

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOTSIP AB		03/31/2006	CORPORATION: SWEDEN
RECEIVING PARTY DATA			
Name:	ORACLE INTERNATIONAL CORPORATION		
Also Known As:	AKA OIC		
Street Address:	500 ORACLE PARKWAY		
City:	REDWOOD SHORES		
State/Country:	CALIFORNIA		
Postal Code:	94065		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76593551	HOTSIP	
Serial Number:	78820422	HOTSIP	
CORRESPONDENCE DATA			
Fax Number:	(703)518-2936		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	703-837-3906		
Email:	btaylor@stites.com		
Correspondent Name:	BREWSTER TAYLOR		
Address Line 1:	1199 NORTH FAIRFAX STREET		
Address Line 2:	SUITE 900		
Address Line 4:	ALEXANDRIA, VIRGINIA 22314-1437		
ATTORNEY DOCKET NUMBER:	T05128US00/BT		
NAME OF SUBMITTER:	Brewster Taylor		

OP \$65.00 76593551

Signature:

/BT/

Date:

06/11/2006

Total Attachments: 6

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HOTSIP – OIC
IP TRANSFER AGREEMENT

THIS IP TRANSFER AGREEMENT (this "Agreement") is made and entered into as of March 31, 2006 (the "Effective Date") by and between Oracle International Corporation ("OIC"), a California corporation and an indirectly wholly-owned subsidiary of Oracle Corporation, and Hotsip AB ("Hotsip"), a Swedish limited liability corporation and an indirectly wholly-owned subsidiary of OIC, having its registered address at Barnhusgatan 16, 1 tr, SE-111 23 Stockholm, Sweden, corporate identity number 556581-0396.

RECITALS

WHEREAS, OIC has acquired all of the shares in Gigantissimo 2548 AB, a Swedish limited liability corporation, corporate identity number 556686-5688, pending change of name to Saida AB ("Saida"), subsequent to which Saida has acquired all of the shares in Hotsip, as a result of which Hotsip is an indirectly wholly owned subsidiary of OIC;

WHEREAS, for US federal income tax purposes only, OIC intends to make a Section 338 Election for Hotsip and Check-the-Box Elections for Saida and Hotsip to be treated as disregarded entities, all to be effective prior to the Effective Date;

WHEREAS, the Oracle group has determined that it is desirable to dissolve the corporate organizational structure of Saida and Hotsip (the "Dissolution");

WHEREAS, in connection with the Dissolution, the Board of Directors of Hotsip and OIC have declared it advisable and in the best interests of said entities and their respective stockholders that, prior to the Dissolution, Hotsip sells and transfers to OIC all of its intellectual property rights (the "IP Assets"), and that OIC assume all of Hotsip's obligations with respect to such IP Assets (the "IP Transfer");

WHEREAS, this Agreement is intended to effect the IP Transfer with an effective time as of 12:01 a.m. CET April 1, 2006 (the "Effective Time"); and

AGREEMENT

NOW, THEREFORE, in light of the foregoing, the parties hereby agree as follows:

ARTICLE 1
PURCHASE AND SALE OF ASSETS

Section 1.1. Purchase and Sale of Assets. Upon and subject to the terms and conditions of this Agreement, as of the Effective Time, Hotsip hereby sells, assigns, agrees to assign, transfers, conveys and delivers to OIC and OIC hereby purchases and receives from Hotsip (with the right for OIC to further transfer and assign, license, sub-license, alter, amend, update, develop and create derivative works of) the following:

(a) Patents, Copyrights, Trade Secrets, Know-How, and Other Intellectual Property. All of Hotsip's right, title, and interest in the following: (i) all inventions, patents, and pending applications; (ii) all copyrights, trade secrets, know-how, and any other proprietary rights and intellectual assets, registered and unregistered, that are embodied in, or that pertain to the development, testing,

installation, implementation, customization, optimization, configuration, operation, support, promotion, marketing, advertising, sale, hosting or other use thereof of the educational core curriculum, the software programs and related documentation owned and held by Hotsip; and (iii) all copyrights, trade secrets, know-how, and any other proprietary rights and intellectual assets, registered and unregistered, owned and held by Hotsip, that relate to Hotsip's business operations, products, and services (collectively the "IP"), together with (iv) all the rights and privileges that inhere in such IP;

