as of November 21, 2010 (the Effective Date). The above-referenced application no. 10/676,231 is listed in Exhibit (see page 26 of Appendix B).

(3) Copy of the Patent Assignment from CPTN Holdings LLC to Oracle International Corporation dated September 9, 2011 for 10/676,231 (attached as Appendix C)

This Patent Assignment was executed on September 9, 2011, and recites that CPTN Holdings LLC (Assignor) sells, assigns, transfers and conveys to Oracle International Corporation (OIC) (Assignee) all right, title, and interest in patents and patent applications listed in Schedule 1 thereto. The above-referenced application no. 10/676,231 is listed in Schedule 1 (see page 11 of Appendix C).

Erroneous recordings of Liens and Security Interests made subsequent to November 21, 2010

The USPTO Patent Assignment Abstract of Title document (Appendix A) shows two security interest grants and corresponding releases thereof recorded against the above-referenced patent application AFTER the Effective Date of November 21, 2010, when Novell, Inc. (Assignor) sold, assigned, transferred and conveyed all right, title, and interest in above referenced application no. 10/676,231 to CPTN Holdings LLC (Assignee) as per the Patent Assignment from Novell, Inc. to CPTN Holdings LLC dated April 27, 2011 (attached as Appendix B). These security interest grants and corresponding releases are not valid and their recordings erroneous for the reasons stated below.

The following is a list of these erroneously recorded security interests and releases, as shown in Appendix A:

Grant of Patent Security Interest First Lien from Novell, Inc. to Credit Suisse AG, executed 05/22/2012, and recorded on May 23, 2012, at Reel/Frame 028252/0216;

Grant of Patent Security Interest Second Lien from Novell, Inc. to Credit Suisse AG, executed 05/22/2012, and recorded on May 23, 2012 at Reel/Frame 028252/0316;

Release of Security Interest recorded at Reel/Frame 028252/0316 by Credit Suisse AG to Novell, Inc., executed 11/20/2014, and recorded on November 24, 2014, at Reel/Frame 034469/0057;

Release of Security Interest recorded at Reel/Frame 028252/0216 by Credit Suisse AG to Novell, Inc., executed 11/20/2014, and recorded on November 24, 2014, at Reel/Frame 034470/0680.

The noted security interests from Novell, Inc. to Credit Suisse AG were executed on May 22, 2012. As of May 22, 2012, Novell, Inc. had no right, title, or interest in the above-referenced patent application no. 10/676,231. Novell, Inc. had already assigned all its right, title, and interest in the above-referenced patent application no. 10/676,231 to CPTN Holdings LLC as of November 21, 2010 (the Effective Date). Accordingly, Novell, Inc. had no right to grant the security interest to Credit Suisse AG on May 22, 2012. The grants of the security interests and their subsequent releases, and the recordings of the security interests and the releases thereof were in error.

Conclusion

This Statement of Ownership is being filed and recorded with the USPTO to assert and clarify that OIC is the current Assignee and sole owner of the entire right, title and interest in the above-referenced patent application no. 10/676,231 and corresponding US patent no. 8,015,301, and that such patent application and corresponding patent are currently free of any security interest, lien or other encumbrance.

Dated: _____

7/27/20



Kim Kanazaki
Vice President, Oracle International
Corporation

APPENDIX A

10/676,231	POLICY AND ATTRIBUTE BASED ACCESS TO A RESOURCE	1565.060US1	05-29-2019:11:20:02
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Patent Assignment Abstract of Title

Total Assignments: 7

Application # : 10676231

Filing Dt: 09/30/2003

Patent # : 8015301

Issue Dt: 09/06/2011

PCT # : NONE

Intl Reg # :

Publication # : US20050068983

Pub Dt: 03/31/2005

Inventors: Stephen R. Carter, Lloyd Leon Burch

Title: POLICY AND ATTRIBUTE BASED ACCESS TO A RESOURCE

Assignment: 1

Reel/ Frame: 014572 / 0434

Received: 10/14/2003

Recorded: 09/30/2003

Mailed: 05/05/2004

Pages: 4

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignors: CARTER, STEPHEN R.

Exec Dt: 09/30/2003

BURCH, LLOYD LEON

Exec Dt: 09/30/2003

Assignee: NOVELL, INC.

1800 SOUTH NOVELL PLACE

PROVO, UTAH 84606

Correspondent: SCHWEGMAN, LUNDBERG, WOESSNER & KLUTH PA

JOSEPH P. MEHRLE

P.O. BOX 2938

MINNEAPOLIS, MINNESOTA 55402

Assignment: 2

Reel/ Frame: 029715 / 0243

Received: 01/29/2013

Recorded: 01/29/2013

Mailed: 01/30/2013

Pages: 40

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: NOVELL, INC.

Exec Dt: 04/27/2011

Assignee: CPTN HOLDINGS LLC

ONE MICROSOFT WAY

REDMOND, WASHINGTON 98052

Correspondent: ARIEL S. ROGSON

MARGER JOHNSON & MCCOLLOM, P.C. - SHARP

210 SW MORRISON STREET, SUITE 400

PORTLAND, OR 97204

Assignment: 3

Reel/ Frame: 029715 / 0621

Received: 01/29/2013

Recorded: 01/29/2013

Mailed: 01/30/2013

Pages: 16

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: CPTN HOLDINGS LLC

Exec Dt: 09/09/2011

Assignee: ORACLE INTERNATIONAL CORPORATION

500 ORACLE PARKWAY

REDWOOD CITY, CALIFORNIA 94065

Correspondent: ARIEL S. ROGSON

MARGER JOHNSON & MCCOLLOM

210 SW MORRISON STREET, SUITE 400

PORTLAND, OR 97204

Assignment: 4

Reel/ Frame: 028252 / 0216

Received: 05/23/2012

Recorded: 05/23/2012

Mailed: 05/24/2012

Pages: 44

Conveyance: GRANT OF PATENT SECURITY INTEREST FIRST LIEN

Assignor: NOVELL, INC.

Exec Dt: 05/22/2012

Assignee: CREDIT SUISSE AG, AS COLLATERAL AGENT

ELEVEN MADISON AVENUE

NEW YORK, NEW YORK 10010

Correspondent: LATHAM & WATKINS LLP

650 TOWN CENTER DRIVE, SUITE 2000

COSTA MESA, CA 92626

Assignment: 5

Reel/ Frame: 028252 / 0316

Received: 05/23/2012

Recorded: 05/23/2012

Mailed: 05/24/2012

Pages: 44

Conveyance: GRANT OF PATENT SECURITY INTEREST SECOND LIEN

Assignor: NOVELL, INC.

Exec Dt: 05/22/2012

Assignee: CREDIT SUISSE AG, AS COLLATERAL AGENT

ELEVEN MADISON AVENUE

NEW YORK, NEW YORK 10010

Correspondent: LATHAM & WATKINS LLP

650 TOWN CENTER DRIVE, SUITE 2000

COSTA MESA, CA 92626

Assignment: 6

PATENT

REEL: 055425 FRAME: 0387

Reel/ Frame: 034469 / 0057 **Received:** 11/24/2014 **Recorded:** 11/24/2014 **Mailed:** 12/12/2014 **Pages:** 45

Conveyance: RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 028252/0316

Assignor: CREDIT SUISSE AG

Exec Dt: 11/20/2014

Assignee: NOVELL, INC.
1800 SOUTH NOVELL PLACE
PROVO, UTAH 84606

Correspondent: RENEE M. PRESCAN
300 N. LASSALLE
KIRKLAND & ELLIS LLP
CHICAGO, IL 60654

Assignment: 7

Reel/ Frame: 034470 / 0680 **Received:** 11/24/2014 **Recorded:** 11/24/2014 **Mailed:** 12/12/2014 **Pages:** 45

Conveyance: RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 028252/0216

Assignor: CREDIT SUISSE AG

Exec Dt: 11/20/2014

Assignee: NOVELL, INC.
1800 SOUTH NOVELL PLACE
PROVO, UTAH 84606

Correspondent: RENEE M. PRESCAN
300 N. LASSALLE
KIRKLAND & ELLIS LLP
CHICAGO, IL 60654

Search Results as of: 05/29/2019 11:18:44 AM

Disclaimer:

Assignment information on the assignment database reflects assignment documents that have been actually recorded.

If the assignment for a patent was not recorded, the name of the assignee on the patent application publication or patent may be different.

If you have any comments or questions concerning the data displayed, contact OPR / Assignments at 571-272-3350

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APPENDIX B

PATENT ASSIGNMENT

This **PATENT ASSIGNMENT**, dated April 27, 2011 (this “**Assignment**”), is entered into by and between Novell, Inc., a Delaware corporation having a primary place of business at 404 Wyman, Waltham, Massachusetts, USA 02451 (“**Assignor**”), and CPTN Holdings LLC (“**Assignee**”). Both Assignor and Assignee are collectively referred to herein as the “**Parties**.”

WHEREAS, Assignor and Assignee entered into a Patent Purchase Agreement dated November 21, 2010, and amended as of April 20, 2011 and April 25, 2011 (the “**Agreement**”); and

WHEREAS, pursuant to the Agreement, Assignor agreed to sell, assign, transfer, and convey to Assignee, and the Assignee agreed to have sold, assigned, transferred, and conveyed to Assignee, all right, title and interest Assignor has in and to the patent applications and patents listed in Exhibit A hereto (the “**Assigned Patents**”), including without limitation, any and all legal rights entitled by the original owner of the Assigned Patents and all rights of Assignor to collect royalties under such Assigned Patents, to prosecute all existing Assigned Patents worldwide, to apply for additional patents worldwide and to have Assigned Patents and such additional patents issued in the name of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor agreed to sell, assign, transfer, and convey to Assignee, and the Assignee agreed to have sold, assigned, transferred, and conveyed to Assignee, all right, title and interest Assignor had as of November 21, 2010 (as defined in the Agreement, “**Effective Date**”) and as of the date hereof to sue for past, present and future infringement of the Assigned Patents, including without limitation all right, title and interest Assignor has in and to all causes of action and enforcement rights, whether known, unknown, currently pending, filed, or otherwise, in respect of the Assigned Patents, and all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Assigned Patents; and

WHEREAS, Assignor represented to Assignee on the Effective Date and again on the date hereof, that except as set forth in Exhibit C to the Agreement, Assignor and only Assignor had as of the Effective Date and has as of the date hereof good and marketable title to the Assigned Patents, including, without limitation, all rights, title, and interest in the Assigned Patents and the right to sue for past, present and future infringement thereof; and

WHEREAS, Assignor hereby represents to Assignee that no reissues, reexaminations, continuations, continuations-in-part, divisionals, foreign counterparts or extensions have been filed on or after the Effective Date to and including the date hereof on the patent applications and patents listed in Exhibit A, other than the continuations and national patents noted in the updated Exhibit D to the Agreement provided to Assignee on April 26, 2011.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as set forth herein.

Assignor hereby sells, assigns, transfers, and conveys to Assignee all right, title and interest Assignor has in and to the Assigned Patents as of the Effective Date, as the Assigned Patents have been supplemented since the Effective Date (it being understood that certain Assigned Patents have lapsed since the Effective Date), including without limitation, any and all legal rights entitled by the original owner of the Assigned Patents and all rights of Assignor to

collect royalties under such Assigned Patents, to prosecute all existing Assigned Patents worldwide, to apply for additional patents worldwide and to have Assigned Patents and such additional patents issued in the name of Assignee. For the avoidance of doubt, the Assigned Patents include, without limitation (1) any continuations filed on the patent applications and patents in Exhibit A between the Effective Date and the date hereof, inclusively, and (2) any national patents issued and national patent applications filed prior to, on or after the Effective Date on the patent applications and patents listed in Exhibit A with a country designation "EP".

In addition, Assignor hereby sells, assigns, transfers, and conveys to Assignee all right, title and interest Assignor had as of the Effective Date, as the Assigned Patents have been supplemented since the Effective Date (it being understood that certain Assigned Patents have lapsed since the Effective Date) to sue for past, present and future infringement of the Assigned Patents, including without limitation all right, title and interest Assignor had as of the Effective Date, as the Assigned Patents have been supplemented since the Effective Date (it being understood that certain Assigned Patents have lapsed since the Effective Date) in and to all causes of action and enforcement rights, whether known, unknown, pending, filed, or otherwise, in respect of the Assigned Patents, and all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Assigned Patents.

In addition, Assignor hereby sells, assigns, transfers, and conveys to Assignee (i) all right, title and interest Assignor had as of the Effective Date, as the Assigned Patents have been supplemented since the Effective Date (it being understood that certain Assigned Patents have lapsed since the Effective Date), to apply (or continue prosecution) in any and all countries of the world for patents, design patents, utility models, certificates of invention or other governmental grants for the Assigned Patents, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, European Patent Convention or any other convention, treaty, agreement or understanding, and (ii) the rights, if any, to revive and/or continue prosecution of any abandoned lapsed, rejected, cancelled, expired or unenforceable Assigned Patents.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention or equivalent which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein.

As a condition of the assignment, transfer and conveyance of the Assigned Patents, Assignee hereby agrees, solely with respect to the Assigned Patents, to (and shall cause any of its direct assignees of the Assigned Patents to) take such assignment, transfer and conveyance subject to all licenses, covenants not to sue and similar restrictions in effect prior to the Effective Date, in each case solely as identified in the Agreement, but only (i) to the same extent Assignor would be subject to such licenses, covenants not to sue and similar restrictions if Assignor had not assigned the Assigned Patents and (ii) only to the extent any such license, covenant not to sue or similar restrictions (x) is in effect prior to the date hereof, (y) involves a license, covenant not to sue or similar restriction on the Assigned Patents, and (z) requires Assignor to have subsequent assignees agree to comply with such licenses, covenant not to sue or similar restrictions. For the avoidance of doubt, Assignee also agrees solely with respect to the Assigned Patents to take such assignment, transfer and conveyance subject to all licenses,

covenants not to sue and similar restrictions in effect on Assignor prior to the Effective Date, that would in each case transfer to Assignee as a matter of law.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at 7:30 AM
on April 27, 2011.

ASSIGNOR

By: SN Semel SUPGCT Sec

Name: Scott N. Semel

Title: Senior Vice President, General Counsel & Secretary

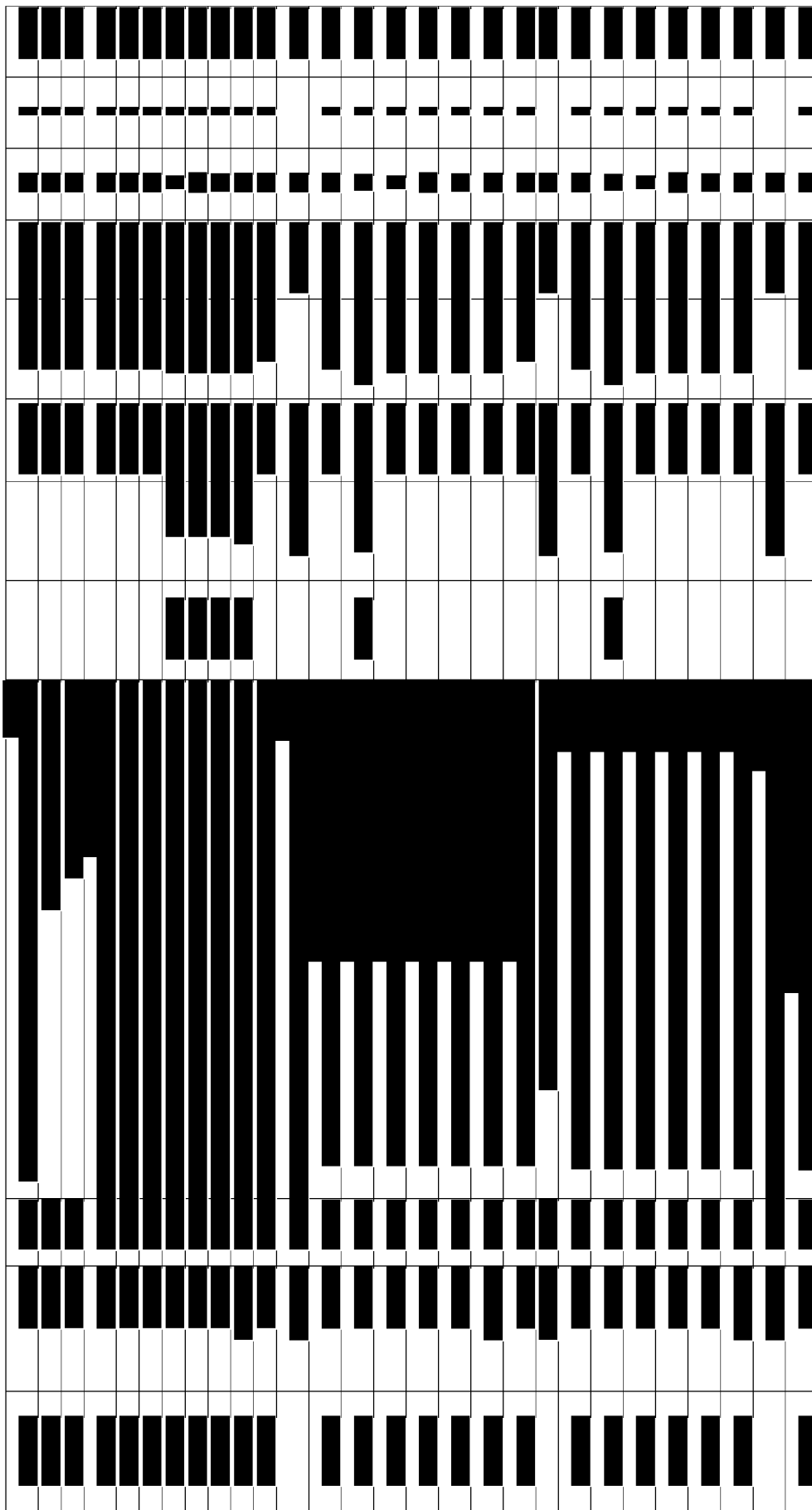
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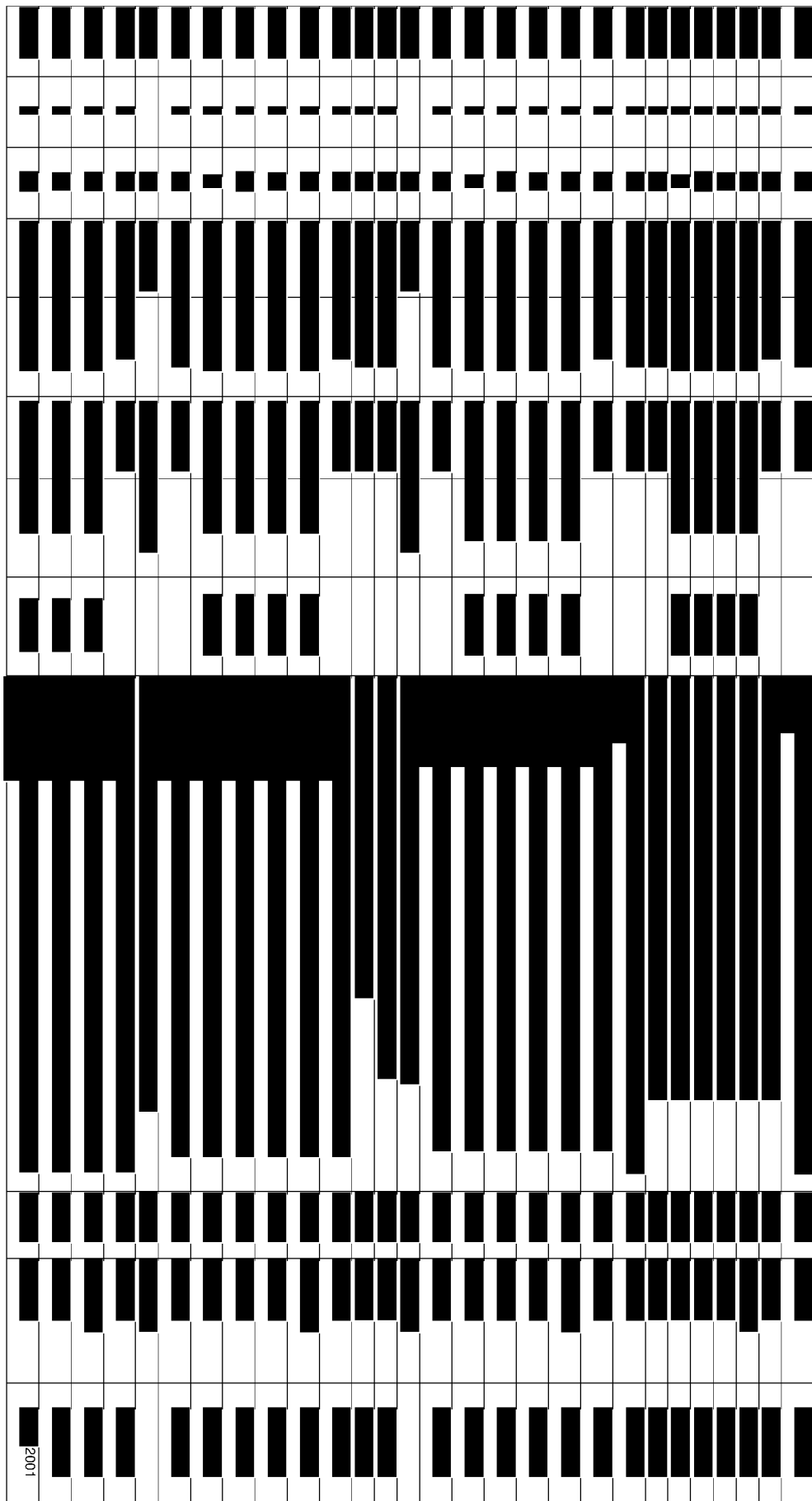


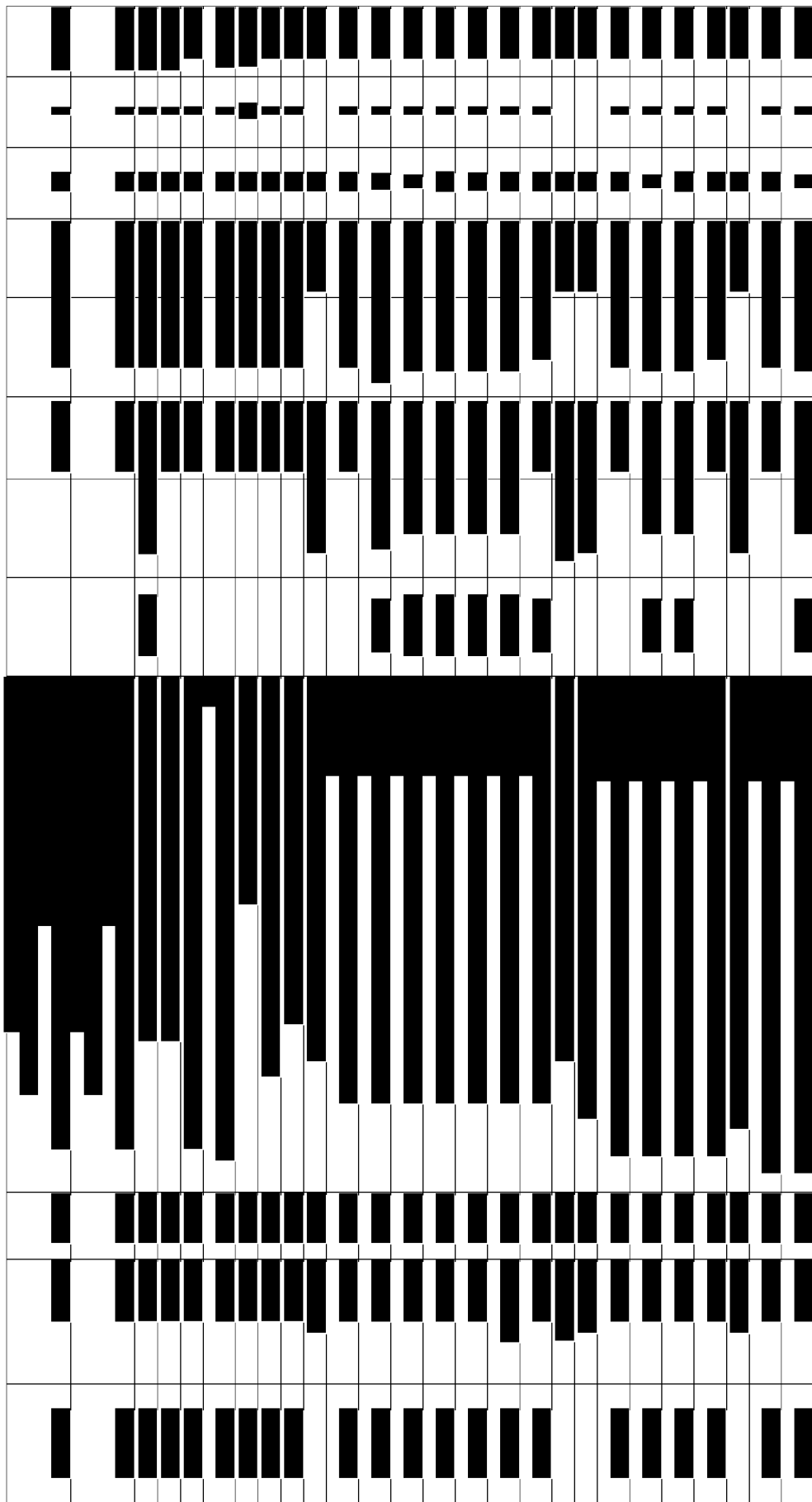
SHELLEY E. BAGLE
NOTARY PUBLIC, State of New York
No. 01DA8000107
Qualified in New York County
Commission Expires June 11, 2011

Exhibit A

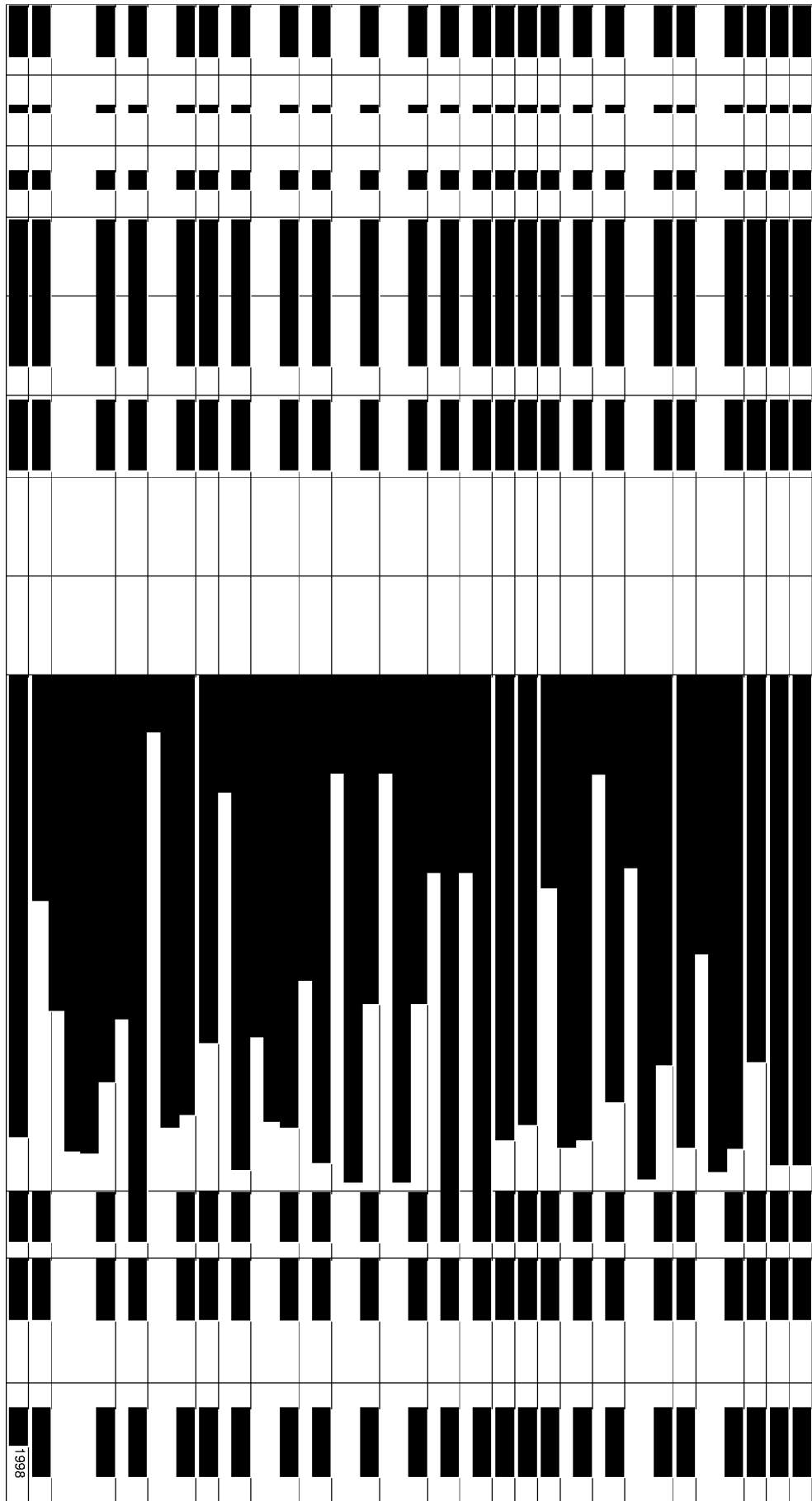
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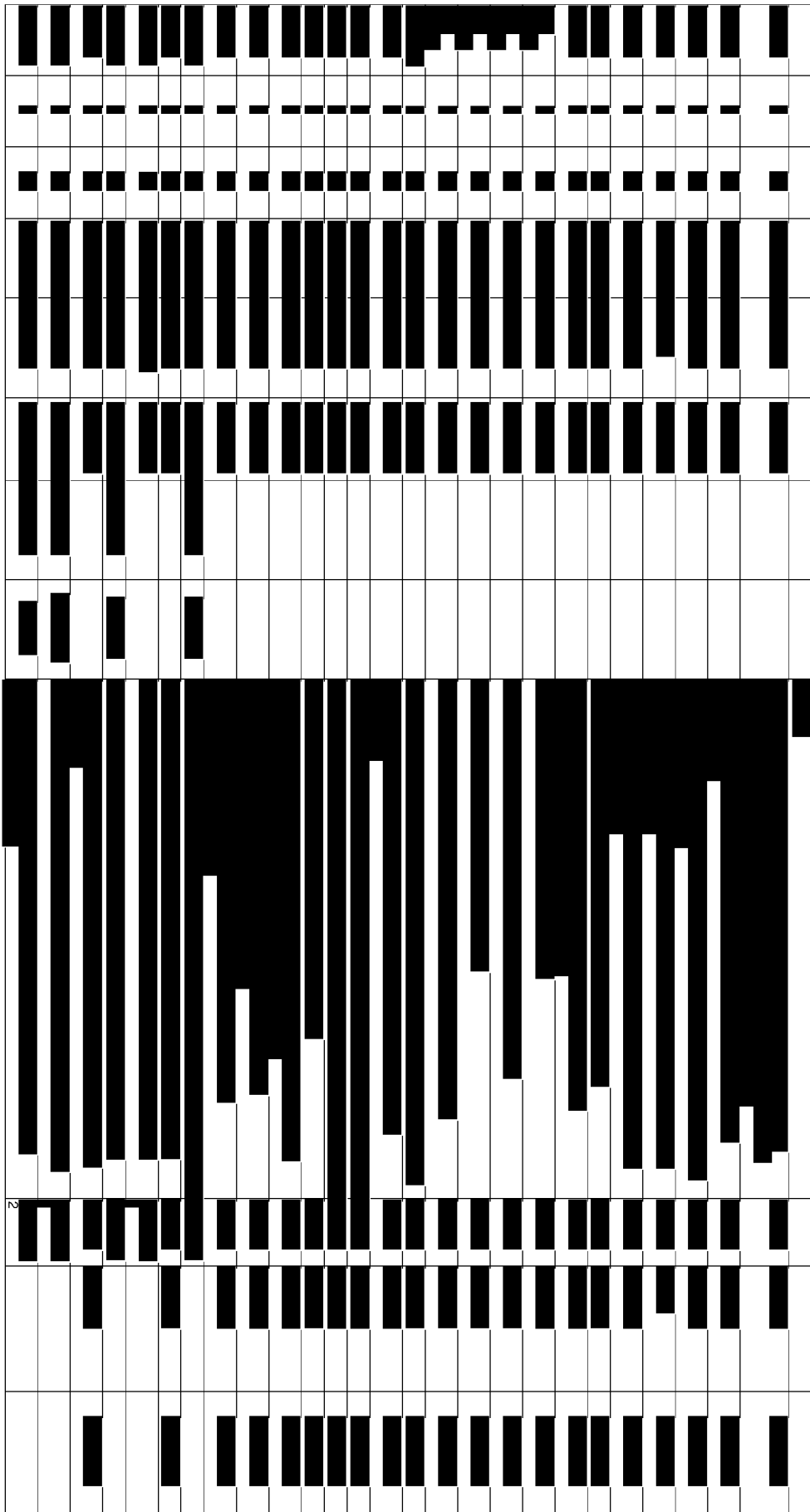


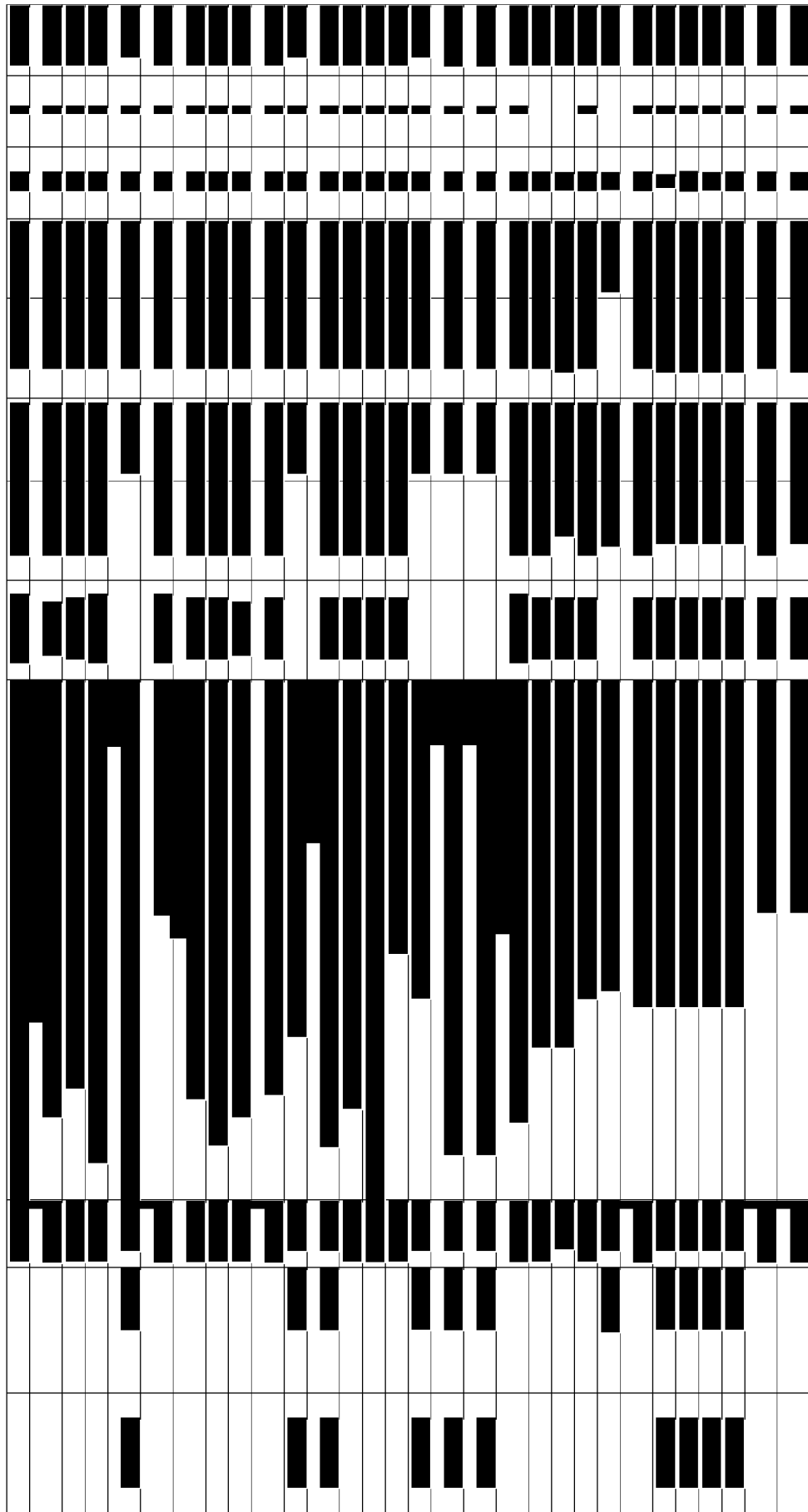


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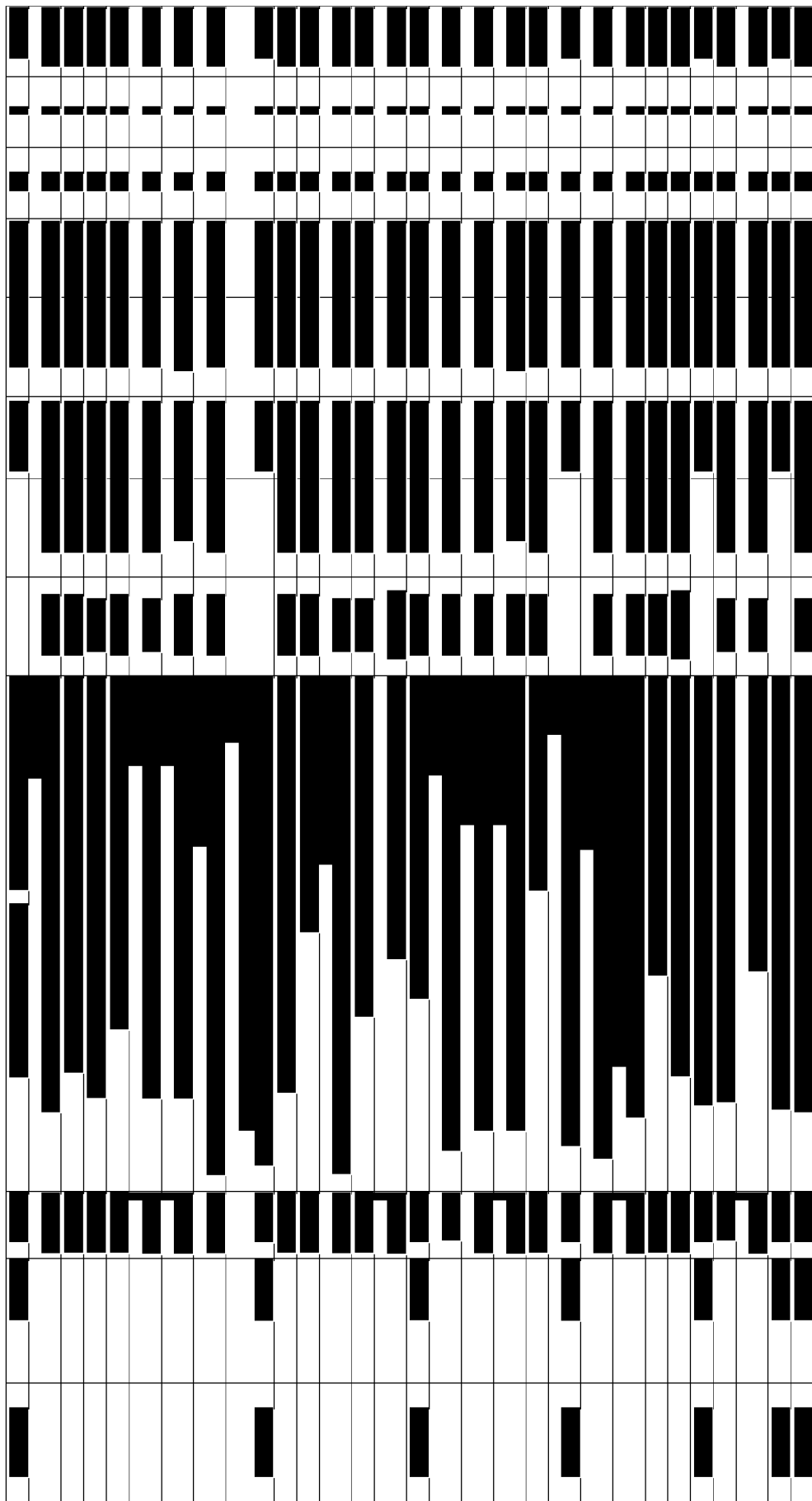


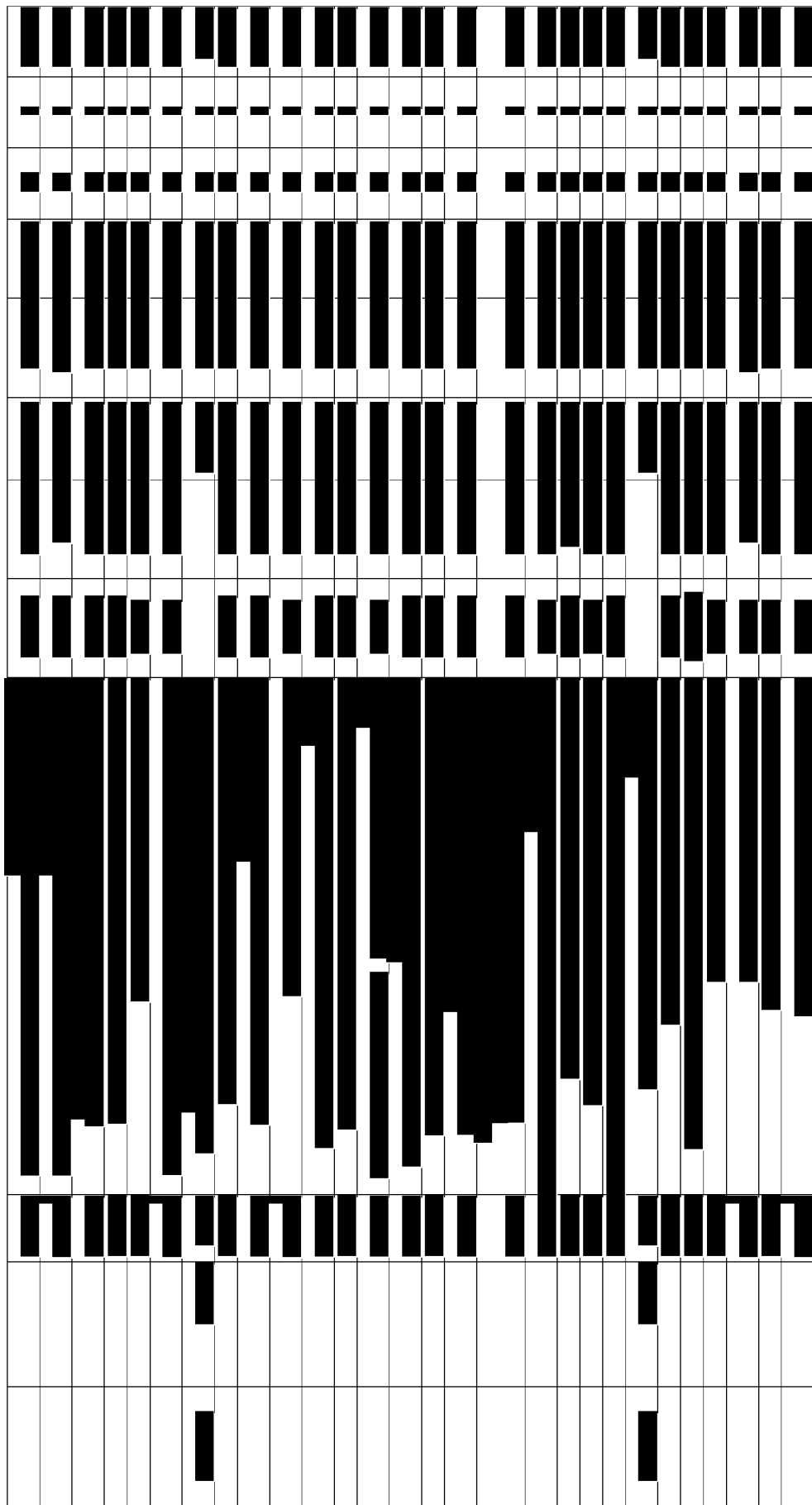
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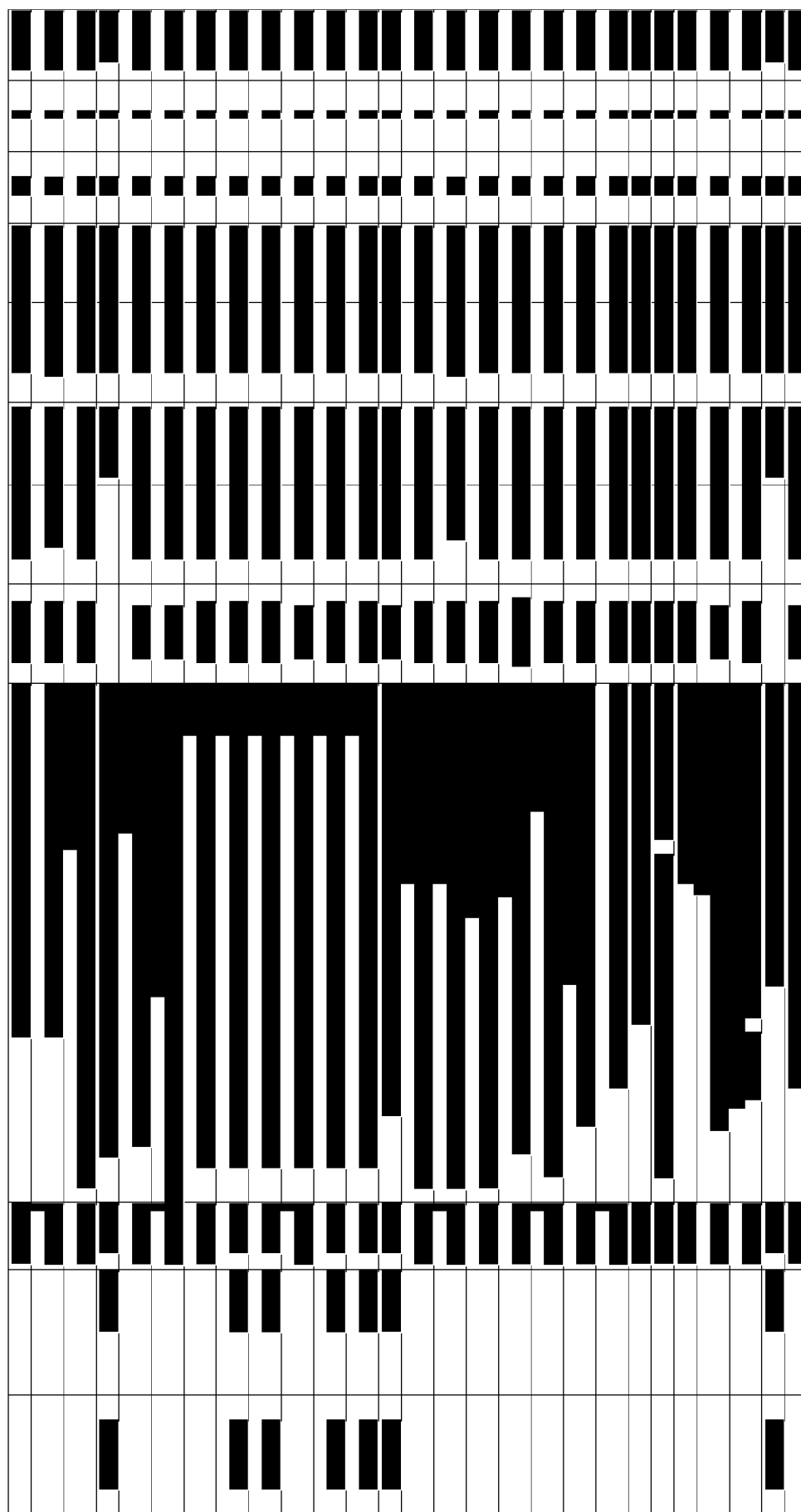


