

10-27-2004



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TRADEMARK

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

10/25/04

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings ⇨ ⇨ ⇨

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

1. Name of conveying party(ies):  
Micro Focus International Limited

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-Cayman Islands  
 Other \_\_\_\_\_

2. Name and address of receiving party(ies)  
Name: MicroFocus IP Ltd.  
Internal  
Address: P.O. Box 309 G.T., Uglund House  
Street Address: South Church Street  
City: Grand Cayman State: Cayman Islands

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_

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

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Corporation-State Cayman Islands  
 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

Execution Date: November 24, 2003

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
76/237,202

B. Trademark Registration No.(s)  
1,241,836

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Linda G. Henry  
Internal Address: Fenwick & West LLP  
  
  
Street Address: 801 California St.  
  
City: Mountain View State: CA Zip: 94041

6. Total number of applications and registrations involved: ..... 27

7. Total fee (37 CFR 3.41) ..... \$690.00

Enclosed and  
 Authorized to be charged to deposit account, if necessary

8. Deposit account number:  
50-0261

DO NOT USE THIS SPACE

9. Signature.  
  
Linda G. Henry  
Name of Person Signing

Linda G. Henry  
Signature

October 20, 2004  
Date

Total number of pages including cover sheet, attachments, and document: 10

10/26/2004 ECDDPER 00000114 76237202 Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

01 FC:8522                      650.00 OP  
02 FC:8521                      40.00 OP

TRADEMARK  
REEL: 003068 FRAME: 0364

Additional Numbers for Recordation of Trademark Assignment  
from Micro Focus International Limited  
to Micro Focus IP Ltd.

U.S. Trademark Registration Numbers

1,432,757  
1,432,758  
1,461,698  
1,641,077  
1,692,496  
1,732,779  
1,732,780  
1,803,667  
1,893,552  
1,968,000  
2,234,819  
2,280,944  
2,301,609  
2,313,228  
2,404,568  
2,548,733  
2,648,566

U.S. Trademark Application Serial Numbers

75/783,739  
75/778,962  
75/635,768  
75/634,333  
78/486,904  
75/404,118  
75/404,119  
74/020,065

22953/00070/DOCS/1474628.1

## NUNC PRO TUNC INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

**THIS NUNC PRO TUNC INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT** ("Assignment") is made effective as of the 24th day of November, 2003, ("Effective Date"), by and between Micro Focus International Limited, a company incorporated under the laws of the Cayman Islands ("Assignor") and Micro Focus IP Ltd., a company incorporated under the laws of the Cayman Islands ("Assignee").

**WHEREAS**, Assignor is owner of certain patents, copyrights including, without limitation, copyrights in software, trade secrets including, without limitation, unpatented inventions and know-how, confidential information, and trademarks, service marks, trade names and similar marks, together with all goodwill associated therewith, and all other intellectual property rights and technologies that are used in connection with the design, development, manufacture, support, licensing, marketing and distribution of software products, including, without limitation, COBOL software products, for the computer industry, including, without limitation, the United States patent identified and set forth on Schedule A, the trademark registrations and applications identified and set forth on Schedule B, together with the goodwill of the business associated therewith, and the United States copyright registrations identified and set forth in Schedule C (all of the foregoing collectively referred to as the "Intellectual Property Rights");

**WHEREAS**, Assignee wishes to acquire and Assignor wishes to assign all of Assignor's right, title and interest in and to the Intellectual Property Rights.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee Assignor's entire right, title and interest in and to the Intellectual Property Rights, for the United States and for all foreign countries, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, including the subject matter of all claims, and any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property Rights, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks and any foreign equivalents to record Assignee as owner of the Intellectual Property Rights, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all registrations or letters patent of the United States or any foreign countries thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications covering the inventions assigned herein; (2) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the Intellectual Property Rights assigned herein, including, but not limited to, testifying as to any facts

relating to the Intellectual Property Rights assigned herein and this Assignment; (3) in obtaining any additional intellectual property rights protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

If Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as the Assignor's agent and attorney in fact, which appointment is coupled with an interest, to act for and on the Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by the Assignor.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

\* \* \* \* \*

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this \_\_\_\_ day of October, 2004.

ASSIGNOR

Micro Focus International Limited  
By: *A. Hill*  
Name: Dr. Anthony Hill  
Title: CEO

ASSIGNEE

Micro Focus IP Ltd.  
By: \_\_\_\_\_  
Name: Prescott Ashc  
Title: Director

KINGDOM OF ENGLAND )  
STATE OF )  
CITY OF LONDON ) ss.  
COUNTY OF )

On this 20 day of October, 2004, before me personally appeared ANTHONY C. HILL, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity up on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*L. Smith*  
Notary Public

*My commission expires at death*

STATE OF )  
COUNTY OF ) ss.  
)

On this \_\_\_\_ day of \_\_\_\_\_, 2004, before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity up on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this \_\_\_\_ day of October, 2004.

