

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DataDirect Technologies Corp.		01/01/2008	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Progress Software Corporation		
<b>Street Address:</b>	14 Oak Park		
<b>City:</b>	Bedford		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01730		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2913582	YOUR SOFTWARE, OUR TECHNOLOGY-EXPERIENCE THE CONNECTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(781)280-4035		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	781-280-4000		
<b>Email:</b>	ssheehan@progress.com		
<b>Correspondent Name:</b>	Pamela S. Chestek		
<b>Address Line 1:</b>	14 Oak Park		
<b>Address Line 4:</b>	Bedford, MASSACHUSETTS 01730		
<b>NAME OF SUBMITTER:</b>	Shawna Sheehan		
<b>Signature:</b>	/Shawna Sheehan/		
<b>Date:</b>	04/15/2008		

OP \$40.00 2913582

**Total Attachments: 8**

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## ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement") effective as of January 1, 2008, is entered into by and between Progress Software Corporation, a Massachusetts corporation, having its principal place of business at 14 Oak Park, Bedford, Massachusetts 01730 ("PSC"), and DataDirect Technologies Corp., a Massachusetts corporation, having its principal place of business at 14 Oak Park, Bedford, Massachusetts 01730 ("DDT Corp.").

**WHEREAS**, DDT Corp. is a wholly owned subsidiary of PSC; and

**WHEREAS**, DDT Corp. desires to convey to PSC its entire right, title and interest, both legal and equitable, in and to certain computer software products, their component parts, and all documentation relating thereto possessed or controlled by DDT Corp. (referred to herein collectively as the "Products") and the intellectual property related thereto, including, but not limited to, the properties identified on Exhibit A; and

**WHEREAS**, DDT Corp. desires to assign to PSC all agreements concerning the Products, including but not limited to license agreements and sale agreements (referred to herein as "Product Agreements"); and

**WHEREAS**, PSC desires to acquire DDT Corp.'s entire right, title and interest, both legal and equitable, in and to the Products and all rights associated with the Product Agreements; and

**WHEREAS**, DDT Corp. desires to convey to PSC, and PSC desires to acquire, DDT Corp.'s entire right, title and interest, both legal and equitable, in and to any other intellectual property owned by DDT Corp.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, PSC and DDT Corp. hereby agree as follows:

1. Definitions

As used in this Agreement, the definitions set forth in this article shall apply to the respective terms identified herein:

- a. "source code" shall mean a copy of the computer software program or portions thereof written in a programming language employed by computer programmers, which must be translated into the language of a machine before it can be executed.
- b. "object code" shall mean a copy of the computer software program or portions thereof in which the source code has been converted or translated into the machine language of the computer with which it is intended to be used.

2. Conveyance of Rights

DDT Corp. hereby transfers, grants, conveys, assigns, and relinquishes exclusively to PSC, its successors, heirs and assigns, all of DDT Corp.'s entire right, title, and interest, both legal and equitable, in and to the following tangible and intangible property:

- a. title to and possession of the media, devices, and documentation that constitute all copies of the Products;
- b. all patent rights, title or interests owned (or claims to such rights) by DDT Corp;
- c. all copyright rights, title or interests owned (or claims to such rights) by DDT Corp., including (without limitation) any U.S. Registered Copyrights and copyright interests accruing by reason of international copyright conventions;
- d. all trademark, service mark and trade name rights, title or interests owned (or claims to such rights) by DDT Corp.;
- e. all domain name rights, title or interests owned (or claims to such rights) by DDT Corp.;
- f. all right, title and interest of DDT Corp. in and to the inventions, discoveries, improvements, ideas, trade secrets, know-how, confidential information, and all other intellectual property owned (or claims to such rights) by DDT Corp.; and
- g. all right, title and interest of DDT Corp. in and to any source code and object code.
- h. all rights and interests under all Product Agreements entered in to by DDT Corp.

3. Delivery of Physical Objects

Within five (5) business days after the date of the execution of this Agreement, DDT Corp. shall deliver to PSC's principal place of business (a) master copy of the Products (in both source code and object code form), which shall be in a form suitable for copying; and (b) all system and user documentation pertaining to the Products, including design or development specifications, error reports, and related correspondence and memoranda.