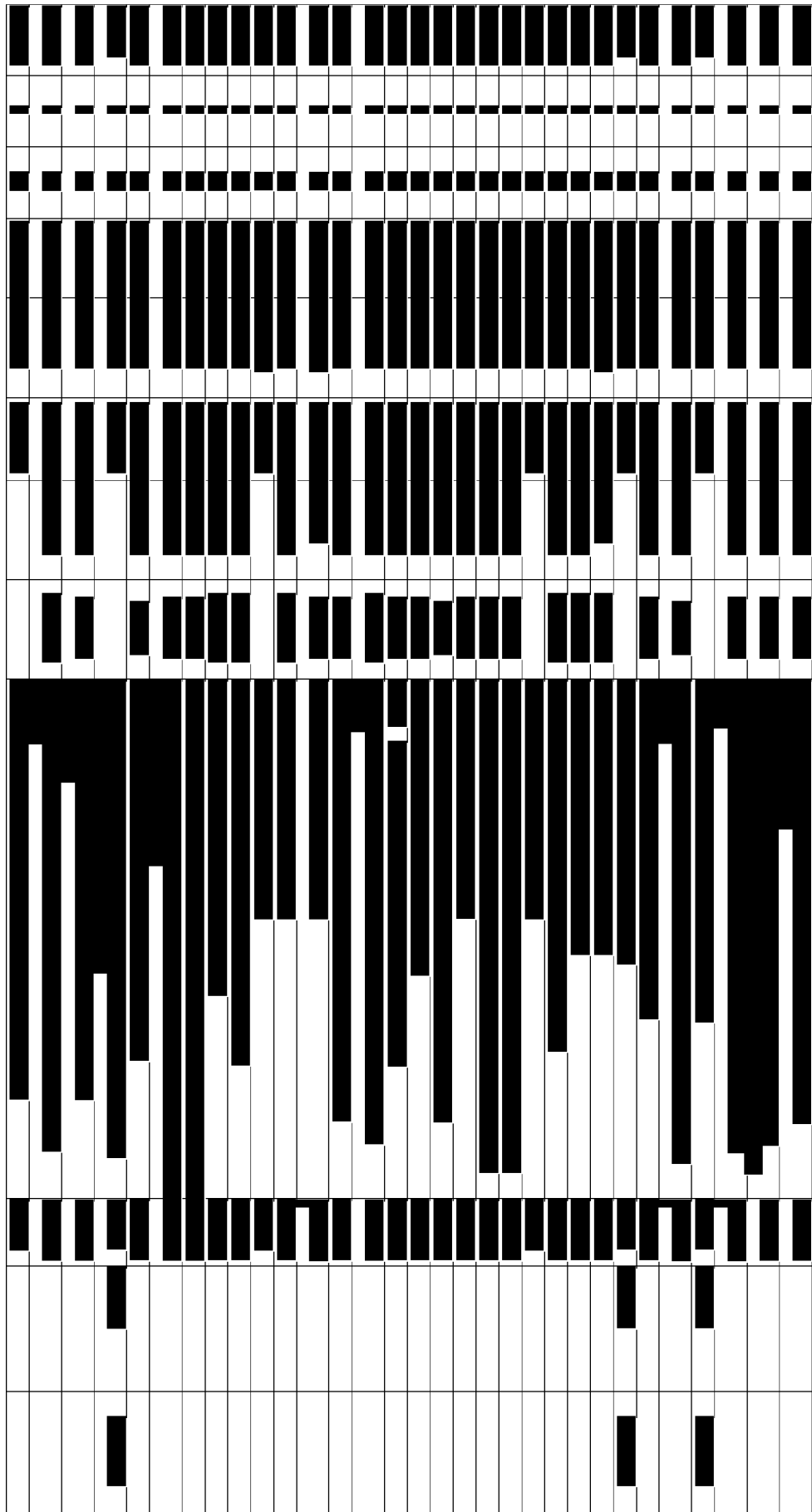


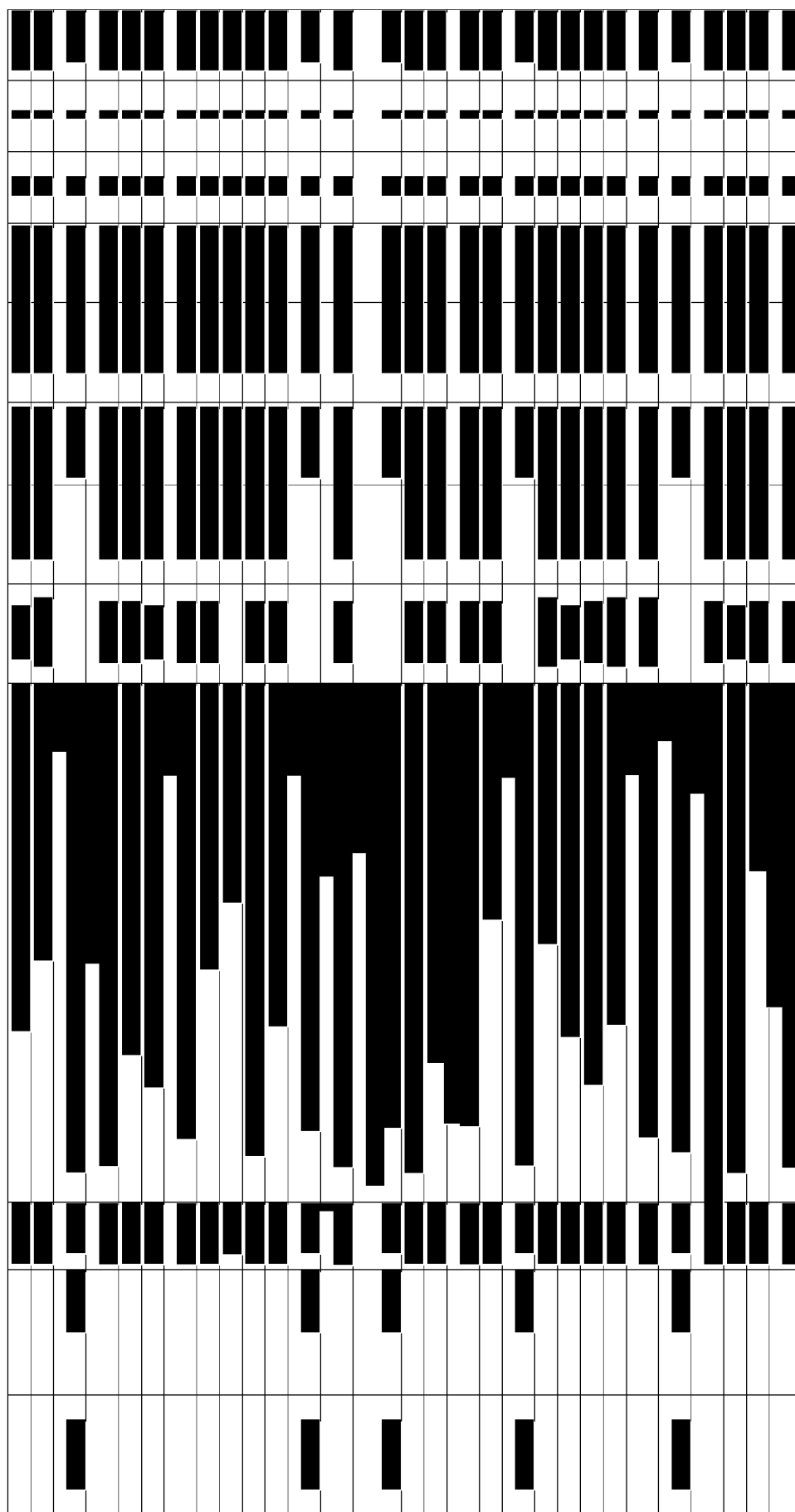
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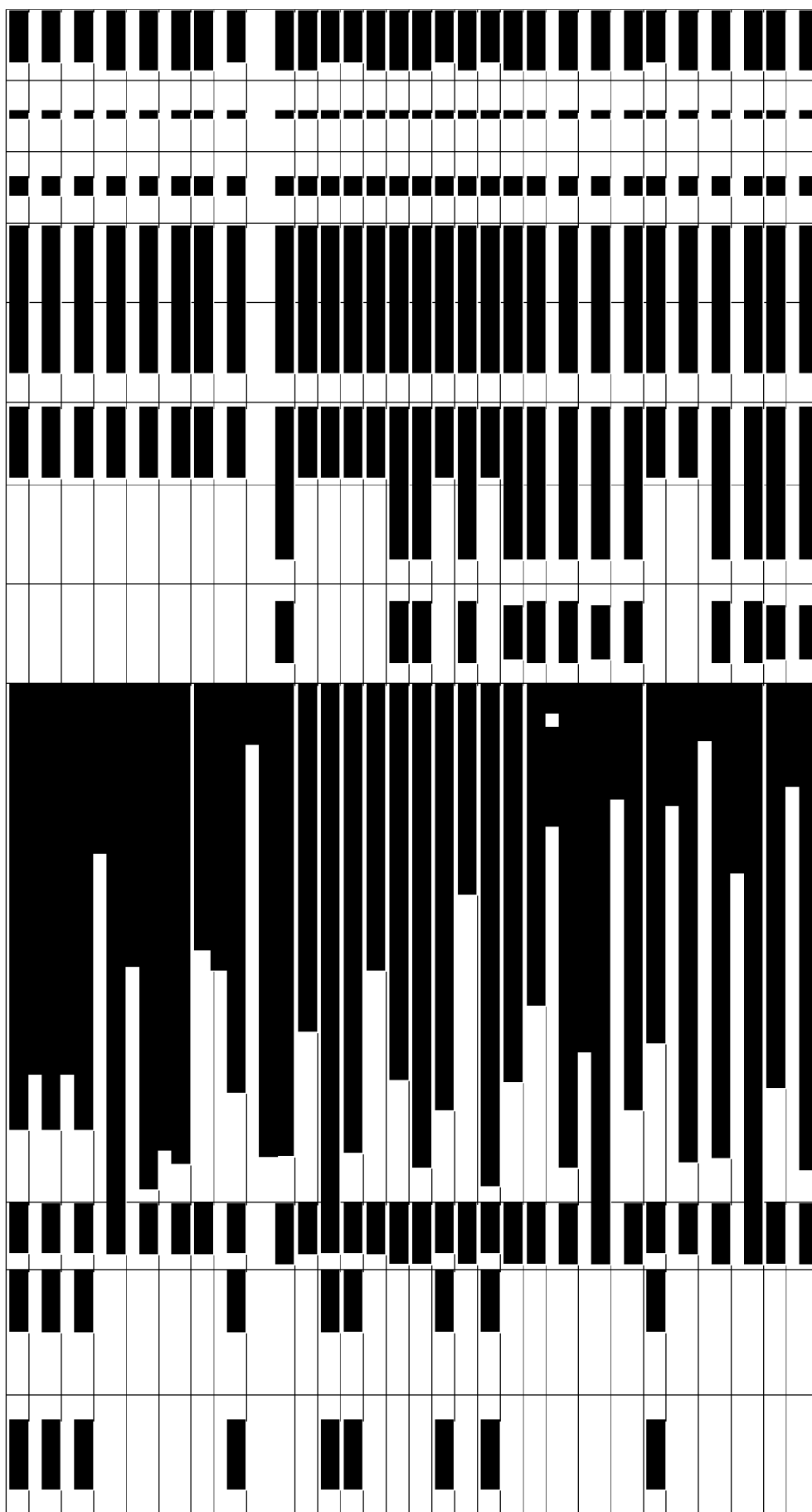


