



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Raima Corporation

3-27-02

- Individual(s)
General Partnership
Corporation-State Delaware
Other

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

3. Nature of conveyance:

- Assignment
Security Agreement
Other
Merger
Change of Name

Effective Date: June 8, 1999

2. Name and address of receiving party(ies)

Name: Centura Software Corporation
Internal c/o CMA Business Credit Services
Address:

Street Address: 2557 Merced St.

City: San Leandro State: CA Zip: 94577

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Delaware
Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1948615, 1994372, 1943081

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Thomas A. Zimmer

Internal Address:

Street Address: Holland & Knight LLP

50 California Street, Suite 2800

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Scott Broomfield
Name of Person Signing

Signature Date 3/20/02

Total number of pages including cover sheet, attachments, and document: 9

04/02/2002 DBYRNE 00000056 1948615

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481
02 FC:482

40.00 OP
50.00 OP

NUNC PRO TUNC ASSIGNMENT

WHEREAS this NUNC PRO TUNC ASSIGNMENT (the "Written Agreement"), effective as of June 8, 1999 (the "Effective Date"), is entered into by and between Centura Software Corporation, a Delaware corporation ("Centura") and Raima Corporation, a Washington corporation and the wholly owned subsidiary of Centura ("Raima"). Centura and Raima are sometimes referred to herein individually as a "Party" and collectively as the "Parties" to this Written Agreement;

WHEREAS this Written Agreement is based on the merger of Centura Subsidiary Corporation, a wholly owned subsidiary of Centura, and Raima (the "Merger"), the details of which are set forth in that certain Merger Agreement between Centura, Raima and Centura Subsidiary Corporation dated June 7, 1999 (the "Merger Agreement"). Any capitalized term used herein but not otherwise defined herein shall have the meaning ascribed to such term in the Merger Agreement;

WHEREAS Raima intended to transfer to Centura, and Centura intended to receive from Raima, all of its assets, including but not limited to all right, title and interest in and/or to any software, manuals, trademarks and other general intangibles owned by Raima as of the Effective Date, including any intellectual property rights related thereto (including without limitation all copyrights and trademarks) and all stock and other interests in any subsidiaries;

WHEREAS Centura has acted since the Effective Date as if Raima's assets were transferred to Centura as of the Effective Date;

WHEREAS Raima ceased to conduct business on the Effective Date or earlier;

WHEREAS the Parties believe that all of Raima's assets were transferred to Centura as of the Effective Date in exchange for the issuance by Centura of shares of Centura common stock to Raima's shareholders and the payment of cash to Raima's shareholders, as such issuance and payment were made at the time of the Merger;

WHEREAS this Written Agreement documents and formalizes that understanding; and

WHEREAS Raima wishes to document its transfer of record title to the copyright registrations listed on Attachment A and to the trademarks listed on Attachment B by executing a document suitable for recordation in the United States Patent and Trademark Office, the United States Copyright Office or other similar governmental office.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good consideration as set forth in the Merger Agreement:

1. Assignment of Copyrights. Raima hereby acknowledges that it has irrevocably and formally granted, bargained, sold, transferred, conveyed, assigned and delivered to Centura, as of the Effective Date, all right, title and interest in and to all copyrights, copyright applications and/or copyright

Assignment of Copyrights and Trademarks

TRADEMARK
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registrations owned by Raima throughout the world, including but not limited to the copyright registrations listed on Attachment A, whether or not such copyrights are or were as of the Effective Date registered with the United States Copyright Office or other comparable governmental authority of any foreign jurisdiction (the "Assigned Copyrights"), free and clear of all encumbrances, together with all causes of action and other rights to sue for and remedies against past, present and future infringements of any of the foregoing, together with the right to collect damages therefore, and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide and all tangible embodiments thereof, to have and to hold the same unto Centura, its successors and assigns, for and during the existence of such rights and all renewals thereof.

