

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/01/2010		
<b>CONVEYING PARTY DATA</b>			
	Name	Formerly	Execution Date
	Open Text Corporation		07/21/2010
			Entity Type
			CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
Name:	Vignette Partnership, LP		
Street Address:	2711 Centerville Road		
Internal Address:	Suite 400		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
	Property Type	Number	Word Mark
	Registration Number:	2418609	RECOSTAR
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(404)527-3662		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		
NAME OF SUBMITTER:	Frank S. Benjamin		
Signature:	/Frank S. Benjamin/		

CH \$40.00 2418609

Date:

07/11/2011

**Total Attachments: 8**

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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 the amount of the *Old OTI Canadian IP* (as more 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 *Non-Canadian VO LLC IP* (as 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 the amount of the *Australian IP* (as 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 the amount of the *Australian IP* (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 amount of the *Australian IP* (as 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 *Connectivity IP* (as more particularly described on Schedule "E") upon and subject to the terms and conditions set forth in this Agreement.

H. OT Switzerland is the owner of the *Swiss IP* (as more particularly described on Schedule "H").

 I. Effective at 07:00 EST on the earlier of (i) July 1, 2010, and (ii) the effective date of the conversion of Open Text SARL into Open Text SA (such date, the "Lux Conversion Date"), OT Switzerland desires to sell, and OTC desires to purchase, the Swiss IP for the

- J. 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 in the :  
(as more particularly described in Schedule "J") upon and subject to the terms and conditions set forth in this Agreement.
  - II. Effective at 07:45 EST on the Lux Conversion Date, OT Software desires to transfer the Austrian IP to OT US LLC as p..... of the C. ....  
(as more particularly described in Schedule "G") it ..  
as more particularly described in Schedule "J") upon and subject to the terms and conditions set forth in this Agreement.
  - III. Effective at 08:00 EST on the Lux Conversion Date, OT US LLC desires to distribute the Austrian IP to its sole member OTC .. ..  
pon and subject to the terms and conditions set forth in this Agreement.
- K. OT UK is the owner of the *OT UK IP* (as more particularly described on Schedule "K"). Nstein Europe is the owner of the *Nstein Europe IP* (as more particularly described on Schedule "K"). The OT UK IP and the Nstein Europe IP are collective referred to in this Agreement as the "*UK IP*".
- I. Effective at 08:15 EST on the Lux Conversion Date, OT UK desires to sell, and OTC desires to purchase, the OT .. .. more particularly described on Schedule "K") upon and subject to the terms and conditions set forth in this Agreement.
  - II. Effective at 08:30 EST on the Lux Conversion Date, Nstein Europe desires to sell, and OTC desires to purchase, the Nste... .. more particularly described on Schedule "K") upon and subject to the terms and conditions set forth in this Agreement.
- L. Upon the completion of the transactions described in recitals G, H, I, J and K, OTC will be the owner of the Austrian IP, the French IP, the German IP, the Swiss IP, the UK IP and the *OTC Non-Software IP* (as more particularly described in Schedule "F") (collectively, the "*OTC IP*").
- I.  Effective at 08:45 EST on the Lux Conversion Date, OTC desires to contribute the OTC IP to Vignette Partnership for the .. .. (as more particularly described on Schedule "L") upon and subject to the terms and conditions set forth in this Agreement.
- M. Upon the completion of the transactions described in recitals B, D, E and L, Vignette Partnership will be owner of the Australian IP, the Connectivity IP and the OTC IP (collectively, the "*Global IP*") and the Old OTI Canadian IP.
- I. Effective July 15, 2010 at 09:00 EST, Vignette Partnership desires to sell, and OT Luxembourg desires to purchase, the Non-Canadian Global IP (as more particularly described in Schedule "M") .. .. re particularly

Amount. OT US LLC (as Transferor) represents and warrants to OTC (as Transferee) the Transferor Representations. OTC hereby confirms receipt of the Austrian IP from OT US LLC.

10. UK IP Transactions

- (a) OT UK hereby sells to OTC, and OTC hereby purchases from OT UK, the OT UK IP effective at 08:15 EST on the Lux Conversion Date for a purchase price equal to the OT UK IP Amount (as more particularly described in Schedule "K"), which purchase price shall be satisfied in full by the Step 94A Loan Consideration. OT UK (as Transferor) represents and warrants to OTC (as Transferee) the Transferor Representations and OTC (as Transferee) represents and warrants to OT UK (as Transferor) the Transferee Representations.
- (b) Nstein Europe hereby sells to OTC, and OTC hereby purchases from Nstein Europe, the Nstein Europe IP effective at 08:30 EST on the Lux Conversion Date for a purchase price equal to the Nstein Europe IP Amount (as more particularly described in Schedule "K"), which purchase price shall be satisfied in full by the Step 94B Loan Consideration. Nstein Europe (as Transferor) represents and warrants to OTC (as Transferee) the Transferor Representations and OTC (as Transferee) represents and warrants to Nstein Europe (as Transferor) the Transferee Representations.



11. OTC IP Transaction

OTC hereby contributes the OTC IP to Vignette Partnership effective at 08:45 EST on the Lux Conversion Date. Vignette Partnership shall issue to OTC in consideration of the contribution of the OTC IP by OTC to Vignette Partnership.

OTC (as Transferor) represents and warrants to Vignette Partnership (as Transferee) the Transferor Representations and Vignette Partnership (as Transferee) represents and warrants to OTC (as Transferor) the Transferee Representations.

12. Global IP Transactions

- (a) Vignette Partnership hereby sells to OT Luxembourg, and OT Luxembourg hereby purchases from Vignette Partnership, the Non-Canadian Global IP effective July 15, 2010 at 09:00 EST particularly described in Schedule "M"), Vignette Partnership (as Transferor) represents and warrants to OT Luxembourg (as Transferee) the Transferor Representations and OT Luxembourg (as Transferee) represents and warrants to Vignette Partnership (as Transferor) the Transferee Representations.
- (b) Vignette Partnership hereby contributes the Canadian Global IP to OT ULC effective July 15, 2010 at 09:15 EST. OT ULC shall issue to Vignette Partnership in consideration of the contribution of the Canadian Global IP by Vignette Partnership to OT ULC. 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.

**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: \_\_\_\_\_

**HUMMINGBIRD CONNECTIVITY  
PARTNERSHIP, by its partners**

**OPEN TEXT CORPORATION**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HUMMINGBIRD CANADA LTD.**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**VIGNETTE PARTNERSHIP, LP, by its general  
partner OPEN TEXT CANADA LTD.**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**OPEN TEXT ULC**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
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**").

**SCHEDULE "F"  
OTC SOFTWARE**

*Description of OTC IP:* Any and all Group IP owned by OTC anywhere in the world

*Description of OTC Software:* Canadian rights to all Software and Patents owned by OTC and all Copyrights, Marketing Information (excluding marketing and selling knowledge) and Trademarks related to such Software

*Description of OTC Non-Software IP:* OTC IP excluding OTC Software

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