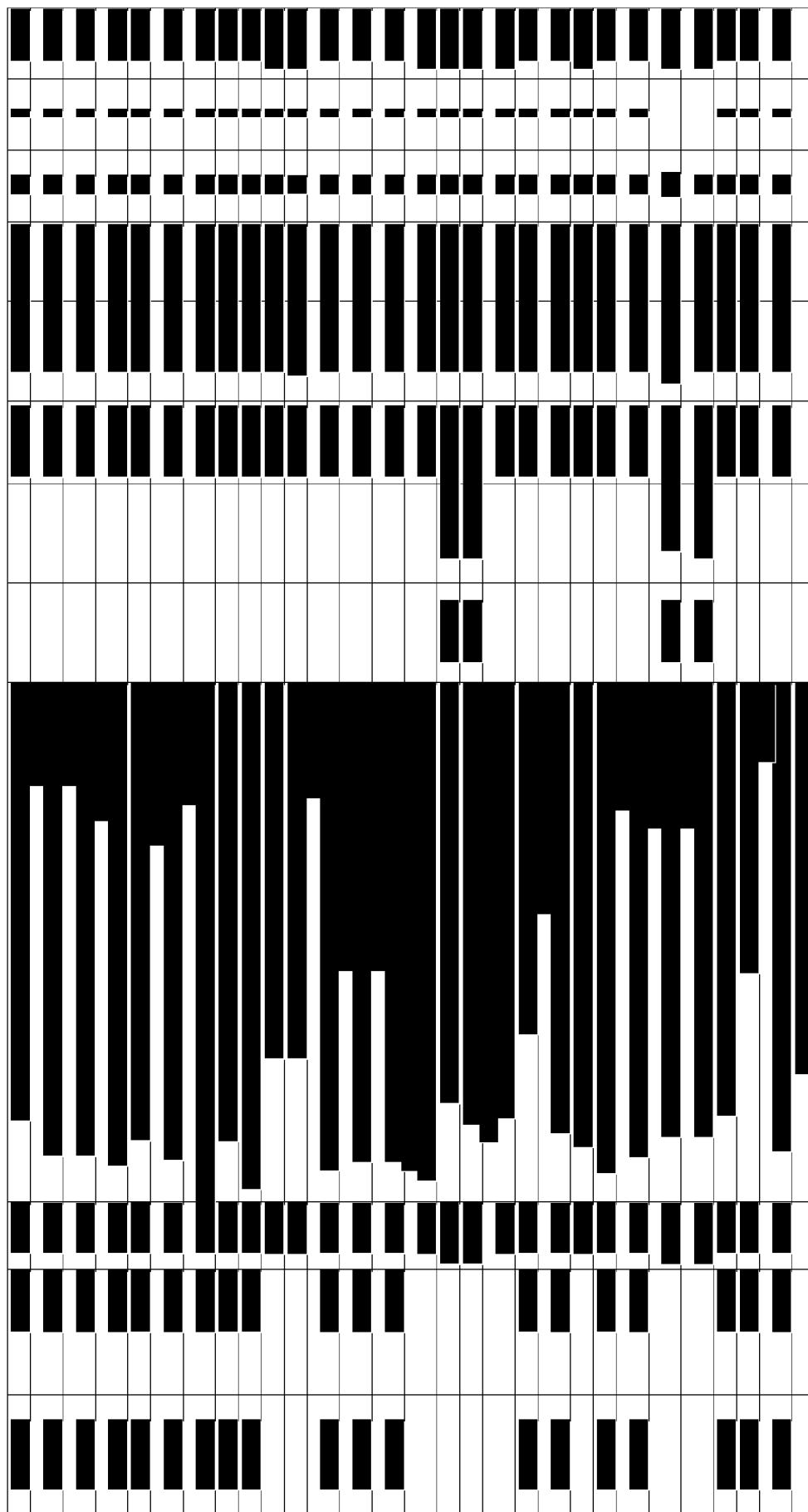


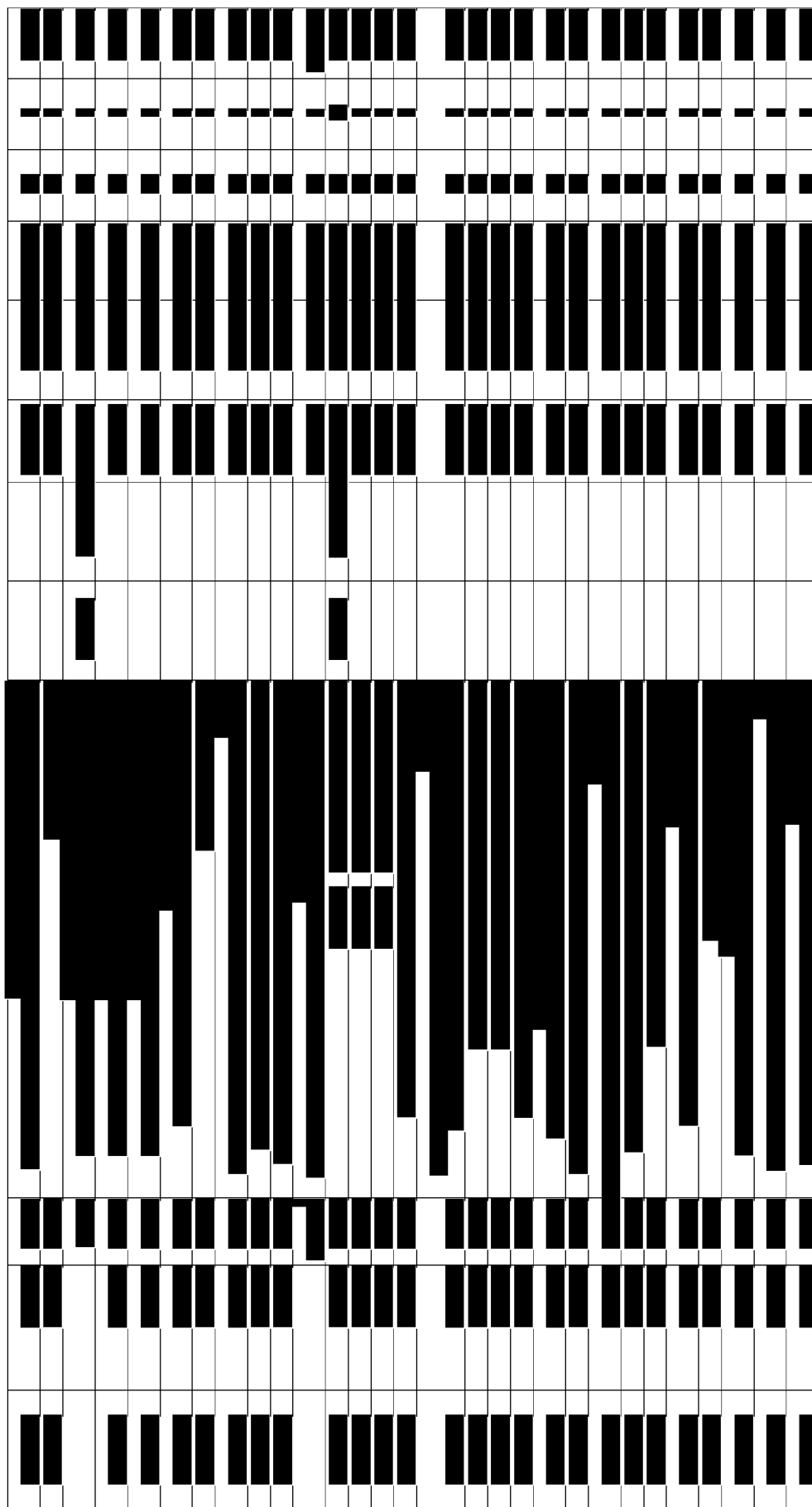


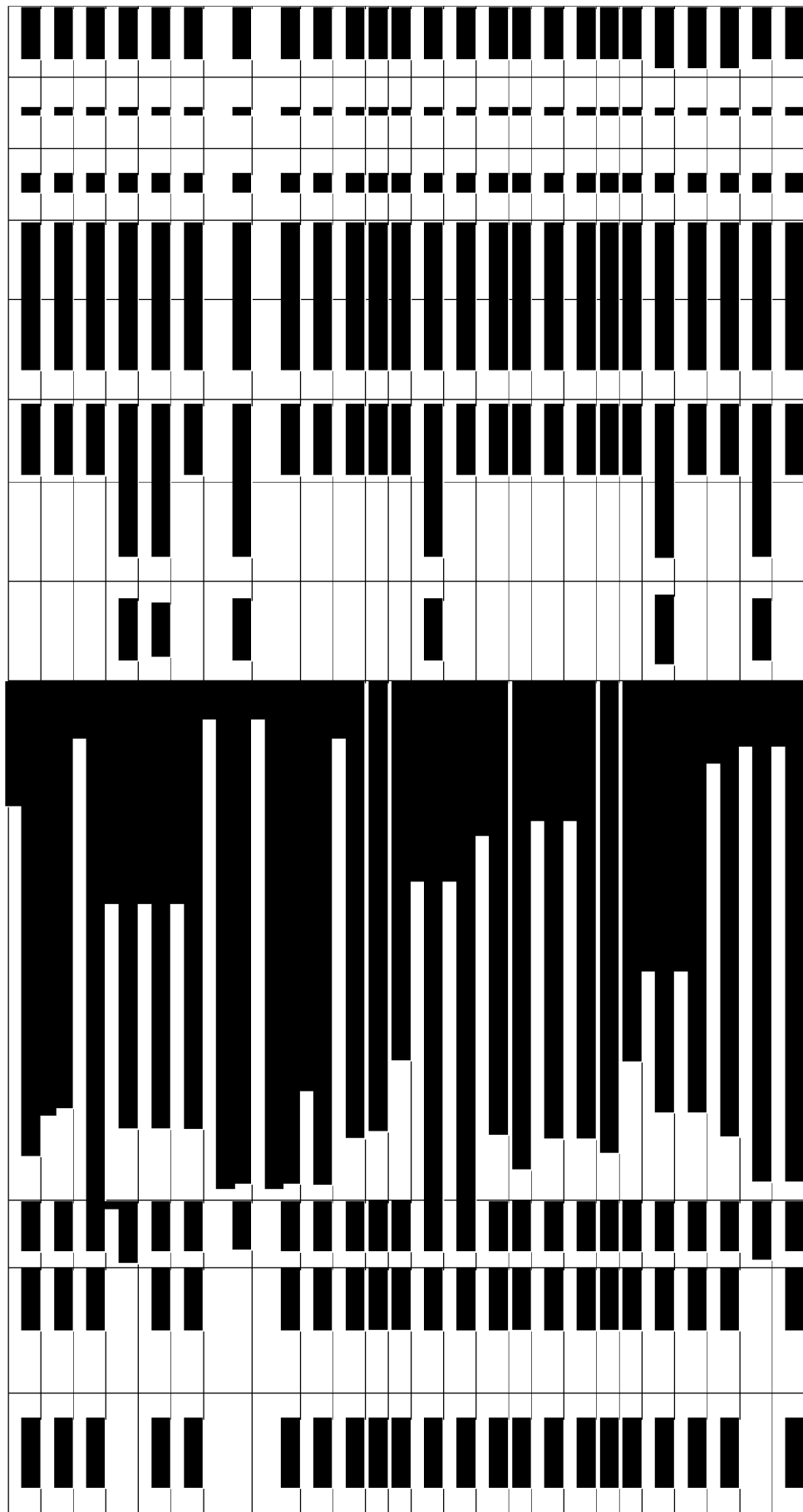


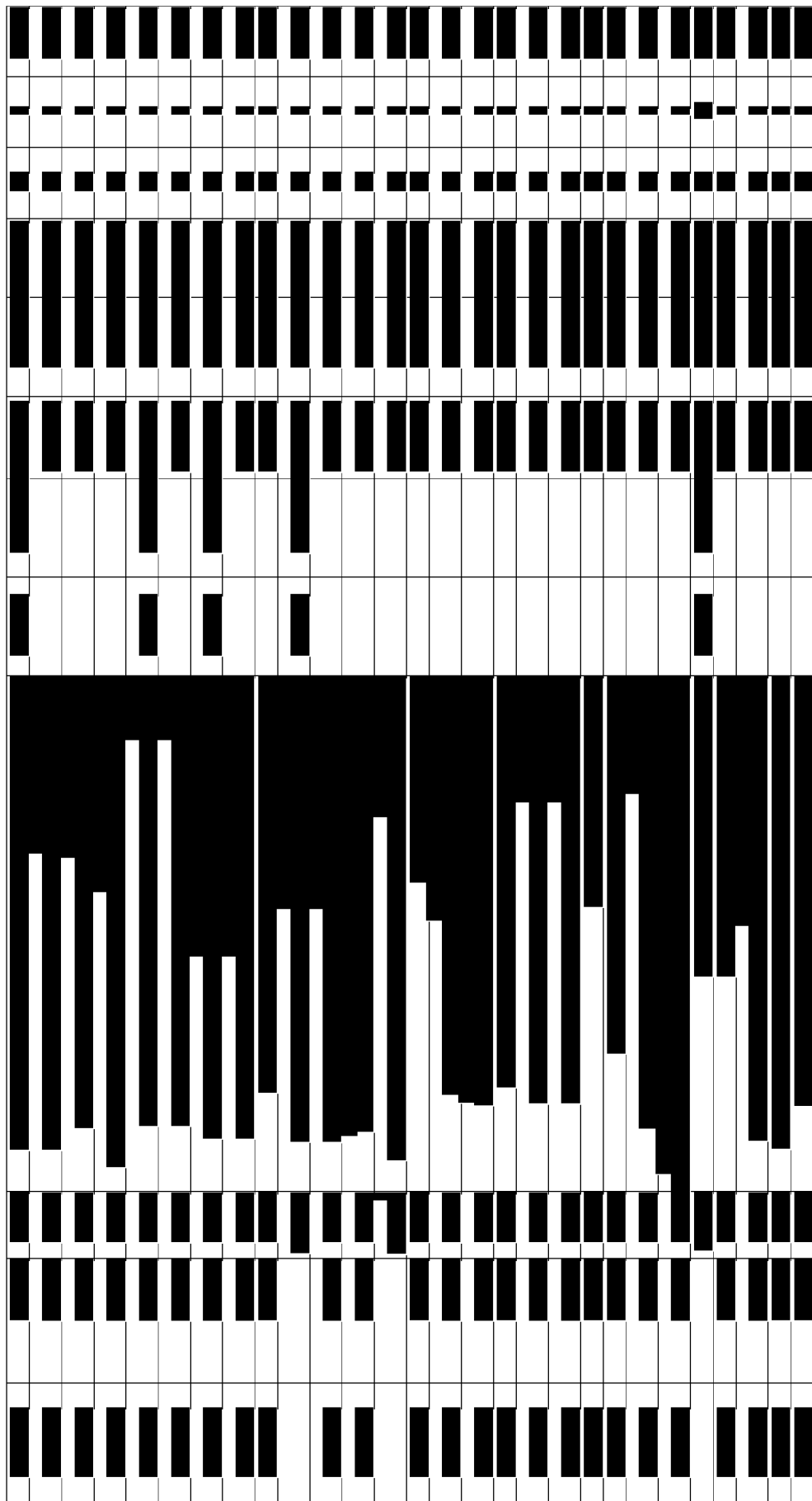


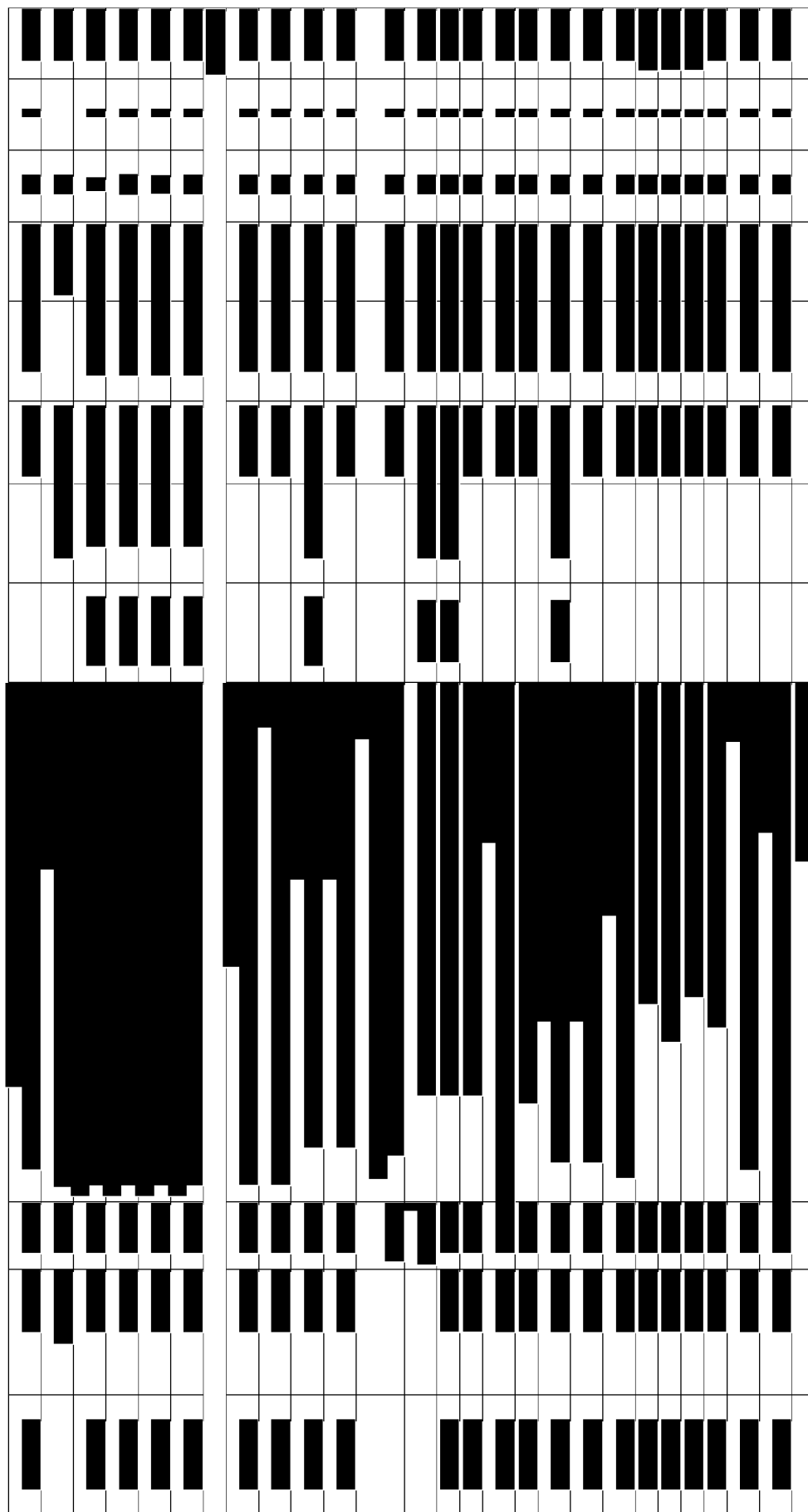


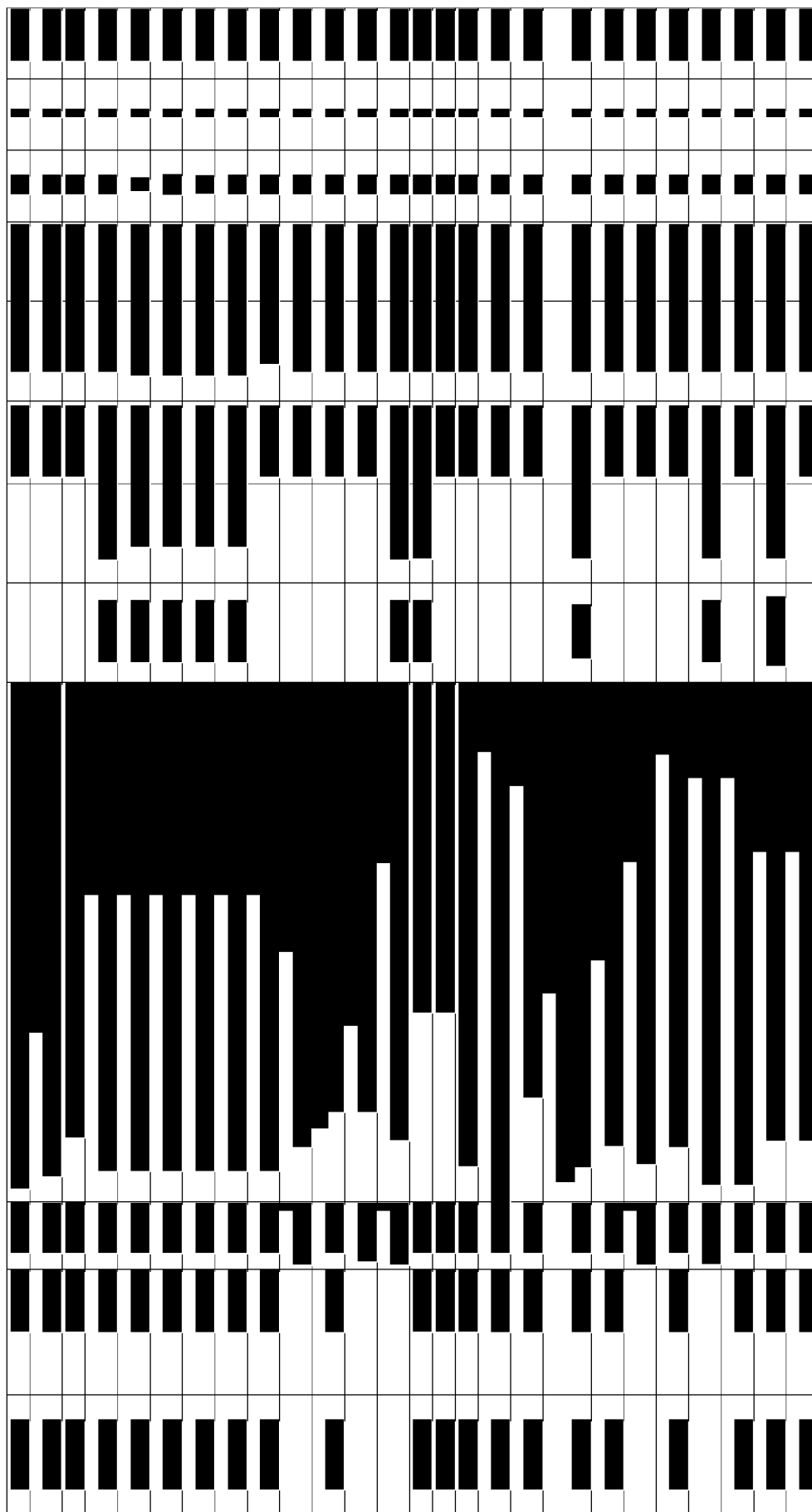


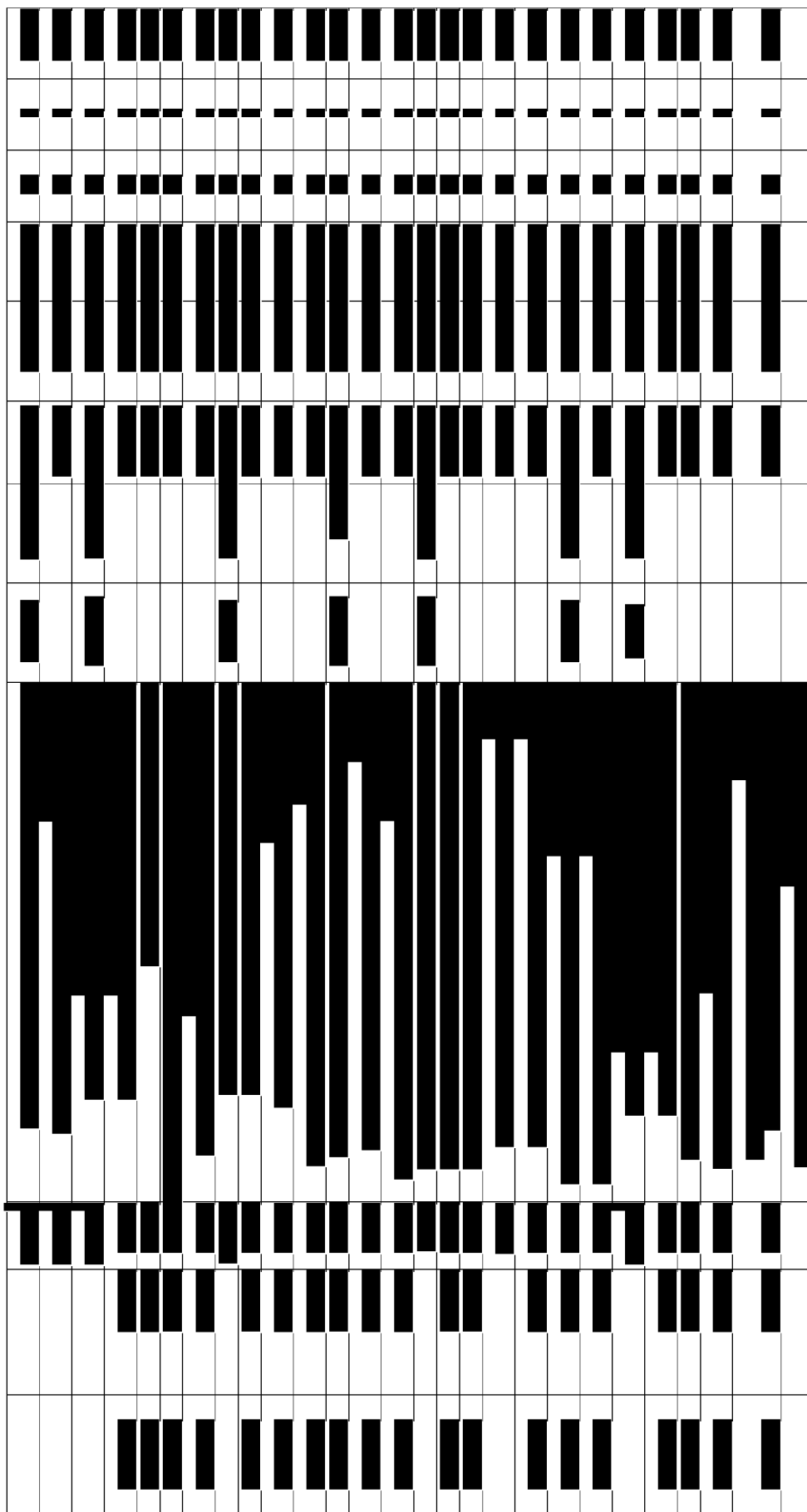


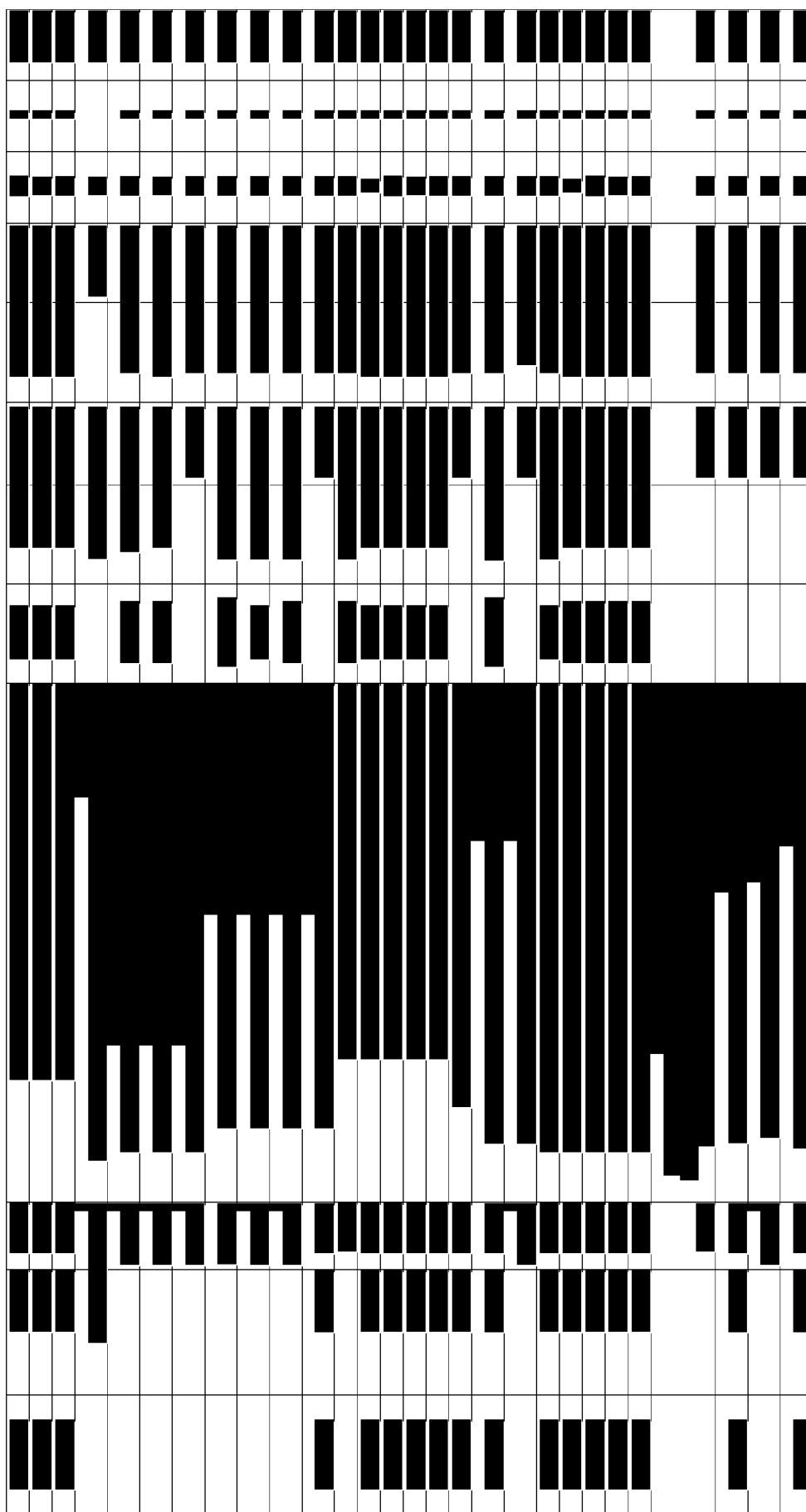


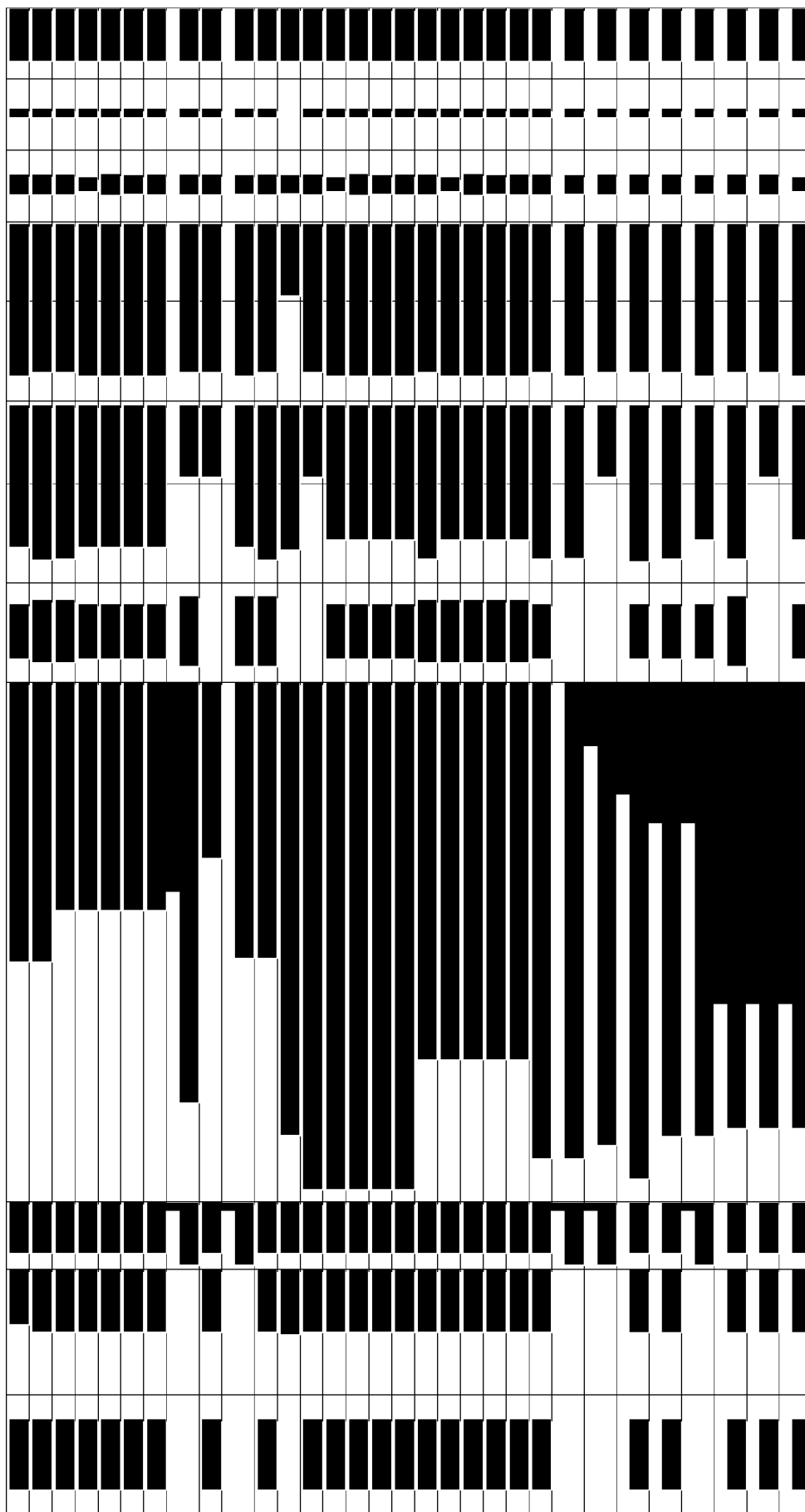


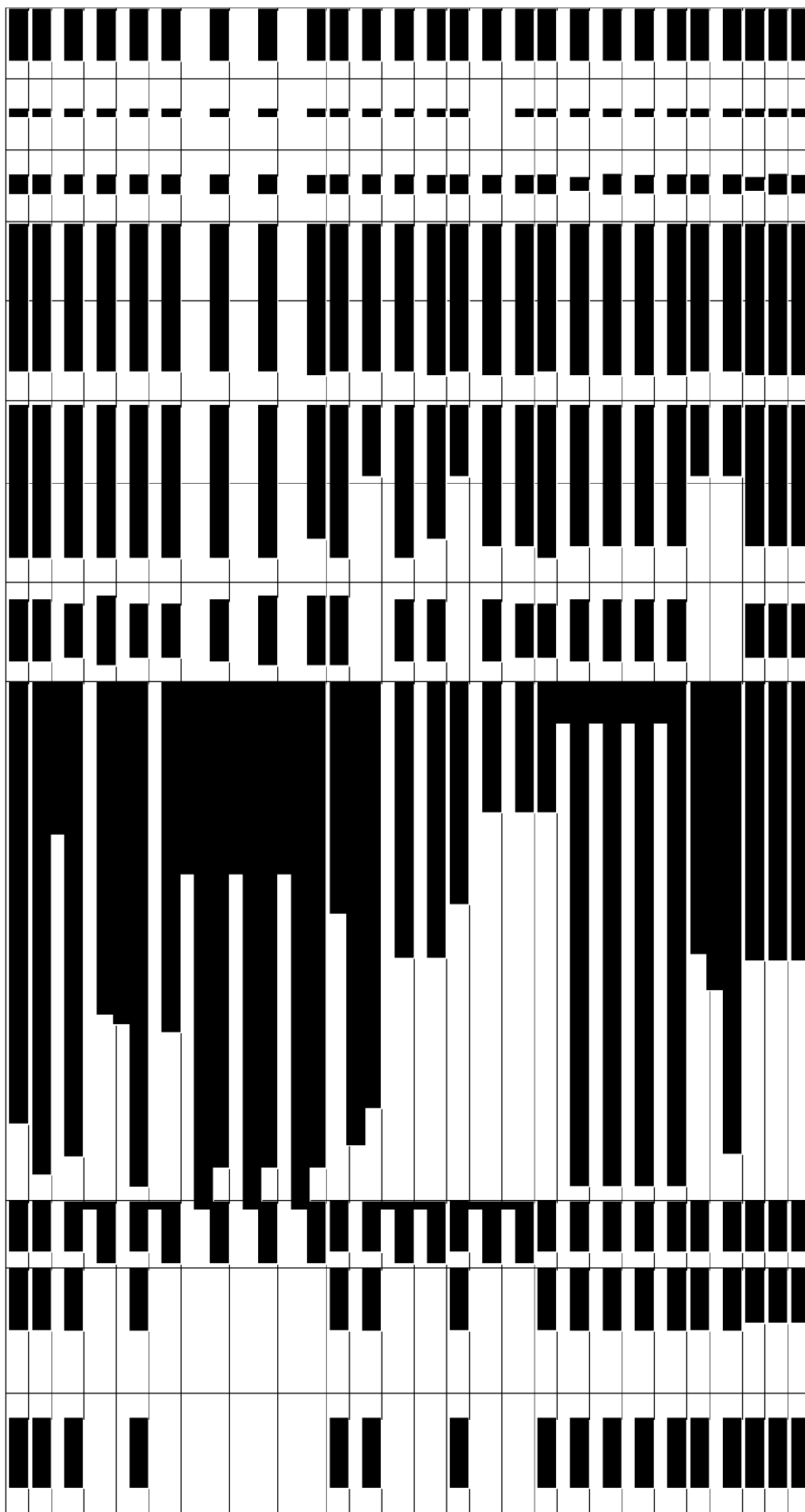


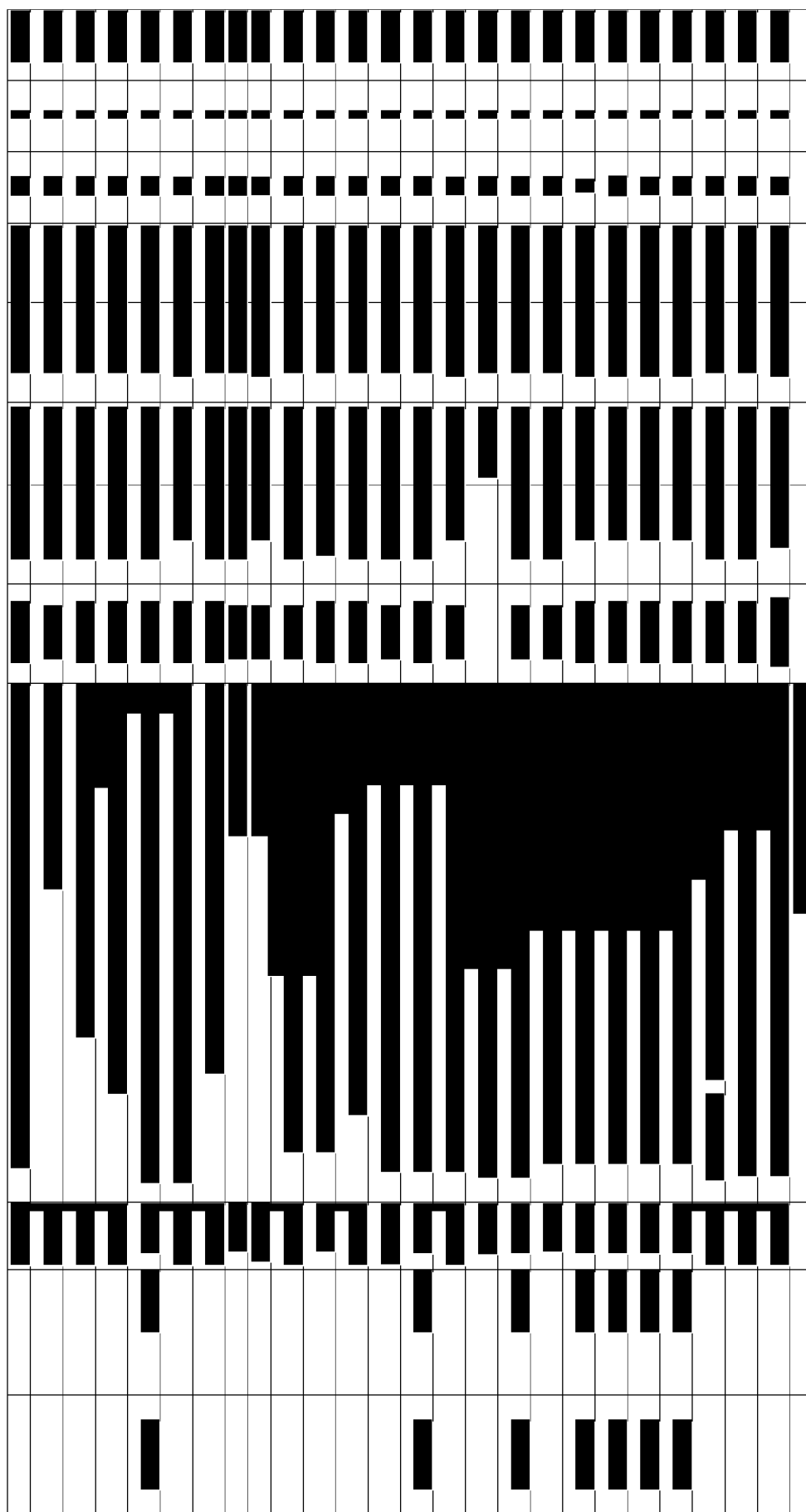


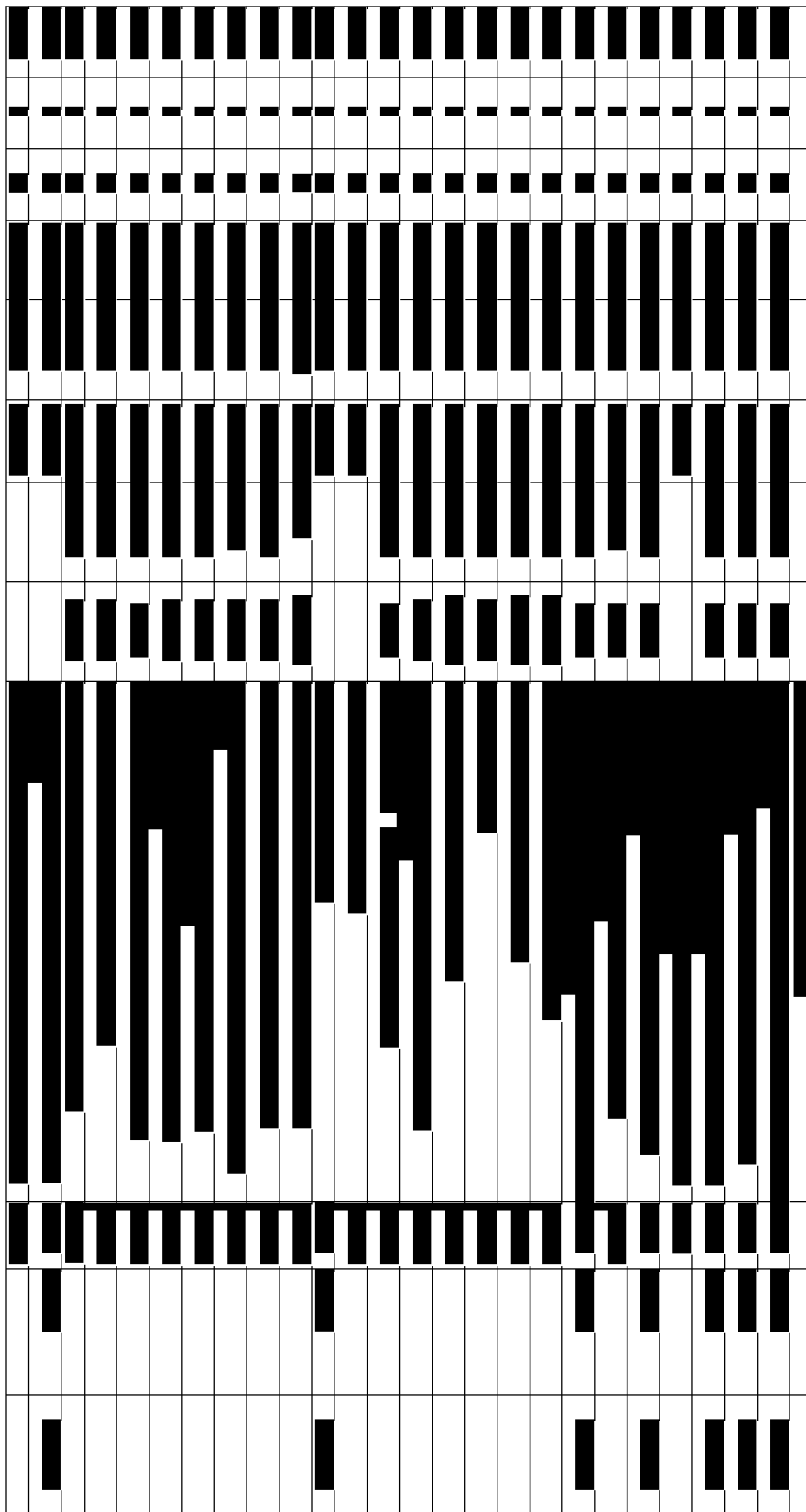


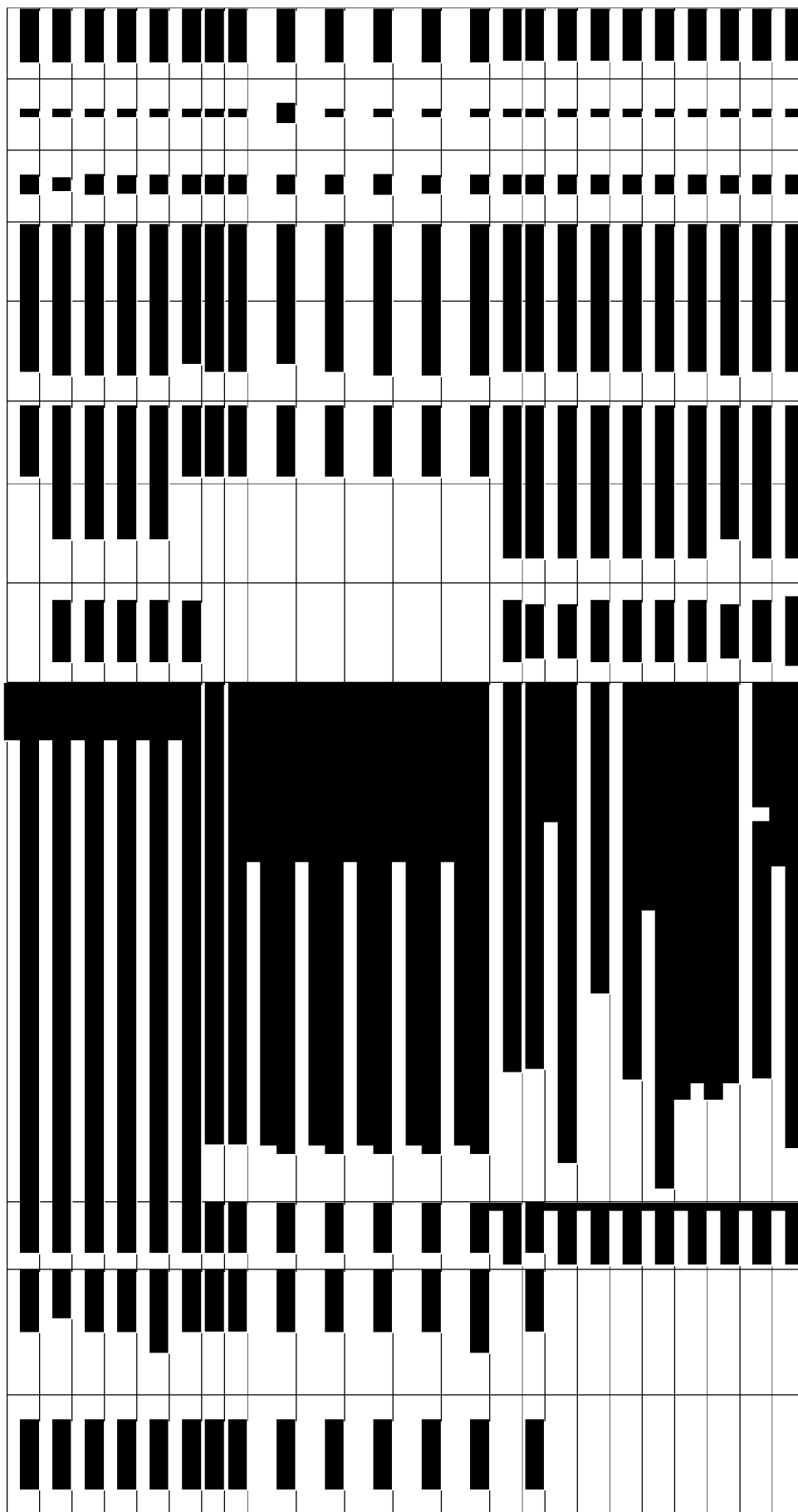


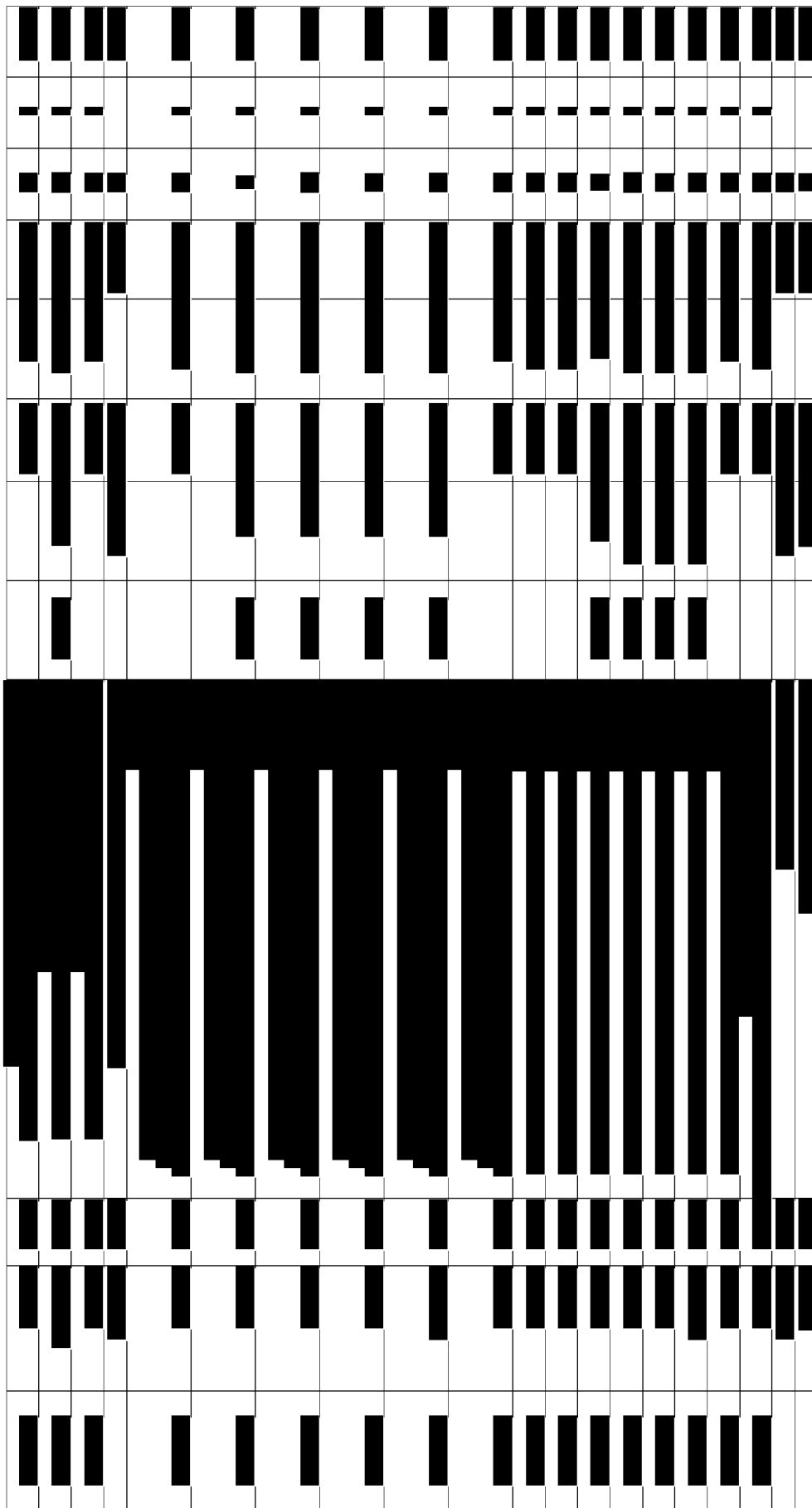




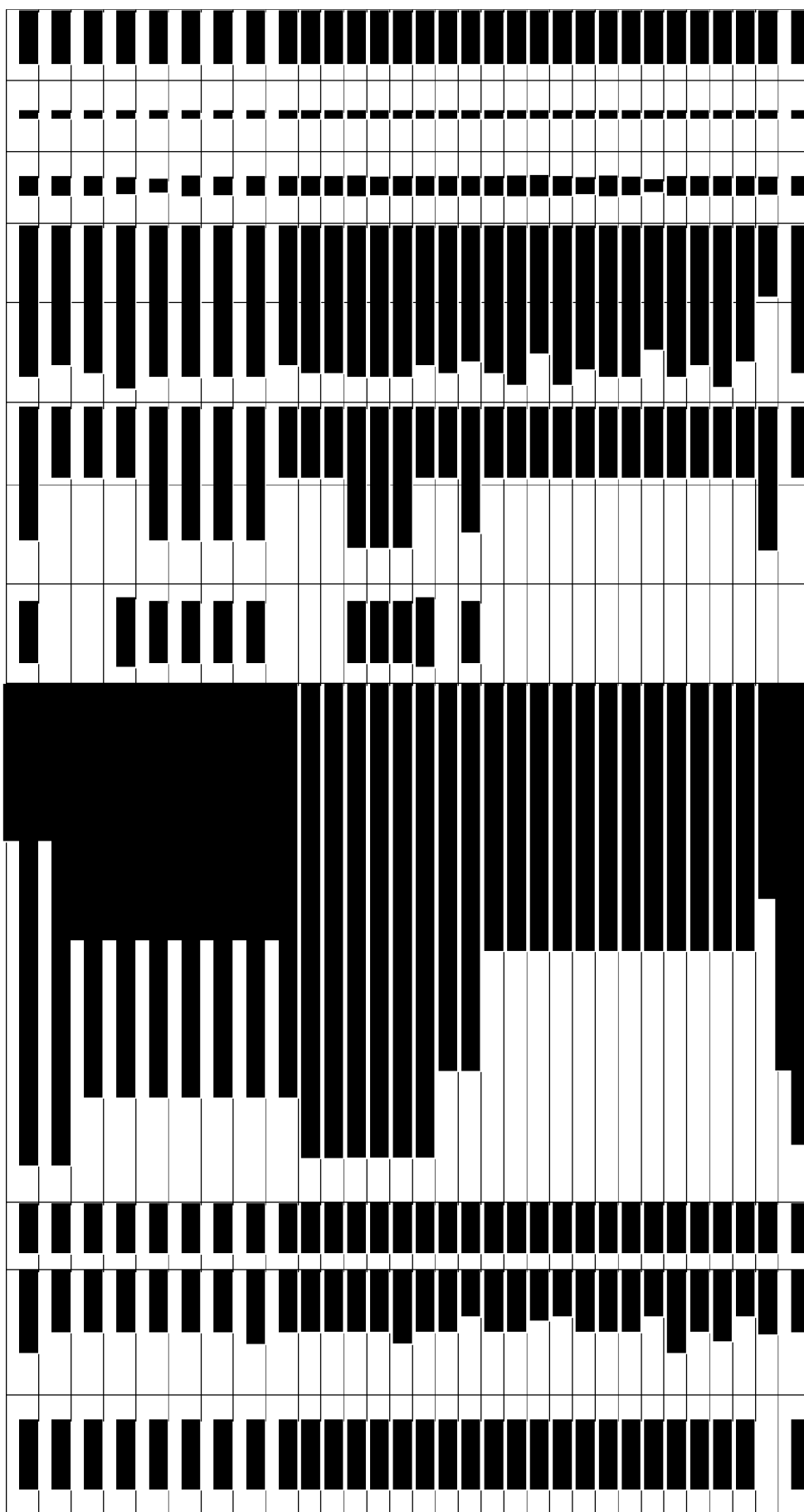


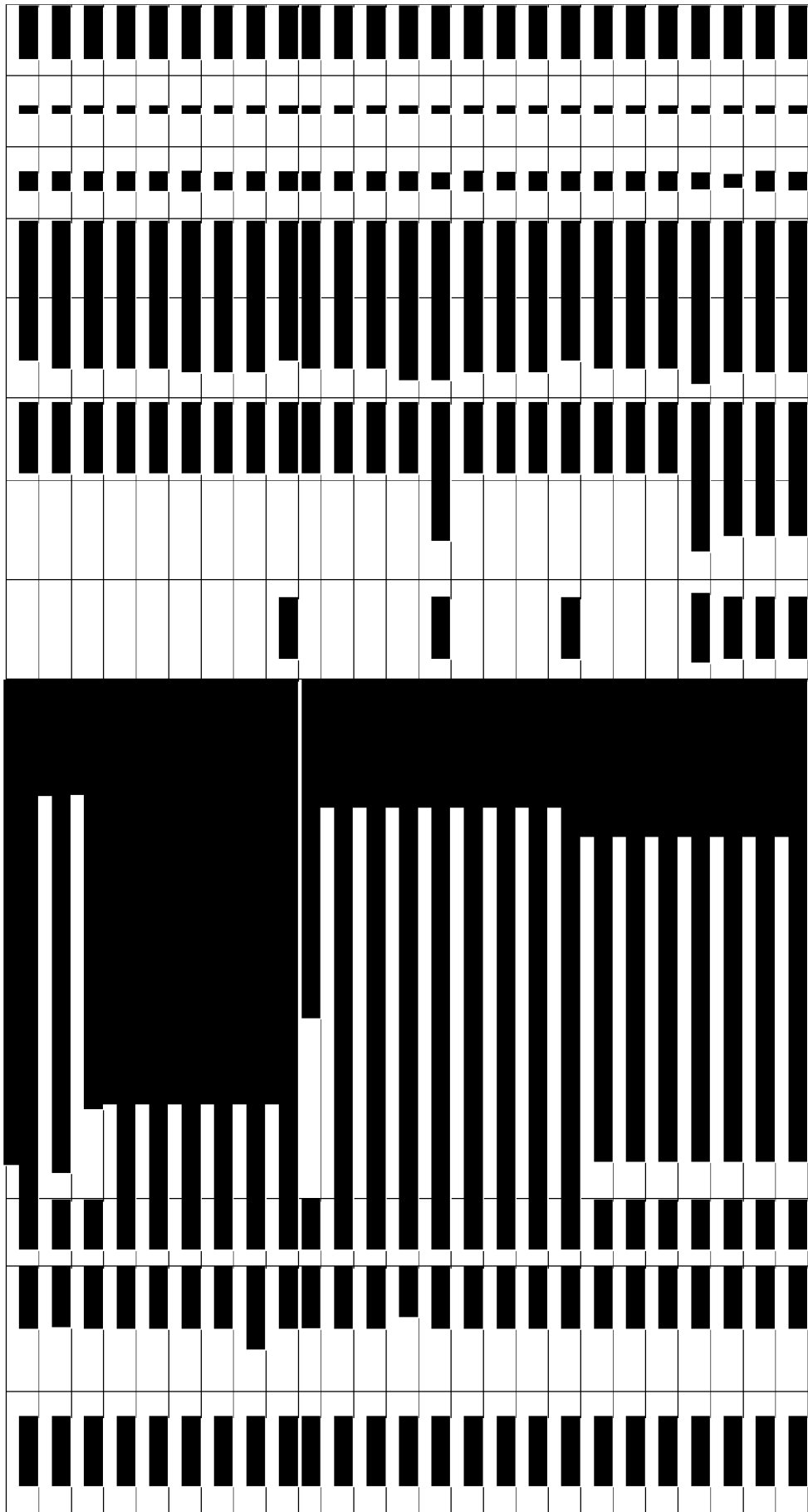


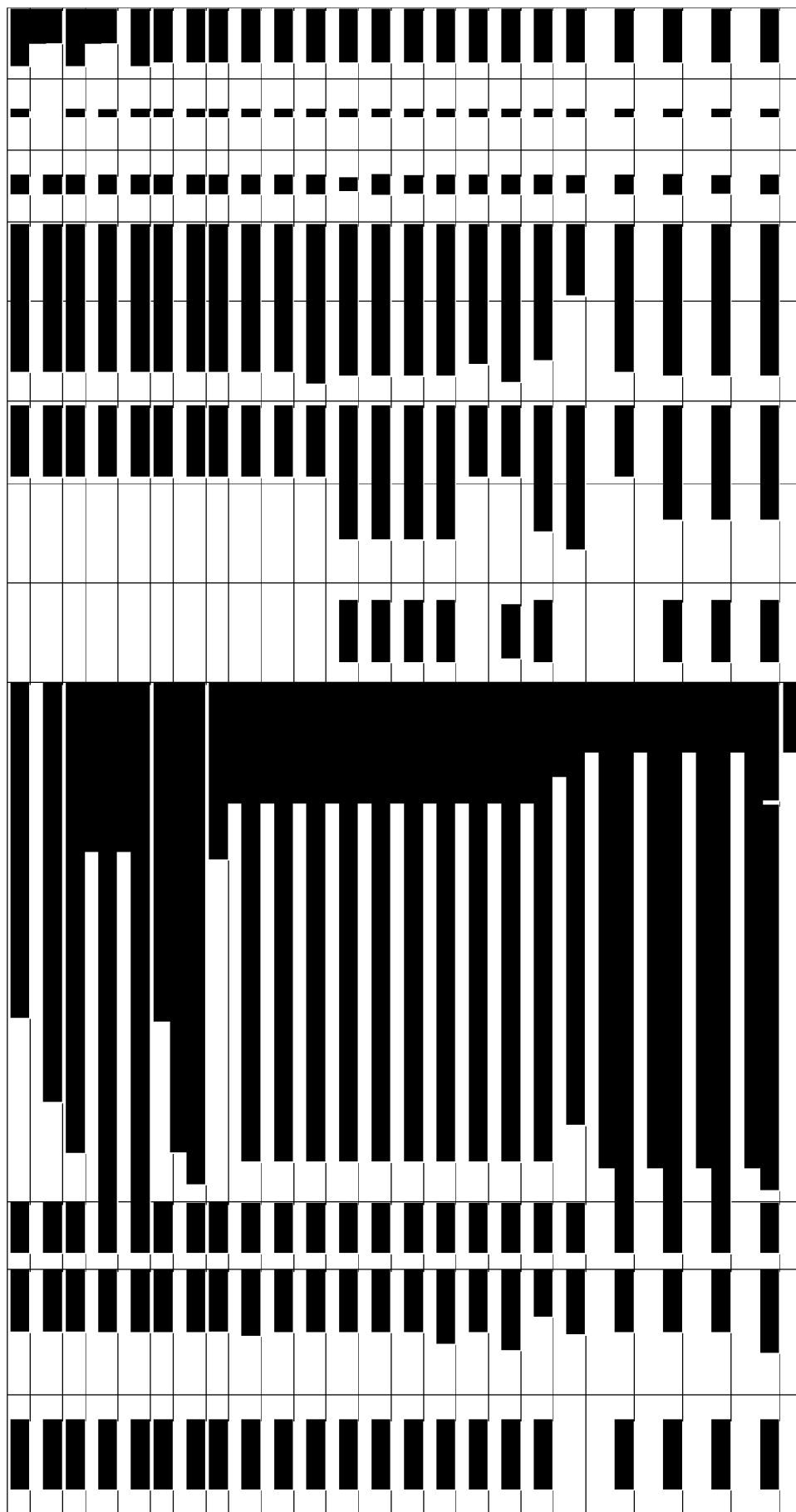


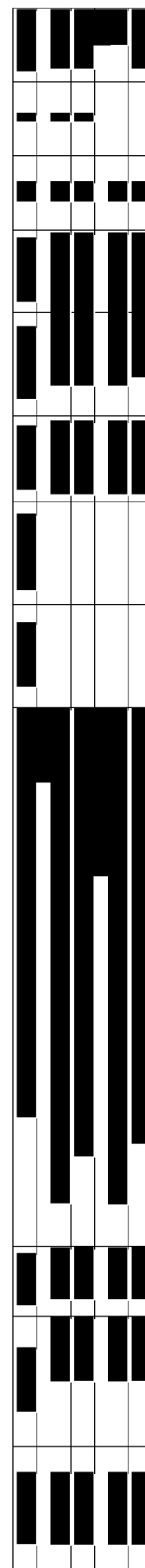


30









APPENDIX C

CPTN PATENT ASSIGNMENT AGREEMENT

This CPTN PATENT ASSIGNMENT AGREEMENT, dated SEP 9, 2011 (this "Agreement"), is entered into by and between CPTN Holdings LLC ("Assignor") and Oracle International Corporation ("Assignee"). Both Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, Assignor entered into a Patent License Agreement by and among Assignor, Apple Inc., EMC Corporation, Microsoft Corporation and Oracle Corporation dated as of November 21, 2010 (the "PLA"); and

WHEREAS, pursuant to the terms of the PLA, Assignor wishes to assign certain rights to Assignee and Assignee wishes to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as set forth herein.

Assignor hereby sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all right, title and interest Assignor has in and to certain patents and patent applications which are listed on attached Schedule 1 ("Assigned Patents"), including without limitation, any and all legal rights entitled by the original owner of the Assigned Patents and all rights of Assignor to collect royalties under such Assigned Patents, to prosecute all existing Assigned Patents worldwide, to apply for additional patents worldwide and to have Assigned Patents and such additional patents issued in the name of Assignee.

In addition, Assignor hereby sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all right, title and interest to sue for past, present and future infringement of the Assigned Patents, including without limitation all right, title and interest in and to all causes of action and enforcement rights, whether known, unknown, pending, filed, or otherwise, in respect of the Assigned Patents, and all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Assigned Patents.

In addition, Assignor hereby sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, (i) all right, title and interest to apply (or continue prosecution) in any and all countries of the world for patents, design patents, utility models, certificates of invention or other governmental grants for the Assigned Patents, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, European Patent Convention or any other convention, treaty, agreement or understanding, and (ii) the rights, if any, to revive and/or continue prosecution of any abandoned lapsed, rejected, cancelled, expired or unenforceable Assigned Patents.

Concurrently herewith, Assignor is delivering to Assignee a Confirmation of Patent Assignment in the form attached hereto as Exhibit A, duly executed by Assignor, evidencing the foregoing assignments.

Notwithstanding anything herein to the contrary, Assignee agrees that this Agreement and the rights granted herein shall be subject to the terms and conditions of the PLA, including, without limitation, the licenses, releases and covenants granted therein, and that Assignee shall require any subsequent assignee of all or any part of such rights to acknowledge the same in writing and to require such acknowledgement in connection with any further assignment of such rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention or equivalent which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Agreement shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

[Signature Page Follows]

IN WITNESS WHEREOF this Agreement is executed at Pedmond Wa on
Sept 9 2011

ASSIGNOR

By: [Signature]

Name: Ben Dindorf

Title: Manager

(Signature MUST be notarized)

ASSIGNEE

By: [Signature]

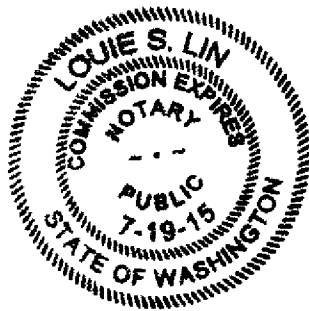
Name: Brian S. Higgins


Title: Vice President

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Benjamin O. Orndorff is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Manager of CPTN Holdings LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 9th day of September, 2011.





LOUIE S. LIN – NOTARY PUBLIC
In and for the State of Washington, USA.
Residing at Mercer Island, Washington, USA.
My Appointment expires: July 19, 2015

EXHIBIT A – CONFIRMATION OF PATENT ASSIGNMENT

This **CONFIRMATION OF PATENT ASSIGNMENT**, dated SEP. 9, 2011 (this "*Confirmation of Assignment*"), is executed by CPTN Holdings LLC ("*Assignor*") for the benefit of Oracle International Corporation ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to a CPTN Patent Assignment Agreement dated as of SEP. 9, 2011 (the "*CPTN Agreement*"), pursuant to which Assignor has Assigned to Assignee all of its right, title and interest in certain patents as set forth herein and in the CPTN Agreement;

WHEREAS, pursuant to the CPTN Agreement, Assignor is required to deliver this Confirmation of Assignment to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby confirms that, pursuant to the CPTN Agreement, it has as of the date hereof sold, assigned, transferred, and conveyed to Assignee all right, title and interest Assignor has in and to certain patents and patent applications which are listed on attached Schedule 1 (the "*Assigned Patents*").

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention or equivalent which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein.

[Signature Page Follows]

IN WITNESS WHEREOF this Assignment is executed at Redmond WA on Sept 9, 2011.

ASSIGNOR

By:

Name:

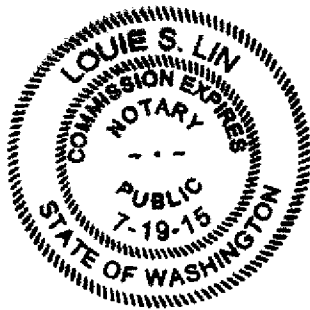
Title:


(Signature MUST be notarized)

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

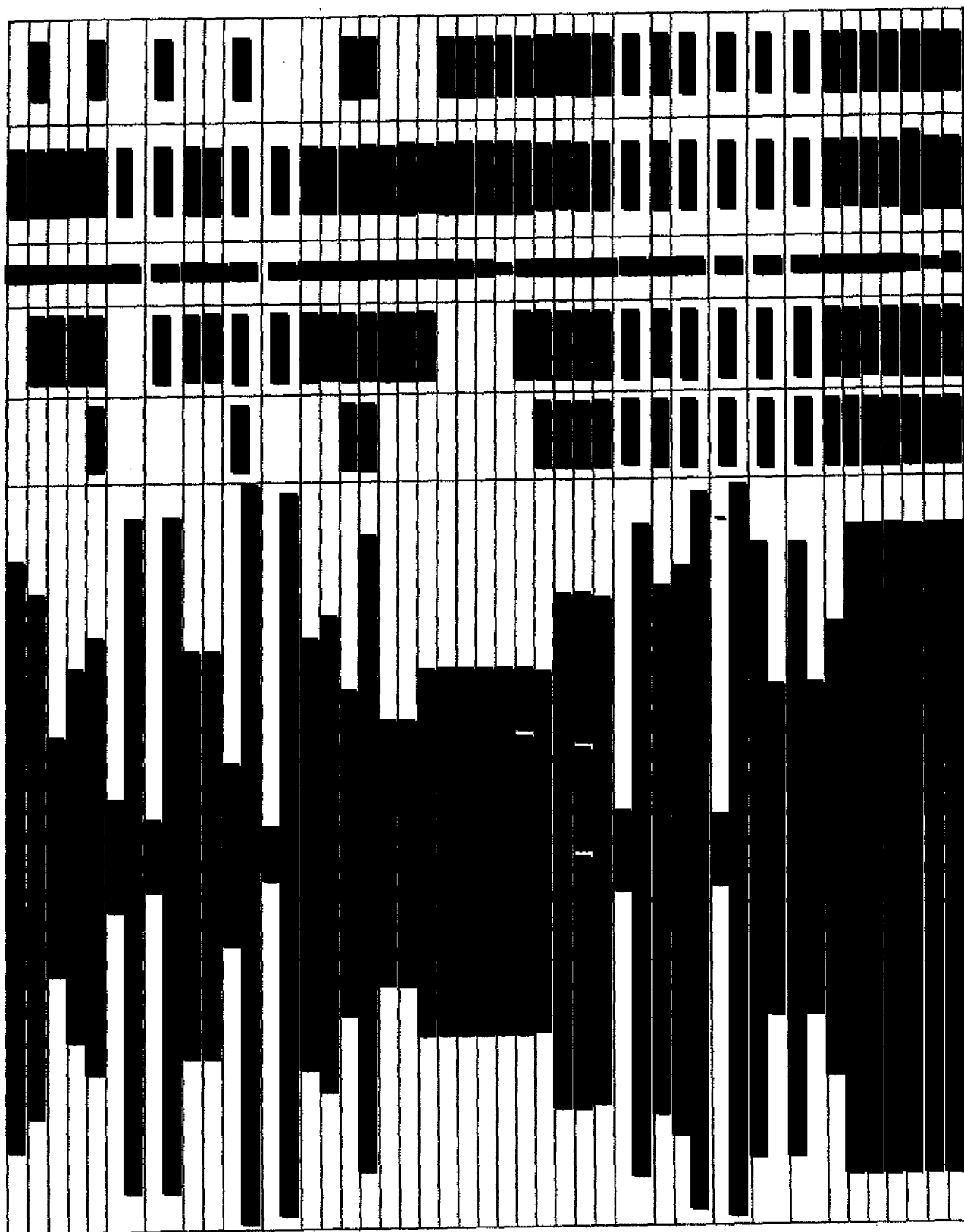
I certify that I know or have satisfactory evidence that Benjamin O. Orndorff is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Manager of CPTN Holdings LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

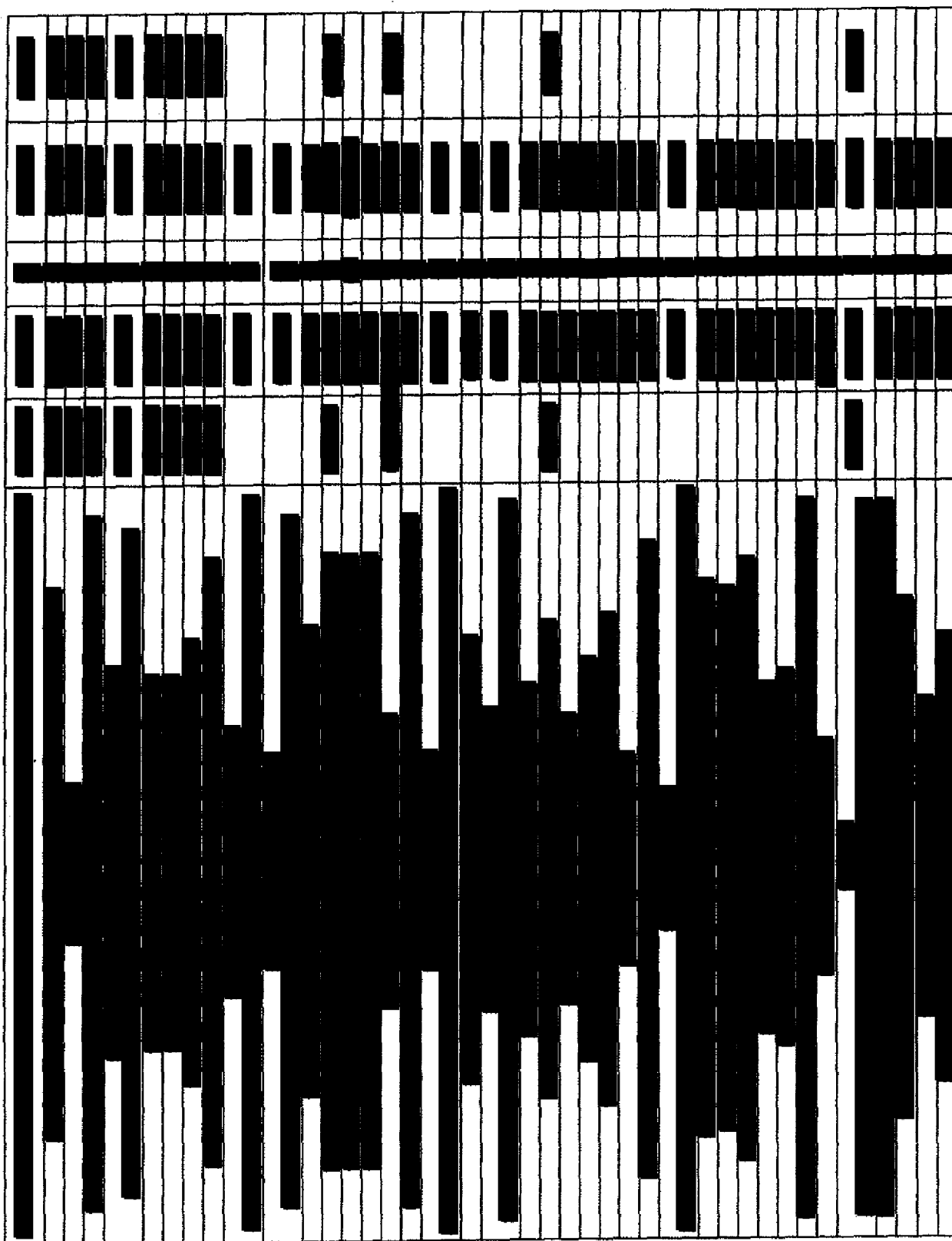
Dated this 9th day of September, 2011.