2. Assignment of Trademarks. Raima hereby acknowledges that it has irrevocably and formally granted, bargained, sold, transferred, conveyed, assigned and delivered to Centura, as of the Effective Date, all right, title and interest in and to all trademarks, trademark applications and/or trademark registrations owned by Raima throughout the world, together with the goodwill of the business with which the said marks are used, including but not limited to the trademarks listed on Attachment B, trademark whether or not such trademarks are or were as of the Effective Date registered with the United States Patent and Trademark Office or other comparable governmental authority of any foreign jurisdiction (the "Assigned Trademarks"), free and clear of all encumbrances, together with all causes of action and other rights to sue for and remedies against past, present and future infringements of any of the foregoing, together with the right to collect damages therefore, and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide and all tangible embodiments thereof, to have and to hold the same unto Centura, its successors and assigns, for and during the existence of such rights and all renewals thereof.

3. Assignment of Intellectual Property Licenses and Distributor Agreements. Raima hereby acknowledges that it has irrevocably and formally granted, bargained, sold, transferred, conveyed, assigned and delivered to Centura, as of the Effective Date, all right, title and interest in and to all intellectual property licenses and distributor agreements to which Raima was party on the Effective Date, including but not limited to the agreements listed on Attachment C (the "Assigned Agreements").

4. Assignment of General Intangibles. Raima hereby acknowledges that it has irrevocably and formally granted, bargained, sold, transferred, conveyed, assigned and delivered to Centura, as of the Effective Date, all right, title and interest in and to all other general intangibles owned by Raima on the Effective Date and not otherwise specifically referenced in paragraphs 1, 2 and 3 above.

5. Further Assurances. Raima hereby covenants and agrees that from time to time and at the expense of Raima, and without further consideration, upon request of Centura, Raima shall cause each of its affiliates to execute and deliver such instruments and documents, and take such further actions, as Centura reasonably may request in order to sell, convey, transfer and assign to Centura, or to record Centura's interest in or title to, any of the Assigned Copyrights or Assigned Trademarks.


6. Power of Attorney. Raima hereby constitutes and appoints Centura as its true and lawful attorney in fact, with full power of substitution in Raima's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Centura or to protect the same or to enforce any claim or right of any kind with respect thereto. Raima hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

7. Successors and Assigns. This Assignment shall be enforceable against the successors and assigns of Raima and shall inure to the benefit of the successors and assigns of Centura.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States, in respect to trademark and copyright issues and in all other respects, including as to validity, interpretation and effect, by the internal laws of the State of California, without giving effect to the conflict of laws rules thereof.


IN WITNESS WHEREOF, this Written Agreement has been duly executed and delivered as of the date of signing.

RAIMA CORPORATION,
a Washington corporation

By: 
Name: Scott Friedman
Title: President
Dated: 3/20/02

ACCEPTED BY

CENTURA SOFTWARE CORPORATION,
a Delaware corporation

By: 
Name: Scott Friedman
Title: CEO
Dated: 3/20/02

ATTACHMENT A

SCHEDULE OF REGISTERED COPYRIGHTS AS OF EFFECTIVE DATE

ISSUED COPYRIGHTS

<u>Copyright Description</u>	<u>Registration No.</u>	<u>Date of Issuance</u>
db_QUERY (program)	TX-2-423-696	Oct. 3, 1988
db_VISTA (program)	TX-2-423-697	Oct. 3, 1988
db_VISTA (manual)	TX-2-469-173	Oct. 3, 1988
db_QUERY (manual)	TX-2-478-157	Dec. 2, 1988

PENDING COPYRIGHT APPLICATIONS

<u>Copyright Description</u>	<u>Application No.</u>	<u>First Date of Public Distribution</u>
None.		

UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

Copyright Description

Raima Database Manager --	db_VISTA
	db_QUERY
	db REVISE
Raima Object Manager	
Velocis Database Server	
Raima Report Writer	
Report Viewer	

RAIMA DATABASE MANAGER

db_VISTA

© 1984 version 1.0

© 1985 version 2.0

© 1988 version 1.1

© 1989 version 3.0

became

db_FILE & db_RETRIEVE

© 1989 version 2.0

db_QUERY

© 1986 version 1.0

© 1988 version 1.1

current version: *4.5

db_REWISE

© 1987 version 1.0

current version: *4.5s

db_VISTA alone is the
module/engine;
all three together are the system

db_VISTA challenged in UK

© 1991 version 3.21

became

Raima, Data Manager

©1991 version 3.21

Raima, Data Manager challenged

© 1992 version 3.21

became

Raima, Database Manager

© 1993 version 3.21a

Raima Database Manager

© 1993 version 3.3

became

Raima, Database Manager++

© 1997 version 4.5

current version: 4.5

**Version numbers no longer kept separate from RDM.*

Thus, when RDM became 4.5, so did REVISE and QUERY.

RAIMA OBJECT MANAGER

Raima, Object Manager

© 1991 version 1.0

current version: 3.0

VELOCIS DATABASE SERVER

Raima Database Server

© 1993 version 1.0

© 1994 version 1.1

became

Velocis Database Server

© 1994 version 1.1

current version: 2.0

TRADEMARK

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RAIMA REPORT WRITER -
WKS Library -
PowerCell -

COPYRIGHT PRODUCT HISTORY - 02/18/99

TRADEMARK
REEL: 002474 FRAME: 0217

ATTACHMENT B

SCHEDULE OF TRADEMARKS AS OF EFFECTIVE DATE

<u>Trademark Description</u>	<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Expiration</u>
RAIMA	Australia		A536395	June 18, 2007
RAIMA	Brazil		815023090	Aug. 17, 2003
RAIMA	Mexico		418887	July 18, 2000
RAMA	Singapore		1045/91	Feb. 23, 2001
RAIMA	Singapore		2571/91	Mar. 05, 2001
RAIMA	Switzerland Int'l Reg.		564909	Dec. 17, 2000
RAIMA	Switzerland.		380204	June 28, 2010
RAIMA	Great Britain		1425301	Apr. 19, 2007
RAIMA	Great Britain		1425302	Apr. 19, 2007
RAIMA	United States	74-011,445	1,618,556	Oct. 23, 2000
RAIMA DATABASE MANAGER				
	United States	74-305.388	1,943,081	Dec. 19, 2005
RAIMA OBJECT MANAGER				
	United States	74-514.239	1,994,372	Aug. 20, 2006
VELOCIS	United States	74-609.221	1,948,615	Jan. 16, 2006

ATTACHMENT C

SCHEDULE OF LICENSE AND DISTRIBUTOR AGREEMENTS AS OF EFFECTIVE DATE

1. Software License Agreement dated January 5, 1995 between Raima Corporation and Raima UK Limited, a company incorporated in England, with a registered office at Cedar House, Bonehurst Road, Horeley, Surrey RH6 8QU, England.
2. Software License Agreement dated March 1, 1995 between Raima Corporation and Da Conti Europe Ltd., a company incorporated in England, with a registered address at 7 The Drive, Hove, East Sussex BN3 3JS, England.
3. Software License Agreement dated March 1, 1995 between Raima Corporation and Da Conti International Inc., a company incorporated in the State of Washington, with an address at 14400 Bel-Red Road, Suite 204, Bellevue, Washington 98007, USA.
4. Intercompany Agreement dated February 20, 1997 between Raima Corporation and Raima Deutschland GmbH, a German company.
5. Management Contract between Raima Corporation on the one hand and Raima Deutschland GmbH and ESM Software GmbH.
6. Management Contract dated October 16, 1998 between Raima Corporation on the one hand and Raima ANZ Limited and Sawtooth Software Ltd. on the other.
7. Source Code License between Raima Corporation and XDB Systems, Inc.
8. Development and Marketing Agreement dated June 17, 1991 between Raima Corporation and Paul Gallagher.