

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8202450

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT AND ASSUMPTION AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CARBONITE, LLC	10/01/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	OPEN TEXT INC.
<b>Street Address:</b>	2440 SAND HILL RD., SUITE 302
<b>City:</b>	MENLO PARK
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94025
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	18477696
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(512)371-9088
<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>	
<b>Phone:</b>	512-366-7305
<b>Email:</b>	phelberg@sprinklelaw.com
<b>Correspondent Name:</b>	SPRINKLE IP LAW GROUP
<b>Address Line 1:</b>	1301 WEST 25TH STREET, SUITE 400
<b>Address Line 4:</b>	AUSTIN, TEXAS 78705
<b>ATTORNEY DOCKET NUMBER:</b>	OPEN7970-4
<b>NAME OF SUBMITTER:</b>	MARK L. BERRIER
<b>SIGNATURE:</b>	/Mark L. Berrier/
<b>DATE SIGNED:</b>	10/03/2023
<b>Total Attachments: 5</b>	
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**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment Agreement”), effective as 12:15 a.m. Eastern Time on October 1, 2022 (the “Effective Time”), is made by and between Carbonite, LLC, a Delaware limited liability company (“Assignor”), and Open Text Inc., a Delaware corporation (“Assignee”).

RECITALS

WHEREAS, pursuant to that certain Assignment and Assumption Agreement between Assignor and Webroot, LLC, a Delaware limited liability company (“Webroot”), dated October 1, 2022 (the “Webroot Assignment Agreement”) Assignor has become the holder of all rights, title and interest in Webroot’s Non-Canadian Assets (as defined in the Webroot Assignment Agreement) (hereinafter, the “Webroot Non-Canadian Assets”);

WHEREAS, Assignor holds all right, title and interest in, to and under the Contracts and Related Rights (as defined in Schedule 1 below) and the IP Assets (defined below and, together with the Contracts and Related Rights, the “Transferred Assets”);

WHEREAS, Assignor desires to distribute and assign to Assignee, and Assignee desires to receive and assume, all of Assignor’s rights, title and interest in, under and to the Transferred Assets and the Webroot Transferred Assets on the terms and subject to the conditions set forth herein; and

WHEREAS, Assignor has provided all required notices and obtained all required consents to the assignment by Assignor to Assignee of the Contracts and Related Rights and the contracts included in the Webroot Transferred Assets.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Assignment Agreement, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows

**ARTICLE I: DEFINITIONS**

In addition to the capitalized terms defined elsewhere in this Assignment Agreement, the following capitalized terms in this Assignment Agreement have the following meanings:

“Assignor’s Business” means the Assignor’s small to medium business, operations or assets of Assignor (which includes, but is not limited to, software products for endpoint security, recovery services, and network back-up) prior to the date hereof, but excluding all contracts, assets, and liabilities related to Assignor’s consumer customer base for Assignor’s SAFE product or other product offerings which will continue to be sold through Assignor’s online data-cart for consumers to buy directly.

“Confidential Information” means, with respect to Assignor, all confidential or proprietary information of Assignor relating to Intellectual Property, Marketing Intangibles and/or Technology used in or relating to Assignor’s Business (including information regarding technical information, specifications, ideas, concepts, technology, processes, knowledge and know-how,

information regarding customers, products and services and information relating to research and development).

“Intellectual Property” means all intellectual property rights of Assignor used in or relating to Assignor’s Business, including (a) all copyrightable works, all the moral rights and all waivers of moral rights in the copyrightable works, all copyrights, whether registered or unregistered, and all applications, registrations and renewals thereof, (b) all inventions and invention disclosures (whether patentable or unpatentable and whether or not reduced to practice), patents and patent applications, industrial designs and industrial design applications, in any jurisdiction, together with all reissuances, divisions, continuations, continuations-in-part, extensions, and reexaminations thereof, (c) all know-how, confidential and proprietary information, and trade secrets, including designs, specifications, processes, and methods, (d) all computer software (including source and object codes, data and related documentation), (e) all trademarks, service marks, trade names, brand names, trade dress, Internet domain names and other identifiers of source or origin, together with all renewals, registrations and applications for registration thereof, in any jurisdiction, and all common-law rights and goodwill associated therewith, and (f) all copies and tangible embodiments of the foregoing in whatever form or medium.