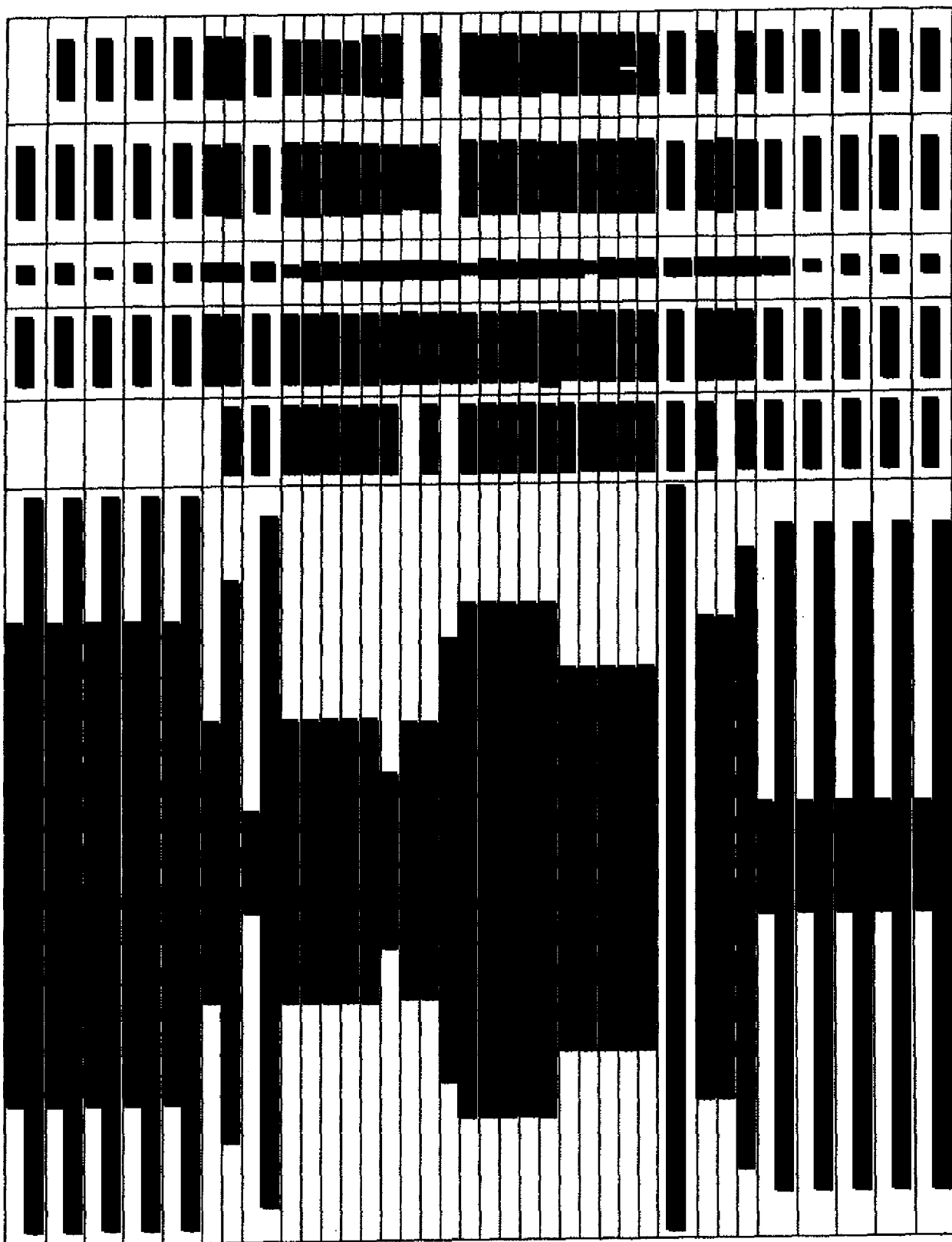


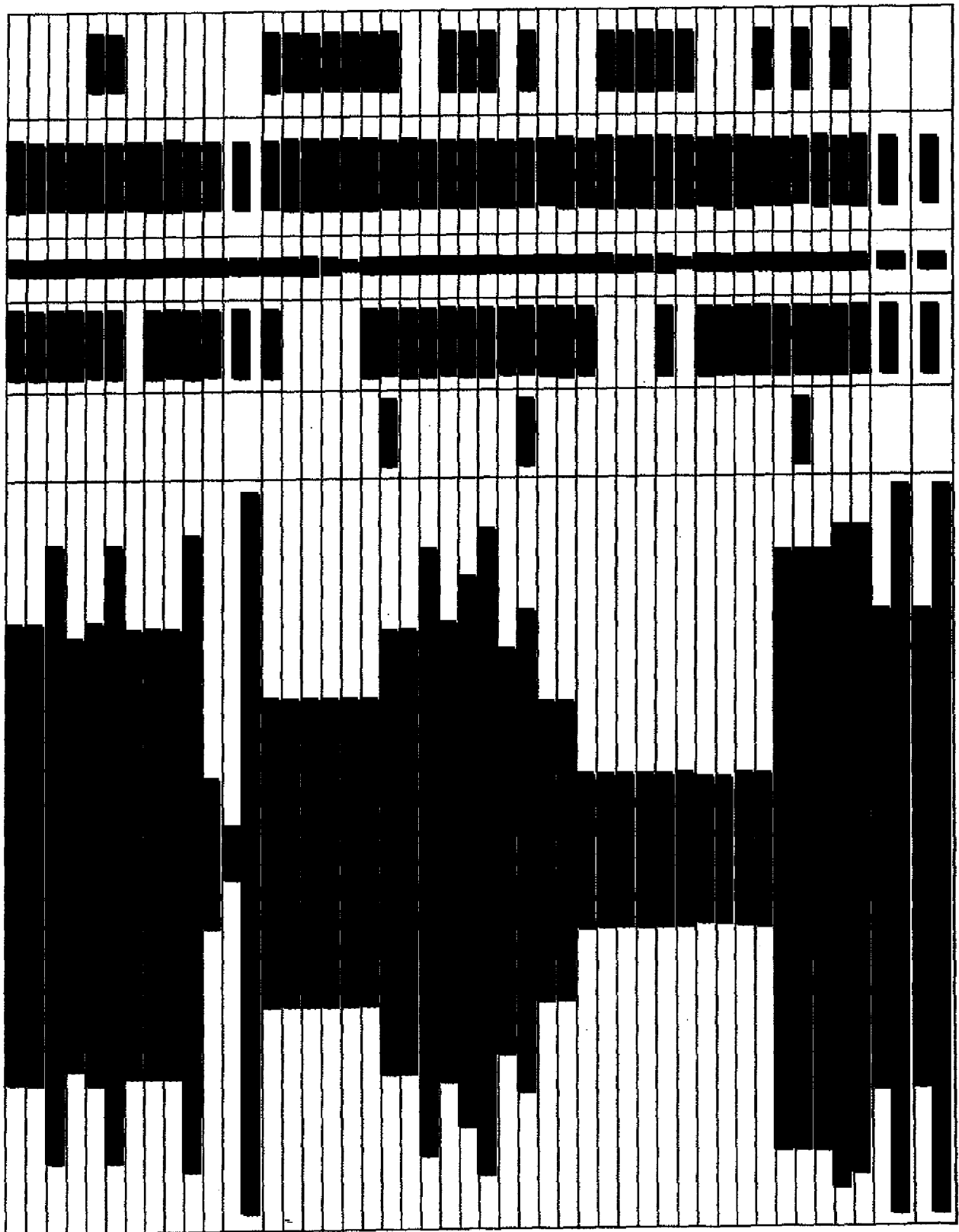

LOUIE S. LIN – NOTARY PUBLIC
In and for the State of Washington, USA.
Residing at Mercer Island, Washington, USA.
My Appointment expires: July 19, 2015

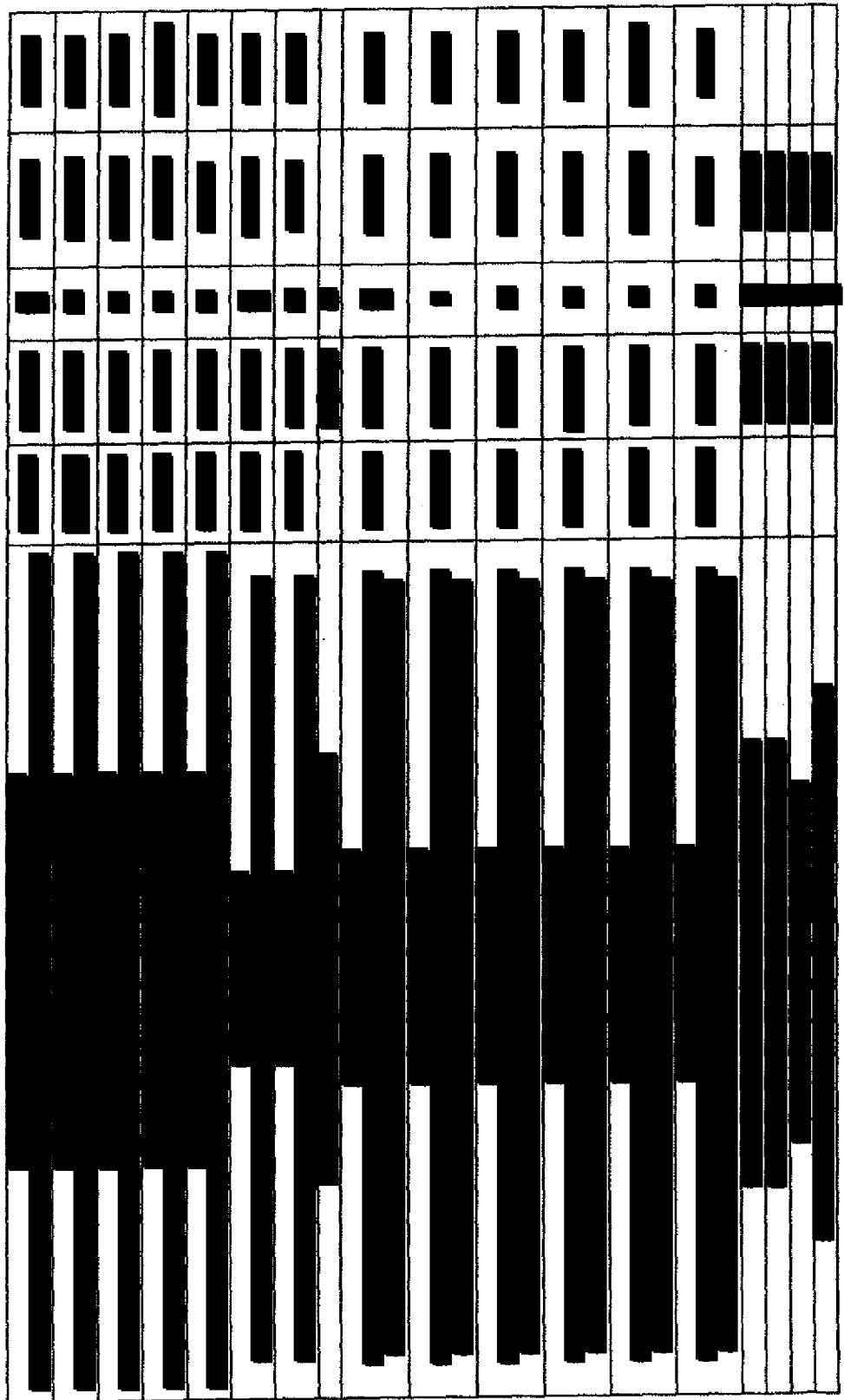
[illegible]











STATEMENT OF OWNERSHIP
U.S. Application No. 10/765,523 / US Patent No. 7,299,493

Oracle International Corporation ("OIC") hereby states that it is the current Assignee and owner of the entire right, title and interest in the patent application and corresponding patent identified below:

Application No.	Filing Date	Title	Patent No.	Issue Date
10/765,523	01/27/2004	TECHNIQUES FOR DYNAMICALLY ESTABLISHING AND MANAGING AUTHENTICATION AND TRUST RELATIONSHIPS	7,299,493	11/20/2007

Documents evidencing chain of title to OIC

The chain of title from the inventors to OIC for the above-referenced patent application (application no. 10/765,523) and corresponding patent (US 7,299,493) is evidenced by the documents identified below.

(1) USPTO Patent Assignment Abstract of Title for 10/765,523 (attached as Appendix A)

This document, as downloaded from the USPTO website, shows the following chain of title to OIC:

(a) Assignment from inventors Lloyd Leon Burch, Douglas G. Earl, Stephen R. Carter, and Robert Mark Ward to Novell, Inc., executed on 01/23/2004 and 01/26/2004, and recorded on 01/27/2004 at Reel/Frame 014936/0830.

(b) Assignment from Novell, Inc. to CPTN Holdings LLC, executed on 04/27/2011, and recorded on 01/29/2013 at Reel/Frame 029715/0243.

(c) Assignment from CPTN Holdings LLC to Oracle International Corporation, executed on 09/09/2011, and recorded on 01/29/2013 at Reel/Frame 029715/0621.

(2) Copy of the Patent Assignment from Novell, Inc. to CPTN Holdings LLC dated April 27, 2011, for 10/765,523 (attached as Appendix B)

This Patent Assignment was executed on April 27, 2011, and recites that Novell, Inc. (Assignor) sells, assigns, transfers and conveys to CPTN Holdings LLC (Assignee) all right, title, and interest in patents and patent applications listed in Exhibit A attached to the Patent Assignment as of November 21, 2010 (the Effective Date). The above-referenced application no. 10/765,523 is listed in Exhibit A (see page 27 of Appendix B).

(3) Copy of the Patent Assignment from CPTN Holdings LLC to Oracle International Corporation dated September 9, 2011 for 10/765,523 (attached as Appendix C)

This Patent Assignment was executed on September 9, 2011, and recites that CPTN Holdings LLC (Assignor) sells, assigns, transfers and conveys to Oracle International Corporation (OIC) (Assignee) all right, title, and interest in patents and patent applications listed in Schedule 1 thereto. The above-referenced application no. 10/765,523 is listed in Schedule 1 (see page 11 of Appendix C).

Erroneous recordings of Liens and Security Interests made subsequent to November 21, 2010

The USPTO Patent Assignment Abstract of Title document (Appendix A) shows two security interest grants and corresponding releases thereof recorded against the above-referenced patent application AFTER the Effective Date of November 21, 2010, when Novell, Inc. (Assignor) sold, assigned, transferred and conveyed all right, title, and interest in above referenced application no. 10/765,523 to CPTN Holdings LLC (Assignee) as per the Patent Assignment from Novell, Inc. to CPTN Holdings LLC dated April 27, 2011 (attached as Appendix B). These security interest grants and corresponding releases are not valid and their recordings erroneous for the reasons stated below.

The following is a list of these erroneously recorded security interests and releases, as shown in Appendix A:

Grant of Patent Security Interest First Lien from Novell, Inc. to Credit Suisse AG, executed 05/22/2012, and recorded on May 23, 2012, at Reel/Frame 028252/0216;

Grant of Patent Security Interest Second Lien from Novell, Inc. to Credit Suisse AG, executed 05/22/2012, and recorded on May 23, 2012 at Reel/Frame 028252/0316;

Release of Security Interest recorded at Reel/Frame 028252/0316 by Credit Suisse AG to Novell, Inc., executed 11/20/2014, and recorded on November 24, 2014, at Reel/Frame 034469/0057;

Release of Security Interest recorded at Reel/Frame 028252/0216 by Credit Suisse AG to Novell, Inc., executed 11/20/2014, and recorded on November 24, 2014, at Reel/Frame 034470/0680.


The noted security interests from Novell, Inc. to Credit Suisse AG were executed on May 22, 2012. As of May 22, 2012, Novell, Inc. had no right, title, or interest in the above-referenced patent application no. 10/765,523. Novell, Inc. had already assigned all its right, title, and interest in the above-referenced patent application no. 10/765,523 to CPTN Holdings LLC as of November 21, 2010 (the Effective Date). Accordingly, Novell, Inc. had no right to grant the security interests to Credit Suisse AG on May 22, 2012. The grant of the security interests and their subsequent releases, and the recordings of the security interests and the releases thereof were in error.

Conclusion

This Statement of Ownership is being filed and recorded with the USPTO to assert and clarify that OIC is the current Assignee and sole owner of the entire right, title and interest in the above-referenced patent application no. 10/765,523 and corresponding US patent no. 7,299,493, and that such patent application and corresponding patent are currently free of any security interest, lien or other encumbrance.

Dated: _____

9/29/10



Kim Kanzaki
Vice President, Oracle International
Corporation

APPENDIX A

10/765,523	TECHNIQUES FOR DYNAMICALLY ESTABLISHING AND MANAGING AUTHENTICATION AND TRUST RELATIONSHIPS	1565.070US1	07-15- 2020:11:01:48
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Patent Assignment Abstract of Title

Total Assignments: 7

Application #: 10765523 Filing Dt: 01/27/2004 Patent #: 7299493 Issue Dt: 11/20/2007
PCT #: NONE Intl Reg #: Publication #: NONE Pub Dt:

Inventors: Lloyd Leon Burch, Douglas G. Earl, Stephen R. Carter, Robert Mark Ward

Title: TECHNIQUES FOR DYNAMICALLY ESTABLISHING AND MANAGING AUTHENTICATION AND TRUST RELATIONSHIPS

Assignment: 1

Reel/Frame: 014936 / 0830 Received: 02/04/2004 Recorded: 01/27/2004 Mailed: 08/04/2004 Pages: 6

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignors: BURCH, LLOYD LEON
EARL, DOUGLAS G.
CARTER, STEPHEN R.
WARD, ROBERT MARK

Exec Dt: 01/23/2004
Exec Dt: 01/26/2004
Exec Dt: 01/23/2004
Exec Dt: 01/23/2004

Assignee: NOVELL, INC.
1800 SOUTH NOVELL PLACE
PROVO, UTAH 84606

Correspondent: SCHWEGMAN, LUNDBERG, WOESSNER, ET AL.
JOSEPH P. MEHRLE
P.O. BOX 2938
MINNEAPOLIS, MN 55402

Assignment: 2

Reel/Frame: 029715 / 0243 Received: 01/29/2013 Recorded: 01/29/2013 Mailed: 01/30/2013 Pages: 40

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: NOVELL, INC.

Exec Dt: 04/27/2011

Assignee: CPTN HOLDINGS LLC
ONE MICROSOFT WAY
REDMOND, WASHINGTON 98052

Correspondent: ARIEL S. ROGSON
MARGER JOHNSON & MCCOLLOM, P.C. - SHARP
210 SW MORRISON STREET, SUITE 400
PORTLAND, OR 97204

Assignment: 3

Reel/Frame: 029715 / 0621 Received: 01/29/2013 Recorded: 01/29/2013 Mailed: 01/30/2013 Pages: 16

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: CPTN HOLDINGS LLC

Exec Dt: 09/09/2011

Assignee: ORACLE INTERNATIONAL CORPORATION
500 ORACLE PARKWAY
REDWOOD CITY, CALIFORNIA 94065

Correspondent: ARIEL S. ROGSON
MARGER JOHNSON & MCCOLLOM
210 SW MORRISON STREET, SUITE 400
PORTLAND, OR 97204

Assignment: 4

Reel/Frame: 028252 / 0216 Received: 05/23/2012 Recorded: 05/23/2012 Mailed: 05/24/2012 Pages: 44

Conveyance: GRANT OF PATENT SECURITY INTEREST FIRST LIEN

Assignor: NOVELL, INC.

Exec Dt: 05/22/2012

Assignee: CREDIT SUISSE AG, AS COLLATERAL AGENT
ELEVEN MADISON AVENUE
NEW YORK, NEW YORK 10010

Correspondent: LATHAM & WATKINS LLP
650 TOWN CENTER DRIVE, SUITE 2000
COSTA MESA, CA 92626

Assignment: 5

Reel/Frame: 028252 / 0316 Received: 05/23/2012 Recorded: 05/23/2012 Mailed: 05/24/2012 Pages: 44

Conveyance: GRANT OF PATENT SECURITY INTEREST SECOND LIEN

Assignor: NOVELL, INC.

Exec Dt: 05/22/2012

Assignee: CREDIT SUISSE AG, AS COLLATERAL AGENT
ELEVEN MADISON AVENUE
NEW YORK, NEW YORK 10010

Correspondent: LATHAM & WATKINS LLP

PATENT

REEL: 055425 FRAME: 0445

650 TOWN CENTER DRIVE, SUITE 2000
COSTA MESA, CA 92626

Assignment: 6

Reel/Frame: 034469 / 0057 **Received:** 11/24/2014 **Recorded:** 11/24/2014 **Mailed:** 12/12/2014 **Pages:** 45

Conveyance: RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 028252/0316

Assignor: CREDIT SUISSE AG

Exec Dt: 11/20/2014

Assignee: NOVELL, INC.

1800 SOUTH NOVELL PLACE
PROVO, UTAH 84606

Correspondent: RENEE M. PRESCAN
300 N. LASSALLE
KIRKLAND & ELLIS LLP
CHICAGO, IL 60654

Assignment: 7

Reel/Frame: 034470 / 0680 **Received:** 11/24/2014 **Recorded:** 11/24/2014 **Mailed:** 12/12/2014 **Pages:** 45

Conveyance: RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 028252/0216

Assignor: CREDIT SUISSE AG

Exec Dt: 11/20/2014

Assignee: NOVELL, INC.

1800 SOUTH NOVELL PLACE
PROVO, UTAH 84606

Correspondent: RENEE M. PRESCAN
300 N. LASSALLE
KIRKLAND & ELLIS LLP
CHICAGO, IL 60654

Search Results as of: 07/15/2020 11:01:11 AM

Disclaimer:

Assignment information on the assignment database reflects assignment documents that have been actually recorded.

If the assignment for a patent was not recorded, the name of the assignee on the patent application publication or patent may be different.

If you have any comments or questions concerning the data displayed, contact OPR / Assignments at 571-272-3350

[Close Window](#)

APPENDIX B

PATENT ASSIGNMENT

This **PATENT ASSIGNMENT**, dated April 27, 2011 (this "**Assignment**"), is entered into by and between Novell, Inc., a Delaware corporation having a primary place of business at 404 Wyman, Waltham, Massachusetts, USA 02451 ("**Assignor**"), and CPTN Holdings LLC ("**Assignee**"). Both Assignor and Assignee are collectively referred to herein as the "**Parties**."

WHEREAS, Assignor and Assignee entered into a Patent Purchase Agreement dated November 21, 2010, and amended as of April 20, 2011 and April 25, 2011 (the "**Agreement**"); and

WHEREAS, pursuant to the Agreement, Assignor agreed to sell, assign, transfer, and convey to Assignee, and the Assignee agreed to have sold, assigned, transferred, and conveyed to Assignee, all right, title and interest Assignor has in and to the patent applications and patents listed in Exhibit A hereto (the "**Assigned Patents**"), including without limitation, any and all legal rights entitled by the original owner of the Assigned Patents and all rights of Assignor to collect royalties under such Assigned Patents, to prosecute all existing Assigned Patents worldwide, to apply for additional patents worldwide and to have Assigned Patents and such additional patents issued in the name of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor agreed to sell, assign, transfer, and convey to Assignee, and the Assignee agreed to have sold, assigned, transferred, and conveyed to Assignee, all right, title and interest Assignor had as of November 21, 2010 (as defined in the Agreement, "**Effective Date**") and as of the date hereof to sue for past, present and future infringement of the Assigned Patents, including without limitation all right, title and interest Assignor has in and to all causes of action and enforcement rights, whether known, unknown, currently pending, filed, or otherwise, in respect of the Assigned Patents, and all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Assigned Patents; and

WHEREAS, Assignor represented to Assignee on the Effective Date and again on the date hereof, that except as set forth in Exhibit C to the Agreement, Assignor and only Assignor had as of the Effective Date and has as of the date hereof good and marketable title to the Assigned Patents, including, without limitation, all rights, title, and interest in the Assigned Patents and the right to sue for past, present and future infringement thereof; and

WHEREAS, Assignor hereby represents to Assignee that no reissues, reexaminations, continuations, continuations-in-part, divisionals, foreign counterparts or extensions have been filed on or after the Effective Date to and including the date hereof on the patent applications and patents listed in Exhibit A, other than the continuations and national patents noted in the updated Exhibit D to the Agreement provided to Assignee on April 26, 2011.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as set forth herein.

Assignor hereby sells, assigns, transfers, and conveys to Assignee all right, title and interest Assignor has in and to the Assigned Patents as of the Effective Date, as the Assigned Patents have been supplemented since the Effective Date (it being understood that certain Assigned Patents have lapsed since the Effective Date), including without limitation, any and all legal rights entitled by the original owner of the Assigned Patents and all rights of Assignor to

collect royalties under such Assigned Patents, to prosecute all existing Assigned Patents worldwide, to apply for additional patents worldwide and to have Assigned Patents and such additional patents issued in the name of Assignee. For the avoidance of doubt, the Assigned Patents include, without limitation (1) any continuations filed on the patent applications and patents in Exhibit A between the Effective Date and the date hereof, inclusively, and (2) any national patents issued and national patent applications filed prior to, on or after the Effective Date on the patent applications and patents listed in Exhibit A with a country designation "EP".

In addition, Assignor hereby sells, assigns, transfers, and conveys to Assignee all right, title and interest Assignor had as of the Effective Date, as the Assigned Patents have been supplemented since the Effective Date (it being understood that certain Assigned Patents have lapsed since the Effective Date) to sue for past, present and future infringement of the Assigned Patents, including without limitation all right, title and interest Assignor had as of the Effective Date, as the Assigned Patents have been supplemented since the Effective Date (it being understood that certain Assigned Patents have lapsed since the Effective Date) in and to all causes of action and enforcement rights, whether known, unknown, pending, filed, or otherwise, in respect of the Assigned Patents, and all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Assigned Patents.

In addition, Assignor hereby sells, assigns, transfers, and conveys to Assignee (i) all right, title and interest Assignor had as of the Effective Date, as the Assigned Patents have been supplemented since the Effective Date (it being understood that certain Assigned Patents have lapsed since the Effective Date), to apply (or continue prosecution) in any and all countries of the world for patents, design patents, utility models, certificates of invention or other governmental grants for the Assigned Patents, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, European Patent Convention or any other convention, treaty, agreement or understanding, and (ii) the rights, if any, to revive and/or continue prosecution of any abandoned lapsed, rejected, cancelled, expired or unenforceable Assigned Patents.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention or equivalent which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein.

As a condition of the assignment, transfer and conveyance of the Assigned Patents, Assignee hereby agrees, solely with respect to the Assigned Patents, to (and shall cause any of its direct assignees of the Assigned Patents to) take such assignment, transfer and conveyance subject to all licenses, covenants not to sue and similar restrictions in effect prior to the Effective Date, in each case solely as identified in the Agreement, but only (i) to the same extent Assignor would be subject to such licenses, covenants not to sue and similar restrictions if Assignor had not assigned the Assigned Patents and (ii) only to the extent any such license, covenant not to sue or similar restrictions (x) is in effect prior to the date hereof, (y) involves a license, covenant not to sue or similar restriction on the Assigned Patents, and (z) requires Assignor to have subsequent assignees agree to comply with such licenses, covenant not to sue or similar restrictions. For the avoidance of doubt, Assignee also agrees solely with respect to the Assigned Patents to take such assignment, transfer and conveyance subject to all licenses,

covenants not to sue and similar restrictions in effect on Assignor prior to the Effective Date, that would in each case transfer to Assignee as a matter of law.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at 7:30 AM
on April 27, 2011.

ASSIGNOR

By: Scott N. Semel

Name: Scott N. Semel

Title: Senior Vice President, General Counsel & Secretary

(Signature MUST be notarized)

Shelley E. Daglie

SHELLEY E. DAGLIE
NOTARY PUBLIC, State of New York
No. 01DA8000107
Qualified in New York County
Commission Expires June 11, 2011

ASSIGNED PATENTS

CASE IDENTIFIER			CASE INFORMATION					PATENT INFORMATION			
Number	Sub-Number	Country	Filing Date	Application Number	Priority Date	Publication Number	Publication Date	Title	Status	Patent Number	Issue Date
	</										

































































APPENDIX C

CPTN PATENT ASSIGNMENT AGREEMENT

This CPTN PATENT ASSIGNMENT AGREEMENT, dated SEP 9, 2011 (this "Agreement"), is entered into by and between CPTN Holdings LLC ("Assignor") and Oracle International Corporation ("Assignee"). Both Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, Assignor entered into a Patent License Agreement by and among Assignor, Apple Inc., EMC Corporation, Microsoft Corporation and Oracle Corporation dated as of November 21, 2010 (the "PLA"); and

WHEREAS, pursuant to the terms of the PLA, Assignor wishes to assign certain rights to Assignee and Assignee wishes to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as set forth herein.

Assignor hereby sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all right, title and interest Assignor has in and to certain patents and patent applications which are listed on attached Schedule 1 ("Assigned Patents"), including without limitation, any and all legal rights entitled by the original owner of the Assigned Patents and all rights of Assignor to collect royalties under such Assigned Patents, to prosecute all existing Assigned Patents worldwide, to apply for additional patents worldwide and to have Assigned Patents and such additional patents issued in the name of Assignee.

In addition, Assignor hereby sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all right, title and interest to sue for past, present and future infringement of the Assigned Patents, including without limitation all right, title and interest in and to all causes of action and enforcement rights, whether known, unknown, pending, filed, or otherwise, in respect of the Assigned Patents, and all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Assigned Patents.

In addition, Assignor hereby sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, (i) all right, title and interest to apply (or continue prosecution) in any and all countries of the world for patents, design patents, utility models, certificates of invention or other governmental grants for the Assigned Patents, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, European Patent Convention or any other convention, treaty, agreement or understanding, and (ii) the rights, if any, to revive and/or continue prosecution of any abandoned lapsed, rejected, cancelled, expired or unenforceable Assigned Patents.

Concurrently herewith, Assignor is delivering to Assignee a Confirmation of Patent Assignment in the form attached hereto as Exhibit A, duly executed by Assignor, evidencing the foregoing assignments.

Notwithstanding anything herein to the contrary, Assignee agrees that this Agreement and the rights granted herein shall be subject to the terms and conditions of the PLA, including, without limitation, the licenses, releases and covenants granted therein, and that Assignee shall require any subsequent assignee of all or any part of such rights to acknowledge the same in writing and to require such acknowledgement in connection with any further assignment of such rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention or equivalent which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Agreement shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

[Signature Page Follows]

IN WITNESS WHEREOF this Agreement is executed at Redmond WA on
Sept 9 2011

ASSIGNOR

By: [Signature]

Name: ERTN Holdings LLC

Title: Manager

(Signature MUST be notarized)

ASSIGNEE

By: [Signature]

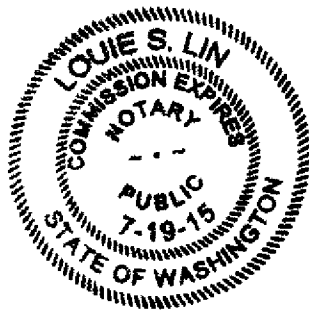
Name: Brian S. Higgins


Title: Vice President

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Benjamin O. Orndorff is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Manager of CPTN Holdings LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 9th day of September, 2011.





LOUIE S. LIN – NOTARY PUBLIC
In and for the State of Washington, USA.
Residing at Mercer Island, Washington, USA.
My Appointment expires: July 19, 2015

EXHIBIT A – CONFIRMATION OF PATENT ASSIGNMENT

This **CONFIRMATION OF PATENT ASSIGNMENT**, dated SEP. 9, 2011 (this "*Confirmation of Assignment*"), is executed by CPTN Holdings LLC ("*Assignor*") for the benefit of Oracle International Corporation ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to a CPTN Patent Assignment Agreement dated as of SEP. 9, 2011 (the "*CPTN Agreement*"), pursuant to which Assignor has Assigned to Assignee all of its right, title and interest in certain patents as set forth herein and in the CPTN Agreement;

WHEREAS, pursuant to the CPTN Agreement, Assignor is required to deliver this Confirmation of Assignment to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby confirms that, pursuant to the CPTN Agreement, it has as of the date hereof sold, assigned, transferred, and conveyed to Assignee all right, title and interest Assignor has in and to certain patents and patent applications which are listed on attached Schedule 1 (the "*Assigned Patents*").

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention or equivalent which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein.

[Signature Page Follows]

IN WITNESS WHEREOF this Assignment is executed at Redmond WA on Sept 9, 2011.

ASSIGNOR

By:

Name:

Title:

ORIN Holding LLC

[Signature]

Ken Orinoff

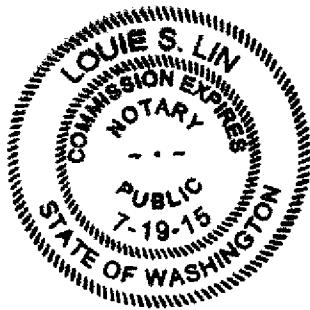
Manager


(Signature MUST be notarized)

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

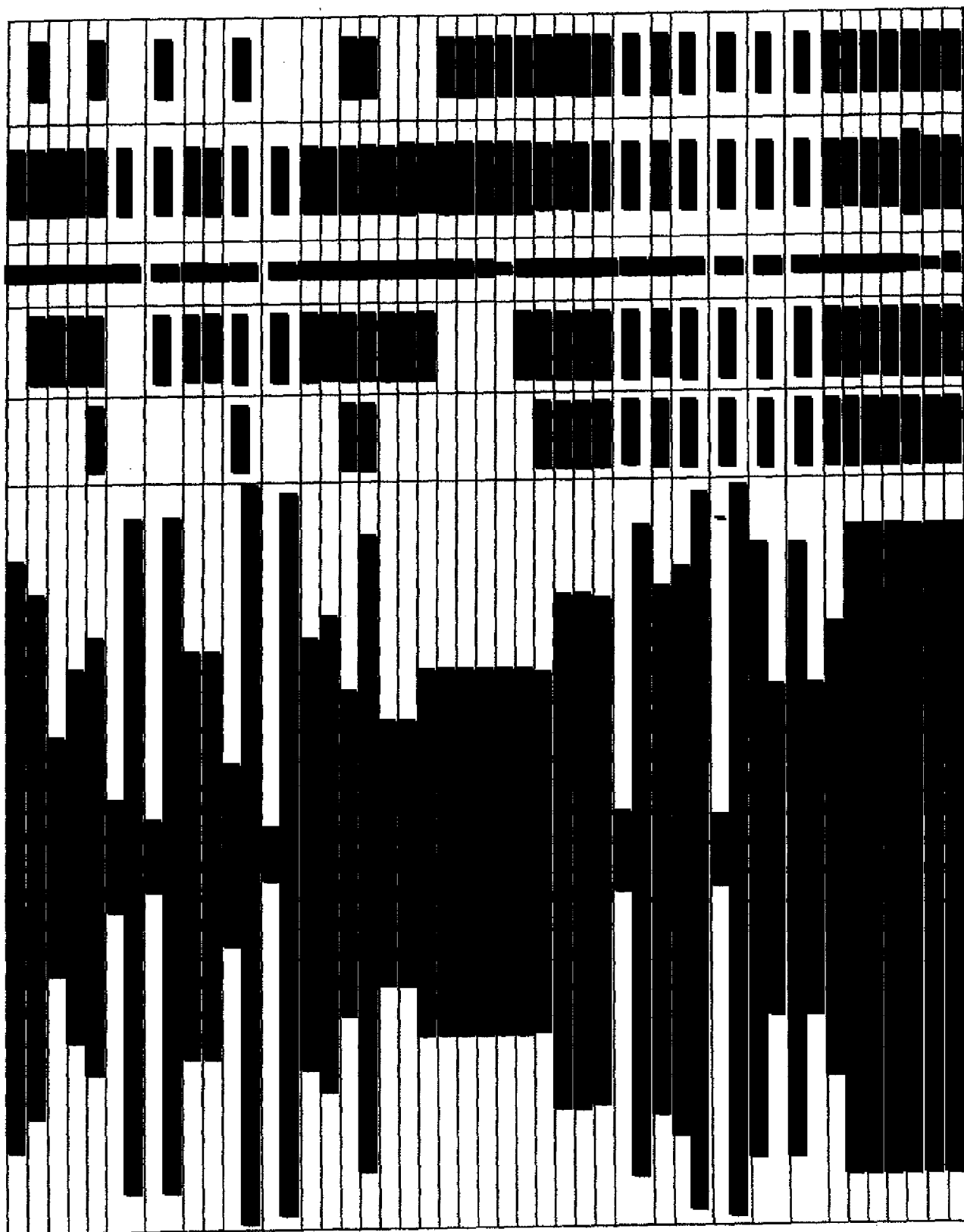
I certify that I know or have satisfactory evidence that Benjamin O. Orndorff is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Manager of CPTN Holdings LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

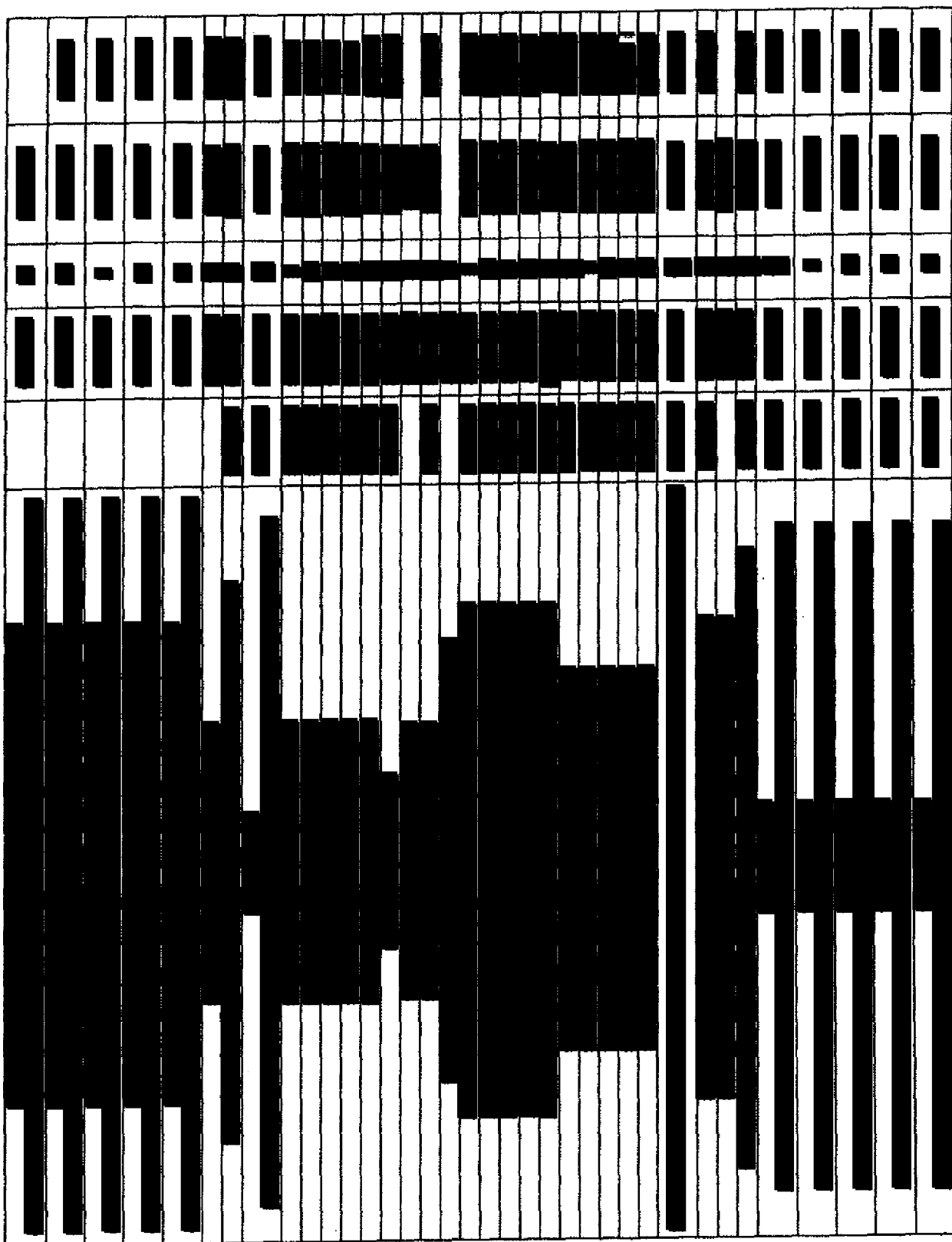
Dated this 9th day of September, 2011.

