

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sybase, Inc. | | 01/05/2009 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | iAnywhere Solutions, Inc. | | |
| Street Address: | One Sybase Drive | | |
| City: | Dublin | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94568 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2799053 | IANYWHERE SOLUTIONS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (703)273-7684 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 703.273.7680 | | |
| Email: | rshapiro@sasiplaw.com | | |
| Correspondent Name: | Ronald E. Shapiro | | |
| Address Line 1: | 11350 Random Hills Road | | |
| Address Line 2: | Suite 740 | | |
| Address Line 4: | Fairfax, VIRGINIA 22030 | | |
| ATTORNEY DOCKET NUMBER: | CPA6555 | | |
| NAME OF SUBMITTER: | Ronald E. Shapiro | | |
| Signature: | /Ronald E. Shapiro/ | | |
| Date: | 07/07/2009 | | |

OP \$40.00 2799053

Total Attachments: 15

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INTER-COMPANY ASSIGNMENT AND LICENSE AGREEMENT

THIS INTER-COMPANY ASSIGNMENT AND LICENSE AGREEMENT (this "Agreement") is effective as of January 1, 2006 ("Effective Date") between Sybase, Inc., a Delaware corporation ("Sybase") and iAnywhere Solutions, Inc. a Delaware corporation ("IAS").

RECITALS

WHEREAS,

- A. Sybase and IAS are each engaged in the business of designing, developing, manufacturing, marketing, distributing, selling and licensing software products and providing services related thereto. IAS is a majority owned subsidiary of Sybase.
- B. At various times prior to the Effective Date, Sybase has acquired ownership of certain intellectual property rights in products and technologies for which IAS has had the primary development and/or marketing responsibility. Sybase and IAS now wish for IAS to be the owner of the copyright rights in such products and technologies and of specified related patents and trademark rights, all as defined in this Agreement. In addition, while the parties do not believe that IAS currently has any ownership interest in any products or technologies for which Sybase has had primary development and/or marketing responsibility (except to the extent of portions of the Assigned Technology IP (defined below)), the parties wish to include an assignment of any such interest that IAS may have in order to ensure that the record is clear as to Sybase's ownership.
- C. As of the Effective Date, certain Sybase software and certain IAS software may incorporate components for which the intellectual property rights are owned by the other party. Sybase and IAS wish to grant each other licenses sufficient to allow the other to use and commercially exploit such components as part of products and technologies currently in existence and as may exist in the future, on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained in this Agreement and other consideration, the adequacy and receipt of which is hereby acknowledged, Sybase and IAS, intending to be legally bound, covenant and agree as follows:

AGREEMENT

1. DEFINITIONS.

- 1.1 "Assigned Technologies" means all versions of that software and related Documentation identified as Assigned Technologies on Exhibit A ("Description of Assigned Technologies and Assigned Technology IP") in existence as of the Effective Date, to the extent Sybase has any ownership right therein, but excluding the Excluded IP.
- 1.2 "Assigned Technology IP" means the copyright rights in the Assigned Technologies, together with those patents and trademarks identified on Exhibit A ("Description of Assigned Technologies and Assigned Technology IP"); provided, however, that the Assigned Technology IP does not include the Excluded IP. The Assigned Technology IP does not

include any software or Intellectual Property Right not expressly identified on Exhibit A ("Description of Assigned Technologies and Assigned Technology IP").