“Marketing Intangibles” means all (i) trademarks, service marks, trade names, trade dress, domain names, business marks, designs, packaging, marketing strategies, customer lists, other marketing information, registrations, and pending registrations and copyrights to logos or pictorial depictions; (ii) any intangibles associated with any marks (such as marketing intangibles and brand name quality control standards); (iii) any other similar marketing intangible property; and (iv) customer relationships, in each case used in or relating to Assignor’s Business.

“IP Assets” means all Confidential Information, Intellectual Property, Marketing Intangibles and Technology owned or licensed by Assignor.

“Technology” means proprietary technology, inventions, updates, adaptations, know-how, technical data, trade secrets, functional or detailed design specifications, designs and enhancements of any of the foregoing whether patentable or unpatentable, and registered or unregistered, in each case used in or relating to Assignor’s Business.

## ARTICLE II: ASSIGNMENT AND ASSUMPTION

2.1. Assignment. On the terms and conditions set forth in this Assignment Agreement, Assignor hereby assigns, transfers, conveys and delivers to Assignee, and Assignee hereby receives, acquires and accepts from Assignor, all of Assignor’s right, title and interest in, to and under the Transferred Assets and the Webroot Transferred Assets.

2.2. Assumption. On the terms and subject to the conditions set forth in this Agreement, Assignee hereby assumes, and shall hereafter perform and discharge when due, all of Assignor’s obligations and liabilities under or arising from ownership of the Transferred Assets and the Webroot Transferred Assets as of and following the Effective Time.

2.3. Further Assurances. Each party to this Assignment Agreement shall, at its own cost and expense, execute and deliver such further documents and instruments and shall take such other

actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Assignment Agreement.

### ARTICLE III: MISCELLANEOUS

3.1. Entire Agreement. This Agreement contains the final, complete and exclusive statement of the agreement between the parties with respect to the transactions contemplated herein and all prior or contemporaneous written or oral agreements with respect to the subject matter hereof are merged herein. No modification or amendment hereof shall be effective unless in writing and executed by each of the parties hereto.

3.2. Severability. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and such provision shall be interpreted to the fullest extent permitted by law.

3.3. Successors and Assigns. The terms and conditions of this Assignment Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, nothing in this Assignment Agreement is intended to give any person not named herein the benefit of any legal or equitable right, remedy or claim under this Assignment Agreement, except as expressly provided herein.

3.4. Headings; Interpretation. The headings of the sections of this Assignment Agreement have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof. The words "include," "includes" or "including" shall be deemed to be followed by the phrase "without limitation."

3.5. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of the state of Delaware without reference to its conflict of laws principles.

3.6. Counterparts. This Agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the duly authorized representatives of the undersigned have executed this Assignment Agreement as of the date first set forth above.

**CARBONITE, LLC**

By: Madhu Ranganathan  
Name: Madhu Ranganathan  
Title: President and Treasurer

**OPEN TEXT INC.**

By: Madhu Ranganathan  
Name: Madhu Ranganathan  
Title: President and Treasurer

*Signature Page to Carbonite – OTI Assignment Agreement*

## Schedule 1

### Contracts and Related Rights

Except for any contracts and assets related to Assignor's online consumer customer base for its SAFE product or other product offerings and all related cash, accounts receivable and deferred revenues thereto (the "Excluded Assets"),

1. all contracts or agreements entered into with customers of Assignor related to Assignor's Business, together with all warranties and other rights related thereto or arising under such contracts or agreements; and all accounts receivable and deferred revenue exclusively or primarily arising out of or related to the foregoing

(collectively, the "Contracts and Related Rights").

For avoidance of doubt, the Excluded Assets are not transferred to Assignee under this Assignment Agreement.