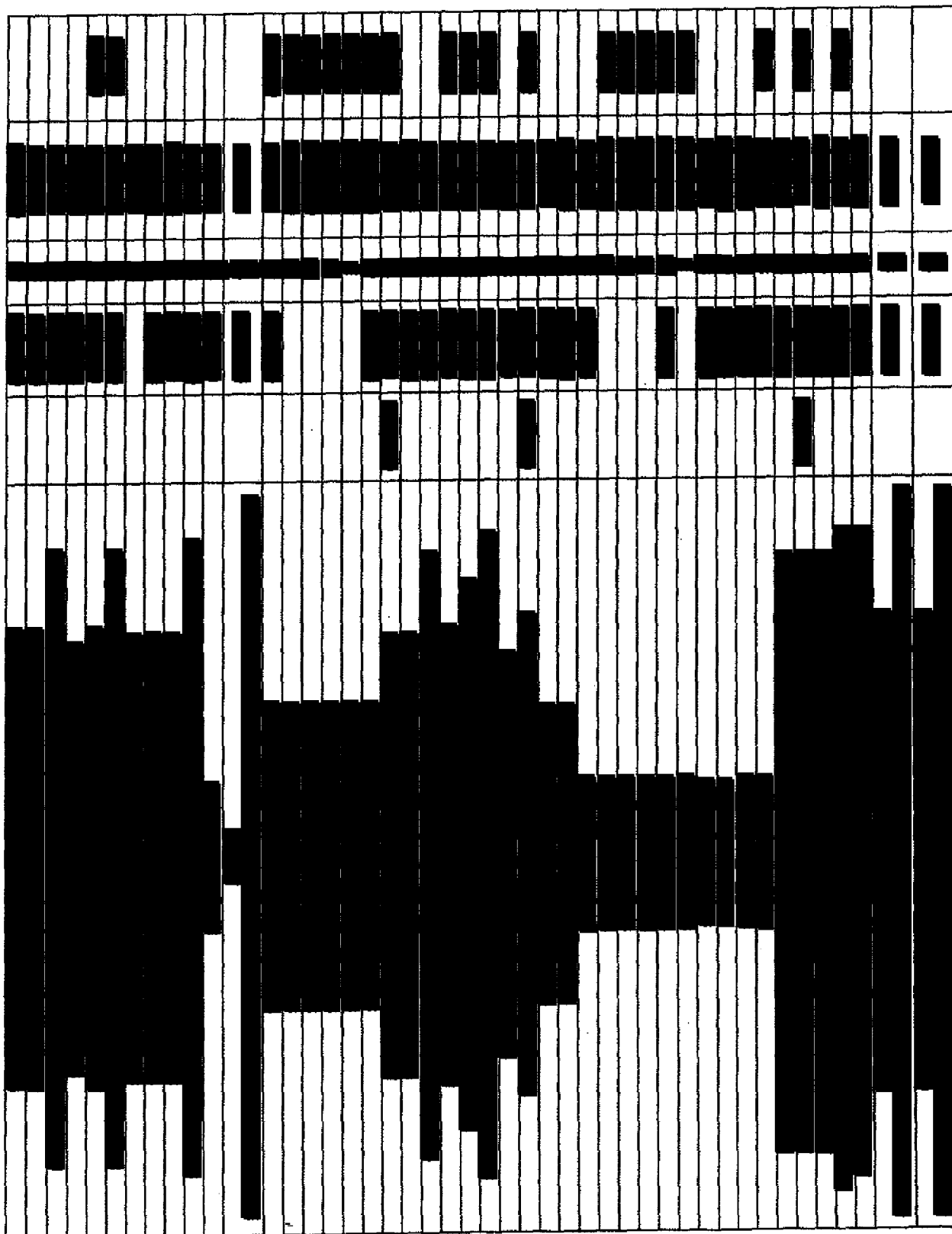


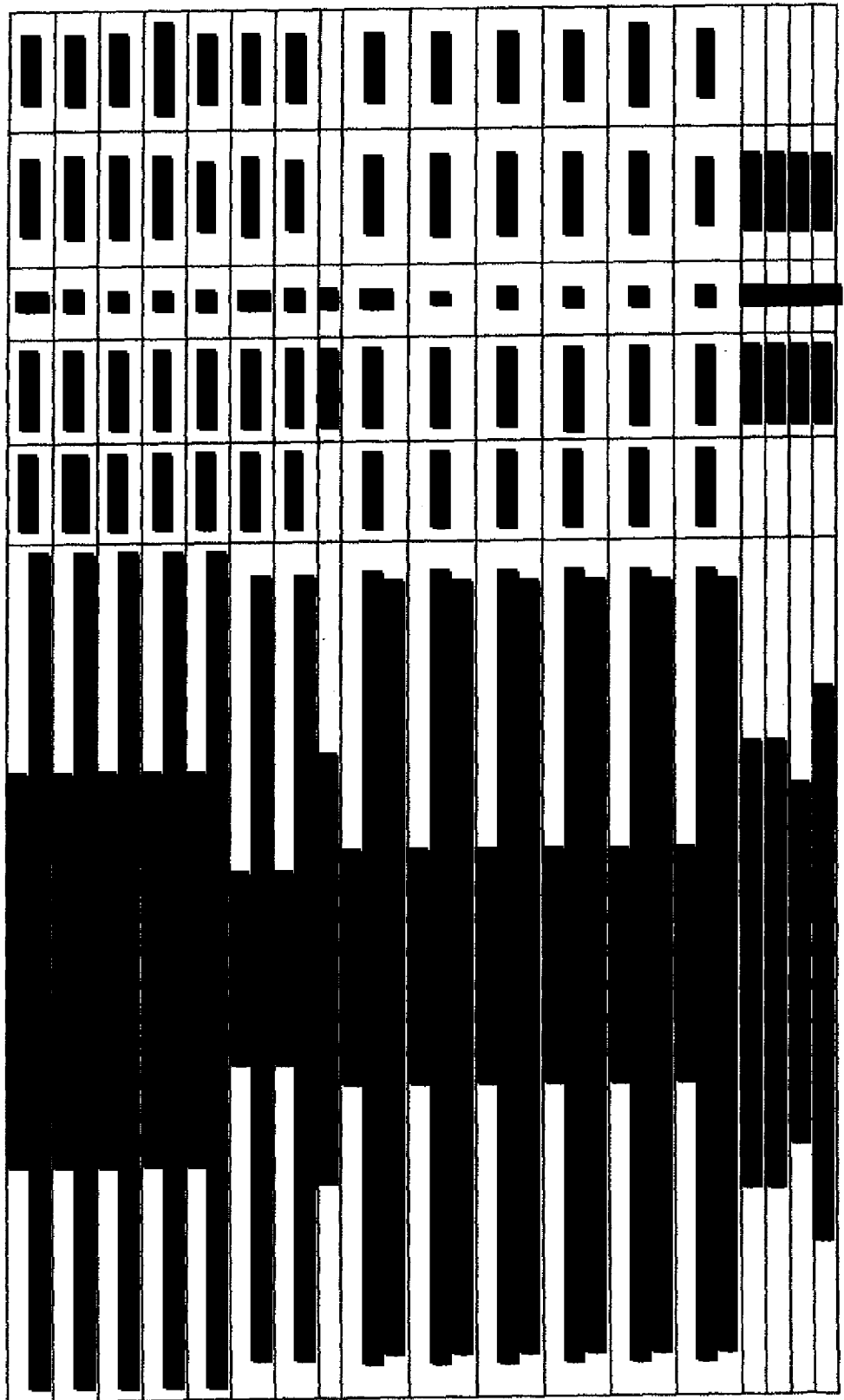

LOUIE S. LIN – NOTARY PUBLIC
In and for the State of Washington, USA.
Residing at Mercer Island, Washington, USA.
My Appointment expires: July 19, 2015

[illegible]









STATEMENT OF OWNERSHIP
U.S. Application No. 11/844,532 / US Patent No. 7,552,468

Oracle International Corporation ("OIC") hereby states that it is the current Assignee and owner of the entire right, title and interest in the patent application and corresponding patent identified below:

Application No.	Filing Date	Title	Patent No.	Issue Date
11/844,532	08/24/2007	TECHNIQUES FOR DYNAMICALLY ESTABLISHING AND MANAGING AUTHENTICATION AND TRUST RELATIONSHIPS	7,552,468	06/23/2009

Documents evidencing chain of title to OIC

The chain of title from the inventors to OIC for the above-referenced patent application (application no. 11/844,532) and corresponding patent (US 7,552,468) is evidenced by the documents identified below.

(1) USPTO Patent Assignment Abstract of Title for 11/844,532 (attached as Appendix A)

This document, as downloaded from the USPTO website, shows the following chain of title to OIC:

- (a) Assignment from inventors Lloyd Leon Burch, Douglas E. Earl, Stephen R. Carter, and Robert Mark Ward to Novell, Inc., executed on 01/23/2004 and 01/26/2004, and recorded on 03/14/2007 at Reel/Frame 041569/0876.
- (b) Assignment from Novell, Inc. to CPTN Holdings LLC, executed on 04/27/2011, and recorded on 01/29/2013 at Reel/Frame 029715/0243.
- (c) Assignment from CPTN Holdings LLC to Oracle International Corporation, executed on 09/09/2011, and recorded on 01/29/2013 at Reel/Frame 029715/0621.

(2) Copy of the Patent Assignment from Novell, Inc. to CPTN Holdings LLC dated April 27, 2011, for 11/844,532 (attached as Appendix B)

This Patent Assignment was executed on April 27, 2011, and recites that Novell, Inc. (Assignor) sells, assigns, transfers and conveys to CPTN Holdings LLC (Assignee) all right, title, and interest in patents and patent applications listed in Exhibit A attached to the Patent Assignment as of the Effective Date of November 21, 2010. The above-referenced application no. 11/844,532 is listed in Exhibit A (see page 27 of Appendix B).

(3) Copy of the Patent Assignment from CPTN Holdings LLC to Oracle International Corporation dated September 9, 2011 for 11/844,532 (attached as Appendix C)

This Patent Assignment was executed on September 9, 2011, and recites that CPTN Holdings LLC (Assignor) sells, assigns, transfers and conveys to Oracle International Corporation (OIC) (Assignee) all right, title, and interest in patents and patent applications listed in Schedule 1 thereto. The above-referenced application no. 11/844,532 is listed in Schedule 1 (see page 12 of Appendix C).

Erroneous recordings of Liens and Security Interests made subsequent to November 21, 2010

The USPTO Patent Assignment Abstract of Title document (Appendix A) shows two security interest grants and corresponding releases thereof recorded against the above-referenced patent application AFTER the Effective Date of November 21, 2010, when Novell, Inc. (Assignor) sold, assigned, transferred and conveyed all right, title, and interest in above referenced application no. 11/844,532 to CPTN Holdings LLC (Assignee) as per the Patent Assignment from Novell, Inc. to CPTN Holdings LLC dated April 27, 2011 (attached as Appendix B). These security interest grants and corresponding releases are not valid and their recordings erroneous for the reasons stated below.

The following is a list of these erroneously recorded security interests and releases, as shown in Appendix A:

Grant of Patent Security Interest First Lien from Novell, Inc. to Credit Suisse AG, executed 05/22/2012, and recorded on May 23, 2012, at Reel/Frame 028252/0216;

Grant of Patent Security Interest Second Lien from Novell, Inc. to Credit Suisse AG, executed 05/22/2012, and recorded on May 23, 2012 at Reel/Frame 028252/0316;

Release of Security Interest recorded at Reel/Frame 028252/0316 by Credit Suisse AG to Novell, Inc., executed 11/20/2014, and recorded on November 24, 2014, at Reel/Frame 034469/0057;

Release of Security Interest recorded at Reel/Frame 028252/0216 by Credit Suisse AG to Novell, Inc., executed 11/20/2014, and recorded on November 24, 2014, at Reel/Frame 034470/0680.

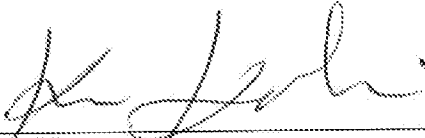
The noted security interests from Novell, Inc. to Credit Suisse AG were executed on May 22, 2012. As of May 22, 2012, Novell, Inc. had no right, title, or interest in the above-referenced patent application no. 11/844,532. Novell, Inc. had already assigned all its right, title, and interest in the above-referenced patent application no. 11/844,532 to CPTN Holdings LLC as of November 21, 2010 (the Effective Date). Accordingly, Novell, Inc. had no right to grant the security interest to Credit Suisse AG on May 22, 2012. The grant of the security interests and their subsequent releases, and the recordings of the security interests and the releases thereof were in error.

Conclusion

This Statement of Ownership is being filed and recorded with the USPTO to assert and clarify that OIC is the current Assignee and sole owner of the entire right, title and interest in the above-referenced patent application no. 11/844,532 and corresponding US patent no. 7,552,468, and that such patent application and corresponding patent are currently free of any security interest, lien or other encumbrance.

Dated: _____

7/27/28



Kim Kanzaki
Vice President, Oracle International
Corporation

APPENDIX A

11/844,532	TECHNIQUES FOR DYNAMICALLY ESTABLISHING AND MANAGING AUTHENTICATION AND TRUST RELATIONSHIPS	088325- 1039448 (190211US)	07-15- 2020:11:10:13
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Patent Assignment Abstract of Title

Total Assignments: 7

Application #: 11844532

Filing Dt: 08/24/2007

Patent #: 7552468

Issue Dt: 06/23/2009

PCT #: NONE

Intl Reg #:

Publication #: US20070294750

Pub Dt: 12/20/2007

Inventors: Lloyd Leon Burch, Douglas G. Earl, Stephen R. Carter, Robert Mark Ward

Title: TECHNIQUES FOR DYNAMICALLY ESTABLISHING AND MANAGING AUTHENTICATION AND TRUST RELATIONSHIPS

Assignment: 1

Reel/Frame: 041569 / 0876

Received: 03/14/2017

Recorded: 03/14/2017

Mailed: 03/15/2017

Pages: 7

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignors: BURCH, LLOYD LEON

Exec Dt: 01/23/2004

EARL, DOUGLAS G.

Exec Dt: 01/26/2004

CARTER, STEPHEN R.

Exec Dt: 01/23/2004

WARD, ROBERT MARK

Exec Dt: 01/23/2004

Assignee: NOVELL, INC.

1800 SOUTH NOVELL PLACE

PROVO, UTAH 84606

Correspondent: KILPATRICK TOWNSEND & STOCKTON LLP

1100 PEACHTREE STREET

SUITE 2800

ATLANTA, GA 30309

Assignment: 2

Reel/Frame: 029715 / 0243

Received: 01/29/2013

Recorded: 01/29/2013

Mailed: 01/30/2013

Pages: 40

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: NOVELL, INC.

Exec Dt: 04/27/2011

Assignee: CPTN HOLDINGS LLC

ONE MICROSOFT WAY

REDMOND, WASHINGTON 98052

Correspondent: ARIEL S. ROGSON

MARGER JOHNSON & MCCOLLOM, P.C. - SHARP

210 SW MORRISON STREET, SUITE 400

PORTLAND, OR 97204

Assignment: 3

Reel/Frame: 029715 / 0621

Received: 01/29/2013

Recorded: 01/29/2013

Mailed: 01/30/2013

Pages: 16

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: CPTN HOLDINGS LLC

Exec Dt: 09/09/2011

Assignee: ORACLE INTERNATIONAL CORPORATION

500 ORACLE PARKWAY

REDWOOD CITY, CALIFORNIA 94065

Correspondent: ARIEL S. ROGSON

MARGER JOHNSON & MCCOLLOM

210 SW MORRISON STREET, SUITE 400

PORTLAND, OR 97204

Assignment: 4

Reel/Frame: 028252 / 0216

Received: 05/23/2012

Recorded: 05/23/2012

Mailed: 05/24/2012

Pages: 44

Conveyance: GRANT OF PATENT SECURITY INTEREST FIRST LIEN

Assignor: NOVELL, INC.

Exec Dt: 05/22/2012

Assignee: CREDIT SUISSE AG, AS COLLATERAL AGENT

ELEVEN MADISON AVENUE

NEW YORK, NEW YORK 10010

Correspondent: LATHAM & WATKINS LLP

650 TOWN CENTER DRIVE, SUITE 2000

COSTA MESA, CA 92626

Assignment: 5

Reel/Frame: 028252 / 0316

Received: 05/23/2012

Recorded: 05/23/2012

Mailed: 05/24/2012

Pages: 44

Conveyance: GRANT OF PATENT SECURITY INTEREST SECOND LIEN

Assignor: NOVELL, INC.

Exec Dt: 05/22/2012

Assignee: CREDIT SUISSE AG, AS COLLATERAL AGENT

ELEVEN MADISON AVENUE

NEW YORK, NEW YORK 10010

Correspondent: LATHAM & WATKINS LLP

PATENT

REEL: 055425 FRAME: 0503

650 TOWN CENTER DRIVE, SUITE 2000
COSTA MESA, CA 92626

Assignment: 6

Reel/Frame: 034469 / 0057 **Received:** 11/24/2014 **Recorded:** 11/24/2014 **Mailed:** 12/12/2014 **Pages:** 45

Conveyance: RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 028252/0316

Assignor: CREDIT SUISSE AG

Exec Dt: 11/20/2014

Assignee: NOVELL, INC.

1800 SOUTH NOVELL PLACE
PROVO, UTAH 84606

Correspondent: RENEE M. PRESCAN
300 N. LASSALLE
KIRKLAND & ELLIS LLP
CHICAGO, IL 60654

Assignment: 7

Reel/Frame: 034470 / 0680 **Received:** 11/24/2014 **Recorded:** 11/24/2014 **Mailed:** 12/12/2014 **Pages:** 45

Conveyance: RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 028252/0216

Assignor: CREDIT SUISSE AG

Exec Dt: 11/20/2014

Assignee: NOVELL, INC.

1800 SOUTH NOVELL PLACE
PROVO, UTAH 84606

Correspondent: RENEE M. PRESCAN
300 N. LASSALLE
KIRKLAND & ELLIS LLP
CHICAGO, IL 60654

Search Results as of: 07/15/2020 11:10:10 AM

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If the assignment for a patent was not recorded, the name of the assignee on the patent application publication or patent may be different.

If you have any comments or questions concerning the data displayed, contact OPR / Assignments at 571-272-3350

[Close Window](#)

APPENDIX B

PATENT ASSIGNMENT

This **PATENT ASSIGNMENT**, dated April 27, 2011 (this "**Assignment**"), is entered into by and between Novell, Inc., a Delaware corporation having a primary place of business at 404 Wyman, Waltham, Massachusetts, USA 02451 ("**Assignor**"), and CPTN Holdings LLC ("**Assignee**"). Both Assignor and Assignee are collectively referred to herein as the "**Parties**."

WHEREAS, Assignor and Assignee entered into a Patent Purchase Agreement dated November 21, 2010, and amended as of April 20, 2011 and April 25, 2011 (the "**Agreement**"); and

WHEREAS, pursuant to the Agreement, Assignor agreed to sell, assign, transfer, and convey to Assignee, and the Assignee agreed to have sold, assigned, transferred, and conveyed to Assignee, all right, title and interest Assignor has in and to the patent applications and patents listed in Exhibit A hereto (the "**Assigned Patents**"), including without limitation, any and all legal rights entitled by the original owner of the Assigned Patents and all rights of Assignor to collect royalties under such Assigned Patents, to prosecute all existing Assigned Patents worldwide, to apply for additional patents worldwide and to have Assigned Patents and such additional patents issued in the name of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor agreed to sell, assign, transfer, and convey to Assignee, and the Assignee agreed to have sold, assigned, transferred, and conveyed to Assignee, all right, title and interest Assignor had as of November 21, 2010 (as defined in the Agreement, "**Effective Date**") and as of the date hereof to sue for past, present and future infringement of the Assigned Patents, including without limitation all right, title and interest Assignor has in and to all causes of action and enforcement rights, whether known, unknown, currently pending, filed, or otherwise, in respect of the Assigned Patents, and all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Assigned Patents; and

WHEREAS, Assignor represented to Assignee on the Effective Date and again on the date hereof, that except as set forth in Exhibit C to the Agreement, Assignor and only Assignor had as of the Effective Date and has as of the date hereof good and marketable title to the Assigned Patents, including, without limitation, all rights, title, and interest in the Assigned Patents and the right to sue for past, present and future infringement thereof; and

WHEREAS, Assignor hereby represents to Assignee that no reissues, reexaminations, continuations, continuations-in-part, divisionals, foreign counterparts or extensions have been filed on or after the Effective Date to and including the date hereof on the patent applications and patents listed in Exhibit A, other than the continuations and national patents noted in the updated Exhibit D to the Agreement provided to Assignee on April 26, 2011.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as set forth herein.

Assignor hereby sells, assigns, transfers, and conveys to Assignee all right, title and interest Assignor has in and to the Assigned Patents as of the Effective Date, as the Assigned Patents have been supplemented since the Effective Date (it being understood that certain Assigned Patents have lapsed since the Effective Date), including without limitation, any and all legal rights entitled by the original owner of the Assigned Patents and all rights of Assignor to

collect royalties under such Assigned Patents, to prosecute all existing Assigned Patents worldwide, to apply for additional patents worldwide and to have Assigned Patents and such additional patents issued in the name of Assignee. For the avoidance of doubt, the Assigned Patents include, without limitation (1) any continuations filed on the patent applications and patents in Exhibit A between the Effective Date and the date hereof, inclusively, and (2) any national patents issued and national patent applications filed prior to, on or after the Effective Date on the patent applications and patents listed in Exhibit A with a country designation "EP".

In addition, Assignor hereby sells, assigns, transfers, and conveys to Assignee all right, title and interest Assignor had as of the Effective Date, as the Assigned Patents have been supplemented since the Effective Date (it being understood that certain Assigned Patents have lapsed since the Effective Date) to sue for past, present and future infringement of the Assigned Patents, including without limitation all right, title and interest Assignor had as of the Effective Date, as the Assigned Patents have been supplemented since the Effective Date (it being understood that certain Assigned Patents have lapsed since the Effective Date) in and to all causes of action and enforcement rights, whether known, unknown, pending, filed, or otherwise, in respect of the Assigned Patents, and all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Assigned Patents.

In addition, Assignor hereby sells, assigns, transfers, and conveys to Assignee (i) all right, title and interest Assignor had as of the Effective Date, as the Assigned Patents have been supplemented since the Effective Date (it being understood that certain Assigned Patents have lapsed since the Effective Date), to apply (or continue prosecution) in any and all countries of the world for patents, design patents, utility models, certificates of invention or other governmental grants for the Assigned Patents, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, European Patent Convention or any other convention, treaty, agreement or understanding, and (ii) the rights, if any, to revive and/or continue prosecution of any abandoned lapsed, rejected, cancelled, expired or unenforceable Assigned Patents.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention or equivalent which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein.

As a condition of the assignment, transfer and conveyance of the Assigned Patents, Assignee hereby agrees, solely with respect to the Assigned Patents, to (and shall cause any of its direct assignees of the Assigned Patents to) take such assignment, transfer and conveyance subject to all licenses, covenants not to sue and similar restrictions in effect prior to the Effective Date, in each case solely as identified in the Agreement, but only (i) to the same extent Assignor would be subject to such licenses, covenants not to sue and similar restrictions if Assignor had not assigned the Assigned Patents and (ii) only to the extent any such license, covenant not to sue or similar restrictions (x) is in effect prior to the date hereof, (y) involves a license, covenant not to sue or similar restriction on the Assigned Patents, and (z) requires Assignor to have subsequent assignees agree to comply with such licenses, covenant not to sue or similar restrictions. For the avoidance of doubt, Assignee also agrees solely with respect to the Assigned Patents to take such assignment, transfer and conveyance subject to all licenses,

covenants not to sue and similar restrictions in effect on Assignor prior to the Effective Date, that would in each case transfer to Assignee as a matter of law.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at 7:30 AM
on April 27, 2011.

ASSIGNOR

By: SN Semel SUPGCT Sec

Name: Scott N. Semel

Title: Senior Vice President, General Counsel & Secretary

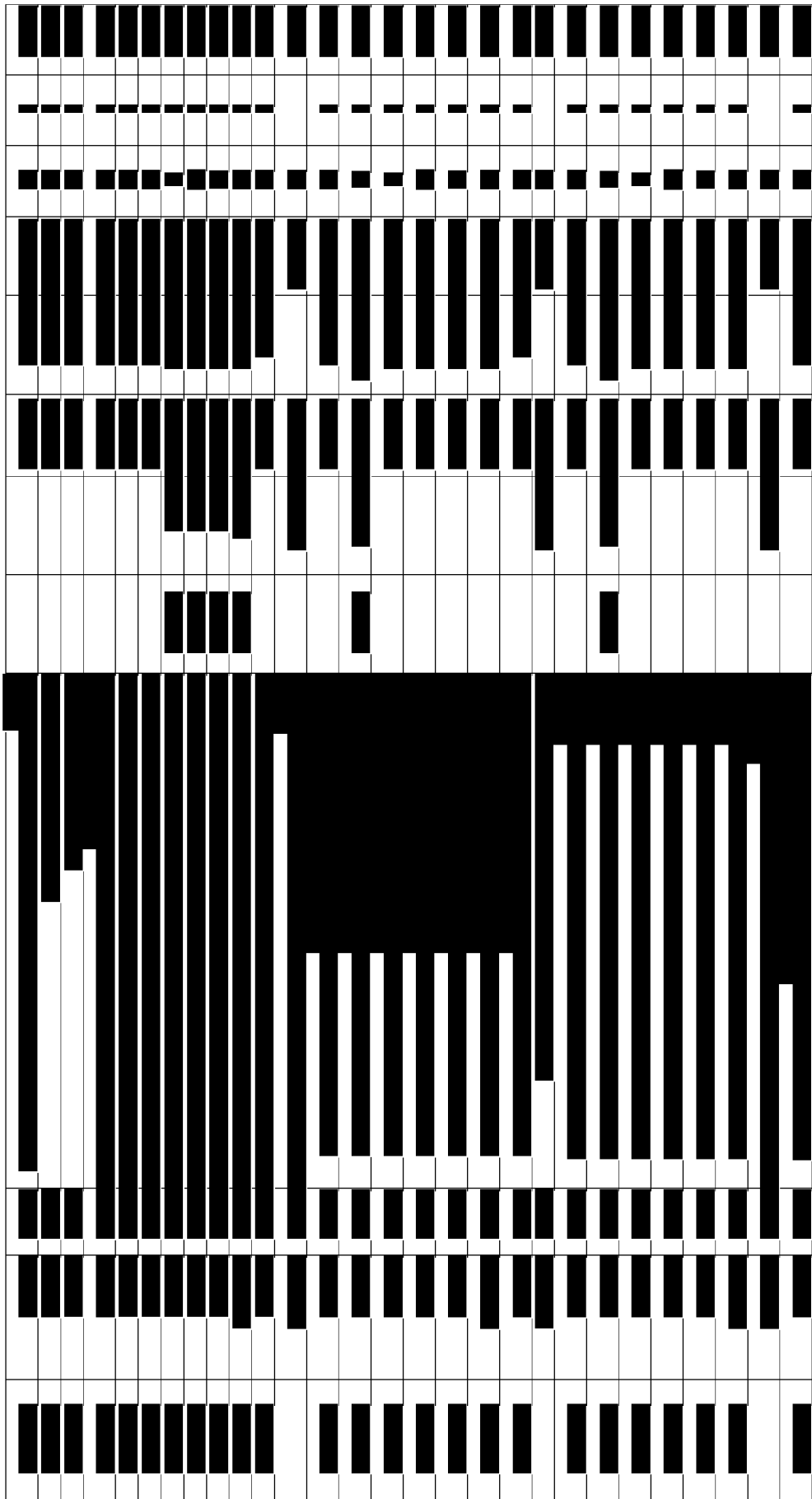
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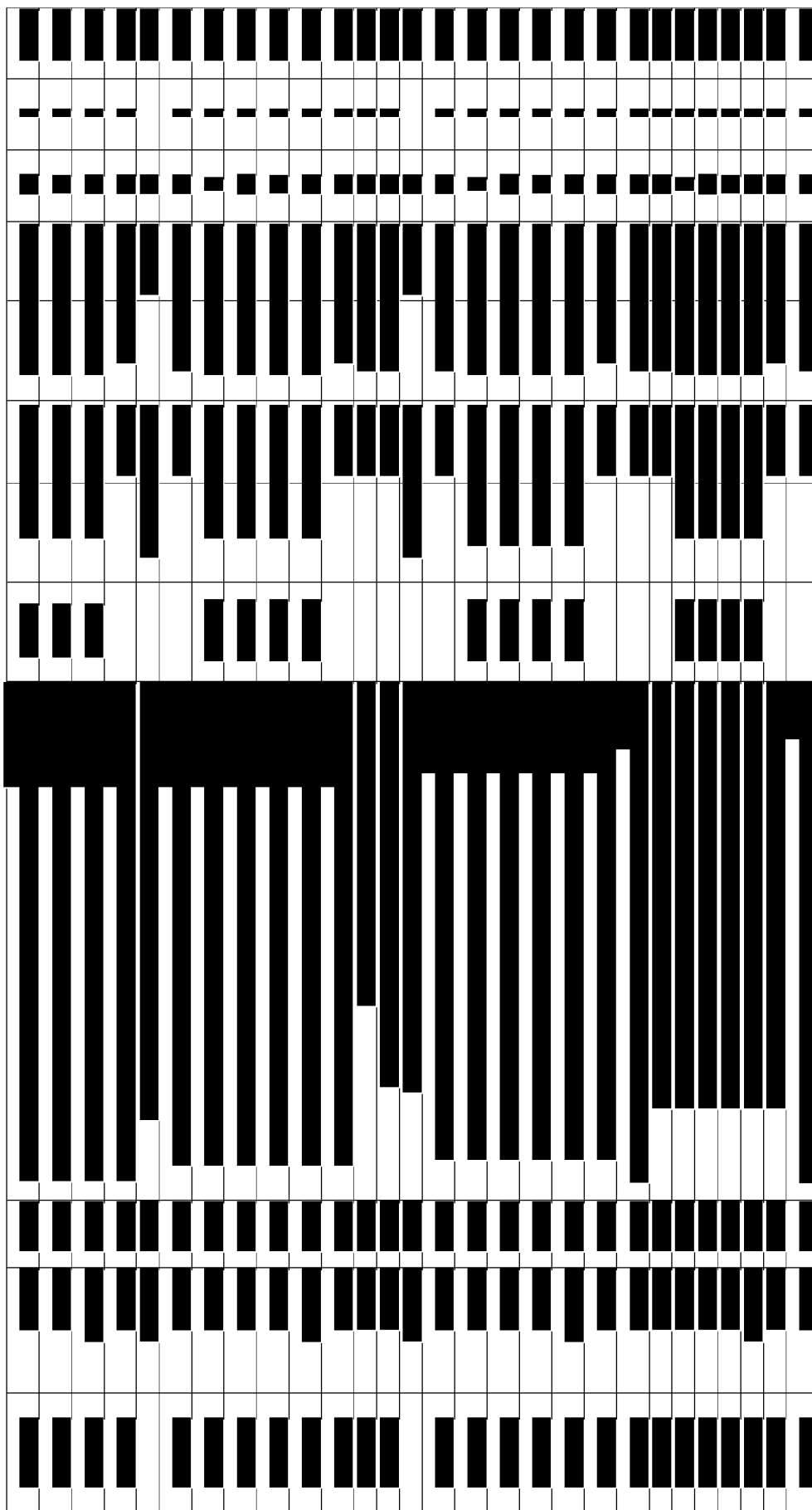


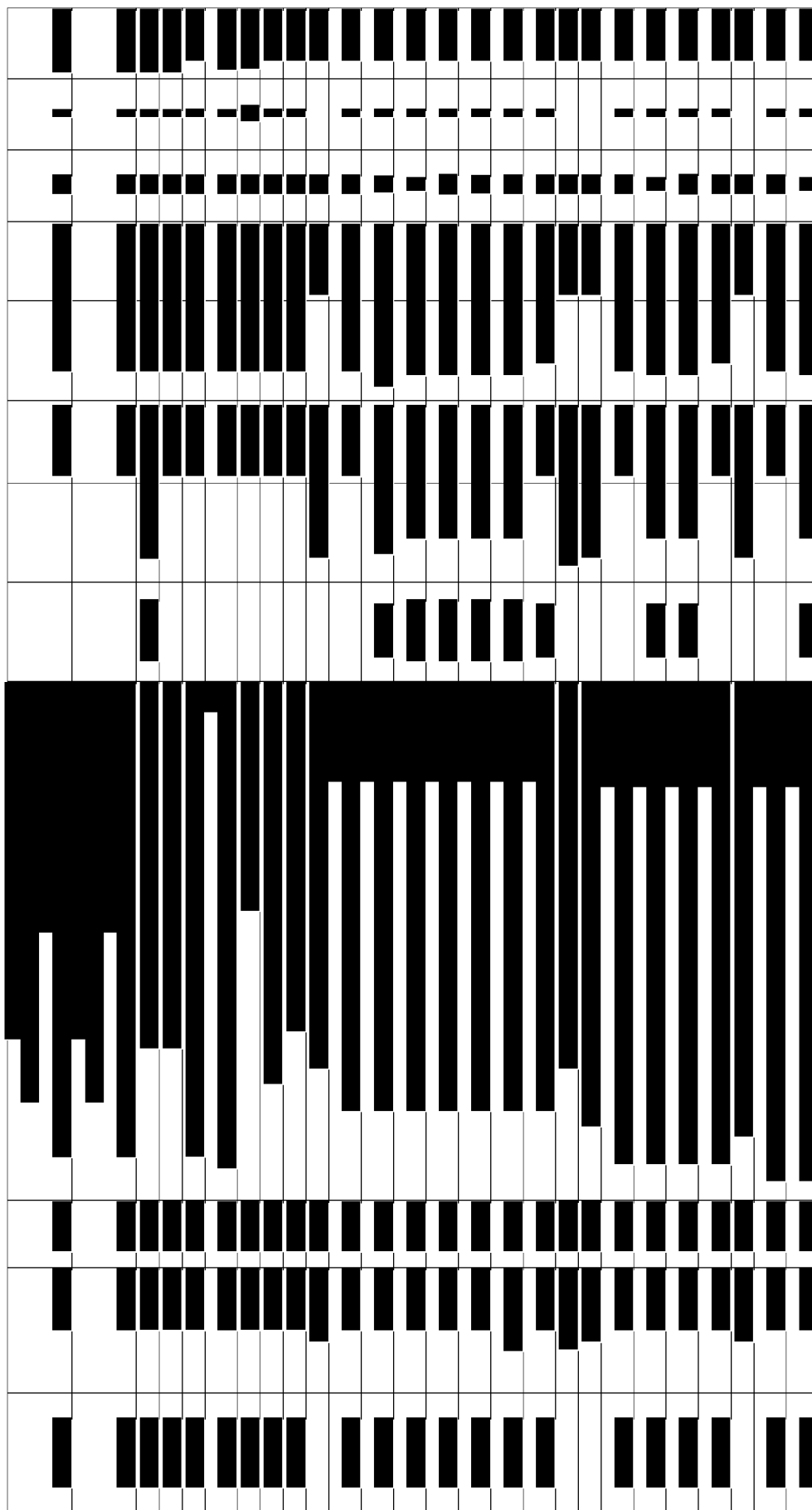
SHELLEY E. BAGLE
NOTARY PUBLIC, State of New York
No. 01DA8000107
Qualified in New York County
Commission Expires June 11, 2011

Exhibit A

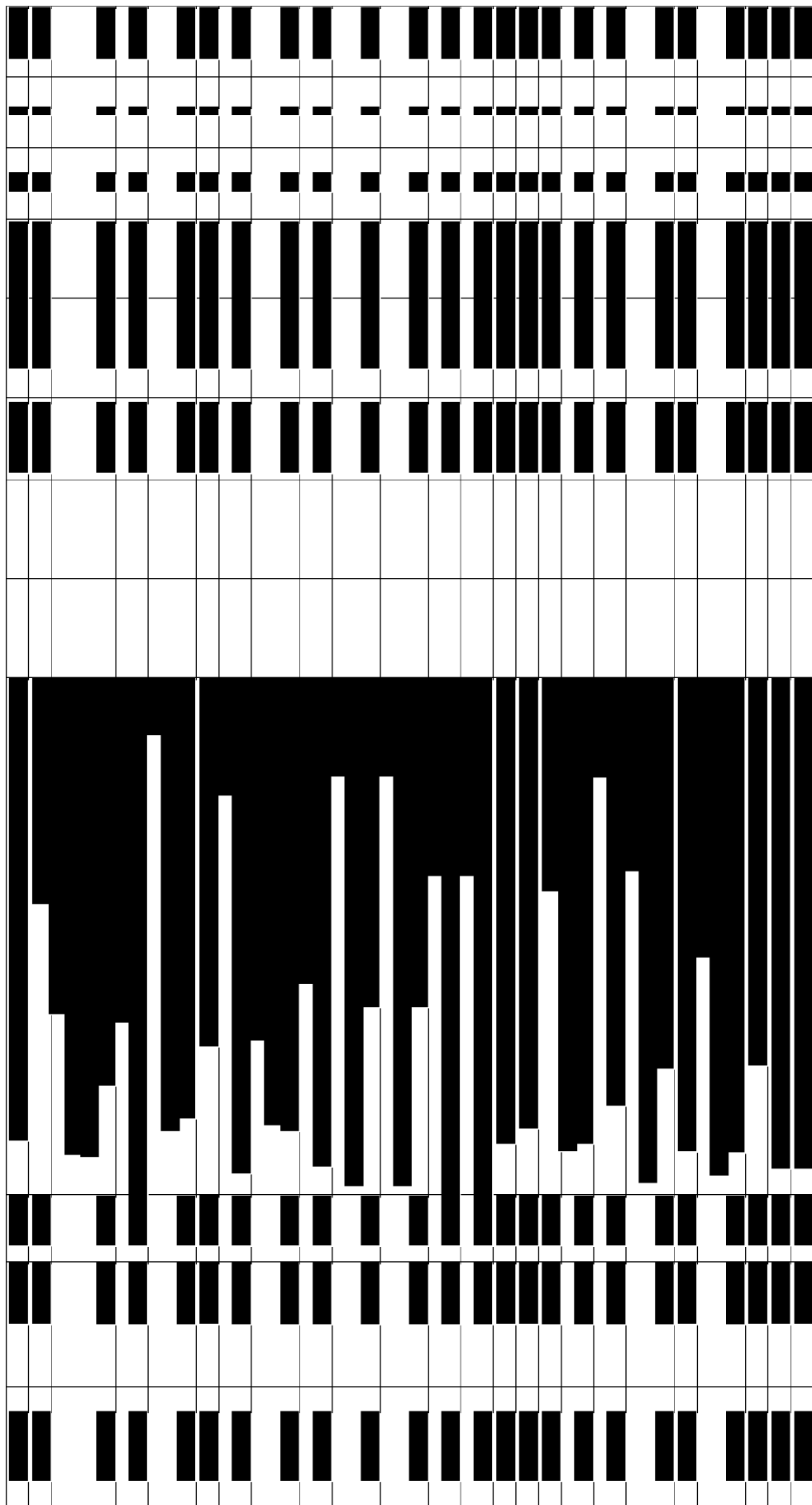
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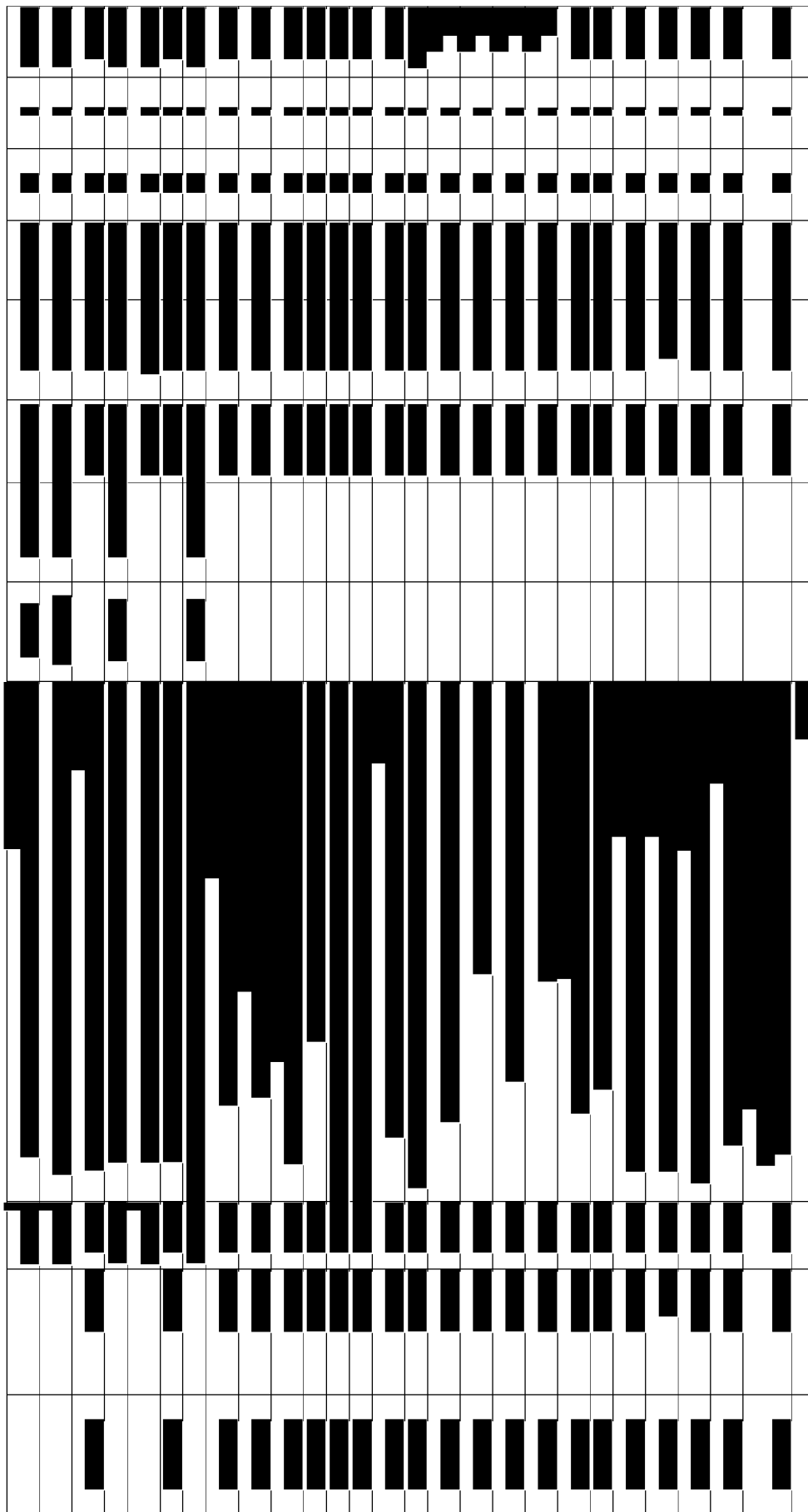


