

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/30/2010

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OT USA LLC		07/21/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Open Text Corporation
Street Address:	275 Frank Tompa Drive
City:	Waterloo, Ontario
State/Country:	CANADA
Postal Code:	N2L 0A1
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2418609	RECOSTAR

CORRESPONDENCE DATA

Fax Number: (404)527-3662
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: mlaip@mckennalong.com
 Correspondent Name: Frank S. Benjamin
 Address Line 1: 303 Peachtree St. NE
 Address Line 2: Suite 5300
 Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER: 10135.0009

DOMESTIC REPRESENTATIVE

Name: Frank S. Benjamin

900196627

**TRADEMARK
 REEL: 004579 FRAME: 0473**

CH \$40.00 2418609

Address Line 1: 303 Peachtree St. NE
Address Line 2: Suite 5300
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER: Frank S. Benjamin

Signature: /Frank S. Benjamin/

Date: 07/11/2011

Total Attachments: 11

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INTELLECTUAL PROPERTY AND ASSET TRANSFER AGREEMENT

THIS intellectual property transfer agreement (the "Agreement") effective as of dates specified between the parties listed in Schedule "A".

RECITALS:

- A. Capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to such terms in the schedules to this Agreement. For ease of reference, an index of intellectual property definitions is set out in Schedule "P".
- B. Old OTI is the owner of the *Old OTI Canadian IP* (as more particularly described on Schedule "B").
- I. Effective June 27, 2010 at 10:30 EST, Old OTI desires to contribute the Old OTI Canadian IP to VO LLC for t _____ particularly described on Schedule "B") upon and subject to the terms and conditions set forth in this Agreement.
- C. VO LLC is the owner of the *Non-Canadian VO LLC IP* (as more particularly described in Schedule "C").
- I. Effective June 27, 2010 at 11:00 EST, VO LLC desires to distribute the Non-Canadian VO LLC IP to its sole member OT USH in the amount of the _____ more particularly described in Schedule "C") upon and subject to the terms and conditions set forth in this Agreement.
- D. Vignette Australia is the owner of the *Australian IP* (as more particularly described on Schedule "D").
- I. Effective June 27, 2010 at 11:45 EST, Vignette Australia desires to sell, and OTC desires to purchase, the Australian IP for th _____ more particularly described on Schedule "D") upon and subject to the terms and conditions set forth in this Agreement.
- II. Effective June 28, 2010 at 09:00 EST, OTC desires to contribute the Australian IP to OT Ltd. for th _____ (as more particularly described on Schedule "D") upon and subject to the terms and conditions set forth in this Agreement.
- III. Effective June 28, 2010 at 09:30 EST, OT Ltd. desires to contribute the Australian IP to VO LLC, contemporaneously with VO LLC converting into Vignette Partnership, for the _____ is more particularly described on Schedule "D") upon and subject to the terms and conditions set forth in this Agreement.
- E. Connectivity Partnership is the owner of the *Connectivity IP* (as more particularly described on Schedule "E").
- I. Effective June 28, 2010 at 09:15 EST, Connectivity Partnership desires to sell, and OT Ltd. desires to purchase, the Connectivit _____ ; more

OPEN TEXT CORPORATION

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

VIGNETTE PTY LIMITED

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

OPEN TEXT CANADA LTD.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

**OPEN TEXT DOCUMENT TECHNOLOGIES
GmbH**

Per: _____
Name:
Title:

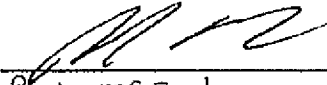
Per: _____
Name:
Title:

OPEN TEXT SOFTWARE GmbH

Per: _____
Name:
Title:

Per: _____
Name:
Title:

OT USA LLC

Per: 
Name: Paul McFeeters
Title:

Per: _____
Name:
Title:

[Signature page for Global Intellectual Property and Asset Transfer Agreement]

*Description of Group
IP:*

All existing and future intellectual property rights related to any of the products or services of OTC and its subsidiaries (such as