ASSIGNOR

ASSIGNEE

Micro Focus International Limited

Micro Focus IP Ltd.

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

By: Prescott Ashe

Name: Dr. Anthony Hill

Name: Prescott Ashe

Title: CEO

Title: Director

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

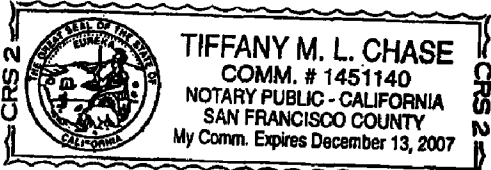
On this \_\_\_\_ day of \_\_\_\_\_, 2004, before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity up on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.  
  
\_\_\_\_\_  
Notary Public

STATE OF California )  
 ) ss.  
COUNTY OF San Francisco )

On this 18<sup>th</sup> day of October, 2004, before me personally appeared Prescott Ashe, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity up on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.  
  
Tiffany M. L. Chase  
Notary Public



**SCHEDULE B**

**Registered Trademarks and Trademark Applications**

COUNTRY	MARK	REGISTRATION NO.	REGISTRATION DATE	CLASS	REGISTRATION DATE	STATUS
Argentina	MICRO FOCUS	2,078,820	4/22/1997	1,754,595	9/28/1999	Registered
Argentina	MICRO FOCUS	2,327,863	2/15/2001	1,914,378	2/19/2003	Registered
Argentina	MICRO FOCUS	2,078,822	4/22/1997	1,745,764	7/22/1999	Registered
Argentina	MICRO FOCUS	2,078,823	4/22/1997	1,677,541	8/5/1998	Registered
Australia	MICRO FOCUS	780,963	12/14/1998	780,963	12/14/1998	Registered
Austria	ANIMATOR	499,501	1/5/1985	499,501	11/15/1985	Registered (Int'l Reg)
Austria	MICROFOCUS FORMS	498,250	6/4/1985	498,250	11/25/1985	Registered (Int'l Reg)
Austria	MICROFOCUS PROFESSIONAL	498,251	6/4/1985	498,251	11/25/1985	Registered (Int'l Reg)
Benelux	ANIMATOR	499,501	1/5/1985	499,501	11/15/1985	Registered (Int'l Reg)
Benelux	MICROFOCUS FORMS	498,250	6/4/1985	498,250	11/25/1985	Registered (Int'l Reg)
Benelux	MICROFOCUS PROFESSIONAL	498,251	6/4/1985	498,251	11/25/1985	Registered (Int'l Reg)
Brazil	MICRO FOCUS	822,900,440	6/29/2000			Published
Brazil	MICRO FOCUS	821,101,013	9/21/1998			Published
Brazil	MICRO FOCUS	821,101,021	9/21/1998			Published
Brazil	MICRO FOCUS	821,101,030	9/21/1998			Published
Brazil	MICRO FOCUS	814,908,306	4/23/1991			Published
Brazil	MICRO FOCUS	812,528,760	4/23/1991	812,528,760	4/30/1991	Registered
Brazil	MICRO FOCUS	821,101,048	9/21/1998			Published
Brazil	MICRO FOCUS	821,101,005	9/21/1998			Published
Brazil	MICRO FOCUS	821,100,998	9/21/1998			Published
Brazil	MICRO FOCUS (and 3 Box Design)	817,701,419	2/22/1994			Pending
Brazil	MICRO FOCUS (and One Box Design)	817,690,930	1/31/1994			Published
Canada	MICRO FOCUS	877,856	5/8/1998			Published
China (People's Republic Of)	MICRO FOCUS	950,115,739	9/11/1995	987,897	4/21/1997	Registered
Colombia	MICRO FOCUS	4,040,892	5/4/2004			Pending
Colombia	MICRO FOCUS	97,021,133	2/18/2000	202,552	10/29/1997	Registered
Colombia	MICRO FOCUS	97,021,134	2/18/2000	202,553	10/29/1997	Registered
Colombia	MICRO FOCUS	97,021,135	2/18/2000	202,555	10/29/1997	Registered
European Union	LIFT AND SHIFT					Mailed
European Union	MAINFRAME EXPRESS	948,984	10/6/1998	948,984	1/11/2000	Registered
European Union	MICRO FOCUS	515,379	4/17/1997			Pending
European Union	NET EXPRESS	974,824	11/3/1998	000974824	6/20/2002	Registered
European Union	NETEXPRESS	949,016	10/6/1998	949,016	5/16/2002	Registered
Finland	MICRO FOCUS	FI T200,301,504	6/19/2003			Pending
France	ANIMATOR	499,501	1/5/1985	499,501	11/15/1985	Registered (Int'l Reg)
France	MICROFOCUS FORMS	498,250	6/4/1985	498,250	11/25/1985	Registered (Int'l Reg)
France	MICROFOCUS PROFESSIONAL	498,251	6/4/1985	498,251	11/25/1985	Registered (Int'l Reg)
Germany	ANIMATOR	M 55,922 9WZ	1/5/1985	1,084,396	11/15/1985	Registered
Germany	CIS	M 55,926 9WZ	1/5/1985	1,081,767	9/13/1985	Registered
Germany	MICRO FOCUS (Stylized)		1/5/1985	1,077,386	5/23/1985	Registered
Germany	MICROFOCUS FORMS	M 56,683 9WZ	6/4/1985	1,084,587	11/21/1985	Registered
Germany	MICROFOCUS LEVEL	M 56,684 9WZ	6/4/1985	1,084,660	11/22/1985	Registered
Germany	MICROFOCUS PROFESSIONAL	M 56,686 9WZ	6/4/1985	1,084,588	11/21/1985	Registered