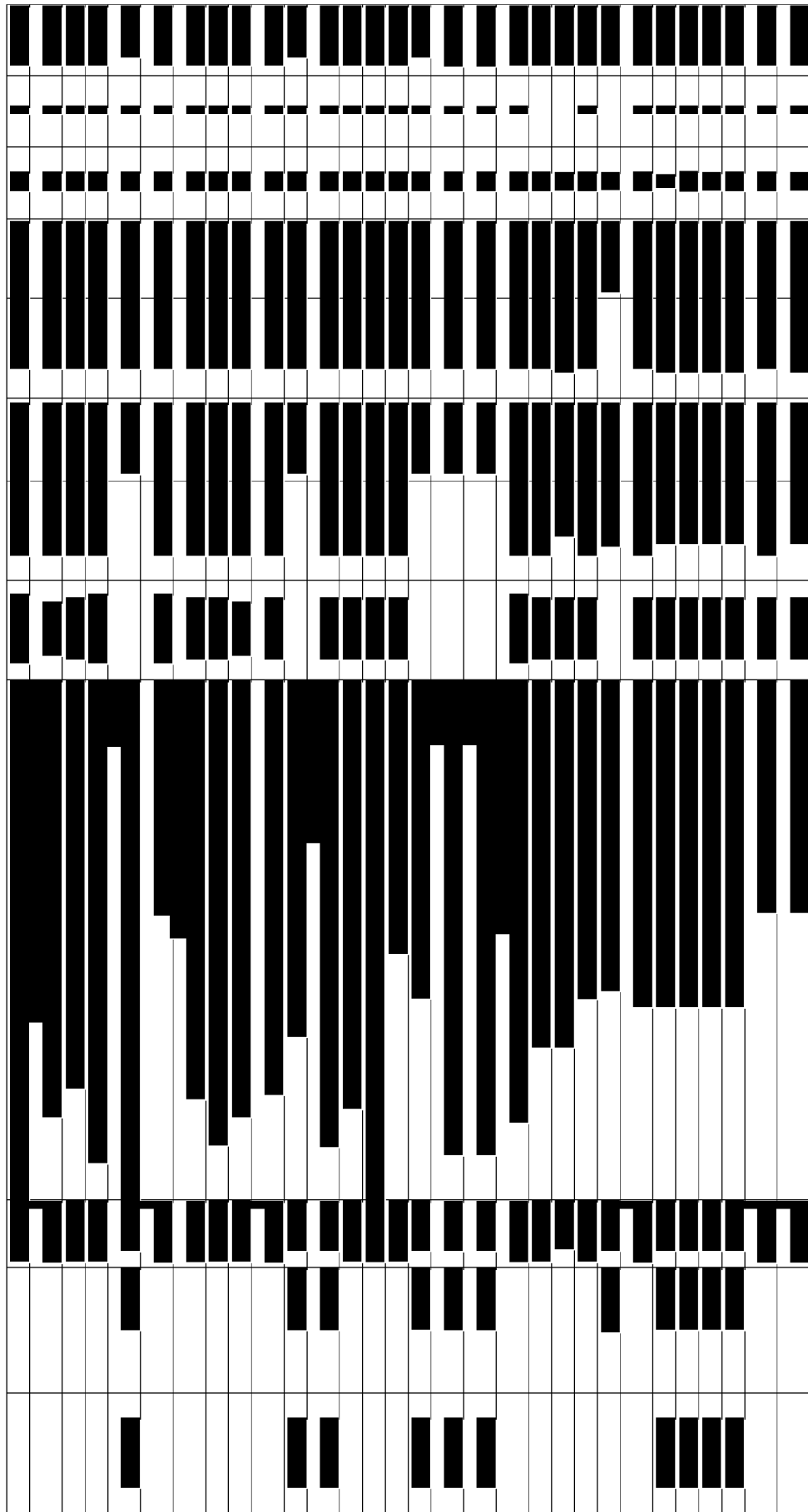




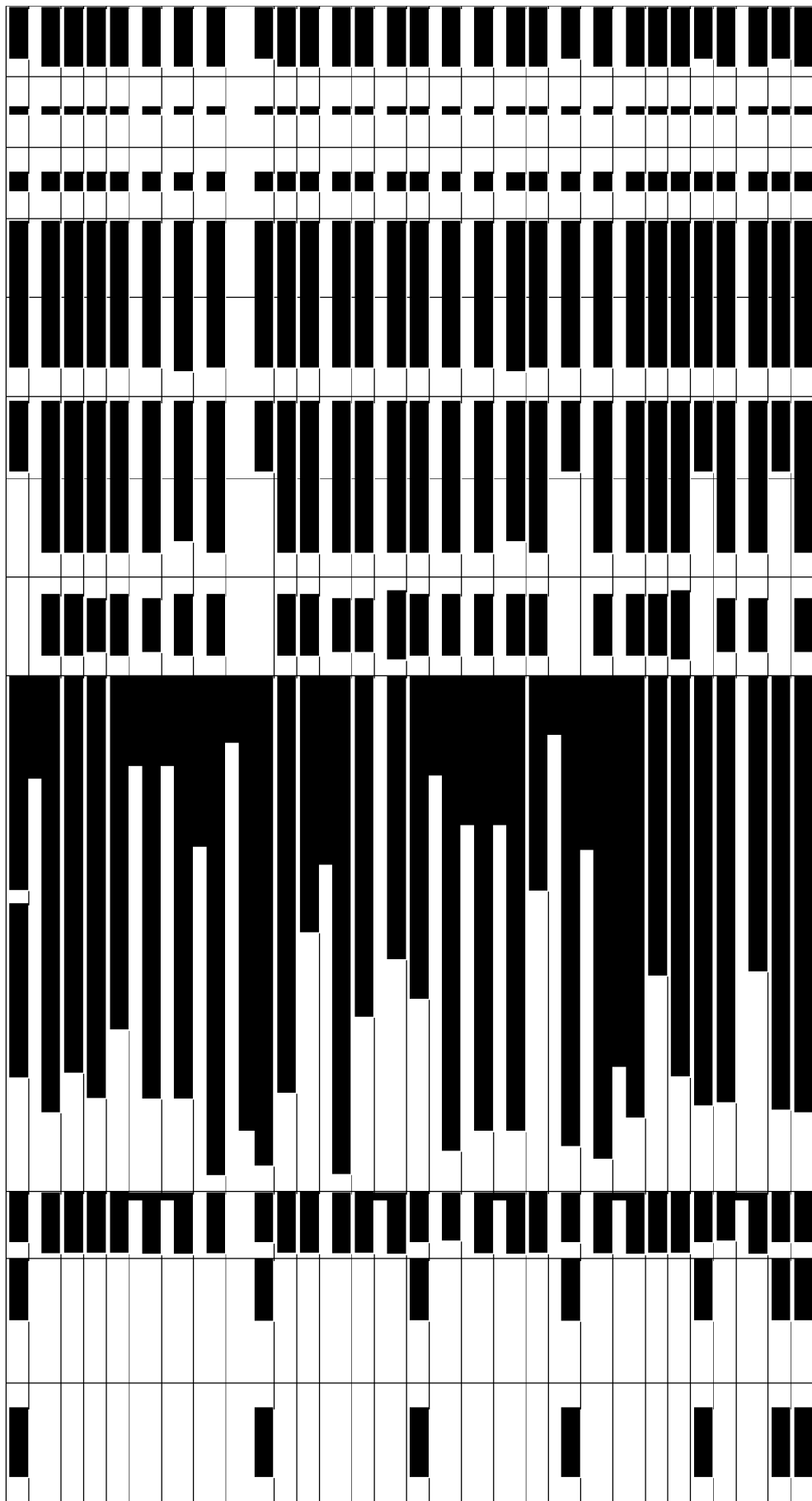
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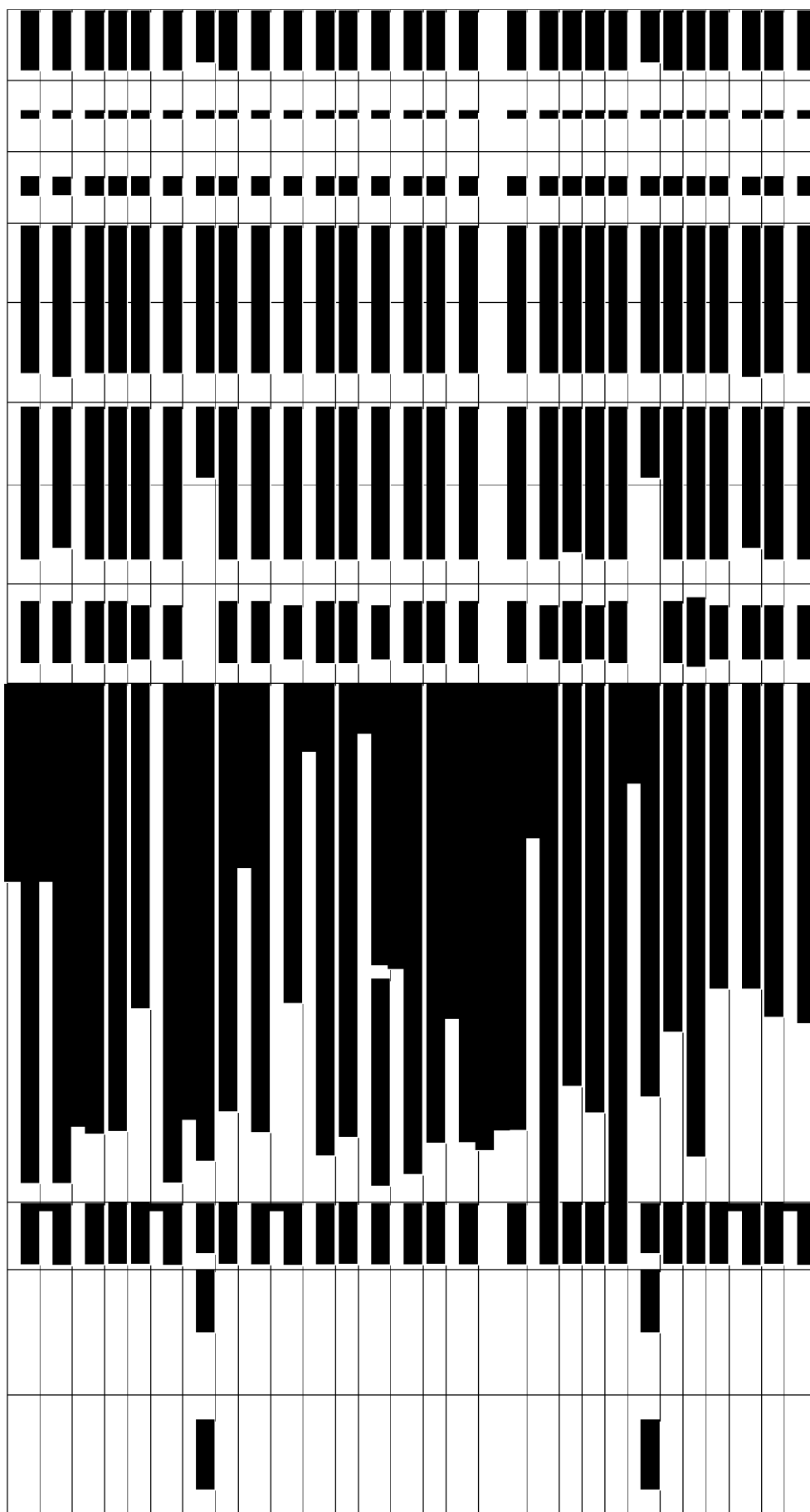


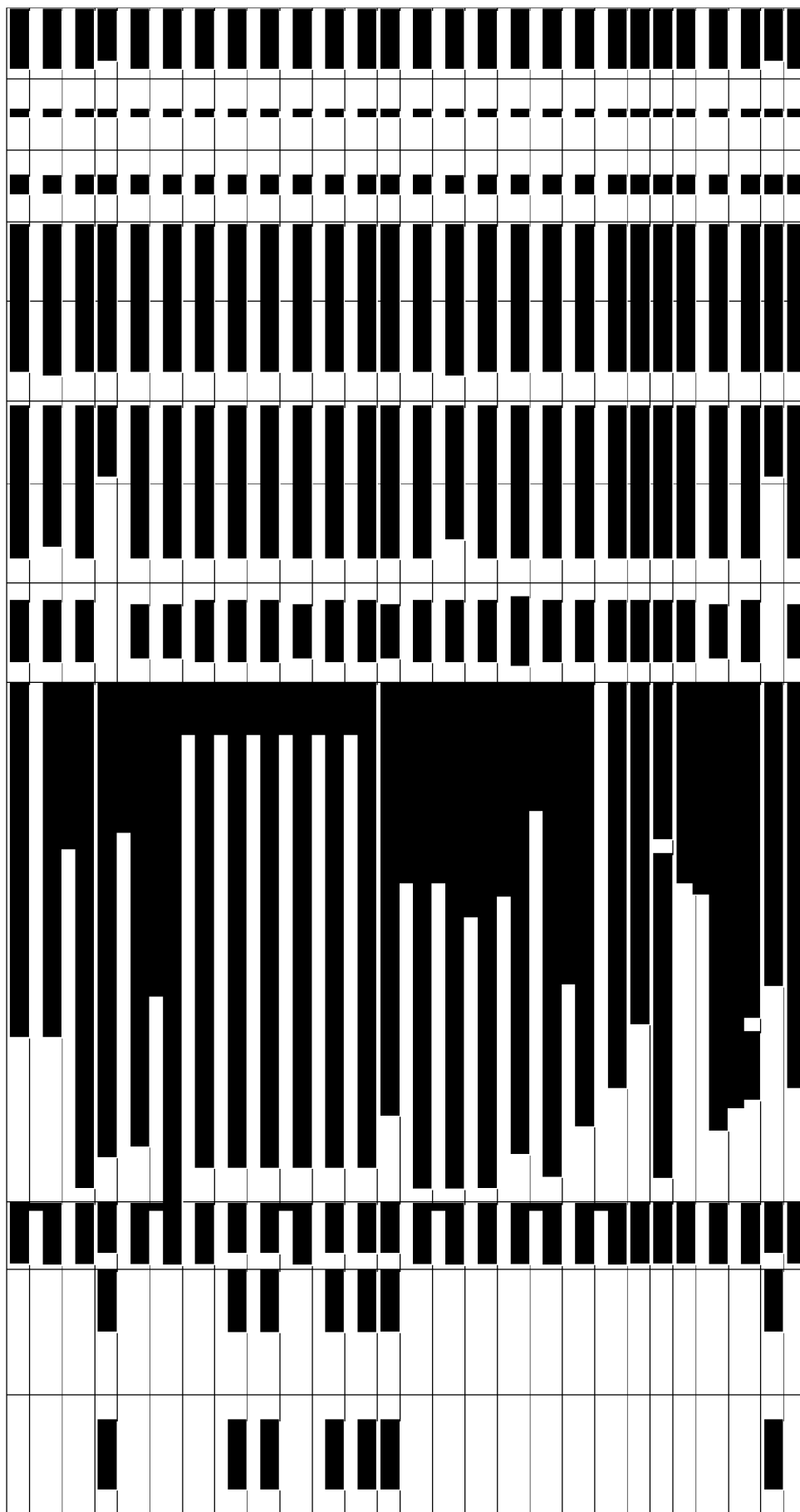


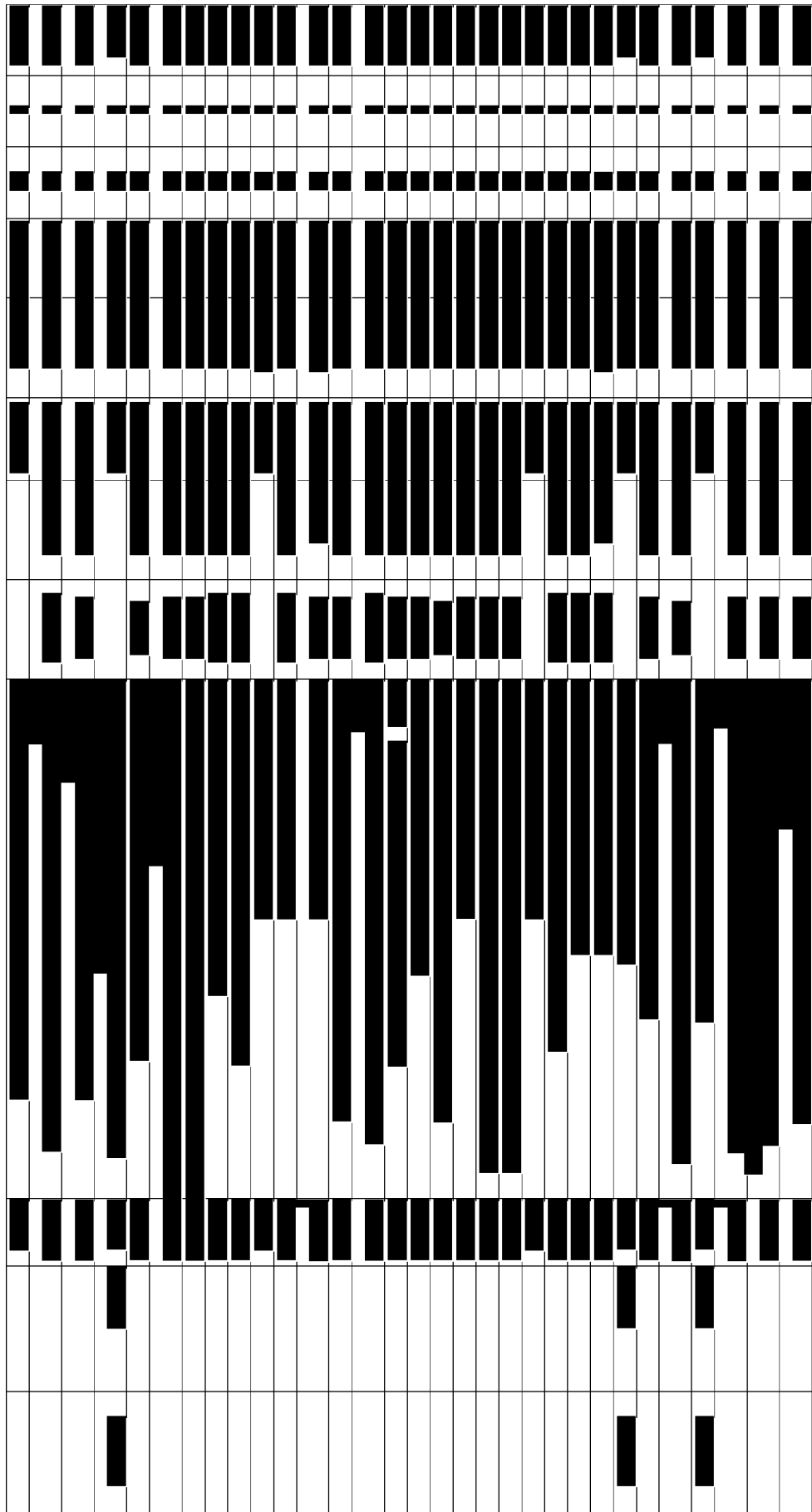


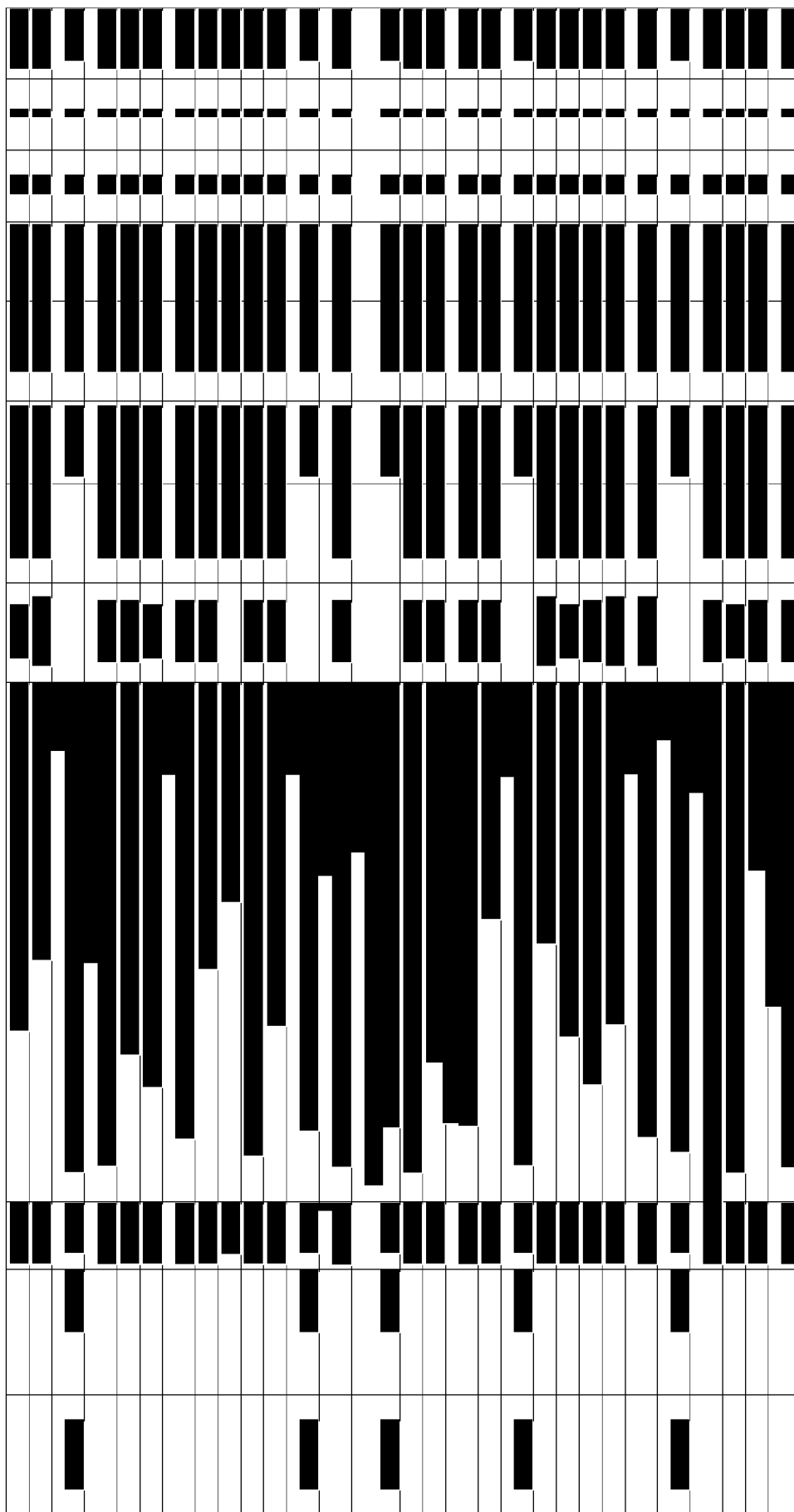
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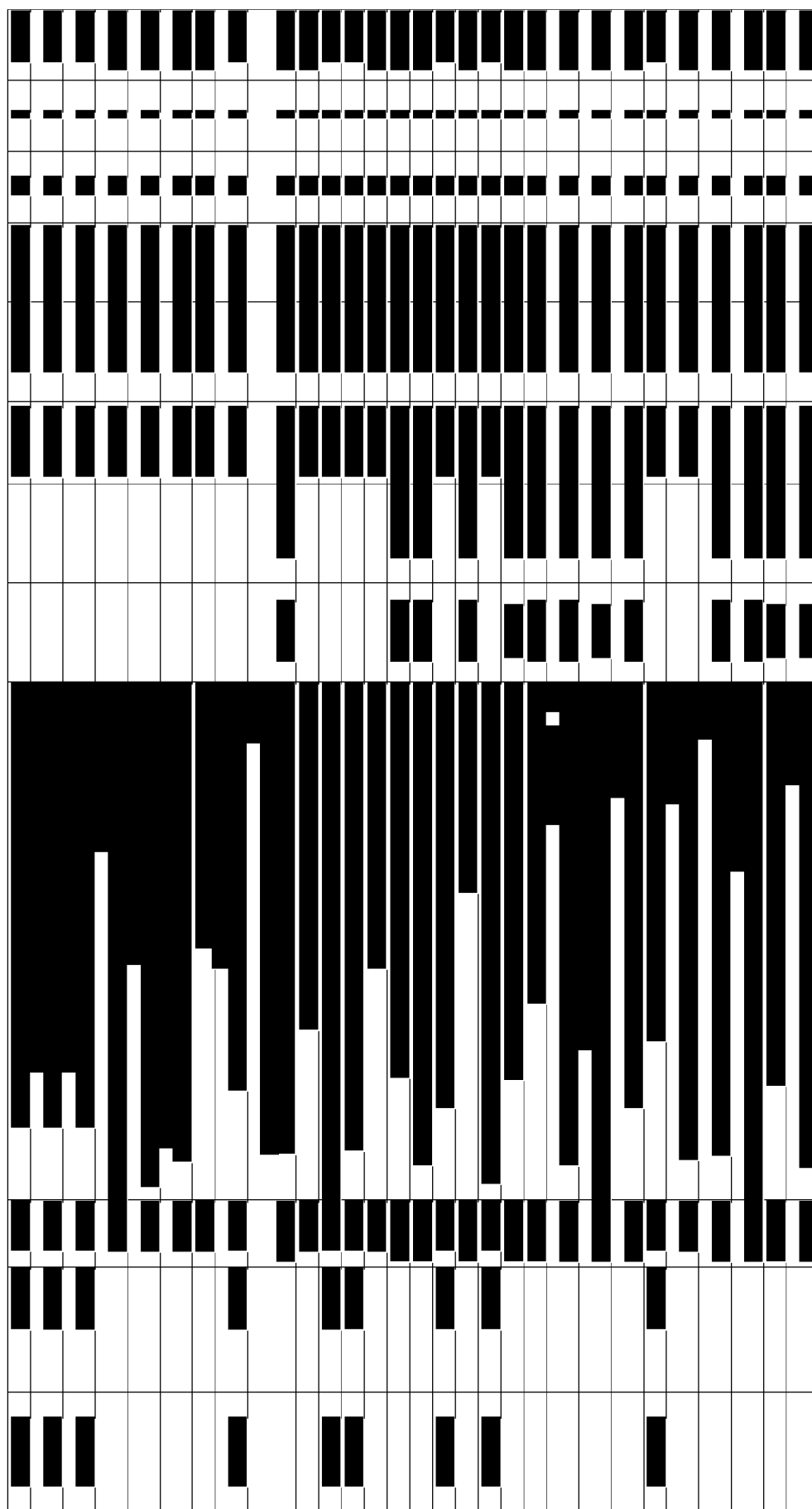