Captaris

without limitation:

- all inventions, improvements therefore and any patent granted by a government authority, any renewal therefore and any patent application filed with such government authority (collectively, the "**Patents**");
- all trademarks, service marks, logos, domain names, and trade names, and applications, registrations and renewals therefore (collectively, the "**Trademarks**");
- copyrightable works, including the legal right to the expression contained in any work of authorship fixed in any tangible medium of expression, and applications, registrations and renewals therefore (collectively, the "**Copyrights**");
- any business or technical information of any OTC group of companies' employee including, but not limited to, customer lists and designs, concepts, compilations of information, methods, techniques, procedures and processes, whether or not patentable, that is not generally know to other persons who are not subject to an obligation of non-disclosure and that derives actual value from not being generally know to other persons (collectively, the "**Customer Lists**");
- confidential business information (including know-how, marketing and selling knowledge, manufacturing and production processes and techniques, technical data, designs, drawings, specifications and engineering notebooks) (collectively, the "**Marketing Information**");
- all types of computer software programs, including operating systems, application programs, software tools and software embedded in equipment, and software source code (collectively, the "**Software**"); and
- industrial designs and applications therefore (collectively, the "**Industrial Designs**").

THIS AMENDED AND RESTATED AMENDING AGREEMENT (the "Agreement") is entered into the 8 day of December, 2010, with effect as of and from July 21, 2010, by and among those parties set out on Schedule "A" attached hereto.

RECITALS

WHEREAS the parties entered into an intellectual property and asset transfer agreement (the "Global IP Transfer Agreement") effective as of the dates specified between the parties therein, to effect the transfers of intellectual property referred to therein to facilitate the integration and centralization of the global intellectual property of the Open Text group of companies;

AND WHEREAS Vignette Operating, LLC converted into Vignette Partnership, LP effective June 28, 2010;

AND WHEREAS Open Text USA Holdings, Inc. migrated to Luxembourg and continued as Open Text SARL ((Luxembourg) and predecessor to Open Text SA) effective June 28, 2010 at 18:00 EST, and Open Text SARL converted into Open Text SA effective July 21, 2010;

AND WHEREAS Open Text Inc. merged into Open Text LLC effective June 27, 2010, and Open Text LLC liquidated into Open Text SARL ((Luxembourg) and predecessor to Open Text SA) effective June 30, 2010;

AND WHEREAS Hummingbird Connectivity Partnership dissolved effective July 15, 2010;

AND WHEREAS the parties entered into an amending agreement (the "July 2010 Amending Agreement"), dated July 21, 2010, to amend certain provisions of the Global IP Transfer Agreement;

AND WHEREAS the parties wish to further clarify and amend certain provisions of the Global IP Transfer Agreement and to consolidate into one amending agreement all amendments to the Global IP Transfer Agreement and now wish to revoke, rescind and repeal the July 2010 Amending Agreement, and the provisions of this Amended and Restated Amending Agreement will replace the provisions of the July 2010 Amending Agreement in its entirety;



NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of these premises, the mutual covenants and agreements herein contained, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree as follows:

1. Recital G of the Global IP Transfer Agreement is hereby deleted in its entirety and replaced with the following:

OT DT is the owner of the *OT DT IP* (as more particularly described on Schedule "G"). OT Software is the owner of the *OT Software IP* (as more particularly described on Schedule "G"). The OT DT IP and the OT Software IP are collectively referred to in this Agreement as the "*German IP*".



- (1) Effective June 30, 2010 at 07:00 EST, OT DT desires to sell and OT Software desires to purchase, the OT DT IP for : _____ n (as more particularly described on Schedule "G") upon and subject to the terms and conditions set forth in this Agreement.