- 1.3 "Documentation" means user guides, operating manuals, educational materials, product descriptions and specifications, and technical manuals for software.
- 1.4 "Excluded IP" means the copyright rights in those software components and related Documentation identified as Excluded IP on Exhibit A ("Description of Assigned Technologies and Assigned Technology IP").
- 1.5 "IAS Software" means all software for which the copyright rights are owned by IAS on and/or after the Effective Date of this Agreement.
- 1.6 "Licensed IAS IP" means all Intellectual Property Rights either owned by IAS or licensed by IAS with a right to sublicense, during the period that IAS has such rights, that currently or in the future are or may be infringed or misappropriated by any Sybase Software or related service were such rights not licensed.
- 1.7 "Licensed Sybase IP" means all Intellectual Property Rights either owned by Sybase or licensed by Sybase with a right to sublicense, during the period that Sybase has such rights, that currently or in the future are or may be infringed or misappropriated by any IAS Software or related service were such rights not licensed.
- 1.8 "Intellectual Property Rights" means any present or future right to exclude granted under federal, state or foreign law, whether registered or not, including but not limited to: (i) copyrights, moral rights, and other rights in works of authorship; (ii) patents and similar industrial property rights (including but not limited to existing patent and pending patent applications, improvement patents, patents of addition, as well as divisions, reissues, contributions, and extensions of any of the foregoing); (iii) trade secrets; and (iv) trademarks.
- 1.9 "Sybase Software" means all software and related Documentation for which the copyright rights are owned by Sybase on and/or after the Effective Date of this Agreement. The Sybase Software as of the Effective Date includes without limitation the software identified on Exhibit B ("Description of Sybase Software"), excluding any components thereof that are included in the Assigned Technologies and that are assigned to IAS under this Agreement.
- 1.10 "Sybase Technology IP" means the copyright rights in the Sybase Software, together with all patents and trademarks rights related thereto, excluding any components thereof that are included in the Assigned Technology IP.
- 1.11 "Third Party" means any person or legal or governmental entity of any kind, other than Sybase or IAS.

2. TRANSFER OF ASSIGNED TECHNOLOGY IP TO IAS AND RELATED MATTERS.

2.1 Assignment. Sybase hereby assigns, conveys, sells, transfers, and delivers to IAS all of Sybase's right, title and interest (but only to the extent of Sybase's rights therein) in and to the

Assigned Technology IP; and IAS accepts such assignment. In the event Sybase currently owns any Assigned Technology IP that cannot be effectively assigned to IAS, Sybase hereby grants IAS, and its successors and assigns, a worldwide, perpetual, fully paid-up, royalty-free, irrevocable, exclusive, fully transferable (including the right to grant sublicenses through multiple tiers of sublicenses), unrestricted right and license in and to all such Assigned Technology IP to use, sell, offer to sell, make, have made, import, modify and create derivative works of, distribute, reproduce and otherwise exploit any or all of such Assigned Technology IP for any purpose whatsoever, as if IAS were the owner thereof, without any obligation to Sybase with regard thereto. For avoidance of doubt, the rights assigned and granted to IAS in this Agreement include, by way of illustration and not limitation, the right to distribute, transmit, exhibit, broadcast and otherwise exploit Assigned Technology IP by means of any and all media and devices whether now known or devised later, in any and all markets whatsoever, as well as the right to modify and otherwise use and exploit Assigned Technology IP in any manner whatsoever.

3. OWNERSHIP OF SYBASE TECHNOLOGY IP AND RELATED MATTERS.

3.1 Ownership, Assignment and Related Matters. Sybase and IAS acknowledge and agree that their understanding and intent has been that, as between them, Sybase owns all right, title and interest in the Sybase Technology IP (except certain portions thereof included in the Assigned Technology IP). In the event and to the extent that IAS does own any interest in any Sybase Technology IP, IAS hereby assigns, conveys, sells, transfers, and delivers to Sybase all of IAS's right, title and interest therein to Sybase, and Sybase accepts such assignment. In the event that IAS currently owns any Sybase Technology IP that cannot be effectively assigned to Sybase, IAS hereby grants Sybase, and its successors and assigns, a worldwide, perpetual, fully paid-up, royalty-free, irrevocable, exclusive, fully transferable (including the right to grant sublicenses through multiple tiers of sublicensees), unrestricted right and license in and to all such Sybase Technology IP to use, sell, offer to sell, make, have made, import, modify and create derivative works of, distribute, reproduce and otherwise exploit any or all of such Sybase Technology IP for any purpose whatsoever, as if Sybase were the owner thereof, without obligation of any kind to IAS. For avoidance of doubt, the rights assigned and granted to Sybase in this Agreement include, by way of illustration and not limitation, the right to distribute, transmit, exhibit, broadcast and otherwise exploit the Assigned Sybase Technology IP by means of any and all media and devices whether now known or devised later, in any and all markets whatsoever, as well as the right to modify and otherwise use and exploit the Sybase Technology IP in any manner whatsoever.