(b) Trademarks. All of Hotsip's right, title, and interest in all trademarks, service marks, trade dresses, logos, designs and slogans, whether in word mark, stylized or design format, registered and unregistered (the "Marks"), together with the goodwill of Hotsip's business connected with the use of and symbolized by the Marks and all the rights and privileges that inhere in such Marks; and

(c) Contracts: All of Hotsip's rights and obligations under all contracts set out in Schedule 1.1 (c) (the "Contracts").

Section 1.2. Liabilities. Hotsip will not transfer, and OIC will not assume, any liabilities whatsoever as part of this Agreement, except that Hotsip does transfer any and OIC assumes all liabilities and obligations related to the IP, the Marks and the Contracts being transferred and assigned pursuant to Section 1.1 above; *provided, however*, that the foregoing shall not be deemed to constitute an assignment or transfer to OIC of any assets, employees, contracts, agreements, licenses or other commitments which are otherwise transferred by Hotsip to Oracle Svenska AB pursuant to the Assignment and Assumption Agreement between Hotsip and Oracle Svenska AB effective as of April 1, 2006 and other Assignment and Assumption Agreements pursuant to which Hotsip transfers and assigns third party contracts to other Oracle entities effective as of April 1, 2006.

Section 1.3. Deliveries. Hotsip will deliver to OIC such documents as are necessary to transfer the assets listed above in Section 1.1.

Section 1.4. Purchase Price and payment. In consideration of the transfer and assignment made hereunder, OIC shall pay to Hotsip a consideration of ~~XXXXXXXXXX~~ (the "Purchase Price"). The Purchase Price shall be paid by OIC through the issuance of a promissory note in the form attached hereto as Schedule 1.4 to be delivered to Hotsip as of the Effective Time.

Section 1.5. No Representations or Warranties. OIC acknowledges and agrees that (a) Hotsip makes no representations or warranties, express or implied, as to the condition, quality, merchantability or fitness of any IP or Mark transferred by it pursuant to this Agreement or otherwise, and any representations and warranties that may apply under Swedish Sale of Goods Act (*Sw. Köplagen (1990:931)*) are hereby expressly disclaimed, except to the extent that such disclaimer is held to be legally invalid, in which event any representations and warranties shall apply only to the extent required not to be legally invalid (and in no event shall Hotsip be liable for any claim for special, incidental, indirect or consequential damages, loss of business, revenue, profits, goodwill, use, data or other economic advantage of OIC), (b) all such IP and Marks are being transferred on an "as is," "where is" basis, and (c) OIC will bear the economic and legal risks that any conveyance will prove to be insufficient to vest in it good and marketable title to the IP and Marks, free and clear of any security interest, pledge, lien, charge, claim or other encumbrance of any nature whatsoever.

Section 1.6. Transfers Not Effected as of the Effective Time.

(a) The parties acknowledge and agree that the transfers of Contracts contemplated by this Agreement may not be effected as of the Effective Time due to the inability of the parties to obtain necessary consents or approvals or the inability of the parties to take certain other actions necessary to

effect such transfers. To the extent any transfers of Contracts contemplated by this Agreement have not been fully effected as of the Effective Time, Hotsip and OIC will cooperate and use commercially reasonable efforts to obtain any necessary consents or approvals or take any other actions necessary to effect such transfers as promptly as practicable following the Effective Time.

(b) Notwithstanding anything to the contrary in this Agreement, this Agreement will not effect the transfer or assignment of any Contract to the extent that such transfer or assignment would constitute a material breach of such Contract.