4. Warranties of Title

4.1 DDT Corp. represents and warrants that, to the best of DDT Corp.'s knowledge, DDT Corp. owns and PSC shall receive pursuant to Section 2 hereunder complete and exclusive right, title, and interest in and to all tangible and intangible

property rights described herein free and clear of all liens, claims, encumbrances, rights, or equities whatsoever of any third party. DDT Corp. represents and warrants that it has developed or acquired the Products entirely through its own efforts for its own account and that, to the best of DDT Corp.'s knowledge, the tangible and intangible property rights described herein are free and clear of all liens, claims, encumbrances, rights, or equities whatsoever of any third party.

4.2 DDT Corp. represents and warrants that, to the best of DDT Corp.'s knowledge, the Products do not infringe any patent, copyright, trademark, trade secret or other rights of any third party; that the intellectual property in the Products has not been forfeited to the public domain; and that the source code for the Products and the Product architectures have been maintained in confidence.

4.3 DDT Corp. represents and warrants that all personnel, including employees, agents, consultants, and contractors, who have contributed to or participated in the conception and development of the Products either (a) have been party to a work-made-for-hire relationship with DDT Corp. that has accorded DDT Corp. full, effective, and exclusive original ownership of all tangible and intangible property thereby arising with respect to the Products or (b) have executed appropriate instruments of assignment in favor of DDT Corp. as assignee with terms providing for the conveyance to DDT Corp. of the full and exclusive ownership of all tangible and intangible property thereby arising with respect to the Products.

4.4 DDT Corp. represents and warrants that the Products perform substantially in accordance with the documentation related to the Products and that such documentation describes substantially all of the features of the Products.

## 5. Further Assurances

DDT Corp. shall execute and deliver such further conveyance instruments and take such further actions as may be necessary or desirable to evidence more fully the transfer of ownership of the properties described herein to PSC. DDT Corp. therefore agrees both before and after the consummation of the assignments contemplated hereby:

- a. to execute, acknowledge, and deliver any documents of assignment and conveyance necessary to carry out the intent of this Agreement;
- b. to provide testimony (including affidavits) in connection with any proceeding affecting the right, title, or interest of PSC in any of the properties or rights transferred herein; and
- c. to perform any other acts reasonably deemed necessary to carry out the intent of this Agreement.

## 6. Acknowledgment of Rights

In furtherance of this Agreement, DDT Corp. hereby acknowledges that, from and after the effective date of this Agreement, PSC has acceded to all of DDT

Corp.'s right, title, and standing to:

- a. receive all rights and benefits pertaining to the Products and Product Agreements;
  - b. institute and prosecute all suits and proceedings and take all actions that PSC, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind; and
  - c. defend and compromise any and all such action, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and perform all other such acts in relation thereto as PSC, in its sole discretion, deems advisable. Notwithstanding the foregoing, DDT Corp. shall have the right to defend itself with respect to any actions brought against it relating to the Products or this Agreement.
7. Indemnification; Limitations on Warranty

If any claim, demand or action is made against PSC that the Products, in the form delivered by DDT Corp., infringe or abridge any third-party rights in copyright, patent, trademark, trade secret, or other intellectual property rights, or that the representations and warranties made herein, including but not limited to Section 4, are inaccurate, DDT Corp. agrees, at its own expense, to indemnify and hold harmless PSC from any and all costs (including reasonable attorney's fees), damages and expenses incurred by or awarded against PSC as a result of such claims, demands, or actions; provided that PSC (a) notifies DDT Corp. in writing of the claim within thirty (30) days after PSC's discovery or notification of the same, (b) gives DDT Corp. sole authority to defend or settle the claim, (c) gives DDT Corp. all information in PSC's control concerning the claim, and (d) reasonably cooperates and assists DDT Corp. with the defense of the claim at DDT Corp.'s expense.

**OTHER THAN THE REPRESENTATIONS MADE IN SECTION 4, DDT CORP. DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WITH RESPECT TO THE PRODUCTS, MATERIALS OR RIGHTS PROVIDED HEREUNDER, OR OTHERWISE RELATING TO THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY OR ITS AFFILIATES BE ENTITLED TO RECOVER FROM THE OTHER ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF USE AND THE LIKE), WHETHER BASED ON CONTRACT, TORT OR ANY OTHER CAUSE OF ACTION RELATING TO ANY PRODUCT, MATERIALS OR RIGHTS PROVIDED HEREUNDER, OR OTHERWISE RELATING TO THIS AGREEMENT, EVEN IF PSC OR DDT CORP. HAVE BEEN INFORMED OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES. FOR THE PURPOSES OF THIS SECTION 7, "AFFILIATES" SHALL INCLUDE, BUT NOT BE LIMITED TO, ALL OFFICERS, DIRECTORS, AGENTS,

EMPLOYEES, STOCKHOLDERS, SUBSIDIARIES, PARTNERS AND CONTROLLING PERSONS.