4. LICENSE GRANTS AND RELATED MATTERS.

4.1 License to Sybase in the Licensed IAS IP. IAS grants Sybase a non-exclusive, worldwide, paid-up, royalty-free (except as set forth in this Section), perpetual (except as set forth in Section 10 ("Term and Termination")) license in the Licensed IAS IP to use, make, reproduce, modify, distribute, publicly perform, publicly display, make, have made, sell, offer to sell and import (through multiple levels of sublicensees) the Licensed IAS IP in conjunction with the development, manufacturing, licensing and other commercial exploitation of Sybase Software and the provision of related services, including inclusion as components of Sybase Software. When Sybase distributes any Licensed IAS IP as a separate stand-alone product or as a part of a

marketing bundle in which the Licensed IAS IP is a complete, separately identifiable and usable product that is substantially the same as a product marketed by IAS as a separate product (as established by the standard company price list in effect at the time of distribution) ("Sybase Distributor Sale"), then Sybase will owe IAS royalties as set forth on Exhibit C ("Distributor Sale Pricing").

4.2 License to IAS in the Licensed Sybase IP. Sybase grants IAS a non-exclusive, worldwide, paid-up, royalty-free (except as set forth in this Section), perpetual (except as set forth in Section 10 ("Term and Termination")) license in the Licensed Sybase IP to use, make, reproduce, modify, distribute, publicly perform, publicly display, make, have made, sell, offer to sell and import (through multiple levels of sublicensees) the Licensed Sybase IP in conjunction with the development, manufacturing, licensing and other commercial exploitation of IAS Software and the provision of related Services, including inclusion as components of IAS Software. When IAS distributes any Licensed Sybase IP as a separate stand-alone product or as a part of a marketing bundle in which the Licensed Sybase IP is a complete, separately identifiable and usable product that is substantially the same as a product marketed by Sybase as a separate product (as established by the standard company price list in effect at the time of distribution) ("IAS Distributor Sale"), then IAS will owe Sybase royalties as set forth on Exhibit C ("Distributor Sale Pricing").

4.3 Compliance with Policies. In exercising the licenses granted under this Agreement, each party will comply with such policies as the other may provide from time to time regard the use of the other's licensed intellectual property, and with requests for information to ensure compliance with such policies, including without limitation policies regarding trademark useage and protection. Neither party shall remove, destroy or alter any proprietary markings or legends on or in the intellectual property that it has licensed from the other without the express written consent of the other.

4.4 Third Party Rights. The license rights granted under this Agreement by each party to the other are subject to any third party rights in and restrictions as may be applicable, including any limitations as to the term of any third party right. Nothing in this Agreement shall relieve either party of its obligations with respect to license or other payments to third parties, if and to the extent applicable.

5. TAX-FREE SECTION 351 TRANSACTION.

The contribution and transfer of Assigned Technology IP by Sybase to IAS as contemplated by this Agreement is intended to constitute a tax-free exchange within the meaning of Section 351 of the Internal Revenue Code of 1986, as amended (the "Code"); and no consideration that could constitute other property within the meaning of Section 351 (b) of the Internal Revenue Code of 1986, as amended (the "Code") is being transferred by IAS. The parties shall not take a position on any tax return inconsistent with this Section.

