

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/21/2010

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vignette Partnership, LP		07/21/2010	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Open Text SA
Street Address:	26, Boulevard Royal
City:	L-2449
State/Country:	LUXEMBOURG
Entity Type:	Public limited liability company: LUXEMBOURG

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
 Address Line 1: 303 Peachtree St. NE

900196630

**TRADEMARK
 REEL: 004579 FRAME: 0523**

CH \$40.00 2418609

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: 12

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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 the 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 (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

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, more 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.

**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

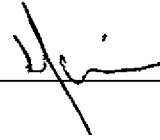
Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

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

OPEN TEXT UK LTD.

Per: _____
Name: _____
Title: _____



Per: _____
Name: _____
Title: _____

NSTEIN TECHNOLOGIES EUROPE LIMITED

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

OPEN TEXT SARL

Per: _____
Name: _____
Title: _____



Per: _____
Name: _____
Title: _____

*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 1

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.

(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

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

SCHEDULE "M"
GLOBAL IP

*Description of Non-
Canadian Global IP:*

Global IP anywhere in the world other than in Canada

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

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

Per: _____
Name: _____
Title: _____

OPEN TEXT ULC

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

Per: _____
Name: _____
Title: _____

OPEN TEXT DOCUMENT TECHNOLOGIES GmbH

Per: [Signature]
Name: WALTER WÜHLER
Title: MANAGING DIRECTOR

Per: _____
Name: _____
Title: _____

OPEN TEXT SOFTWARE GmbH

Per: [Signature]
Name: WALTER WÜHLER
Title: MANAGING DIRECTOR

Per: _____
Name: _____
Title: _____

OPEN TEXT UK LTD.

Per: _____
Name: Gordon Davies
Title: Director

Per: _____
Name: _____
Title: _____

INSTEIN TECHNOLOGIES EUROPE LIMITED

Per: _____
Name: Christopher Ward
Title: Director

Per: _____
Name: _____
Title: _____

OPEN TEXT SA

Per: _____
Name: Gordon Davies
Title: Director

Per: _____
Name: _____
Title: _____

OPEN TEXT SARL

(anc. Open Text USA Holdings Inc.)
société à responsabilité limitée
Registered office: 26, boulevard Royal
L-2449 Luxembourg
Grand Duchy of Luxembourg
Share Capital: USD 241,884,315
R.C.S. Luxembourg: Pending

ASSEMBLEE GENERALE EXTRAORDINAIRE DU 21 JUILLET 2010
N°

In the year two thousand and ten, the twenty-first day of July, before us, Maître Joseph Elvinger, notary residing in Luxembourg, Grand Duchy of Luxembourg,

THERE APPEARED:

for an extraordinary general meeting (the **Meeting**) of the sole shareholder of **Open Text SARL** (formerly known as Open Text USA Holdings Inc.), a private limited liability company (*société à responsabilité limitée*), having its registered office at 26, boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, in process of registration with the Luxembourg Register of Commerce and Companies, incorporated pursuant to the laws of the State of Delaware, United States of America and whose registered office, principal establishment and central administration has been transferred from the State of Delaware, United States of America to the Grand Duchy of Luxembourg, with full corporate and legal continuance, pursuant to a deed of Maître Joseph Elvinger, notary residing in Luxembourg, Grand Duchy of Luxembourg, dated June 29, 2010, not yet published in the *Mémorial C, Recueil des Sociétés et Associations* (the **Company**),

Open Text ULC, an unlimited liability company incorporated and organized under the laws of the States of Nova Scotia, Canada, having its registered office at Suite 900, 1959 Upper Water Street, Halifax, NS, Canada, B3J 2X2, registered with the Registry of Joint Stock Companies of Nova Scotia under registry identification number 3245809 (the **Sole Shareholder**),

hereby represented by Nadia TBATOU, *Avocat à la Cour*, residing in Luxembourg, by virtue of a proxy given under private seal,

such proxy, after having been signed *ne varietur* by the proxyholder acting on behalf of the appearing party and the undersigned notary, shall remain attached to the present deed to be filed with such deed with the registration authorities.



The Sole Shareholder has requested the undersigned notary to record the following:

- I. that the Sole Shareholder holds all the shares representing the share capital of the Company.
- II. that the agenda of the Meeting is worded as follows:
 1. waiver of the convening formalities;
 2. decision to change the legal form of the Company from that of a Luxembourg private limited liability company (*société à responsabilité limitée*) into a Luxembourg public limited liability company (*société anonyme*);
 3. decision to change the name of the Company from Open Text SARL to Open Text SA and subsequent amendment of article 1 of the articles of association of the Company (*the Articles*) which shall read as follows:

"The name of the company is "Open Text S.A." (the Company). The Company is a public limited liability company (société anonyme) governed by the laws of the Grand Duchy of Luxembourg and, in particular, the law of August 10, 1915, on commercial companies, as amended (the Law), and these articles of association (the Articles)."

4. decision to change the corporate object of the Company and subsequent amendment of article 3 of the Articles which shall read as follows:

"3.1 The primary purpose of the Company is the acquisition and management of a portfolio of patents or other intellectual property rights of any nature or origin as well as providing certain operational support to the Open Text group of companies. The Company may further acquire participations, in Luxembourg or abroad, in any companies or enterprises in any form whatsoever and the management of such participations. The Company may in particular acquire by subscription, purchase and exchange or in any other manner any stock, shares and other participation securities, bonds, debentures, certificates of deposit and other debt instruments and more generally, any securities and financial instruments issued by any public or private entity. It may participate in the creation, development, management and control of any company or enterprise.

3.2 The Company may borrow in any form. It may issue notes, bonds and any kind of debt and equity securities. The Company may lend funds including, without limitation, the proceeds of any borrowings, to its subsidiaries, affiliated companies and any other companies. The Company may also give guarantees and pledge, transfer, encumber or otherwise create and grant security over all or some of its assets to guarantee its own obligations and those of any other company, and,