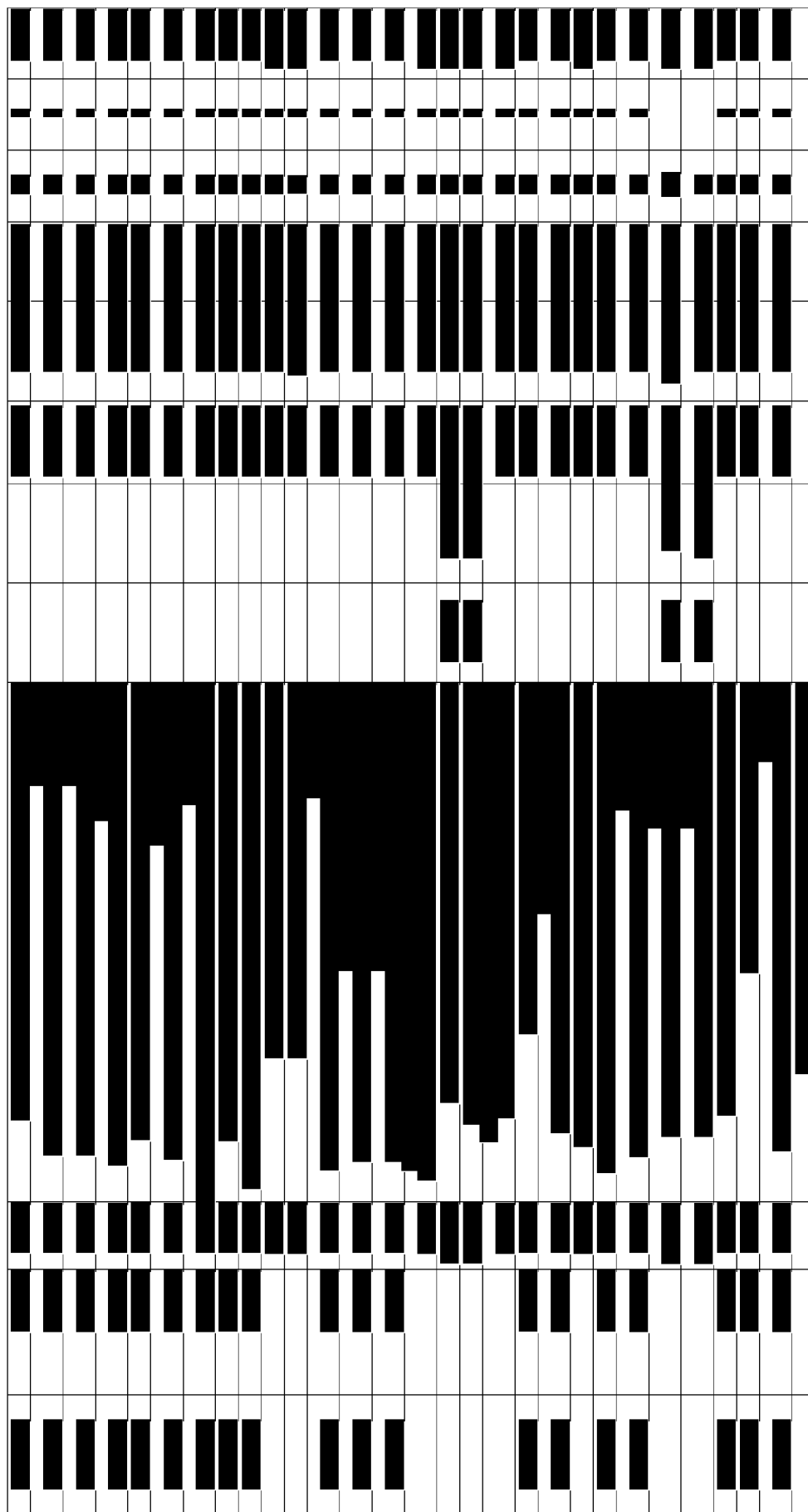


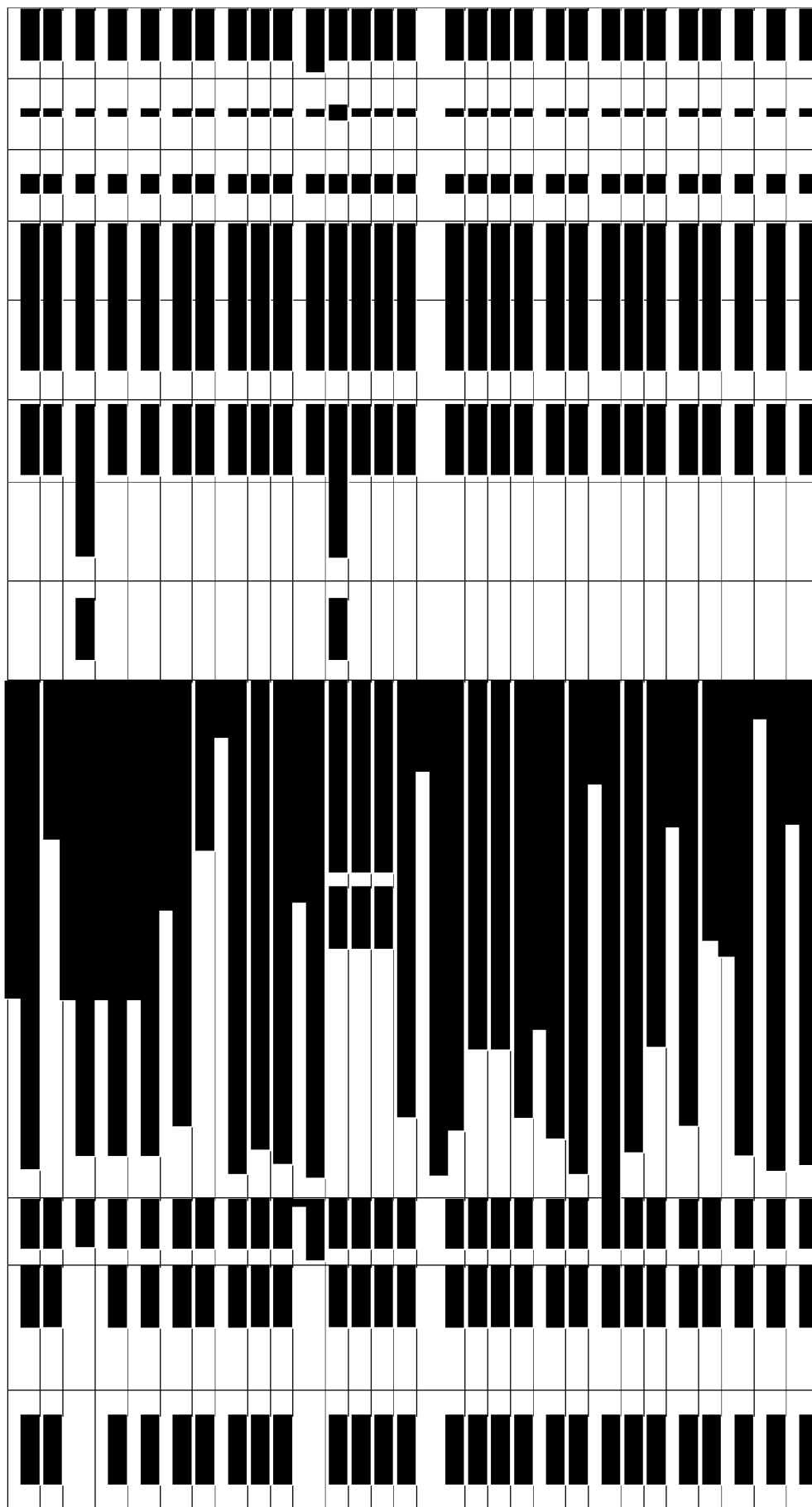


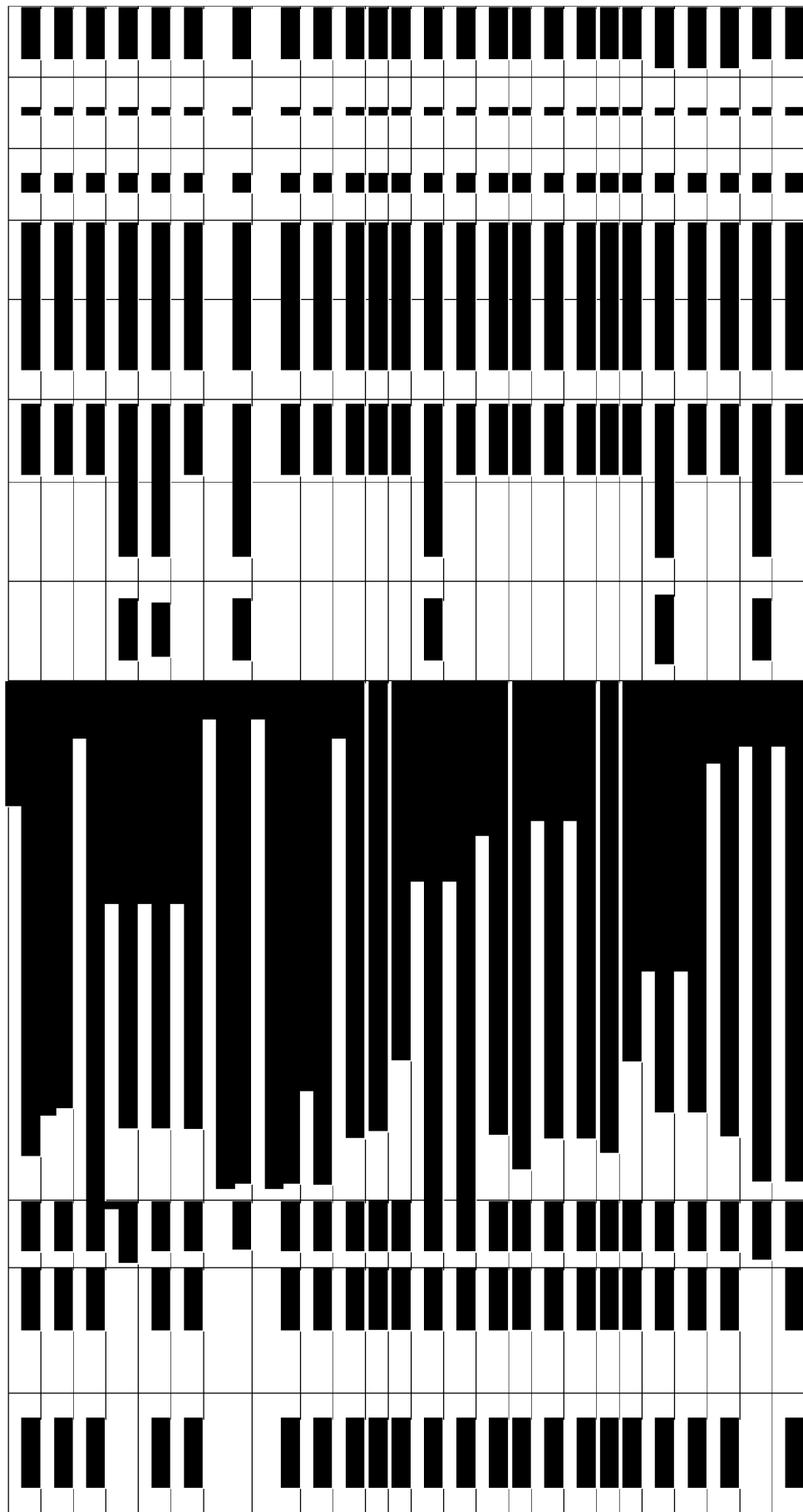


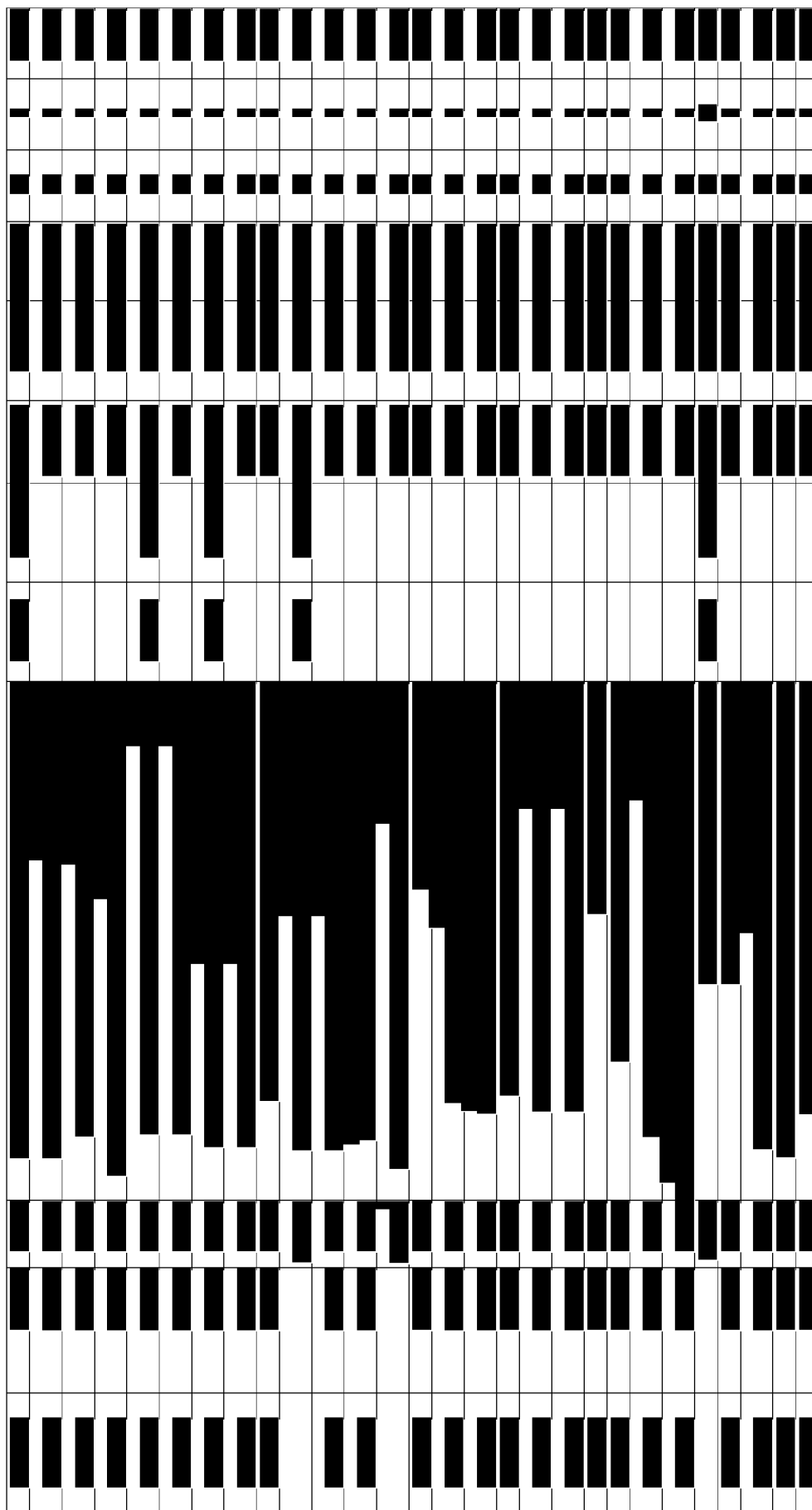


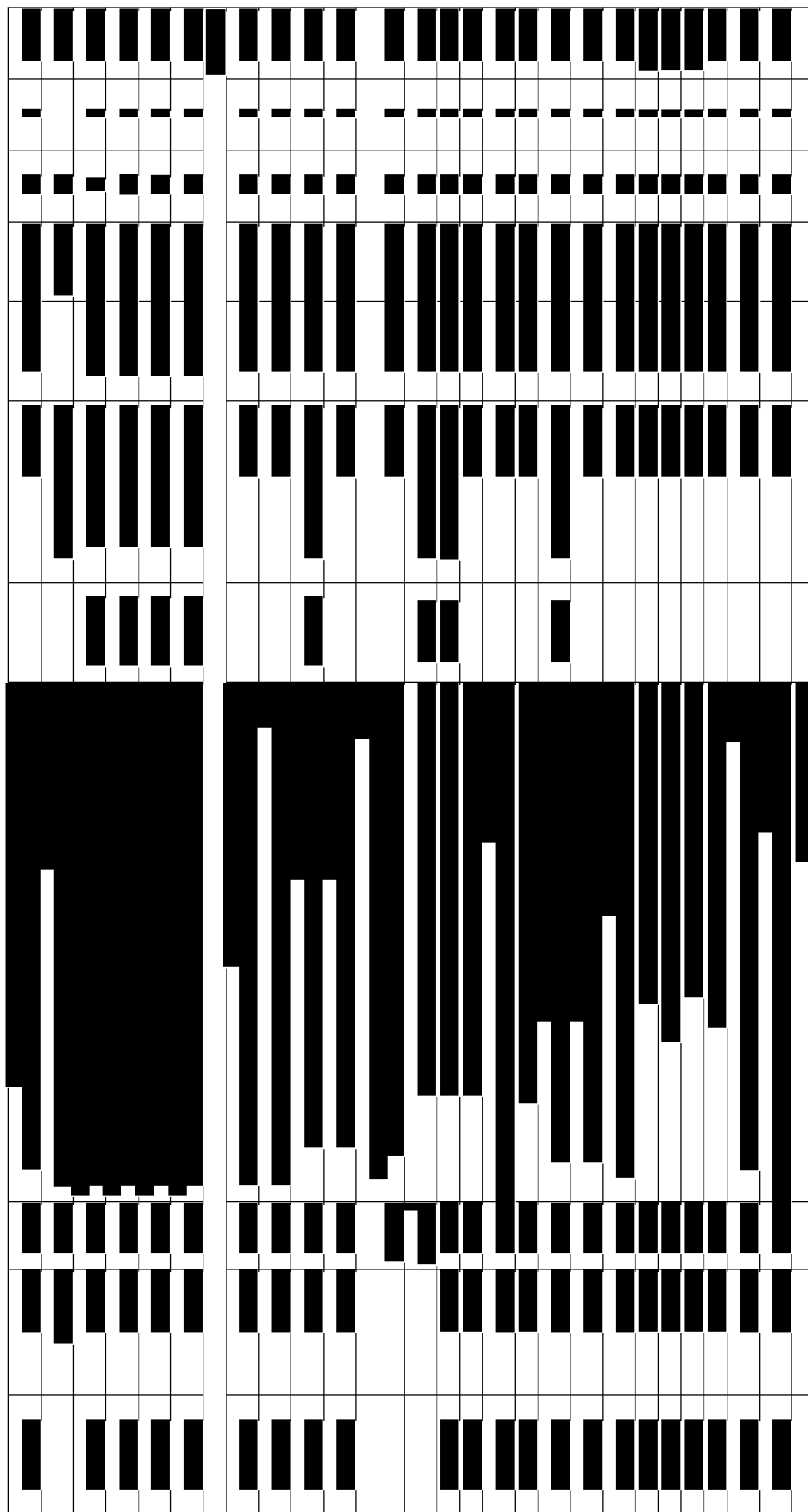


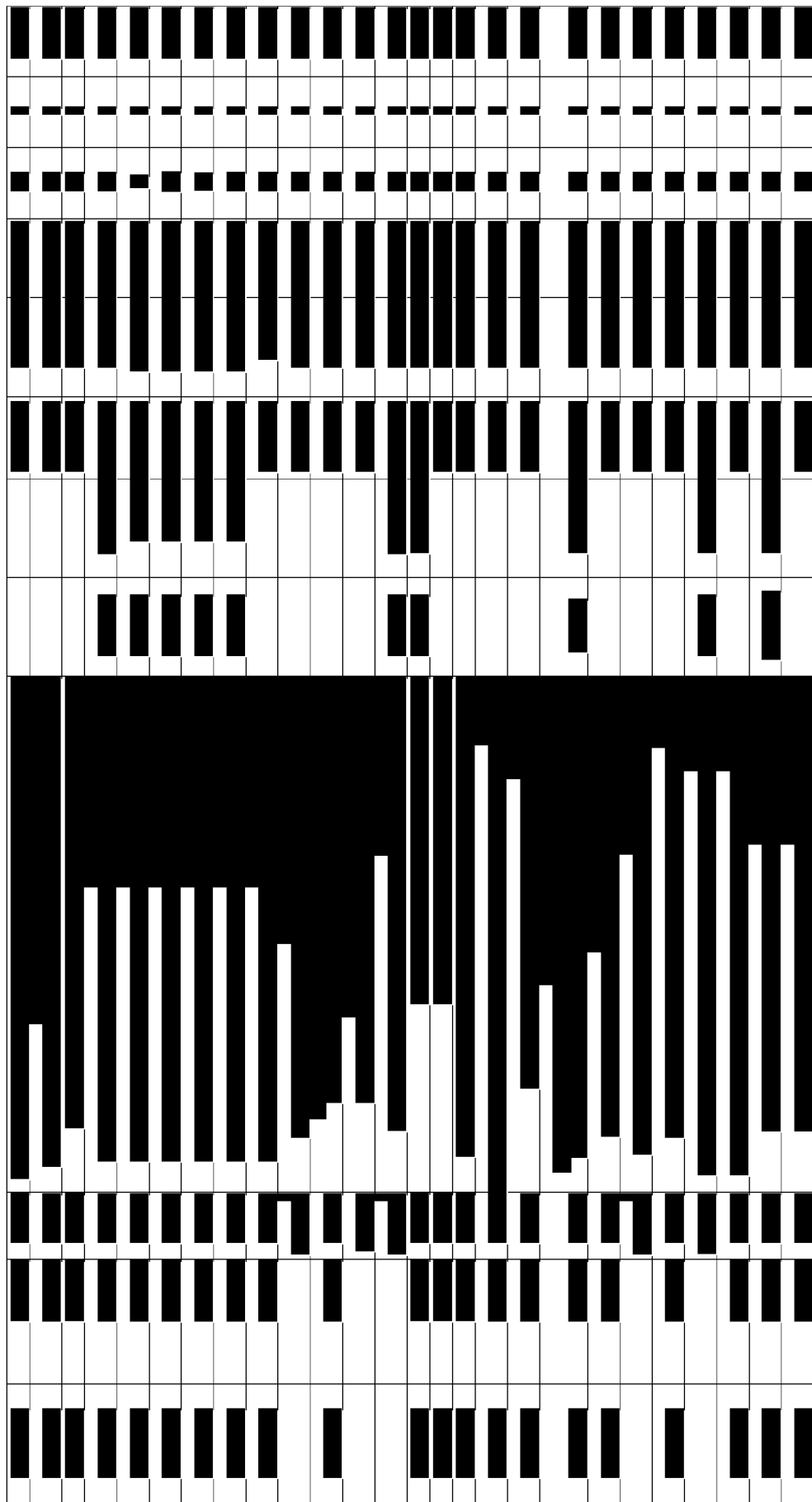


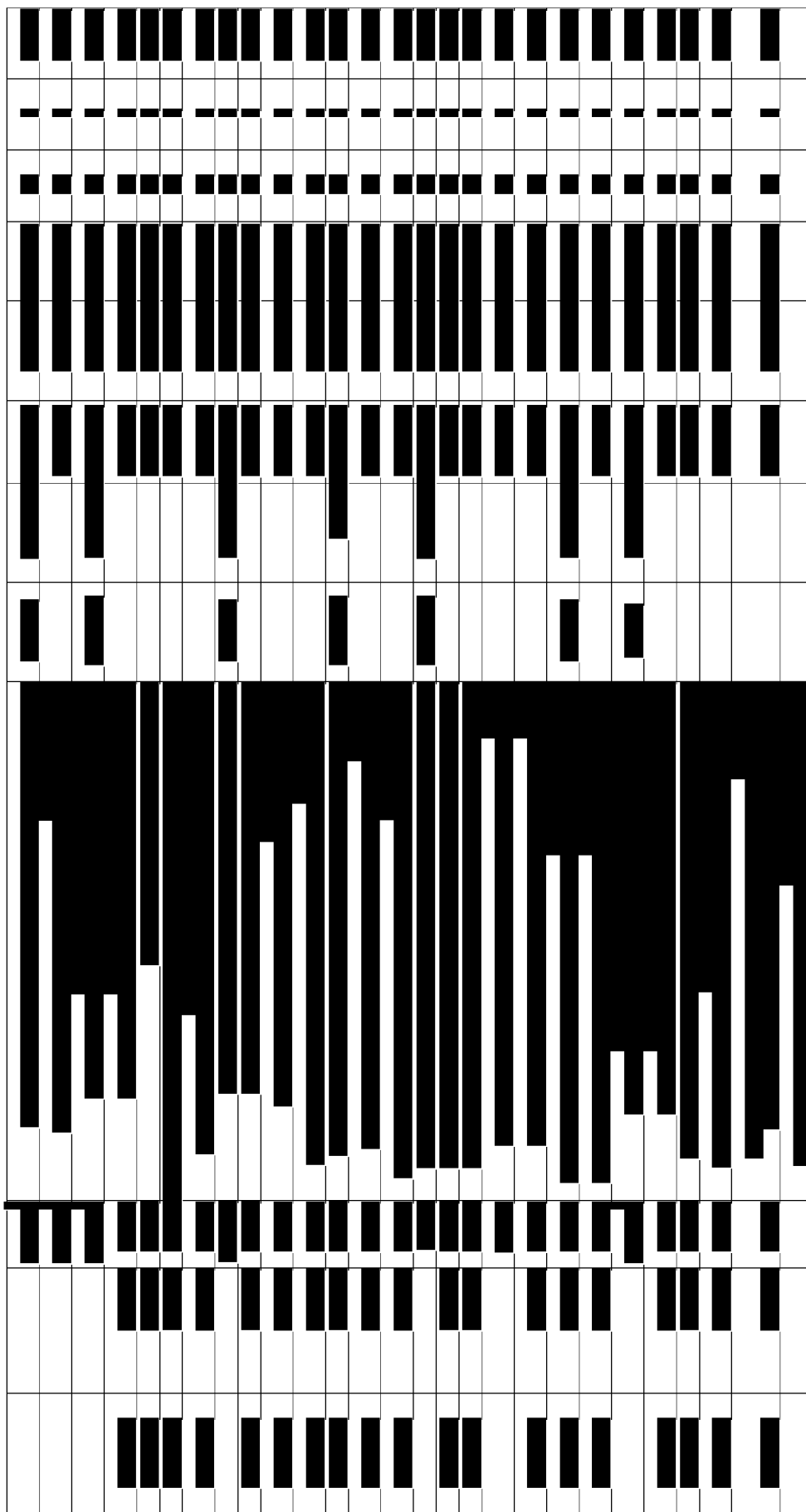


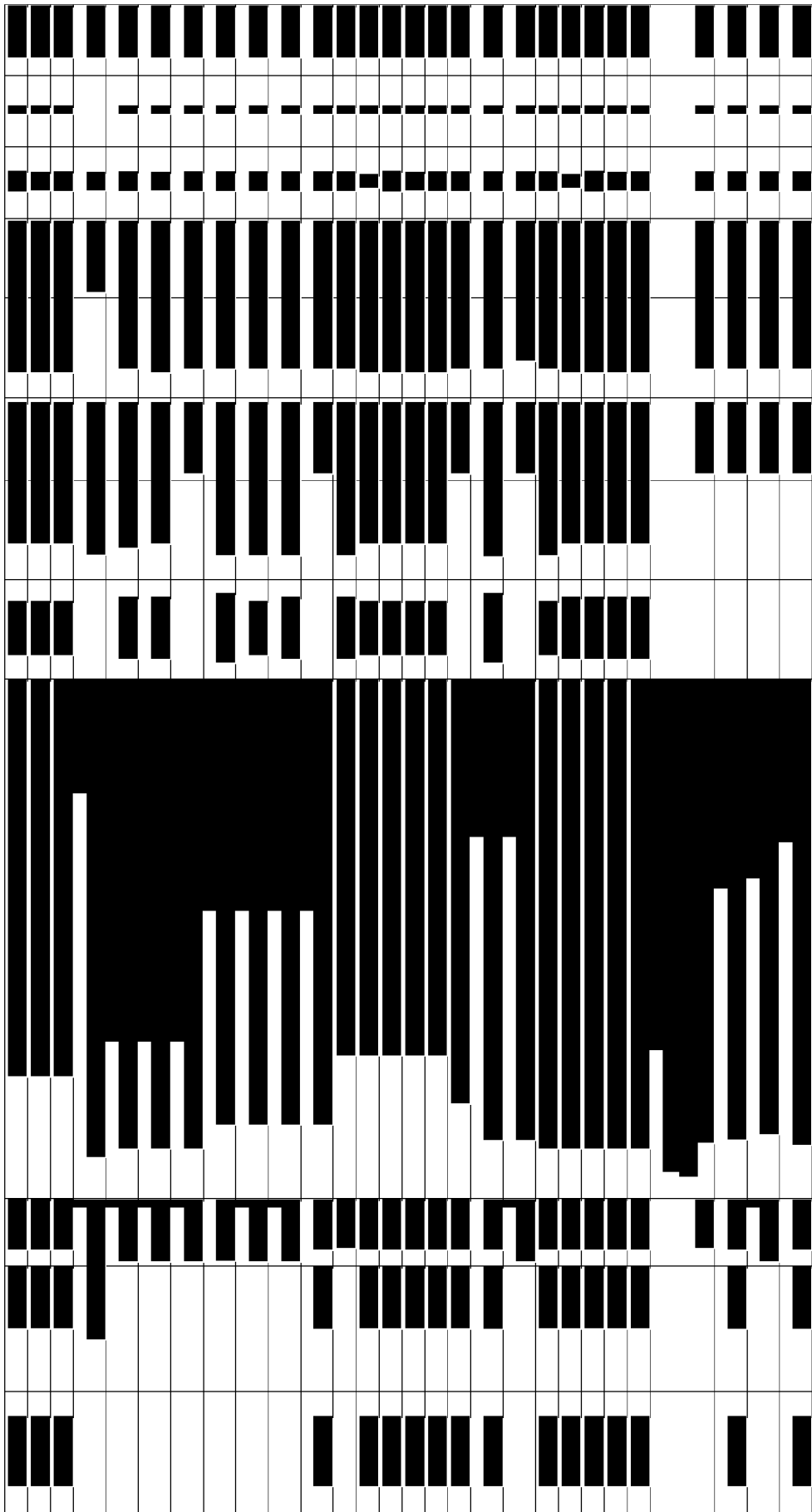


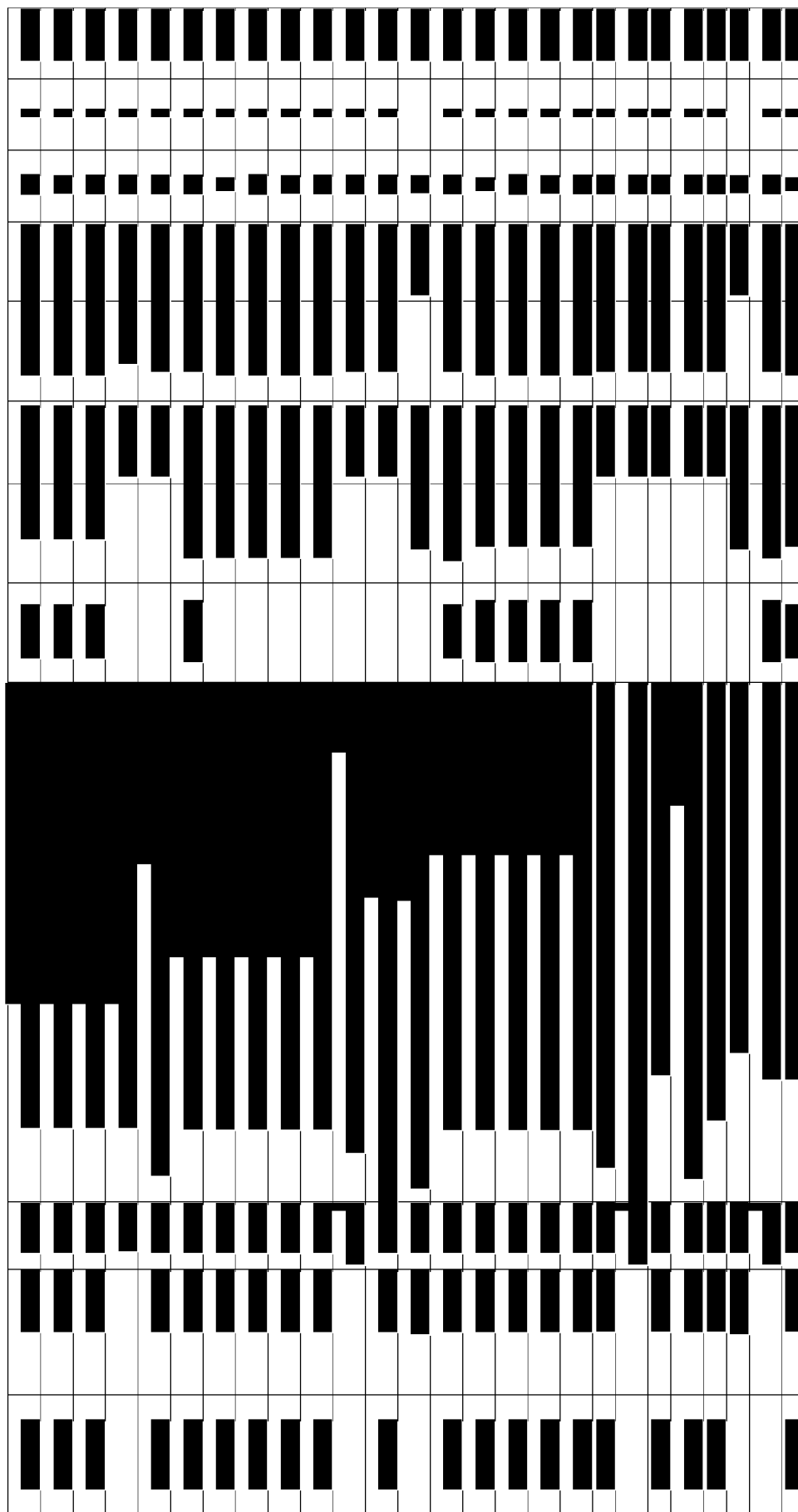


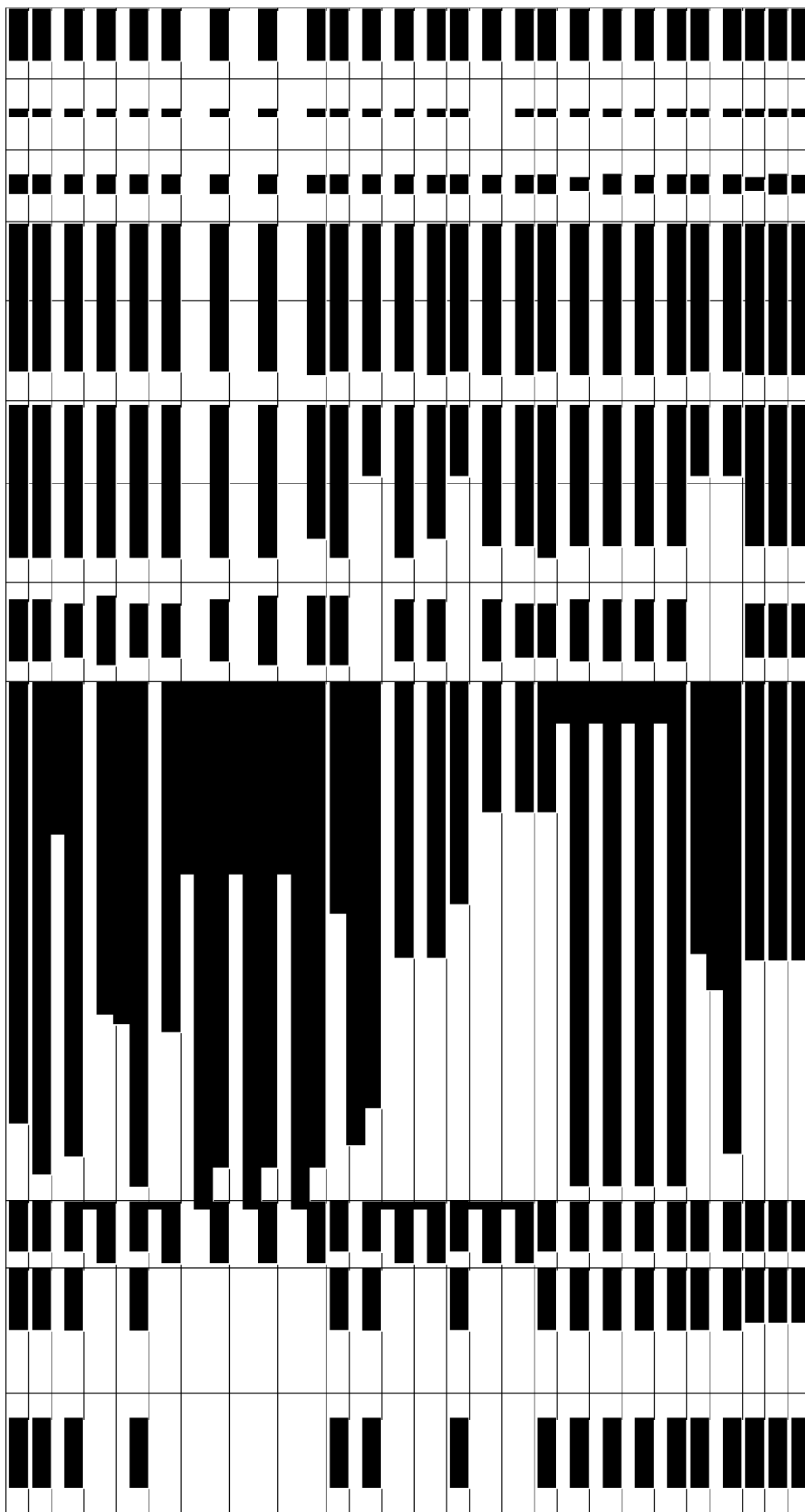


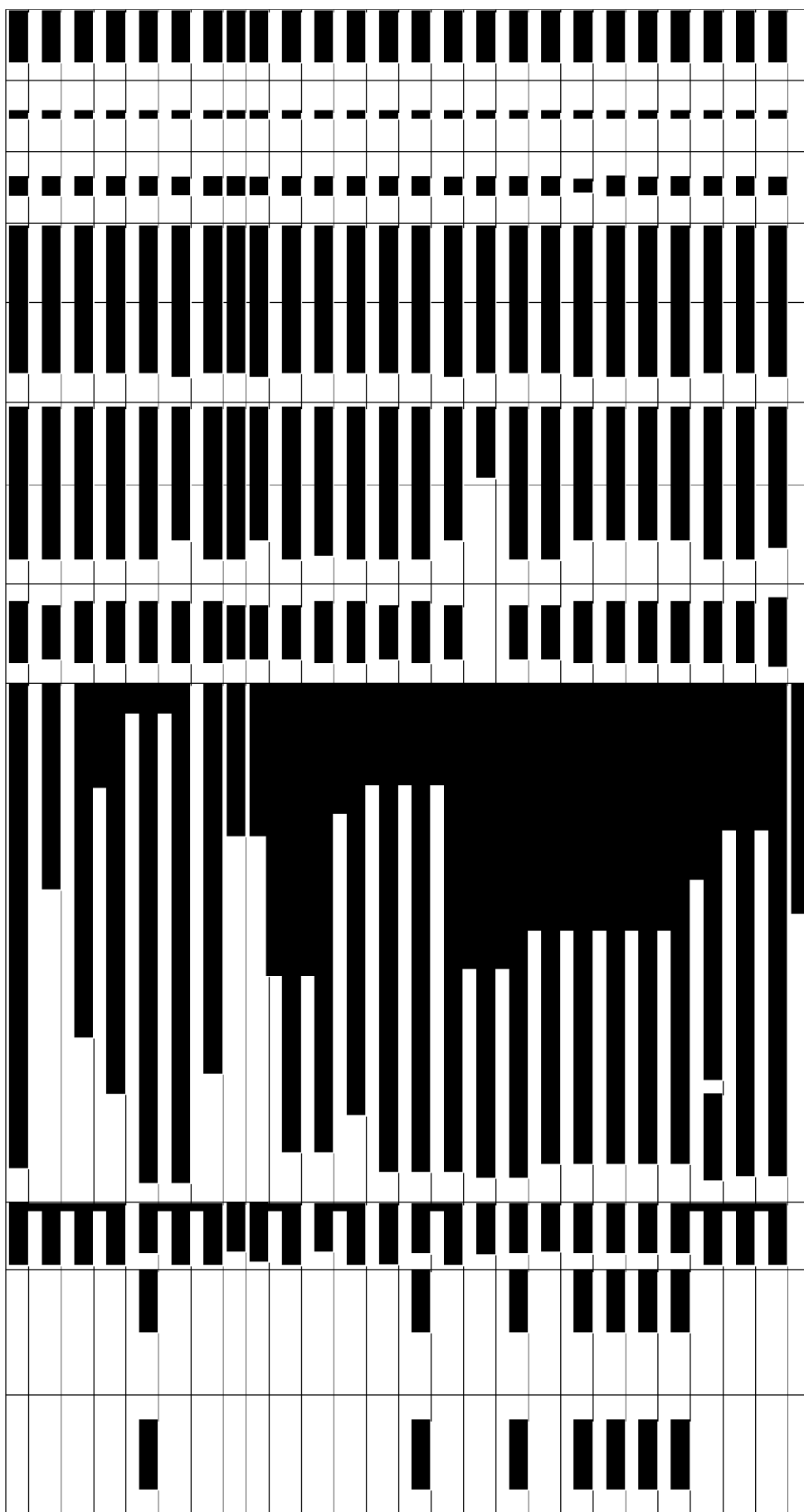


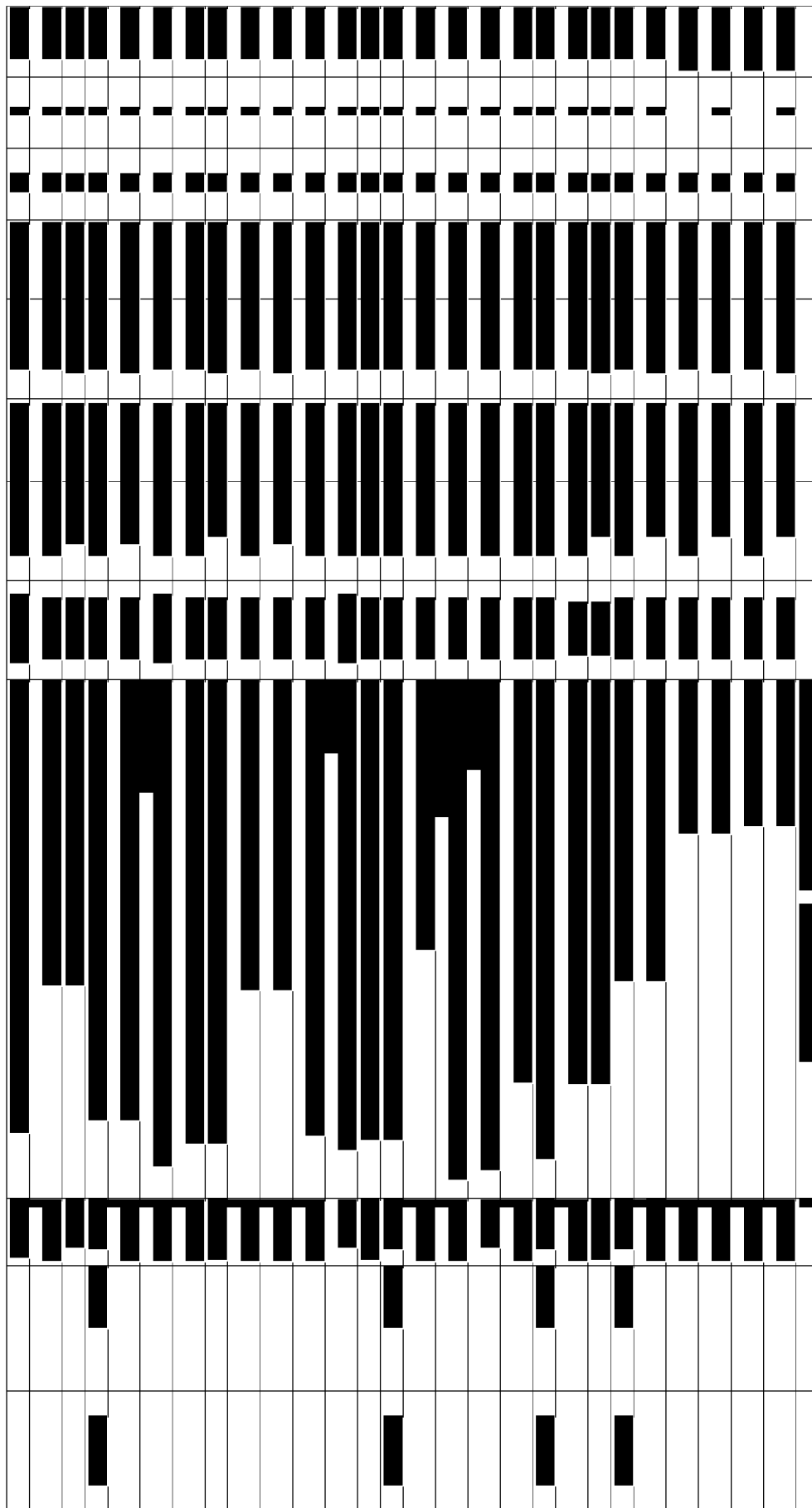


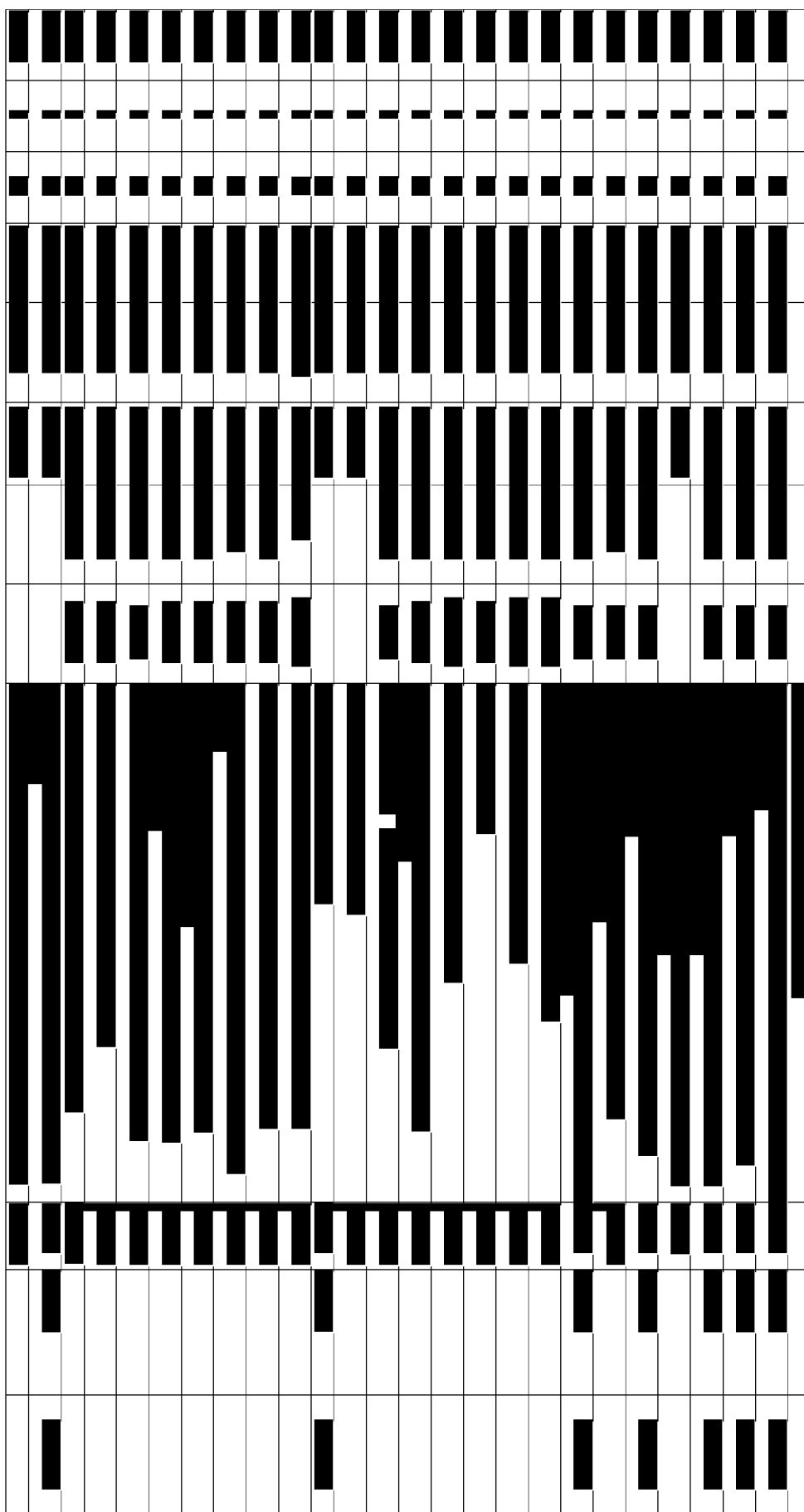


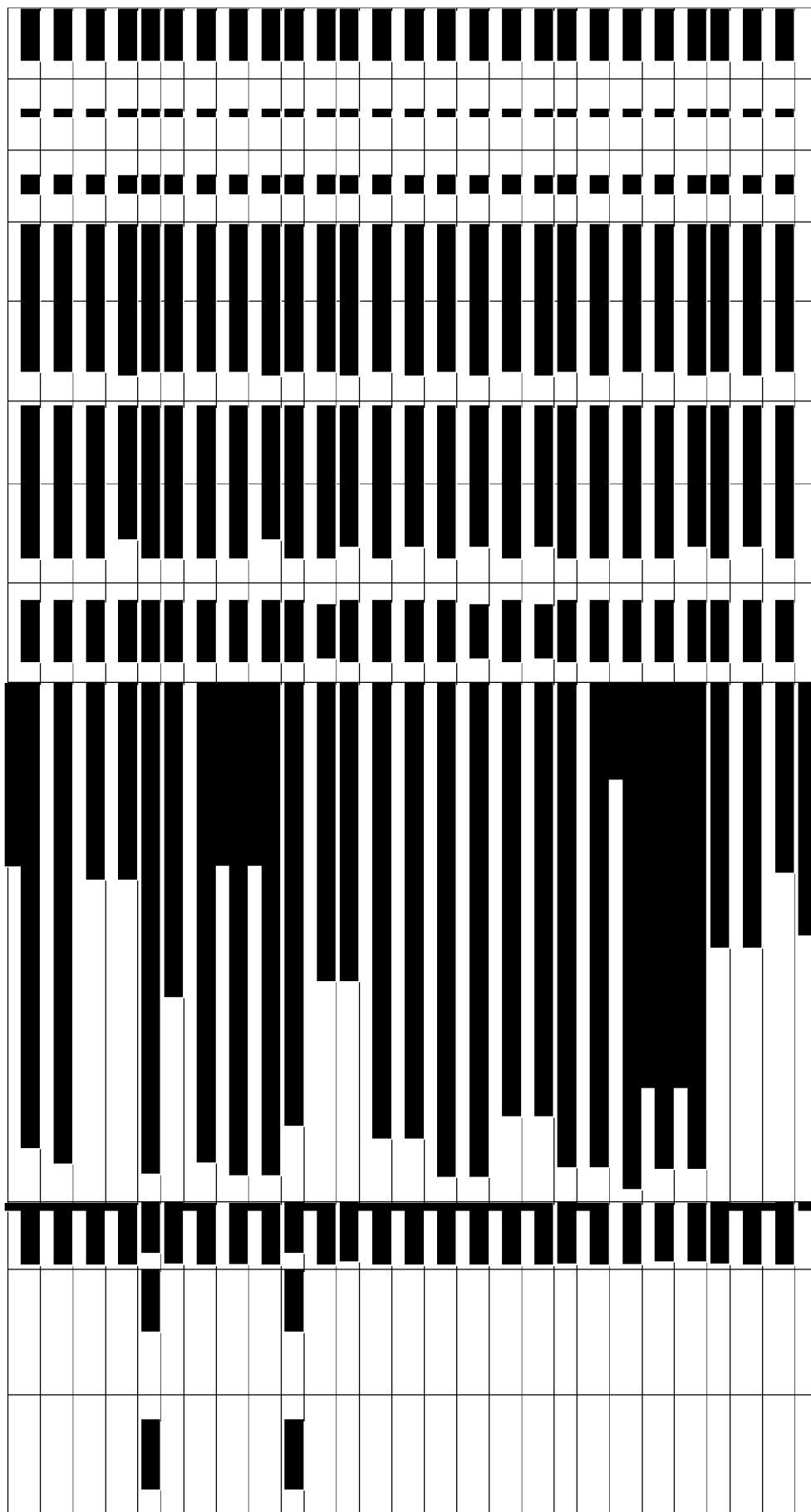


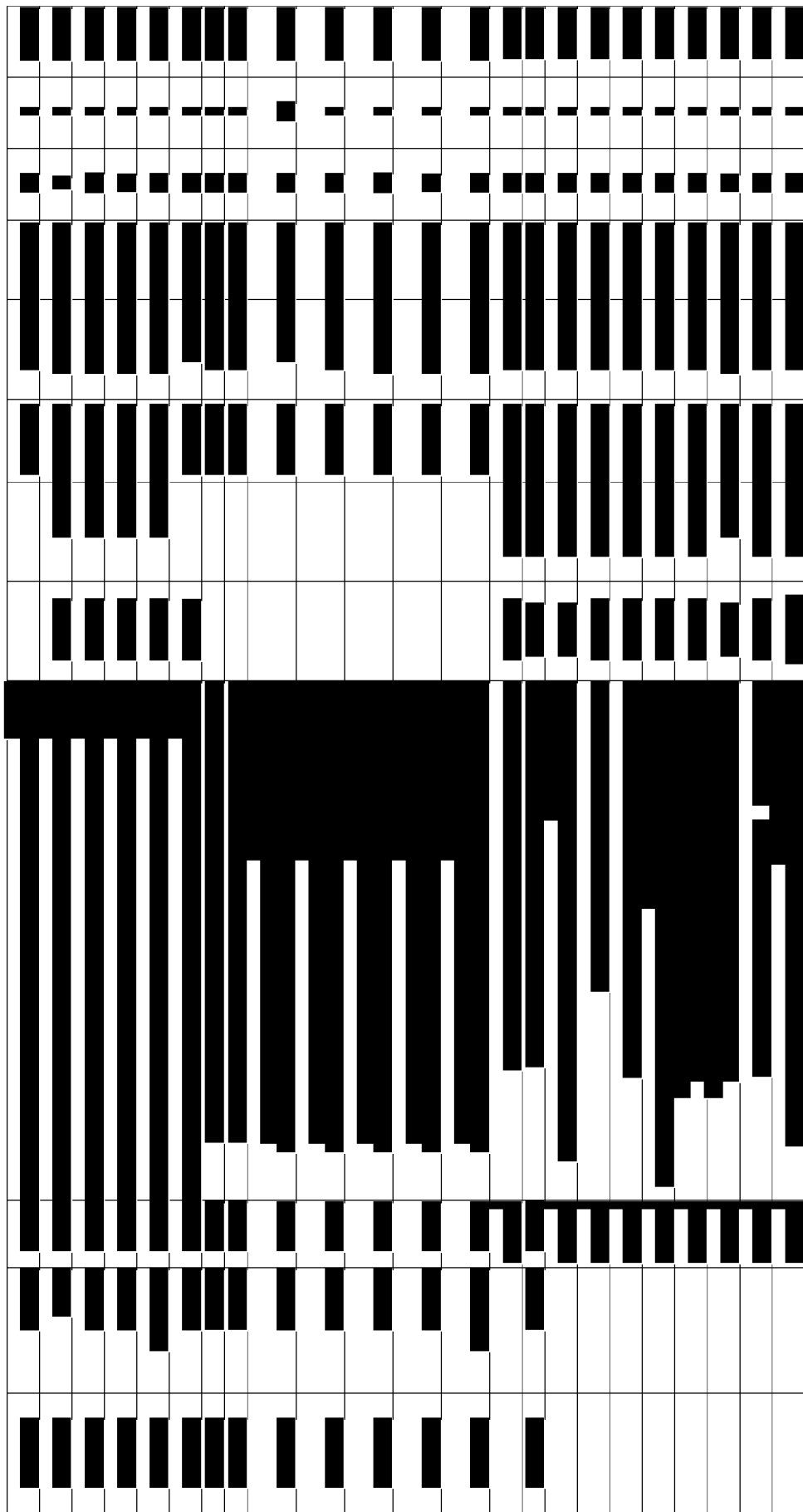


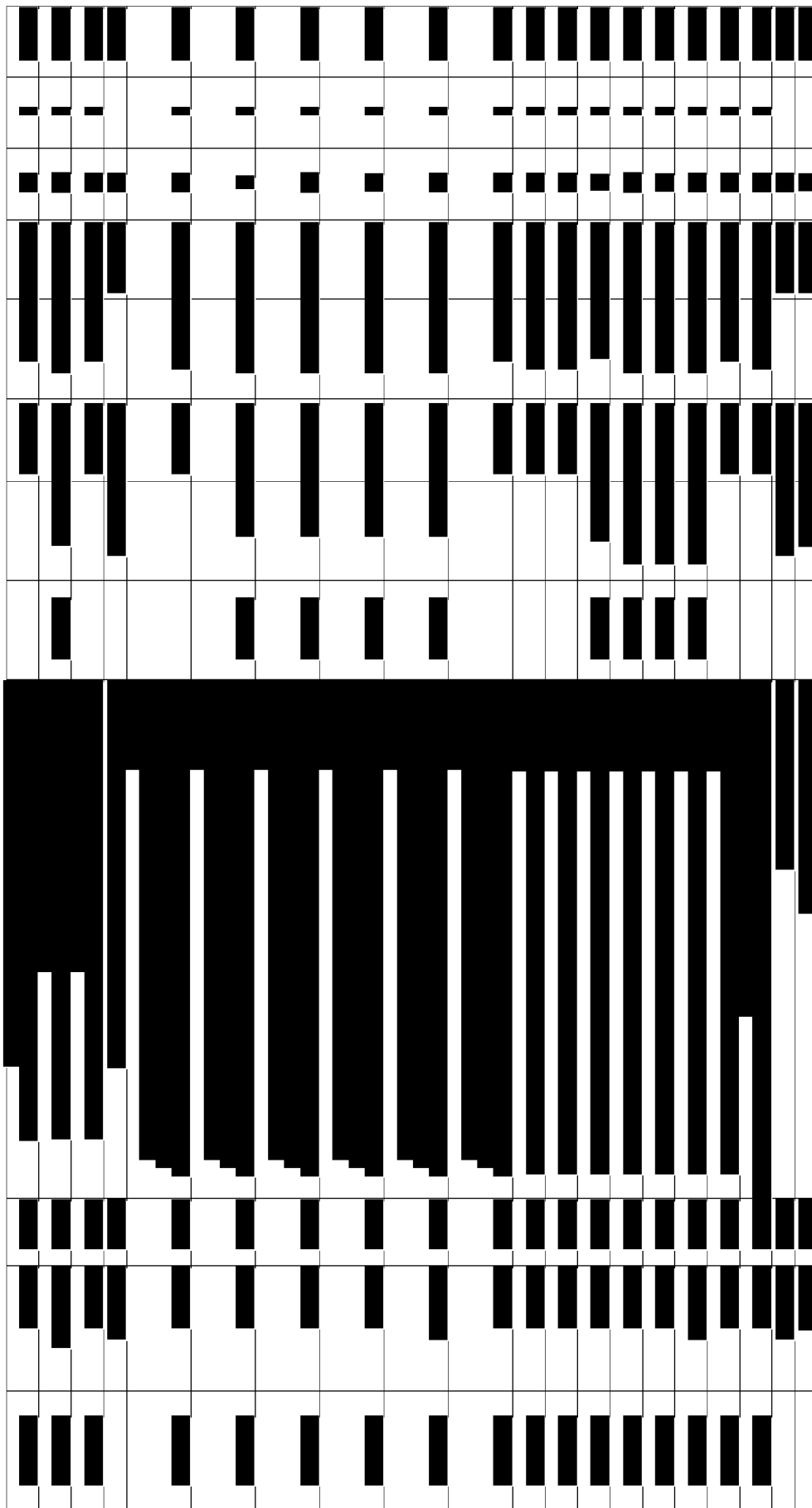


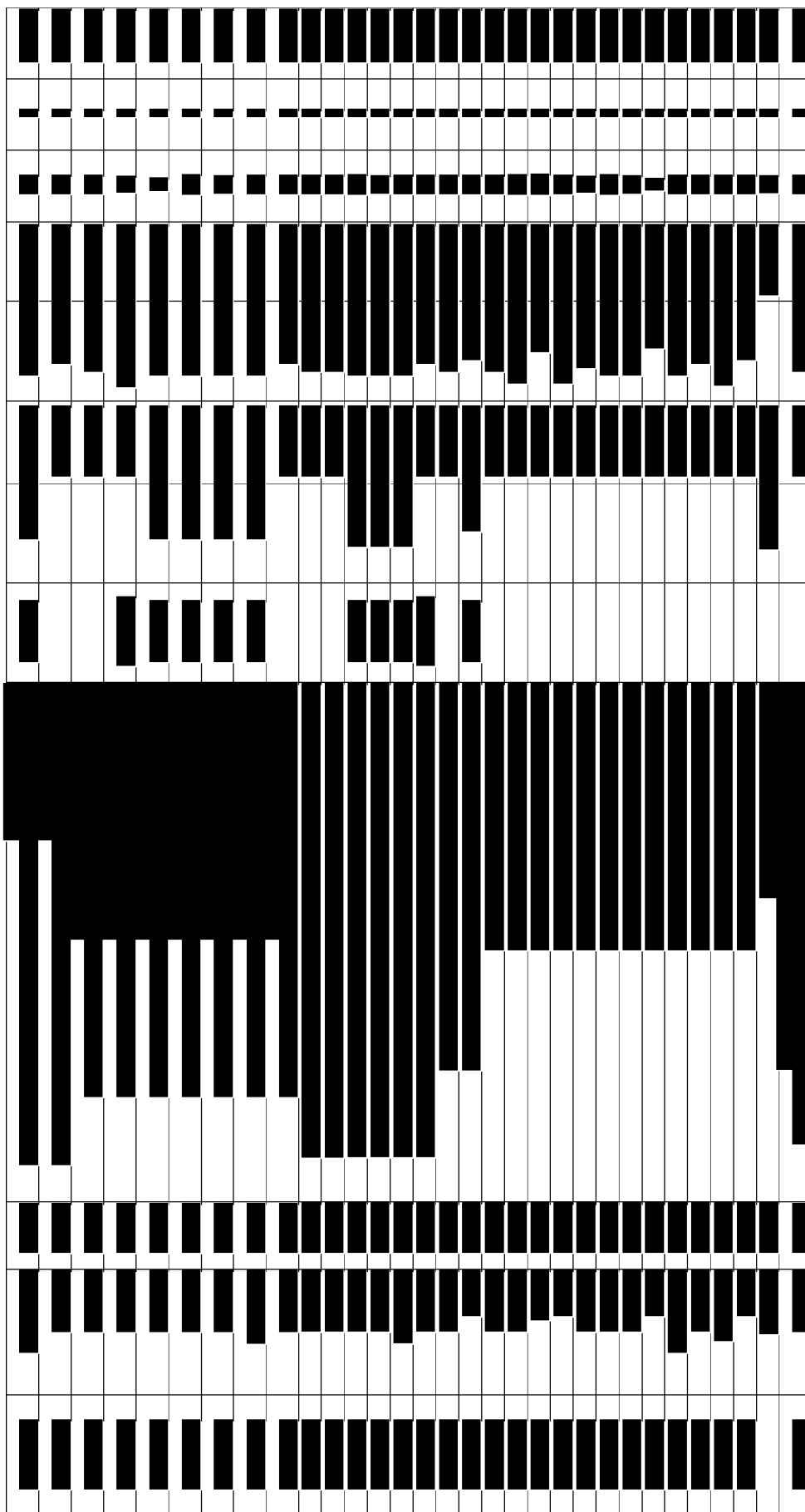


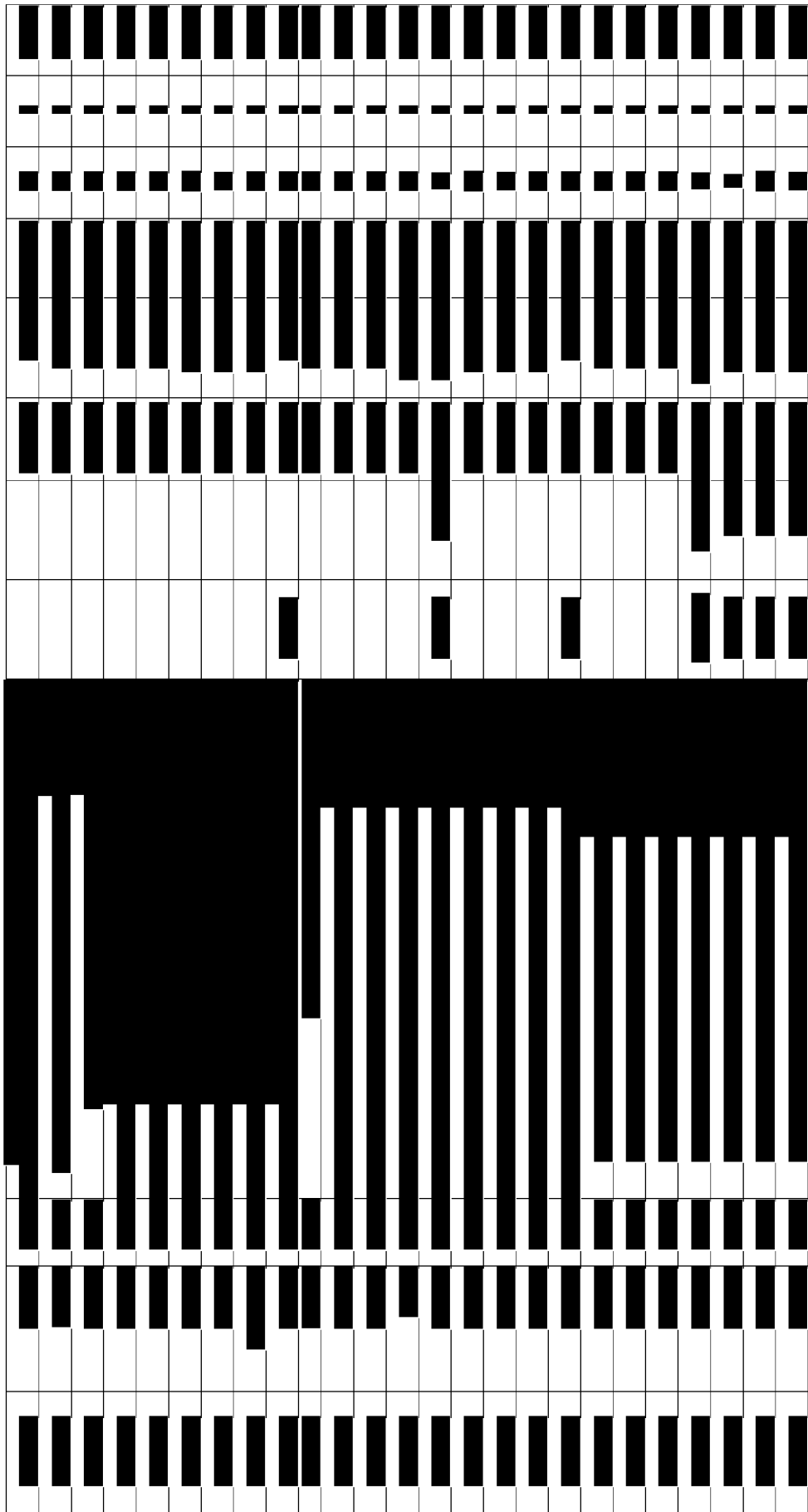


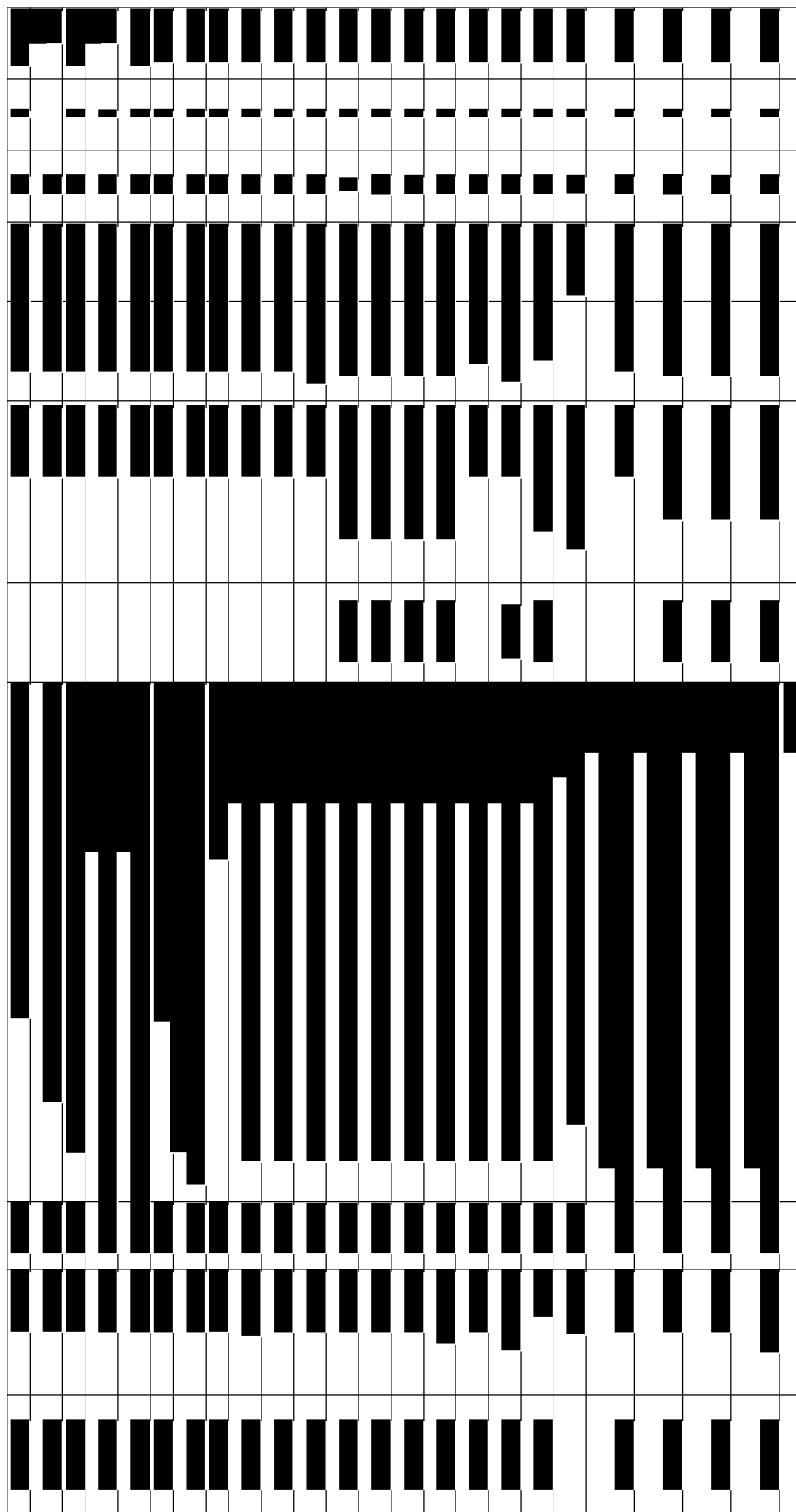














APPENDIX C

CPTN PATENT ASSIGNMENT AGREEMENT

This CPTN PATENT ASSIGNMENT AGREEMENT, dated SEP 9, 2011 (this "Agreement"), is entered into by and between CPTN Holdings LLC ("Assignor") and Oracle International Corporation ("Assignee"). Both Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, Assignor entered into a Patent License Agreement by and among Assignor, Apple Inc., EMC Corporation, Microsoft Corporation and Oracle Corporation dated as of November 21, 2010 (the "PLA"); and

WHEREAS, pursuant to the terms of the PLA, Assignor wishes to assign certain rights to Assignee and Assignee wishes to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as set forth herein.