6. REPRESENTATIONS AND WARRANTIES.

Each party hereby represents and warrants to the other that as of the Effective Date it has all requisite corporate power and authority to enter this Agreement and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of each party. This Agreement has been duly executed and delivered by each party and constitutes the valid and binding obligation of each party, enforceable in accordance with its terms.

7. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.

The rights and licenses granted under this Agreement are all provided "AS IS", without representation or warranty of any kind by either party to the other except as expressly set forth in Section 6 ("Representations and Warranties"), either express, implied or statutory, including without limitation any warranty that any of it is free of defects, merchantable, fit for a particular purpose or non-infringing. Should any transferred or licensed matter prove defective in any respect, each party assumes the cost and liability for any resulting damages, repairs, correction, or costs and expenses of any kind with regard to the rights and licenses it has acquired under this Agreement

This disclaimer of warranty constitutes a basis of the bargain set forth in and is an essential part of this Agreement, without which neither party would have entered into this Agreement.

8. CONFIDENTIALITY.

IAS acknowledges and agrees that the Licensed Sybase IP is the Confidential Information of Sybase, and Sybase acknowledges and agrees that the Licensed IAS IP is the Confidential Information of IAS. Each party shall treat the Confidential Information of the other with the same degree of care and confidentiality that it provides for similar confidential information belonging to it that it does not wish disclosed to the public, but not less than reasonable care. The Confidential Information does not include any information (i) available to the public other than by a breach of this or any other agreement; (ii) rightfully received from a Third Party not in breach of any obligation of confidentiality; (iii) independently developed without use of the Confidential Information. Either party may produce the Confidential Information in compliance with applicable law or a court order without breaching its obligations under this Section; provided, however, that it shall give the other party reasonable notice of such law or order. Nothing herein shall prevent either party from using Residual Knowledge for any purpose. The term "Residual Knowledge" means information in intangible form, which may be retained in the unaided memory of persons who have had access to the discloser's Confidential Information, including ideas, concepts, know-how or techniques contained therein.

9. LIMITATION OF LIABILITY.

IN NO EVENT SHALL EITHER PARTY, ITS SUBSIDIARIES OR ITS LICENSORS BE LIABLE FOR ANY INACCURACY OF DATA, LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR ANY

MATTER ARISING UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, AND IRRESPECTIVE OF FAULT, NEGLIGENCE OR OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. TERM AND TERMINATION.

10.1 Term. The term of the licenses granted under this Agreement commences on the Effective Date and shall continue thereafter unless terminated pursuant to this Section 10("Term and Termination").

10.2 Termination of License to IAS. The licenses granted to IAS under this Agreement shall terminate automatically, without any action by Sybase, upon the occurrence of any of the following: (1) IAS becomes a public company, (2) IAS experiences a change of ownership of fifty percent (50%) or more of the voting securities of the company, or (3) IAS otherwise experiences a change of Control of IAS. "Control" means the possession by any person or entity, directly or indirectly, of the power to direct or cause the direction of the management or policies, whether through ownership of voting securities, by contract or otherwise.

10.3 Termination for Insolvency. Either party may terminate the licenses granted to the other under this Agreement, effective immediately upon delivery of written notice to the other, upon the occurrence of any of the following: (i) the other party ceases conducting its business in the normal course; (ii) the other party makes a general assignment for the benefit of its creditors; (iii) the other party petitions, applies for, or suffers or permits with or without its consent the appointment of a custodian, receiver, trustee in bankruptcy or similar officer for all or any substantial part of its business or assets; (iv) the other party initiates any form of dissolution or liquidation, (v) the other party executes a forbearance, composition workout or similar agreement with a creditor or creditors, and action for the appointment of a receiver is filed against the other party, or (vii) the other party avails itself or becomes subject to any proceeding under the U.S. Bankruptcy Code or any similar state, federal or foreign statute relating to bankruptcy, insolvency, reorganization, receivership, arrangement, adjustment of debts, dissolution or liquidation, other than a proceeding under Chapter 11 of the U.S. Bankruptcy Code, which proceeding is not dismissed within sixty (60) days of commencement thereof.