COUNTRY	TM	APP. NO.	APP. DATE	REG. NO.	REG. DATE	STATUS
Hong Kong	MICRO FOCUS	9,621/1995	8/3/1995	B6,409/1997	8/3/1995	Registered
Hong Kong	MICRO FOCUS	15,206	12/3/1996	1998/B07,365	12/3/1996	Registered
India	MICRO FOCUS	745,343				Published
India	microfocus.co.in			R03,111,313,577		Pending
Indonesia	MICRO FOCUS	D95 17,158	9/20/1995	362,516	6/21/1996	Registered
Ireland	MICRO FOCUS	227,791	6/19/2003			Pending
Israel	MICRO FOCUS	111,962	4/20/1997	111,962	11/4/1998	Registered
Israel	MICRO FOCUS	111,963	4/20/1997	111,963	11/4/1998	Registered
Israel	MICRO FOCUS	111,964	4/20/1997	111,964	11/4/1998	Registered
Israel	MICRO FOCUS	111,965	4/20/1997	111,965	11/4/1998	Registered
Italy	ANIMATOR	499,501	1/5/1985	499,501	11/15/1985	Registered (Int'l Reg)
Italy	MICROFOCUS FORMS	498,250	6/4/1985	498,250	11/25/1985	Registered (Int'l Reg)
Italy	MICROFOCUS PROFESSIONAL	498,251	6/4/1985	498,251	11/25/1985	Registered (Int'l Reg)
Japan	FORMS-2 (and design)	S60-073/44	7/17/1985	1,984,104	9/21/1987	Registered
Japan	FORMS-2 (and design)	S60-073,143	7/17/1985	2,057,022	6/24/1988	Registered
Japan	MICRO FOCUS (and design)	S60-073,131	7/17/1985	2,578,486	9/30/1993	Registered
Japan	MICRO FOCUS (and design)	H04-282,080	9/30/1992	3,172,589	6/28/1996	Registered
Japan	MICRO FOCUS (and design)	S60-073,132	7/17/1985	2,300,128	1/31/1991	Registered
Japan	MICRO FOCUS COBOL/2	S62-131,631	11/26/1987	2,436,615	7/31/1992	Registered
Japan	OO COBOL (and design)	H05-004,652	1/22/1993	3,077,882	9/29/1995	Registered
Japan	PROFESSIONAL COBOL (and design)	S60-0073,141	7/17/1985	2,081,791	9/30/1988	Registered
Malaysia	MICRO FOCUS	95/08,776	8/24/1995			Pending
Mexico	MICRO FOCUS	282,832	12/18/1996	697,176	4/30/2001	Registered
Mexico	MICRO FOCUS	282,833	12/18/1996	612,122	5/31/1999	Registered
New Zealand	MICRO FOCUS	251,744	7/27/1995	251,744	7/27/1995	Registered
Norway	ASSETMINER	2001/11,872	10/3/2001		10/24/2002	Registered
Peru	MICRO FOCUS	37,458	4/22/1997	67,115	7/11/2000	Registered
Peru	MICRO FOCUS	37,459	4/22/1997	38,772	9/2/1997	Registered
Peru	MICRO FOCUS	37,460	4/22/1997	11,633	8/14/1997	Registered
Peru	MICRO FOCUS	37,461	4/22/1997	11,634	8/14/1997	Registered
Philippines	MICRO FOCUS	102,643	9/12/1995	4-1995-104,887	2/27/2002	Registered
Portugal	MICRO FOCUS		8/30/1996	319,030	7/8/1998	Registered
Portugal	MICRO FOCUS (Stylized)	495,537	5/27/1997	495,537	8/14/1997	Registered (Int'l Reg)
Singapore	MICRO FOCUS	7,057/95	8/1/1995	7,057/95	8/1/1995	Registered
South Africa	MICRO FOCUS		4/21/1997	97/5,886	5/18/2000	Registered
South Africa	MICRO FOCUS		4/21/1997	97/5,887	5/18/2000	Registered
South Africa	MICRO FOCUS		4/21/1997	97/5,888	5/18/2000	Registered
South Africa	MICRO FOCUS		4/21/1997	97/5,889	5/18/2000	Registered
South Korea	MICRO FOCUS	95-30,673	8/4/1995	366,281	6/24/1997	Registered
Spain	ANIMATOR	499,501	1/5/1985	499,501	11/15/1985	Registered (Int'l Reg)
Sweden	MICRO FOCUS (Stylized)	495,537	5/27/1997	495,537		Pending (Int'l Reg)
Switzerland	ANIMATOR	499,501	1/5/1985	499,501	11/15/1985	Registered (Int'l Reg)
Switzerland	MICROFOCUS FORMS	498,250	6/4/1985	498,250	11/25/1985	Registered (Int'l Reg)
Switzerland	MICROFOCUS PROFESSIONAL	498,251	6/4/1985	498,251	11/25/1985	Registered (Int'l Reg)
Taiwan	MICRO FOCUS	84,041,900	8/18/1995	739,821	12/15/1996	Registered
Taiwan	MICRO FOCUS	87,029,212	6/17/1998	859,503	7/16/1999	Registered
Thailand	MICRO FOCUS	296,876	11/7/1995	Kor 46,423	7/2/1996	Registered