Assignor hereby sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all right, title and interest Assignor has in and to certain patents and patent applications which are listed on attached Schedule 1 ("Assigned Patents"), including without limitation, any and all legal rights entitled by the original owner of the Assigned Patents and all rights of Assignor to collect royalties under such Assigned Patents, to prosecute all existing Assigned Patents worldwide, to apply for additional patents worldwide and to have Assigned Patents and such additional patents issued in the name of Assignee.

In addition, Assignor hereby sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all right, title and interest to sue for past, present and future infringement of the Assigned Patents, including without limitation all right, title and interest in and to all causes of action and enforcement rights, whether known, unknown, pending, filed, or otherwise, in respect of the Assigned Patents, and all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Assigned Patents.

In addition, Assignor hereby sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, (i) all right, title and interest to apply (or continue prosecution) in any and all countries of the world for patents, design patents, utility models, certificates of invention or other governmental grants for the Assigned Patents, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, European Patent Convention or any other convention, treaty, agreement or understanding, and (ii) the rights, if any, to revive and/or continue prosecution of any abandoned lapsed, rejected, cancelled, expired or unenforceable Assigned Patents.

Concurrently herewith, Assignor is delivering to Assignee a Confirmation of Patent Assignment in the form attached hereto as Exhibit A, duly executed by Assignor, evidencing the foregoing assignments.

Notwithstanding anything herein to the contrary, Assignee agrees that this Agreement and the rights granted herein shall be subject to the terms and conditions of the PLA, including, without limitation, the licenses, releases and covenants granted therein, and that Assignee shall require any subsequent assignee of all or any part of such rights to acknowledge the same in writing and to require such acknowledgement in connection with any further assignment of such rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention or equivalent which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Agreement shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

[Signature Page Follows]

IN WITNESS WHEREOF this Agreement is executed at Redmond WA on
Sept 9 2011

ASSIGNOR

By: [Signature]

Name: Ben Dindorf

Title: Manager

(Signature MUST be notarized)

ASSIGNEE

By: [Signature]

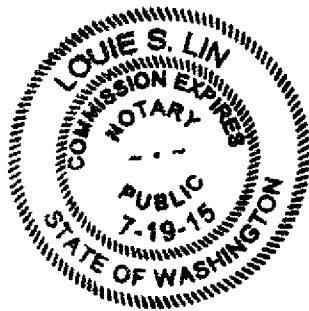
Name: Brian S. Higgins


Title: Vice President

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Benjamin O. Orndorff is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Manager of CPTN Holdings LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 9th day of September, 2011.





LOUIE S. LIN – NOTARY PUBLIC
In and for the State of Washington, USA.
Residing at Mercer Island, Washington, USA.
My Appointment expires: July 19, 2015

EXHIBIT A – CONFIRMATION OF PATENT ASSIGNMENT

This **CONFIRMATION OF PATENT ASSIGNMENT**, dated SEP. 9, 2011 (this "*Confirmation of Assignment*"), is executed by CPTN Holdings LLC ("*Assignor*") for the benefit of Oracle International Corporation ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to a CPTN Patent Assignment Agreement dated as of SEP. 9, 2011 (the "*CPTN Agreement*"), pursuant to which Assignor has Assigned to Assignee all of its right, title and interest in certain patents as set forth herein and in the CPTN Agreement;

WHEREAS, pursuant to the CPTN Agreement, Assignor is required to deliver this Confirmation of Assignment to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby confirms that, pursuant to the CPTN Agreement, it has as of the date hereof sold, assigned, transferred, and conveyed to Assignee all right, title and interest Assignor has in and to certain patents and patent applications which are listed on attached Schedule 1 (the "*Assigned Patents*").

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention or equivalent which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein.

[Signature Page Follows]

IN WITNESS WHEREOF this Assignment is executed at Redmond WA on Sept 9, 2011.

ASSIGNOR

By:

Name:

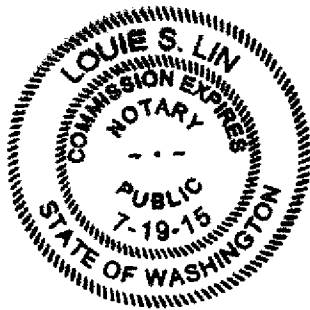
Title:


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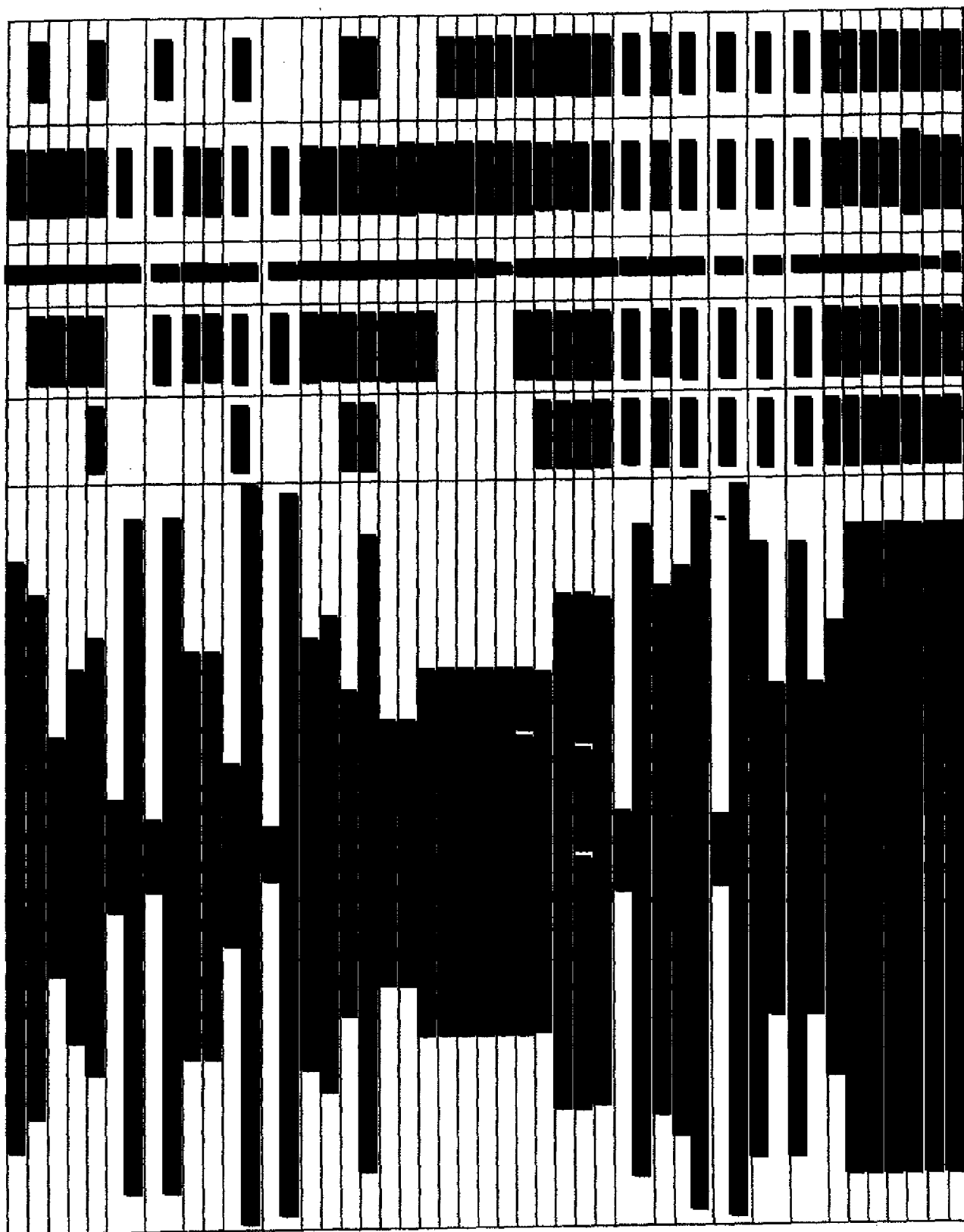
STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

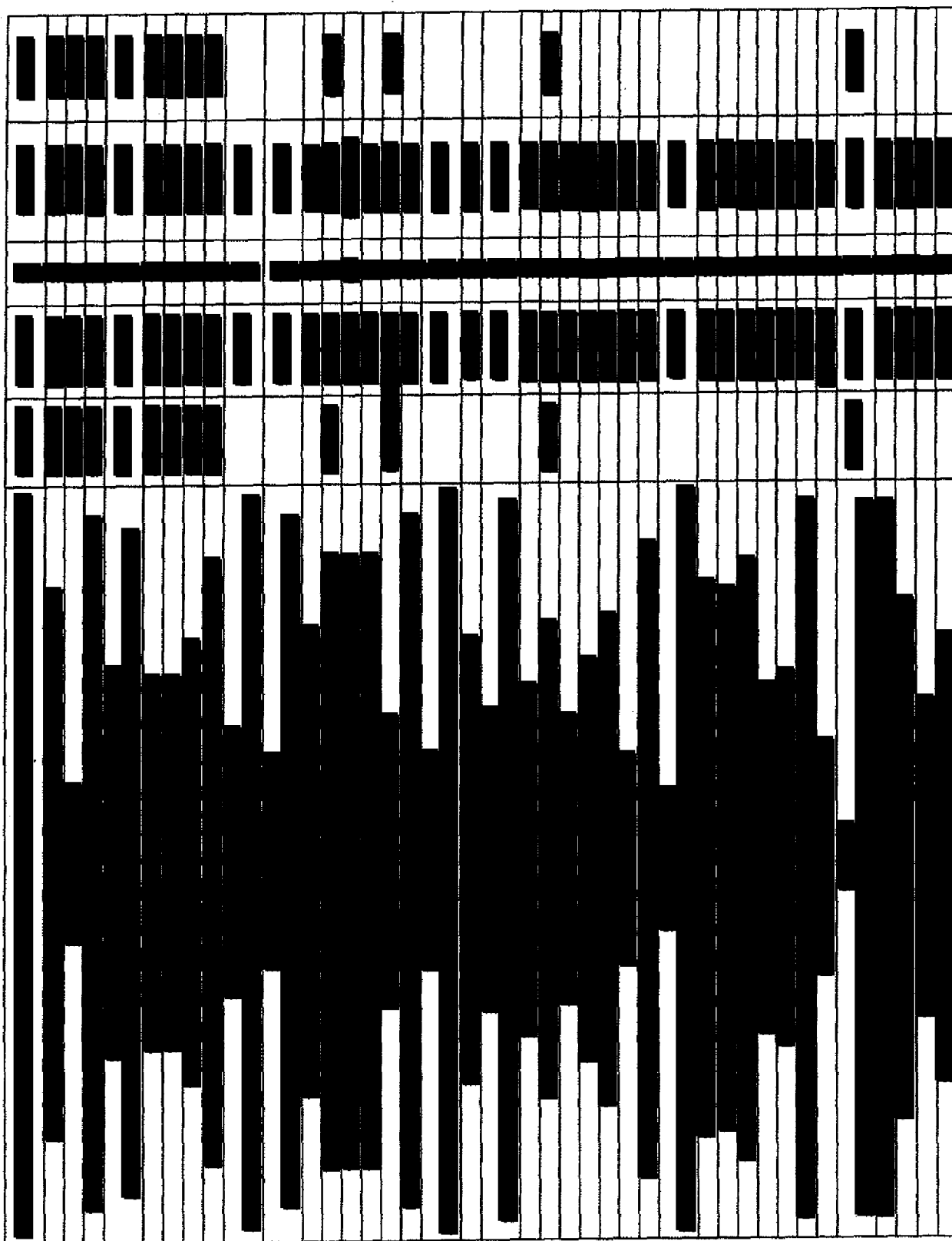
I certify that I know or have satisfactory evidence that Benjamin O. Orndorff is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Manager of CPTN Holdings LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

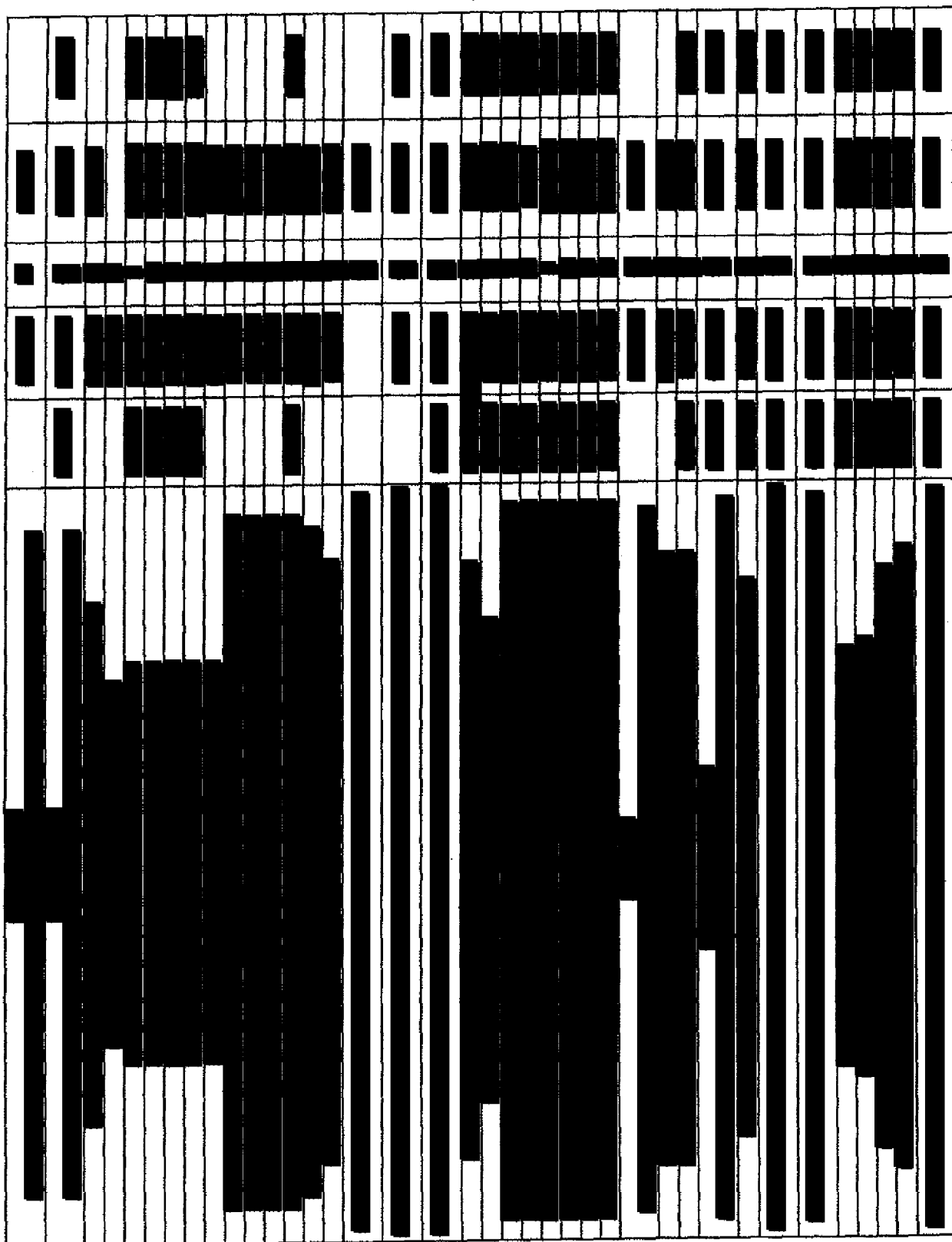
Dated this 9th day of September, 2011.

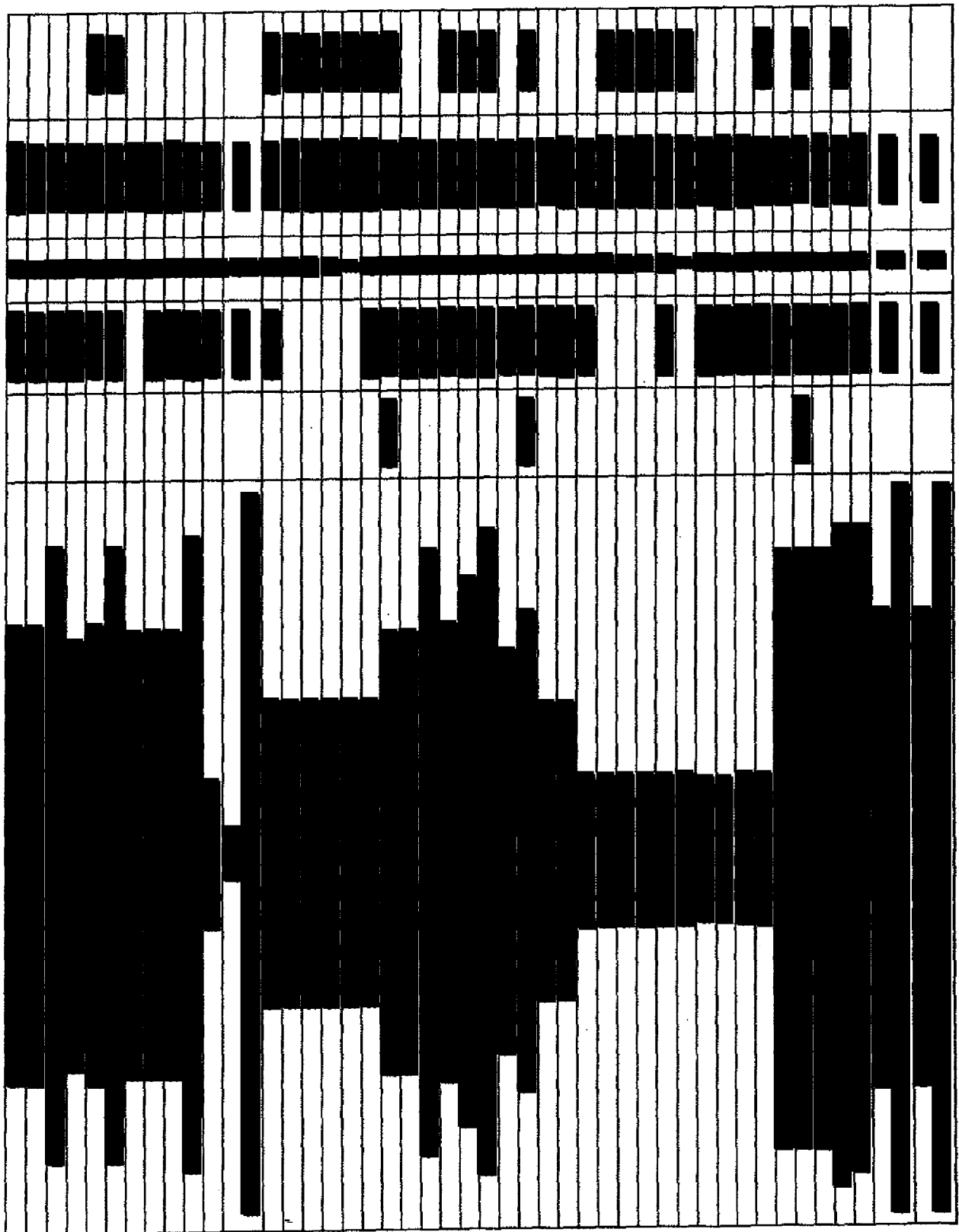


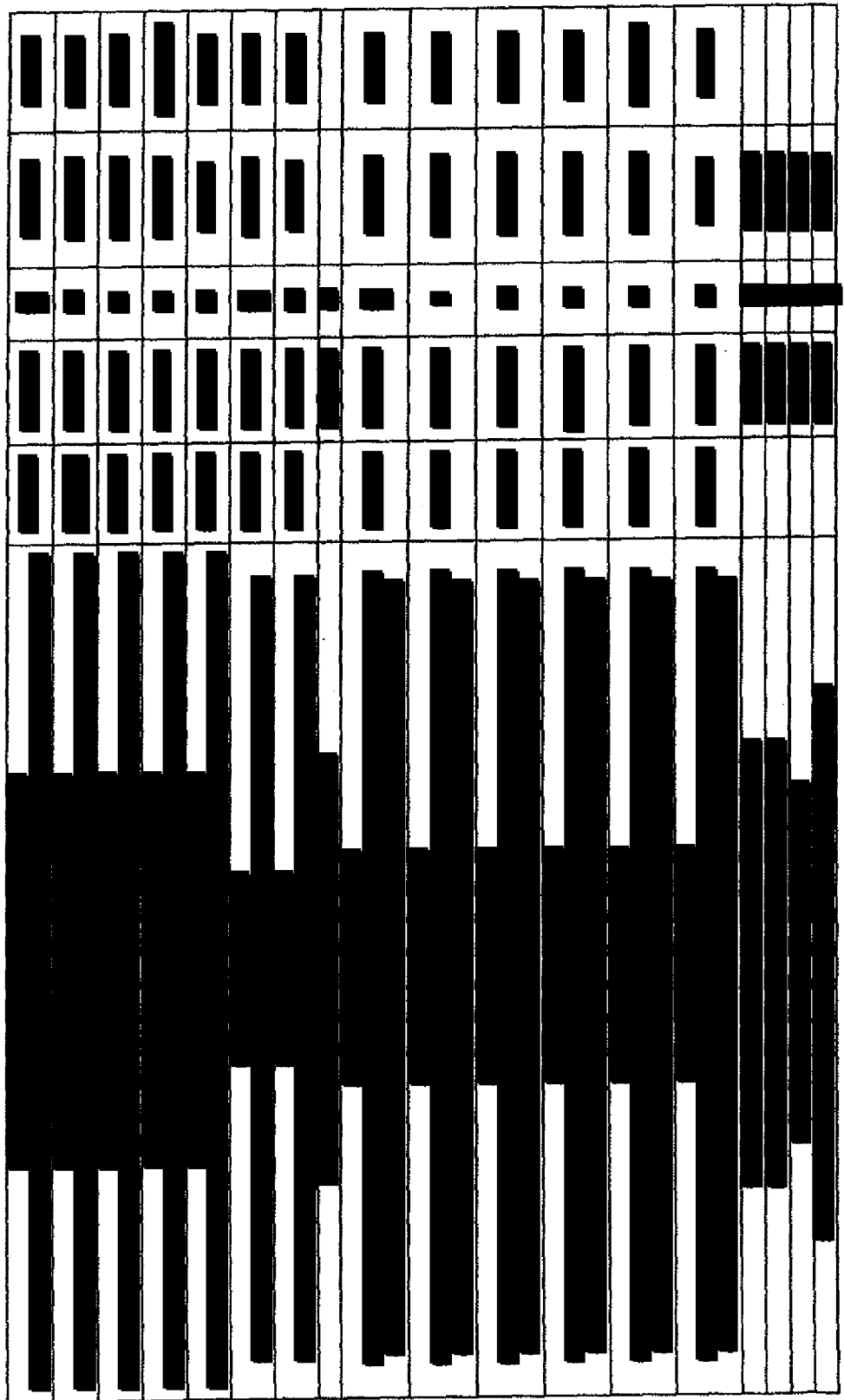

LOUIE S. LIN – NOTARY PUBLIC
In and for the State of Washington, USA.
Residing at Mercer Island, Washington, USA.
My Appointment expires: July 19, 2015











IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Lloyd Leon Burch et al.

Patent No.: 7,299,493

Issued: November 20, 2007

Application No.: 10/765,523

Filed: January 27, 2004

For: TECHNIQUES FOR DYNAMICALLY
ESTABLISHING AND MANAGING
AUTHENTICATION AND TRUST
RELATIONSHIPS

Customer No.: 51206

Confirmation No.: 1021

Examiner: Shin Hon Chen

Technology Center/Art Unit: 2131

DECLARATION UNDER MPEP
§323.01(c)

Mail Stop Assignment Recordation Services
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Commissioner:

I, Kim Kanzaki, declare as follows:

(1) I am currently a Vice President of Oracle International Corporation.

(2) Oracle International Corporation is the true and correct owner of US

Patent 7299493 pursuant to the following chain of title:

(a) Assignment from inventors Lloyd Leon Burch, Douglas G. Earl, Stephen R. Carter and Robert Mark Ward to Novell, Inc. executed on January 23, 2004 and January 26, 2004 and recorded on January 27, 2004 at Reel/Frame 014936/0830;

(b) Assignment from Novell, Inc. to CPTN Holdings LLC, executed on April 27, 2011, and recorded on January 29, 2013, at Reel/Frame 029715/0243; and

(c) Assignment from CPTN Holdings LLC to Oracle International Corporation, executed on September 9, 2011, and recorded on January 29, 2013, at Reel/Frame 029715/0621.

(3) US Patent 7299493 was erroneously included in each of the grant and release documents identified below. Based upon the chain of title identified in (2), Oracle International Corporation became the owner of US Patent 7299493 as of September 9, 2011. All of the documents listed below were executed after September 9, 2011, when the parties executing these documents did not have any ownership interest in US Patent 7299493. The inclusion of US Patent 7299493 in these documents is thus in error. Due to this erroneous inclusion, the recordations of these documents by the US Patent Office in the Reel/Frame numbers identified below are not effective with respect to US Patent 7299493.

(a) Grant of Patent Security Interest First Lien from Novell, Inc. to Credit Suisse AG, executed May 22, 2012, and recorded on May 23, 2012 at Reel/Frame 028252/0216;

(b) Grant of Patent Security Interest Second Lien from Novell, Inc. to Credit Suisse AG, executed May 22, 2012, and recorded on May 23, 2012 at Reel/Frame 028252/0316;

(c) Release of Security Interest by Credit Suisse AG to Novell, Inc. (of security interest previously recorded at Reel/Frame 028252/0316), executed November 20, 2014, and recorded on November 24, 2014 at Reel/Frame 034469/0057; and

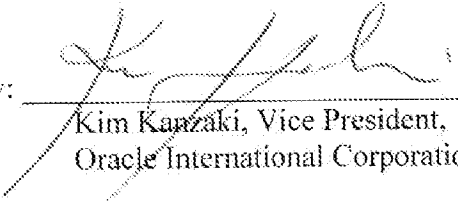
(d) Release of Security Interest by Credit Suisse AG to Novell, Inc. (of security interest previously recorded at Reel/Frame 028252/0216), executed November 20, 2014, and recorded on November 24, 2014 at Reel/Frame 034470/0680.

(4) Oracle International Corporation is, and continues to be, the owner of US Patent 7299493. The chain of title identified in (2) above should not be considered altered by the erroneous inclusion of US Patent 7299493 in the documents identified in (3) and their corresponding recordations at the Reel/Frame numbers identified in (3) above.

(5) A Statement of Ownership document with copies of supporting documents showing that Oracle International Corporation is, and continues to be, the owner of US Patent 7299493 was previously submitted to the US Patent Office for recordation on August 7, 2020. A copy of the Statement of Ownership document, as submitted on August 7, 2020, and showing the official date of receipt stamp, is being submitted herewith.

I hereby declare that all statements made herein are true and correct; and all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment; or both, under 18 U.S. Code §1001, and that such willful false statement may jeopardize the validity of the patent.

Dated: 10/26/20

By: 
Kim Kanzaki, Vice President,
Oracle International Corporation

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Lloyd Leon Burch et al.

Patent No.: 7,552,468

Issued: June 23, 2009

Application No.: 11/844,532

Filed: August 24, 2007

For: TECHNIQUES FOR DYNAMICALLY
ESTABLISHING AND MANAGING
AUTHENTICATION AND TRUST
RELATIONSHIPS

Customer No.: 51206

Confirmation No.: 7003

Examiner: Shin Hon Chen

Technology Center/Art Unit: 2431

DECLARATION UNDER MPEP
§323.01(c)

Mail Stop Assignment Recordation Services
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Commissioner:

I, Kim Kanzaki, declare as follows:

(1) I am currently a Vice President of Oracle International Corporation.

(2) Oracle International Corporation is the true and correct owner of US
Patent 7552468 pursuant to the following chain of title:

(a) Assignment from inventors Lloyd Leon Burch, Douglas G. Earl,
Stephen R. Carter, and Robert Mark Ward to Novell, Inc., executed on January
23, 2004 and January 26, 2004, and recorded on March 14, 2017 at Reel/Frame
041569/0876;

(b) Assignment from Novell, Inc. to CPTN Holdings LLC, executed on April 27, 2011, and recorded on January 29, 2013 at Reel/Frame 029715/0243; and

(c) Assignment from CPTN Holdings LLC to Oracle International Corporation, executed on September 9, 2011, and recorded on January 29, 2013 at Reel/Frame 029715/0621.

(3) US Patent 7552468 was erroneously included in each of the grant and release documents identified below. Based upon the chain of title identified in (2), Oracle International Corporation became the owner of US Patent 7552468 as of September 9, 2011. All of the documents listed below were executed after September 9, 2011, when the parties executing these documents did not have any ownership interest in US Patent 7552468. The inclusion of US Patent 7552468 in these documents is thus in error. Due to this erroneous inclusion, the recordings of these documents by the US Patent Office in the Reel/Frame numbers identified below are not effective with respect to US Patent 7552468.

(a) Grant of Patent Security Interest First Lien from Novell, Inc. to Credit Suisse AG, executed May 22, 2012, and recorded on May 23, 2012 at Reel/Frame 028252/0216;

(b) Grant of Patent Security Interest Second Lien from Novell, Inc. to Credit Suisse AG, executed May 22, 2012, and recorded on May 23, 2012 at Reel/Frame 028252/0316;

(c) Release of Security Interest by Credit Suisse AG to Novell, Inc. (of security interest previously recorded at Reel/Frame 028252/0316) executed November 20, 2014, and recorded on November 24, 2014 at Reel/Frame 034469/0057; and

(d) Release of Security Interest by Credit Suisse AG to Novell, Inc. (of security interest previously recorded at Reel/Frame 028252/0216) executed November 20, 2014, and recorded on November 24, 2014 at Reel/Frame 034470/0680.

(4) Oracle International Corporation is, and continues to be, the owner of US Patent 7552468. The chain of title identified in (2) above should not be considered altered by the erroneous inclusion of US Patent 7552468 in the documents identified in (3) and their corresponding recordations at the Reel/Frame numbers identified in (3) above.

(5) A Statement of Ownership document with copies of supporting documents showing that Oracle International Corporation is, and continues to be, the owner of US Patent 7552468 was previously submitted to the US Patent Office for recordation on August 7, 2020. A copy of the Statement of Ownership document, as submitted on August 7, 2020, and showing the official date of receipt stamp, is being submitted herewith.

I hereby declare that all statements made herein are true and correct; and all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment; or both, under 18 U.S. Code §1001, and that such willful false statement may jeopardize the validity of the patent.

Dated: _____

10/26/20

By: _____


Kim Kanzaki, Vice President,
Oracle International Corporation

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Stephen R. Carter et al.

Patent No.: 8,015,301

Issued: September 6, 2011

Application No.: 10/676,231

Filed: September 30, 2003

For: POLICY AND ATTRIBUTE BASED
ACCESS TO A RESOURCE

Customer No.: 51206

Confirmation No.: 6382

Examiner: Douglas B. Blair

Technology Center/Art Unit: 2442

DECLARATION UNDER MPEP
§323.01(c)

Mail Stop Assignment Recordation Services
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Commissioner:

I, Kim Kanzaki, declare as follows:

(1) I am currently a Vice President of Oracle International Corporation.

(2) Oracle International Corporation is the true and correct owner of US
Patent 8015301 pursuant to the following chain of title:

(a) Assignment from inventors Stephen R. Carter and Lloyd Leon
Burch to Novell, Inc. executed on September 30, 2003, and recorded on
September 30, 2003 at Reel/Frame 014572/0434;

(b) Assignment from Novell, Inc. to CPTN Holdings LLC, executed
on April 27, 2011, and recorded on January 29, 2013 at Reel/Frame 029715/0243;
and

(c) Assignment from CPTN Holdings LLC to Oracle International Corporation, executed on September 09, 2011, and recorded on January 29, 2013 at Reel/Frame 029715/0621.

(3) US Patent 8015301 was erroneously included in each of the grant and release documents identified below. Based upon the chain of title identified in (2), Oracle International Corporation became the owner of US Patent 8015301 as of September 9, 2011. All of the documents listed below were executed after September 9, 2011, when the parties executing these documents did not have any ownership interest in US Patent 8015301. The inclusion of US Patent 8015301 in these documents is thus in error. Due to this erroneous inclusion, the recordations of these documents by the US Patent Office in the Reel/Frame numbers identified below are not effective with respect to US Patent 8015301.

(a) Grant of Patent Security Interest First Lien from Novell, Inc. to Credit Suisse AG executed May 22, 2012, and recorded on May 23, 2012 at Reel/Frame 028252/0216;

(b) Grant of Patent Security Interest Second Lien from Novell, Inc. to Credit Suisse AG executed May 22, 2012, and recorded on May 23, 2012 at Reel/Frame 028252/0316;

(c) Release of Security Interest by Credit Suisse AG to Novell, Inc. (of security interest previously recorded at Reel/Frame 028252/0316) executed November 20, 2014, and recorded on November 24, 2014 at Reel/Frame 034469/0057; and


(d) Release of Security Interest by Credit Suisse AG to Novell, Inc. (of security interest previously recorded at Reel/Frame 028252/0216) executed November 20, 2014, and recorded on November 24, 2014 at Reel/Frame 034470/0680.

(4) Oracle International Corporation is, and continues to be, the owner of US Patent 8015301. The chain of title identified in (2) above should not be considered altered by the erroneous inclusion of US Patent 8015301 in the documents identified in (3) and their corresponding recordations at the Reel/Frame numbers identified in (3) above.

(5) A Statement of Ownership document with copies of supporting documents showing that Oracle International Corporation is, and continues to be, the owner of US Patent 8015301 was previously submitted to the US Patent Office for recordation on August 7, 2020. A copy of the Statement of Ownership document, as submitted on August 7, 2020, and showing the official date of receipt stamp, is being submitted herewith.

I hereby declare that all statements made herein are true and correct; and all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment; or both, under 18 U.S. Code §1001, and that such willful false statement may jeopardize the validity of the patent.

Dated: 10/26/20

By: 
Kim Kanzaki, Vice President,
Oracle International Corporation

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Piyush Kumar Srivastava et al.

Patent No.: 8,306,954

Issued: November 6, 2012

Application No.: 12/951,561

Filed: November 22, 2010

For: METHODS AND SYSTEMS FOR FILE
REPLICATION UTILIZING DIFFERENCES
BETWEEN VERSIONS OF FILES

Customer No.: 51206

Confirmation No.: 9976

Examiner: Mark A. Radtke

Technology Center/Art Unit: 2400

DECLARATION UNDER MPEP
§323.01(c)

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Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450
Commissioner:

I, Kim Kanzaki, declare as follows:

(1) I am currently a Vice President of Oracle International Corporation.

(2) Oracle International Corporation is the true and correct owner of US

Patent 8306954 pursuant to the following chain of title:

(a) Assignment from inventors Piyush Kumar Srivastava and
Madhusudhana H.A., to Novell, Inc. executed on March 26, 2003, and recorded
on April 13, 2012 at Reel/Frame 028041/0067;

(b) Corrective Assignment to correct inventor's name from
Madhisudhana H.A. to Madhusudhana H.S., to Novell, Inc., executed on April 27,
2011, and recorded on April 18, 2012 at Reel/Frame 028187/0853;

(c) Assignment from Novell, Inc. to CPTN Holdings LLC, executed
on April 27, 2011, and recorded on June 4, 2012 at Reel/Frame 028313/0865; and

(d) Assignment from CPTN Holdings LLC to Oracle International Corporation, executed on September 9, 2011, and recorded on June 14, 2012 at Reel/Frame 028378/0785.

(3) US Patent 8306954 was erroneously included in each of the grants, releases, Notice of Succession of Agency, and Corrective Assignment documents identified below. Based upon the chain of title identified in (2), Oracle International Corporation became the owner of US Patent 8306954 as of September 9, 2011. All of the documents listed below were executed after September 9, 2011, when the parties executing these documents did not have any ownership interest in US Patent 8306954. The inclusion of US Patent 8306954 in these documents is thus in error. Due to this erroneous inclusion, the recordations of these documents by the US Patent Office in the Reel/Frame numbers identified below are not effective with respect to US Patent 8306954.

(a) Grant of Patent Security Interest First Lien from Novell, Inc. to Credit Suisse AG, executed May 22, 2012, and recorded on May 23, 2012 at Reel/Frame 028252/0216;

(b) Grant of Patent Security Interest Second Lien from Novell, Inc. to Credit Suisse AG, executed May 22, 2012, and recorded on May 23, 2012 at Reel/Frame 028252/0316;

(c) Release of Security Interest by Credit Suisse AG to Novell Inc. (of security interest previously recorded at Reel/Frame 028252/0316), executed November 20, 2014, and recorded on November 24, 2014 at Reel/Frame 034469/0057;

(d) Release of Security Interest by Credit Suisse AG to Novell, Inc. (of security interest previously recorded at Reel/Frame 02852/0216), executed November 20, 2014, and recorded on November 24, 2014 at Reel/Frame 034470/0680;

(e) Security Interest from Micro Focus (US), Inc., Borland Software Corporation, NetIQ Corporation and Novell, Inc. to Bank of America, N.A.,

executed November 20, 2014, and recorded on May 13, 2015 at Reel/Frame 035656/0251;

(f) Notice of Succession of Agency from Bank of America, N.A., as Prior Agent, to JPMorgan Chase Bank, N.A., as Successor Agent, executed May 1, 2017, and recorded on May 2, 2017 at Reel/Frame 042388/0386; and

(g) Corrective Assignment to correct a typographical error in application number (previously recorded at Reel/Frame 042388/0386) from Bank of America, N.A., as Prior Agent, to JPMorgan Chase Bank, N.A., as Successor Agent, executed May 1, 2017, and recorded on July 26, 2018 at Reel/Frame 048793/0832.

(4) Oracle International Corporation is, and continues to be, the owner of US Patent 8306954. The chain of title identified in (2) above should not be considered altered by the erroneous inclusion of US Patent 8306954 in the documents identified in (3) and their corresponding recordations at the Reel/Frame numbers identified in (3) above.

(5) A Statement of Ownership document with copies of supporting documents showing that Oracle International Corporation is, and continues to be, the owner of US Patent 8306954 was previously submitted to the US Patent Office for recordation on August 7, 2020. A copy of the Statement of Ownership document, as submitted on August 7, 2020, and showing the official date of receipt stamp, is being submitted herewith.

I hereby declare that all statements made herein are true and correct; and all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment; or both, under 18 U.S. Code §1001, and that such willful false statement may jeopardize the validity of the patent.

Dated: 10/26/20

By: 

Kim Kanzaki, Vice President,
Oracle International Corporation