10.4 Termination for Breach. In the event that a party (the "Breaching Party") commits any material breach or default of any of its obligations under this Agreement, the other party (the "Non-breaching Party") may give the Breaching Party written notice of such breach or default and demand that such breach or default be cured immediately. In the event that the Breaching Party fails to cure such breach or default within thirty (30) days after the date of a Non-breaching Party's written notice, such Non-breaching Party may terminate the licenses granted under this Agreement, immediately upon providing written notice of termination to the other party.

10.5 Effect of Termination; Survival. Any termination of any licenses granted under this Agreement shall not affect licenses granted to End Users prior to such termination. "End User" means a Third Party to whom Sybase distributes Sybase Software, or IAS distributes IAS Software, for the user's own use and not for further distribution. Sections 1("Definitions"),

Section 2 ("Transfer of Assigned Technology IP to IAS and Related Matters"), Section 3 ("Ownership of Sybase Technology IP and Related Matters"), Section 5 ("Tax-Free Section 351 Transaction"), Section 7 ("Disclaimer of Representations and Warranties"), Section 8 ("Confidentiality"), Section 9 ("Limitation of Liability"), Section 10.5 ("Effect of Termination; Survival") and Section 11 ("Miscellaneous") shall survive any termination of this Agreement or of any licenses granted hereunder.

11. MISCELLANEOUS.

- 11.1 **Governing Law and Dispute Resolution.** This Agreement will be governed by, and interpreted in accordance with, the laws of the State of California, U.S.A., excluding its rules on conflicts of laws. Any dispute between the parties arising from or relating to the validity, performance, interpretation or construction of this Agreement that cannot be resolved amicably will be submitted to binding arbitration, to be held in San Francisco, California, in accordance with the JAMS (Judicial Arbitration and Mediation Services), before a single arbitrator selected in accordance with JAMS rules. All such proceedings will be conducted in English. After affording the parties a reasonable opportunity to present written and testimonial evidence in support of their respective positions, the arbitrator will issue his/her decision and award, which will (i) be in writing, stating the reasons therefor; (ii) be based solely on the terms and conditions of this Agreement, as interpreted under the laws of the State of California; and (iii) will be final and binding upon the parties. The decision and award of the arbitrator in any arbitration proceeding under this Section may be enforced in any court of competent jurisdiction. Notwithstanding the provisions of this Section, Sybase will have the right to seek relief in any court of competent jurisdiction to prevent or enjoin any unauthorized use, disclosure, misappropriation or infringement of any Sybase IP or Confidential Information. Each party hereby irrevocably consents to the non-exclusive jurisdiction of the federal and state courts located in California for purposes of any such action. The remedies of the parties under this Agreement are cumulative and shall not exclude any other remedies to which the party may be lawfully entitled.
- 11.2 **Independent Contractors.** In the exercise of their respective rights, and the performance of their respective obligations under this Agreement, the parties are, and will remain, independent contractors. Nothing in this Agreement will be construed (i) to constitute the parties as principal and agent, partners, joint venturers, or otherwise as participants in a joint undertaking; or (ii) to authorize a party to enter into any contract or other binding obligation on the part of the other party. Neither party will represent to any other person, firm, corporation or other entity that it is authorized to enter into any contract or other binding obligation on behalf of the other party.
- 11.3 **Amendment.** No alteration, amendment, waiver, cancellation or any other change in any term or condition of this Agreement shall be valid or binding on either party unless mutually assented to in writing by both parties.
- 11.4 **No Waiver.** The failure of either party to give notice to the other party of the breach or nonfulfillment of any term, clause, provision or condition of this Agreement shall not

constitute a waiver thereof, nor shall the waiver of any breach or non-fulfillment of any term, clause, provision or condition of this Agreement constitute a waiver of any other breach or non-fulfillment of that or any other term, clause, provision or condition of this Agreement.