- (II)  Effective June 30, 2010 at 07:15 EST, OT Software desires to sell, and OT US LLC desires to purchase, the Non-Canadian German IP for (as more particularly described on Schedule "G") and more particularly described on Schedule "G"), upon and subject to the terms and conditions set forth in this Agreement.
- (III) Effective June 30, 2010 at 7:15 EST, OT Software desires to sell, and OTC desires to purchase, the Canadian German IP for (as more particularly described on Schedule "G") upon and subject to the terms and conditions set forth in this Agreement.
- (IV)  Effective June 30, 2010 at 07:30 EST, OT US LLC desires to distribute the Non-Canadian German IP, (as more particularly described on Schedule "G") and the (as more particularly described on Schedule "G") to OTC upon and subject to the terms and conditions set forth in this Agreement.

2. Recital J of the Global IP Transfer Agreement is hereby deleted in its entirety and replaced with the following:

OT Austria is the owner of the *Austrian IP* (as more particularly described on Schedule "J").

- (I) Effective at 07:30 EST on the Lux Conversion Date, OT Austria desires to distribute the Austrian IP to its sole shareholder OT Software (as more particularly described on Schedule "J") upon and subject to the terms and conditions set forth in this Agreement.
- (II) Effective at 08:00 EST on the Lux Conversion Date, OT Software desires to sell, and OTC desires to purchase, (as more particularly described on Schedule "J") upon and subject to the terms and conditions set forth in this Agreement.

3. Recital K-1 is hereby inserted into the Global IP Transfer Agreement as follows:

Nstein Canada is the owner of the *Nstein Canada IP* (as more particularly described on Schedule "K-1").

- (I) Effective at 08:31 EST on the Lux Conversion Date, Nstein Canada desires to contribute the Nstein Canada IP to OT Ltd. (as more particularly described on Schedule "K-1") upon and subject to the terms and conditions set forth in this Agreement.
- (II) Effective at 08:32 EST on the Lux Conversion Date, OT Ltd. desires to contribute the Nstein Canada IP to Vignette Partnership (as more particularly described on Schedule "K-1") upon and subject to the terms and conditions set forth in this Agreement.
- (III) Effective at 08:33 EST on the Lux Conversion Date, Vignette Partnership desires to sell, and OT Luxembourg desires to purchase, the Non-Canadian Nstein Canada IP (as more particularly described on Schedule "K-1")

Consideration (as more particularly described on Schedule "K-1") upon and subject to the terms and conditions set forth in this Agreement.

- (IV) Effective at 08:34 EST on the Lux Conversion Date, Vignette Partnership desires to sell, and OT ULC desires to purchase, the Canadian Nstein Canada IP (as more particularly described on Schedule "K-1") (as more particularly described on Schedule "K-1") upon and subject to the terms and conditions set forth in this Agreement.

4. Recital M (I) and (II) of the Global IP Transfer Agreement are hereby amended by the deletion of July 15, 2010 at 09:00 EST and replacement with July 21, 2010 at 12:00 EST, and the deletion of July 15, 2010 at 09:15 EST and replacement with July 21, 2010 at 12:15 EST, respectively.

5. Section 6 of the Global IP Transfer Agreement is hereby deleted in its entirety and replaced with the following:

German IP Transactions

(a) OT DT hereby sells to OT Software, and OT Software hereby purchases from OT DT, the OT DT IP effective June 30, 2010 at 07:00 EST, particularly described in Schedule "G"),

OT DT (as Transferor) represents and warrants to OT Software (as Transferee) the Transferor Representations and OT Software (as Transferee) represents and warrants to OT DT (as Transferor) the Transferee Representations.

(b) OT Software hereby sells to OT US LLC, and OT US LLC hereby purchases from OT Software, the Non-Canadian German IP effective June 30, 2010 at 07:15 EST for a particularly described in Schedule "G"),

OT US LLC (as Transferor) represents and warrants to OT Software (as Transferee) the Transferor Representations and OT Software (as Transferee) represents and warrants to OT US LLC (as Transferor) the Transferee Representations.