8. Miscellaneous

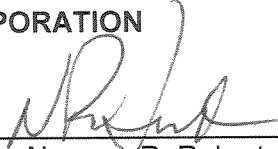
8.1 If any provision of this Agreement is declared invalid, illegal or unenforceable, then such provision shall be deemed automatically adjusted to conform to the requirements for validity at such time and, as so adjusted, shall be deemed a provision of this Agreement as though originally included. If the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though the provision had never been included. In either case, the remaining provisions of this Agreement shall remain in effect.

8.2 The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of agreement and supersedes all proposals (oral or written), understandings, representations, conditions, warranties, covenants, and other communications between the parties relating hereto. This Agreement may be amended only by a subsequent writing that specifically refers to this Agreement and is signed by both parties, and no other act, document, usage, or custom shall be deemed to amend this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single agreement. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, together with their respective legal representatives, successors, and assigns. The section headings contained herein are for reference only and shall not be considered substantive parts of this Agreement.

8.3 All questions concerning the validity, operation, interpretation, and construction of this Agreement will be governed by and determined in accordance with the substantive laws of the Commonwealth of Massachusetts. The parties agree that exclusive jurisdiction and venue of any action with respect to this Agreement shall be in a court of competent subject matter jurisdiction located in the Commonwealth of Massachusetts and each of the parties hereby submits itself to jurisdiction and venue of such courts for the purpose of any such action.

IN WITNESS WHEREOF, the parties hereof have executed this Agreement as an instrument under seal effective as of the date shown above.

**PROGRESS SOFTWARE CORPORATION**

By:   
Name: Norman R. Robertson  
Title: Senior Vice President, Finance and Administration and Chief Financial Officer

**DATADIRECT TECHNOLOGIES CORP.**

By:   
Name: James D. Freedman  
Title: Secretary

Exhibit A  
Intellectual Property

Trademarks:

Name	Number	Country	Application Date	Registration Date
SequeLink®	73/791217 1569450	USA	04-Apr-1989	5-Dec-1989
SequeLink®	66441 462287	Benelux	06-Mar-1989	06-Mar-1989
SequeLink®	H03-064224 2621430	Japan	21-Jun-1991	28-Feb-1994
SequeLink®	545785	International Register (Germany, Italy, Portugal, Spain, Switzerland)		31-Oct-1989
SequeLink®	7668/94 AT94/07669H	Singapore	02-Sep-1994	02-Sep-1994
SequeLink®	AT94/07668Z	Singapore	02-Sep-1994	02-Sep-1994
SequeLink®	1992/03251 242321	Sweden	02-Apr-1992	13-Nov-1992
SequeLink®	A1400943	UK	25-Sep-1989	17-Jul-1992
SequeLink®	A1400944	UK	25-Sep-1989	21-Feb-1992
SequeLink®	A1400945	UK	25-Sep-1989	31-Jan-1992
DataDirect Connect OLE DB®	75/433922 2320210	USA	13-Feb-1998	2-Feb-2000
DataDirect Connect®	75/468012 2492962	USA	14-Apr-1998	25-Sep-2001
DataDirect® (stylized)	74/567557 2000319	USA	30-Aug-94	19-Sep-1996
DataDirect Connect64™	76542520 N/A	USA	3-Sep-2003	N/A
Your Software, Our Technology-Experience The Connection™	76448508 N/A	USA	6-Sep.-2002	N/A
DataDirect Technologies™	76448509 N/A	USA	6-Sep-2002	N/A
DataDirect jXTransformer™				
DataDirect Spy™				
DataDirect Test™				
SupportLink™				
DataDirect Connect Integrator™				
DataDirect Reflector™				
DataDirect SequeLink Integrator™				
SupportLink™				



Domain Names:

dataconnectivity.com
connectdata.com
ddtek.net
Intersolv.com
datadirect.com
ddconnection.com
ddconnection.net
ddconnection.org
ddconnections.com
Intersolve.com
sequelink.com
datadirecttech.net
datadirect-technologies.net
datadirecttechnology.com
datadirect-technology.com
datadirecttechnology.net
datadirect-technology.net
datadirecttechnologies.net
ddtek.com
datadirecttech.com
datadirecttechnologies.com
datadirect-technologies.com

Patent Applications:

1. July 14, 2003 – Non-Provisional Patent App. No. 10/617,826 - Supporting Distributed Transactions [“System and Method for Connectivity to Structured Query Language Database; *formerly* Provisional patent application no. 60/395,321 dated July 12, 2002 for “JTA Implementation for the Connect JDBC Microsoft SQL Server Driver”], and
2. July 7, 2003 – Provisional Patent App. No. 60/484,654 - Windows Authentication for Pure Java Access to Microsoft SQL Server [“Providing Single Sign On and Secure Authentication In a Type 4 JDBC Driver”]; Non-provisional patent must be filed by July 7, 2004 to maintain priority date established by provisional patent application.

