

## TRADEMARK ASSIGNMENT

Electronic 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
Open Text, LLC		06/30/2010	LIMITED LIABILITY COMPANY: 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:	3052665	REDDOT	
CORRESPONDENCE DATA			
Fax Number:	(404)527-3662		
Email:	mlaip@mckennalong.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Alison E. Musto		
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:	Alison E. Musto		
Address Line 1:	303 Peachtree St. NE		
Address Line 2:	Suite 5300		

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Alison E. Musto
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Signature:	/aem/
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Date:	01/30/2012
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Total Attachments: 2

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## TRANSFER AND ASSIGNMENT AGREEMENT

THIS TRANSFER AND ASSIGNMENT AGREEMENT (this "Agreement"), is made and entered into as of June 30, 2010, by and between OPEN TEXT, LLC, a Delaware limited liability company ("Transferor"), and OPEN TEXT SA ("Transferee").

### RECITALS:

WHEREAS, Transferor desires to transfer and assign to Transferee, and Transferee desires to accept and assume, all of Transferor's assets (the "Open Text, LLC Assets")

NOW THEREFORE, for and in consideration of the premises and the covenants and agreements set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Transfer and Assignment of the Assets. Transferor hereby unconditionally transfers, assigns, sells, conveys and grants to Transferee, and Transferee hereby accepts and acquires from Transferor, all right, title and interest in and to the Open Text, LLC Assets. The parties hereto expressly acknowledge and agree that the foregoing transfer and assignment by Transferor to Transferee is a present and absolute conveyance of such rights and interests in the Open Text, LLC Assets. The parties hereto further acknowledge and agree that, upon the execution of this Agreement, Transferee shall be the sole owner of, and Transferor shall have no further right to or interest in, the Open Text, LLC Assets.

2. Future Cooperation on Subsequent Documents. The parties agree to cooperate from and after the date hereof with respect to the matters described in this Agreement, and each agrees to execute such further assignments, amendments, releases or other documents reasonably requested for the purpose of giving effect to, evidencing or giving notice of the transactions described herein.

3. Modification and Waiver. No supplement, modification, waiver or termination of this Agreement or any of the provisions hereof shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, successors-in-title, legal representatives and assigns.

5. Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without giving effect to principles of conflicts of laws.

6. Severability of Provisions. If any provision of this Agreement, or the application of such provision to any person or circumstance, is invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected by such invalidity or unenforceability, and the parties hereto expressly authorize any court of competent jurisdiction to modify any such provision in order that such provision shall be enforced by such court to the fullest extent permitted by applicable law.

7. Counterparts. This Agreement may be executed in original or by facsimile in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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REEL: 004707 FRAME: 0399

IN WITNESS WHEREOF, the parties have hereunto duly executed this Transfer and Assignment Agreement effective as of the date first above written.

**OPEN TEXT, LLC:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**OPEN TEXT SA:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page To Transfer And Assignment Agreement (Open Text, LLC → Open Text SA)]*