(c) OT Software hereby sells to OTC, and OTC hereby purchases from OT Software, the Canadian German IP effective June 30, 2010 at 7:15 EST, as more particularly described on Schedule "G"), which purchase price shall be satisfied in full by the Step 62 Loan Consideration. OT Software (as Transferor) represents and warrants to OTC (as Transferee) the Transferor Representations and OTC (as Transferee) represents and warrants to OT Software (as Transferor) the Transferee Representations.

(d) OT US LLC hereby confirms the distribution of the Non-Canadian German IP, the Step effective June 30, 2010 at 07:30 EST to its sole member OTC. OT US LLC (as Transferor) represents and warrants to OTC (as Transferee) the Transferor Representations and OTC (as Transferee) represents and warrants to OT US LLC (as Transferor) the Transferee Representations.

(d) Vignette Partnership hereby sells to OT ULC, and OT ULC hereby purchases from Vignette Partnership, the Canadian Nstein Canada IP effective at 08:34 EST on the Lux Conversion Date 1 (as more particularly described in Schedule "K-1"), Vignette Partnership (as Transferor) represents and warrants to OT ULC (as Transferee) the Transferor Representations and OT ULC (as Transferee) represents and warrants to Vignette Partnership (as Transferor) the Transferee Representations.

8. Section 12 (a) and (b) of the Global IP Transfer Agreement are hereby amended by the deletion of July 15, 2010 at 09:00 EST and replacement with July 21, 2010 at 12:00 EST, and the deletion of July 15, 2010 at 09:15 EST and replacement with July 21, 2010 at 12:15 EST, respectively.
9. Schedule "A" of the Global IP Transfer Agreement is hereby deleted in its entirety and replaced with the following:

**SCHEDULE "A"
PARTIES TO AGREEMENT**

Open Text Inc. (IL)*	("Old OTI")
Vignette Operating, LLC*	("VO LLC")
Open Text USA Holdings, Inc.*	("OT USH")
Vignette Pty Limited	("Vignette Australia")
Open Text Corporation	("OTC")
Open Text Canada Ltd.	("OT Ltd.")
Hummingbird Connectivity Partnership*	("Connectivity Partnership")
Vignette Partnership, LP	("Vignette Partnership")
Open Text ULC	("OT ULC")
Open Text Document Technologies GmbH	("OT DT")
Open Text Software GmbH	("OT Software")
OT USA LLC	("OT US LLC")
Open Text AG	("OT Switzerland")
Hummingbird France SAS	("HB France")
Open Text Software Austria GmbH	("OT Austria")
Open Text UK Ltd.	("OT UK")
Nstein Technologies Inc.	("Nstein Canada")
Nstein Technologies Europe Limited	("Nstein Europe")
Open Text SARL* (which becomes Open Text SA upon the conversion referred to in Section 23 of the Global IP Transfer Agreement)	("OT Luxembourg")

*Refer to recitals for status of entity

13. Schedule "G" of the Global IP Transfer Agreement is hereby deleted in its entirety and replaced with the following:



**SCHEDULE "G"
GERMAN IP**

Description of Non-Canadian German IP:

Any and all German IP anywhere in the world other than in Canada

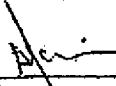
Description of Canadian German IP:

German IP other than Non-Canadian German IP

e

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

OPEN TEXT CORPORATION

Per: 
Name: Gordon Davies
Title: Chief Legal Officer & Corporate Secretary


Per: _____
Name: _____
Title: _____

VIGNETTE PTY LIMITED

Per: 
Name: Gordon Davies
Title: Director

Per: _____
Name: _____
Title: _____

OPEN TEXT CANADA LTD.

Per: 
Name: Gordon Davies
Title: Director

Per: _____
Name: _____
Title: _____

OT USA LLC

Per: *Shackleton*
Name: John Shackleton
Title:

Per: _____
Name: _____
Title: _____

OPEN TEXT AG

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

HUMMINGBIRD FRANCE SAS

Per: *[Signature]*
Name: Gordon Davies
Title: Director

Per: _____
Name: _____
Title: _____

OPEN TEXT SOFTWARE AUSTRIA GmbH

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____