Trade names:

DataDirect Technologies Holdings  
DataDirect Technologies Limited  
DataDirect Technologies  
DataDirect Technologies, Inc.  
DataDirect Technologies Ltd.  
DataDirect Technologies N.V.  
DataDirect Technologies KK (DataDirect Technologies Co., Ltd. [in English])  
DataDirect Technologies Kabushiki Kaisha [in Japanese])  
DataDirect Technologies GmbH

Copyrights:

<b>Title of Work</b>	<b>Registration Number</b>	<b>Effective Date</b>
DataDirect Connect for SAP desktop	TX 5-474-802	10-Jan-02
DataDirect Connect per CPU Connect Premium for DB2 server	TX 5-474-803	10-Jan-02
DataDirect Connect per CPU Connect ADO server based single ADO provider	TX 5-474-804	10-Jan-02
DataDirect Connect per Desktop Connect JDBC single database driver	TX 5-477-053	11-Jan-02
DataDirect Connect per CPU Connect JDBC server based single JDBC driver	TX 5-477-054	11-Jan-02
DataDirect SequeLink Desktop ADO/OLE DB	TX 5-477-055	11-Jan-02
DataDirect SequeLink per CPU, ADO/OLE DB application Server/Web Server	TX-5-559-713	11-Jan-02
DataDirect SequeLink Desktop, Remote SequeLink Manager	TX-5-559-714	11-Jan-02
DataDirect SequeLink per CPU, Remote SequeLink Manager	TX-5-559-715	11-Jan-02
DataDirect Connect per Desktop Connect JDBC pack	TX-5-724-334	11-Jan-02
DataDirect SequeLink Desktop ODBC	TX 5-783-910	11-Jan-02
DataDirect Connect for SAP server	TX-5-724-332	11-Aug-03
DataDirect Connect per Desktop Connect ADO single database driver	TX 5-783-912	11-Jan-02
DataDirect SequeLink Desktop JDBC	TX 5-783-911	11-Aug-03
DataDirect Connect per Desktop Connect Premium	TX-5-892-994	31-Oct-03;
DataDirect SequeLink Desktop JDBC with ODBC Socket	TX 5-783-913	11-Aug-03
DataDirect SequeLink Desktop ADO/OLE DB with ODBC socket	TX-5-724-333	11-Jan-02
DataDirect Connect per Desktop Connect ODBC pack	TX-5-792-466	4-Aug-03
DataDirect Connect per Desktop Connect ODBC single database driver	TX-5-792-467	4-Aug-03
DataDirect SequeLink per CPU SequeLink OS/390 ODBC/JDBC Client	TX-5-792-463	4-Aug-03
DataDirect SequeLink per CPU JDBC Application Server/Web Server	TX-5-792-464	4-Aug-03
DataDirect SequeLink per CPU ODBC Application Server/Web Server with ODBC socket	TX-5-792-462	11-Jan-02
DataDirect Sequelink Desktop (fka DataDirect SequeLink Desktop ODBC with ODBC Socket)	TX-5-792-465	4-Aug-03
DataDirect SequeLink per CPU ODBC Application Server/Web Server	TX-5-792-477	10-Jan-02
DataDirect Connect per CPU Connect ODBC server based single ODBC driver	TX 5 -789-567	1-Aug-03
DataDirect Connect per Desktop Connect ADO pack	TX 5-789-568	1-Aug-03
DataDirect Connect for JDBC 3.3	TX-5-792-692	10- Sept-03
DataDirect for .NET	TX-5-755-492	16-Jan -03
DataDirect ix Transformer	TX-5-755-493	16-Jan -03

Software:

DataDirect Connect for JDBC  
 DataDirect Connect for ODBC  
 DataDirect Connect64 for JDBC  
 DataDirect Connect for .NET  
 DataDirect Connect for ADO  
 DataDirect Connect for SQL/XML  
 DataDirect SequeLink