- 11.5 Severability. If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The parties agree to negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.
- 11.6 Notices. All notices, requests, demands, waivers, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given upon actual receipt, and shall be addressed to the president and the general counsel.
- 11.7 Successors and Assigns. Sybase may assign this Agreement in whole or in part without the consent of, but IAS may not assign this Agreement, in whole or in part, without the prior written consent of Sybase, which Sybase may grant or deny in its sole discretion. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, together with their respective legal representatives, successors, and permitted assigns.
- 11.8 Further Assurances. Each party hereby covenants and agrees that it shall execute and deliver such deeds and other documents as may be required to implement any of the provisions of this Agreement.
- 11.9 Entire Agreement. This Agreement, including the Attachments hereto, constitutes the entire agreement among the parties with respect to the subject matter hereof and supersede all previous and contemporaneous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter, hereof. Each party acknowledges and agrees that it does not enter into this Agreement on the basis of and does not and has not relied upon, and shall have no remedy with respect to, and representation, statement, warranty or other provision made, given or agreed to by the other party except those expressly set forth in this Agreement. No representation, condition, understanding or agreement of any kind, oral or written, shall be binding upon the parties unless incorporated herein.

11.10 Counterparts. This Agreement may be executed in counterparts or duplicate originals, both of which shall be regarded as one and the same instrument, and which shall be the official and governing version in the interpretation of this Agreement.

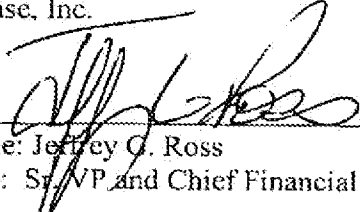
IN WITNESS WHEREOF, Sybase and IAS this Agreement as of the date first written above.

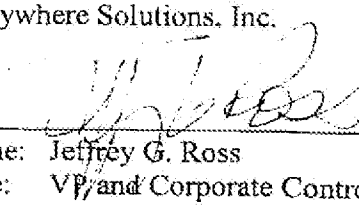
"SYBASE"

"IAS"

Sybase, Inc.

iAnywhere Solutions, Inc.

By: 
Name: Jeffrey G. Ross
Title: Sr. VP and Chief Financial Officer

By: 
Name: Jeffrey G. Ross
Title: VP and Corporate Controller



**EXHIBIT A
DESCRIPTION OF ASSIGNED TECHNOLOGY IP**

ASSIGNED TECHNOLOGIES

Includes all versions of the following software products, including all related options, and related Documentation:

Afaria
Answers Anywhere
AvantGo
Manage Anywhere Studio
M-Business Anywhere
Mobile Applications
Pylon Application Server
Pylon Desktop
RemoteWare
Replication Agent for Adaptive Server Anywhere
RFID Anywhere
Sales Anywhere for Salesforce.com Subscription Service
SQL Anywhere Server and Standalone Engine
SQL Anywhere Server Interfaces and Utilities

Including without limitation the following software components:

Kona Java VM
Sybase Central
Adaptive Server Anywhere
UltraLink
MobilLink

In addition, all software originally developed by any of the following entities (whether or not commercialized):

All technology developed by Watcom prior to Sybase's acquisition of PowerSoft
Dejima
AvantGo
XcelleNet

ASSIGNED PATENTS AND APPLICATIONS

| Patent/Application No. | Title |
|------------------------|--|
| 6,516,310 | System and Methodology for Join Enumerations in a Memory-constrained Environment |
| 6,665,664 | Prime implicates and Query Optimization in Relational |

| | |
|-------------|--|
| | Databases |
| 20040220923 | System and Methodology for Cost-Based Subquery Optimaztion Using a Left-deep Tree Join Enumeration Algorithm |
| 20050246717 | Database System with Methodology for Stored Procedures as Web Services |
| 20050203940 | Database System with Methodology for Automated Determination and Selection of Optimal Indexes |
| 20040006561 | System and Methodology for Generating Bushy Trees Using a Left-deep Tree Join Enumeration Algorithm |

