

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP Transfer Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oracle Global Holdings, Inc.		06/01/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Oracle International Corporation		
Street Address:	500 Oracle Parkway		
City:	Redwood City		
State/Country:	CALIFORNIA		
Postal Code:	94065		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2721629	VUELINK	
CORRESPONDENCE DATA			
Fax Number:	(415)576-0300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-576-0200		
Email:	jah@townsend.com		
Correspondent Name:	John A. Hughes		
Address Line 1:	Two Embarcadero Center, 8th Floor		
Address Line 2:	Townsend and Townsend and Crew LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	16433P-071300US		
NAME OF SUBMITTER:	John A. Hughes		
Signature:	/jah/		
Date:	06/15/2009		

CH \$40.00 2721629

Total Attachments: 4

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ORACLE / AGILE CANADIAN HOLDINGS

IP TRANSFER AGREEMENT

THIS ORACLE / AGILE CANADIAN HOLDINGS IP TRANSFER AGREEMENT (this "Agreement") is made and entered into as of June 1, 2009 (the "Effective Date") by and between Oracle Global Holdings, Inc., a Delaware corporation ("OGH") and Oracle International Corporation, a California corporation ("OIC").

RECITALS

WHEREAS, OIC is an indirect, partially-owned subsidiary of Oracle Systems Corporation, a Delaware corporation ("OSC") and an indirect, wholly-owned subsidiary of Oracle Corporation, a Delaware corporation ("OC");

WHEREAS, OGH is a direct, majority-owned subsidiary of OSC and an indirect, wholly-owned subsidiary of OC;

WHEREAS, Agile Canadian Holdings, Inc., formerly a Delaware corporation ("ACH") and formerly a wholly-owned subsidiary of Agile Software Corporation, a Delaware corporation ("ASC"), merged with and into OGH, with OGH surviving the merger (the "Merger"), effective as of September 26, 2007 at 12:01 a.m. Pacific Daylight Time;

WHEREAS, in connection with the Merger, Cimmetry Systems Corp., formerly a company organized under the laws of the Province of Nova Scotia, Canada and formerly a direct, wholly-owned subsidiary of ACH ("Cimmetry," and together with ACH, "Agile Canada"), transferred its intellectual property related to the Cimmetry product line to OIC, effective September 26, 2007;

WHEREAS, it is contemplated that, OGH will transfer to OIC all of its IP Assets (as defined herein) that it acquired from ACH as a result of the Merger, and that OIC will assume all of OGH'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. Pacific Daylight Time on the Effective Date (the "Effective Time"); and

WHEREAS, the transfer of the IP Assets by OGH as contemplated by this Agreement is intended for tax purposes to constitute a transfer of the IP Assets by OGH to OIC in connection with a transfer described in Section 351(a) of the Internal Revenue Code of 1986, as amended (the "Code");

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 TRANSFER OF IP ASSETS

Section 1.2. Transfer of IP Assets. Upon and subject to the terms and conditions of this Agreement, as of the Effective Time, OGH hereby assigns, agrees to assign, transfers, conveys and delivers to OIC and OIC hereby acquires and accepts, with the right for OIC to, subsequent to the transfer and assignment, control, use, enforce, further transfer (granting the acquirer the same rights), assign, license, sub-license, alter, amend, update, develop, create derivative works of or otherwise dispose of:

(a) Patents, Copyrights, Trade Secrets, Know-How, and Other Intellectual Property. To the extent acquired from ACH pursuant to the Merger, all of its 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 related to the Cimmetry product line; and (iii) all copyrights, trade secrets, know-how, and any other proprietary rights and intellectual property assets, registered and unregistered, that relate to Agile Canada's business operations, products, and services (collectively referred to in this Agreement as the "Assigned Software IP"); and


(b) Tradenames and Trademarks. To the extent acquired from ACH pursuant to the Merger, all of its rights, title, and interest in all global tradenames, 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 Agile Canada's business connected with the use of and symbolized by the Marks and all the rights and privileges that inhere in such Marks (the Marks and such Marks-related goodwill, rights and privileges are collectively referred to in this Agreement as the "Assigned Marks"). (The Assigned Software IP and the Assigned Marks are collectively referred to in this Agreement as the "IP Assets").

[PORTIONS REDACTED]

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

"OGH"

ORACLE GLOBAL HOLDINGS, INC., a
Delaware corporation

By: 
Name: Greg Hilbrich
Title: Senior Vice President, Taxation
Date: May 28, 2009

"OIC"

ORACLE INTERNATIONAL CORPORATION, a
California corporation

By: _____
Name: Thomas J. Angioletti
Title: Senior Vice President, Intellectual Property
Date: May __, 2009

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

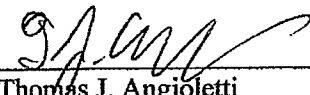
"OGH"

ORACLE GLOBAL HOLDINGS, INC., a
Delaware corporation

By: _____
Name: Greg Hilbrich
Title: Senior Vice President, Taxation
Date: May __, 2009

"OIC"

ORACLE INTERNATIONAL CORPORATION, a
California corporation

By:  _____
Name: Thomas J. Angioletti
Title: Senior Vice President, Intellectual Property
Date: May 22, 2009