(c) If an attempted assignment of a Contract would be ineffective or would impair OIC's rights under any such Contract so that OIC would not receive all such rights, then the parties will use commercially reasonable efforts to provide to, or cause to be provided to, OIC, to the extent permitted by law, the rights of any such Contract and take such other actions as may reasonably be requested by the other party in order to place OIC, insofar as reasonably possible, in the same position as if such Contract had been transferred as contemplated hereby. In connection therewith, (a) Hotsip will promptly pass along to OIC when received all benefits derived by Hotsip with respect to any such Contract, and (b) OIC will pay, perform and discharge on behalf of Hotsip, all of Hotsip's obligations with respect to any such Asset in a timely manner and in accordance with the terms thereof which it may do without breach. If and when such consents or approvals are obtained or such other required actions have been taken, the transfer of the applicable Asset will be effected in accordance with the terms of this Agreement.

Section 1.7. Acknowledgment. Hotsip acknowledges that, from and after the execution of this Agreement, OIC is the owner of all right, title and interest in and to the IP and Marks in any form or embodiment thereof and is also the owner of the goodwill attached to the Marks. Hotsip will not at any time do or suffer to be done any act or thing that may materially adversely affect any rights of OIC in or to the IP and Marks. OIC acknowledges that Hotsip has granted certain licenses and other rights to the IP and Marks and that OIC acquires such IP and Marks subject to such licenses and other rights.

Section 1.8. Cooperation. Hotsip will take all actions necessary to execute any and all documents as may be reasonably requested by OIC from time to time to fully vest or perfect in OIC all right, title and interest in and to the IP and Marks pursuant to this Agreement. Such actions may include without limitation, providing documents and information useful or necessary for the prosecution of any application to register or perfect any of the IP and Marks, maintaining any trademark registration, or pursuing or defending any administrative, court or other legal proceeding involving one or more of the IP and Marks.

ARTICLE 2 MISCELLANEOUS PROVISIONS

Section 2.1. Further Assurances. The parties hereto will each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement. Except as otherwise expressly provided in this Agreement, neither Hotsip nor OIC will be obligated to incur any out-of-pocket costs, expenses and fees in connection with its obligations under this Section 2.1, including, without limitation, any attorneys' fees, recording, assignment or other similar fees.

Section 2.2. Governing Law and Arbitration. The substantive laws of Sweden (without reference to its principles of conflicts of law) shall govern the construction, interpretation and other matters arising out of or in connection with this Agreement. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof shall be settled by

arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of one (1) arbitrator. The place of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.

Section 2.3. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

Section 2.4. Entire Agreement. This Agreement constitutes the final agreement between the parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the parties with respect to the matters contained herein are superseded by this Agreement.

Section 2.5. Third Party Beneficiaries. Nothing in this Agreement is intended, nor shall it be constructed, to confer any rights or benefits upon any person (including, but not limited to, any employee or former employee of any party hereto) other than the parties hereto.

Section 2.6. Successors and Assigns. This Agreement shall be binding upon and inure to the parties hereto and their respective successors and assigns, provided, however, that no party hereto will assign its rights or delegate its obligations under this Agreement without the express written consent of the other parties hereto.

Section 2.7. Amendment. No change, modification or amendment of this Agreement shall be valid or binding on the parties unless such change or modification shall be in writing signed by the party or parties against whom the same is sought to be enforced.

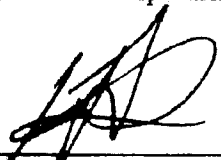
Section 2.8. Counterparts. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. The signatures of all parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.


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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

"Hotsip"

HOTSIP AB, a Swedish corporation

By: 
Name: Leif Bernander
Title: Member of the Board

By: 
Name: Anders Ottosson
Title: Member of the Board

"OIC"

ORACLE INTERNATIONAL CORPORATION, a California corporation

By: _____
Name: Daniel Cooperman
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

"Hotsip"

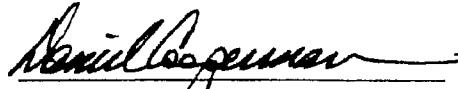
HOTSIP AB, a Swedish corporation

By: _____
Name: Leif Bernsmed
Title: Member of the Board

By: _____
Name: Anders Ottosson
Title: Member of the Board

"OIC"

ORACLE INTERNATIONAL CORPORATION, a
California corporation

By: 
Name: Daniel Cooperman
Title: President and Chief Executive Officer