ASSIGNED TRADEMARKS

Afaria
 AvantGo
 iAnywhere
 Information Anywhere
 SQL Anywhere
 XcelleNet

EXCLUDED IP (including related Documentation)

jConnect
 Uniib

EXHIBIT B
DESCRIPTION OF SYBASE SOFTWARE

“Sybase Software” includes all versions of each of the following, and all related options (except as may be licensed from Third Parties) and Documentation, excluding any Assigned Technologies incorporated therein:

DataWindow.Net
Sybase EA Server (including all options)
InfoMaker
PocketBuilder
PowerBuilder
PowerDesigner (including PowerAMC)
Software Developer Kit (SDK)
Sybase WorkSpace
Sybase Adaptive Server Enterprise
Sybase ASE Enterprise Connect Data Access
Avaki EII
Sybase MainframeConnect
Mirror Activator
Open Server
Sybase OpenSwitch
Sybase Real Time Data Services
Replication Agent for DB2
Replication Server
Sybase Risk Analytics Platform
Sybase IQ (but excluding the SQL Anywhere Server technology, interfaces and utilities)
Industry Warehouse Studio
Financial Fusion Bill Payment and Transfer Warehouse
Financial Fusion Consumer e-Finance Suite
Message Broker
Financial Fusion Server – Universal OFX
TradeForce GlobalFIX Lite
TradeForce Suite
e-Bix Impact
EC Gateway
ECMAP
ECRTP
Sybase EDI Server
HIPAA Accelerator
Unwired Orchestrator
OmniQ (Sybase Search)

The Sybase Software includes without limitation the following software components:
jConnect

Unilib

In addition, all software acquired by Sybase in conjunction with its acquisition of third party entities or assets (whether or not commercialized), excluding any acquisition of technology developed by Watcom prior to Sybase's acquisition of PowerSoft.

EXHIBIT C
DISTRIBUTOR SALE PRICING

1. For Sybase Distributor Sales pursuant to Section 4.1 ("License to Sybase in the Licensed IAS IP") of this Agreement, Sybase will pay IAS royalties as follows:
 - A) For sales within the United States territory, the amount specified in the then-current Sybase Rules of Engagement (or similar document governing inter-company payments).
 - B) For sales in Asia Pacific, a proportional percentage of the distribution transfer price received by Sybase for the distribution of all Sybase and IAS products (as those are defined on the company price lists current at the time of distribution). The proportional percentage will be based on license sales in Asia Pacific.
 - C) Any sales in other geographies will be subject to terms subsequently agreed upon between the parties.

2. For any IAS Distributor Sales pursuant to Section 4.2 ("License to IAS in the Licensed Sybase IP") of this Agreement, IAS will pay Sybase such royalties as may be subsequently agreed upon between the parties.

AMENDMENT TO INTER-COMPANY ASSIGNMENT AND LICENSE AGREEMENT

This Amendment ("Amendment") entered into as of JAN 5, 2009 ("Effective Date"), supplements and amends the terms of the INTER-COMPANY ASSIGNMENT AND LICENSE AGREEMENT dated January 1, 2006 between Sybase, Inc. ("Sybase") and iAnywhere Solutions, Inc. ("IAS") (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

Sybase and IAS agree as follows:

1. Exhibit A to the Agreement (Description of Assigned Technology IP) is hereby amended to add "IANYWHERE SOLUTIONS" to the list of Assigned Trademarks.

Except as amended above, the Agreement shall remain in full force and effect. The terms of this Amendment take precedence over any conflicting provision contained in the Agreement.

ACCEPTED and AGREED for:

SYBASE, INC.

By: 

Name: Jeffrey G. Ross

Title: CEO

IANYWHERE SOLUTIONS, INC.

By: 

Name: Jeffrey G. Ross

Title: CEO

TRADEMARK