COUNTRY	MARK	APP#	FILED	REG#	REGD	STATUS
United Kingdom	CISCOBOL	1,113,218	4/25/1979	1,113,218	4/25/1979	Registered
United Kingdom	CISCOBOL	1,113,219	4/25/1979	1,113,219	4/25/1979	Registered
United Kingdom	FILSHARE	B 1,144,348	11/21/1980	B 1,144,348	11/21/1980	Registered
United Kingdom	MICRO FOCUS	2,113,719	10/24/1996	2,113,719	1/9/1998	Registered
United States	ASSETMINER	76/237,046	4/4/2001	2,648,566	11/12/2002	Registered
United States	COBOL PORTAL					Proposed
United States	COBOL WORKBENCH	74/020,066	1/17/1990	1,692,496	6/9/1992	Registered
United States	ENTERPRISELINK (and Design)	75/474,788	4/27/1998	2,301,609	12/21/1999	Registered
United States	ENTERPRISELINK (and Design)	75/475,280	4/27/1998	2,313,228	2/1/2000	Registered
United States	FORMS-2	71/580,089	1/27/1986	1,432,758	3/17/1987	Registered
United States	INFORMER	74/602,401	11/23/1994	1,968,000	4/16/1996	Cancelled
United States	LIFT AND SHIFT	78/486,904	9/21/2004			Pending
United States	MAINFRAME EXPRESS	75/463,063	4/6/1998	2,404,568	11/14/2000	Registered
United States	MICRO FOCUS	73/580,086	1/27/1986	1,461,698	10/20/1987	Registered
United States	MICRO FOCUS (and design)	75/404,118	12/11/1997			Opposed
United States	NET EXPRESS	75/652,089	3/2/1999	2,548,733	3/19/2002	Registered
United States	NETEXPRESS	75/468,262	4/15/1998	2,280,944	9/28/1999	Registered
United States	REVOLVE	74/288,492	6/26/1992	1,803,667	11/9/1993	Registered
United States	VISUAL	73/808,455	6/22/1989	1,641,077	4/16/1991	Registered
United States	VS COBOL WORKBENCH	73/580,085	1/27/1986	1,432,757	3/17/1987	Registered
United States	XDB	74/262,290	4/3/1992	1,732,780	11/17/1992	Registered
United States	XDB SYSTEMS (and Design)	74/262,280	4/3/1992	1,732,779	11/17/1992	Lapsed
WIPO	MICRO FOCUS (Stylized)	IR 495,537		IR 495,537		Registered

**DESIGNATION OF DOMESTIC REPRESENTATIVE**

Micro Focus IP Ltd., a company incorporated under the laws of the Cayman Islands, with a business address of P.O. Box 309 G.T., Umland House, South Church Street, Grand Cayman, Cayman Islands, hereby designates Linda G. Henry, Esq. and all other attorneys of Fenwick & West LLP, Silicon Valley Center, 801 California Street, Mountain View, California 94041 U.S.A., as domestic representative upon whom may be served notices of process in proceedings affecting the applications and registrations listed on the attached Schedule A.

MICRO FOCUS IP LTD.

Dated: October 20, 2004

By: 

Name: James Hale

Title: Director

22963/00070/DOCS/1474601.1

TOTAL P.02