

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Progress Software Corporation		09/07/2012	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Red Hat, Inc.		
Street Address:	1801 Varsity Dr.		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85103220	FUSESOURCE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	pchestek@redhat.com		
Correspondent Name:	Pamela S. Chestek		
Address Line 1:	1801 Varsity Dr.		
Address Line 4:	Raleigh, NORTH CAROLINA 27606		
NAME OF SUBMITTER:	Pamela S. Chestek		
Signature:	/Pamela S. Chestek/		
Date:	09/17/2012		
Total Attachments: 7 source=Progress Software Assignment [FUSESOURCE]#page1.tif			

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
PROGRESS SOFTWARE CORPORATION**

This Intellectual Property Assignment Agreement (this "Agreement"), effective as of September 7, 2012, is entered into by and between Red Hat, Inc., a Delaware corporation ("Buyer") and Progress Software Corporation, a Massachusetts corporation ("Seller").

WHEREAS, Buyer and Seller, together with certain Affiliates of Seller, have entered into a certain Asset Purchase Agreement dated as of June 27, 2012 (the "Purchase Agreement"), pursuant to which, among other things, Seller has agreed to assign all of its rights, title and interests in the Assigned Intellectual Property.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used but not defined in this Agreement have the meanings set forth in the Purchase Agreement.
2. Assignment of Assigned Intellectual Property. Seller hereby sells, assigns, transfers and conveys to Buyer all of Seller's right, title and interest in and to the Assigned Intellectual Property, including without limitation the Assigned Intellectual Property set forth on Attachment A hereto.
3. Assignment of Assigned Domain Names. Seller hereby sells, assigns, transfers and conveys to Buyer all of Seller's right, title and interest in and to the Assigned Domain Names, including without limitation the Assigned Domain Names set forth on Attachment B hereto.
4. Further Assurances Regarding Assigned Domain Names. Seller shall timely execute, or cause to be executed, any and all papers and/or documents that may be reasonably necessary to effectuate the assignment, transfer or enforcement of the Assigned Domain Names. Seller shall release and transfer possession and control of the Assigned Domain Names to Buyer so that Buyer may initiate the transfer with the current registrar of each Assigned Domain Name, and Seller shall perform, follow or cooperate with Buyer on all procedures and actions reasonably requested by Buyer and each registrar. Seller hereby authorizes each such registrar to transfer the ownership and control of the Assigned Domain Names to Buyer.
5. Assignment of Trademarks. Seller hereby sells, assigns, transfers and conveys to Buyer all of Seller's right, title and interest in and to the Assigned Intellectual Property constituting Trademarks, including without limitation the Trademarks set forth on Attachment C hereto, and all goodwill associated with all of the foregoing (the "Assigned Trademarks").
6. Further Assurances Regarding Assigned Trademarks. Seller does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Assigned Trademarks and

title thereto as the property of Buyer, its successors, assigns or legal representatives in accordance with the terms of this instrument.

7. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

8. Further Assurances Generally. From time to time, as and when requested by Buyer, Seller shall (and shall cause its affiliates to), for no additional consideration, execute and deliver, or cause to be executed and delivered, all such documents and instruments and take, or cause to be taken, all such further actions, as are reasonably necessary or desirable to carry out the provisions hereof and give effect to the transactions contemplated hereby, including executing, acknowledging and delivering any assignments, transfers, consents, assumptions and other documents and instruments and taking such other actions as may reasonably be requested to more effectively assign, transfer, convey and deliver to the Buyer and its successors and assigns the Assigned Intellectual Property. Notwithstanding the foregoing, Seller and Buyer shall cooperate, to the maximum extent permitted by law (but excluding any obligation of Buyer to offer or pay any consideration therefor except to the extent provided in the Purchase Agreement, if any), with each other in any legal and reasonable arrangement designed to provide any claim, right or benefit arising under or resulting from the Assigned Intellectual Property to Buyer and its successors and assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Buyer and the successors and assigns of Seller.

9. Governing Law. All matters arising from or relating to this Agreement and the transactions contemplated hereby (including its interpretation, construction, performance and enforcement) shall be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdictions other than those of the State of Delaware.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic transmission (including email).

[Remainder of Page Intentionally Left Blank]

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

BUYER

RED HAT, INC.

By: Charles E. Peters, Jr.

Name: Charles E. Peters, Jr.

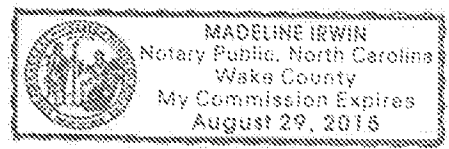
Title: EVP & CFO

STATE OF NORTH CAROLINA)
) ss.
COUNTY OF WAKE)

On this 10th day of September, 2012 before me, the undersigned notary public, personally appeared Charles E. Peters, Jr., proved to me through satisfactory evidence of identification, which were US. Passport, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as an officer of each of the above-listed entities with the respective titles set forth above).

Madeline Irwin
(official signature and seal of notary)

My commission expires:



[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SELLER

PROGRESS SOFTWARE CORPORATION

By: Steph Folan

Name: Steph Folan

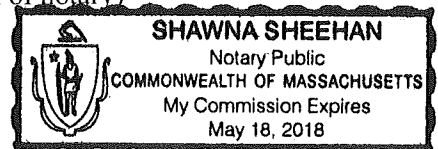
Title: Assistant Secretary

STATE OF Massachusetts)
COUNTY OF Middlesex) ss.

On this 7th day of September, 2012 before me, the undersigned notary public, personally appeared Steph Folan, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as an officer of each of the above-listed entities with the respective titles set forth above).

Shawna Sheehan
(official signature and seal of notary)

My commission expires:



ATTACHMENT A
ASSIGNED INTELLECTUAL PROPERTY

All Intellectual Property related to all versions of the following Software and all related Documentation, whether such versions are in development, active, current, mature, retired, or otherwise:

- Fuse ESB
- Fuse ESB Enterprise
- Fuse Message Broker
- Fuse MQ Enterprise
- Fuse Mediation Router
- Fuse Services Framework
- Fuse IDE
- Fuse HQ
- Fuse Management Console
- Fuse Fabric/Fuse 7
- Scalate 1.5.3
- Scala Template Engine

All Intellectual Property related to the following service offerings, including all related Software and Documentation:

- Fuse Enterprise Subscriptions
- Fuse Professional Services datasheet
- Fuse Proof-of-Concept Workshop
- Fuse Architecture Workshop
- Fuse Architecture Assessment
- Fuse Performance, Scalability & HA WS
- Fuse Go-Live Workshop

All Intellectual Property related to FUSE Forge, Scalate.org and related projects, including all related Software and Documentation

ATTACHMENT B
ASSIGNED DOMAIN NAMES

Domain	Expiration	Registrar
Fusesource.com	6/26/2013	PSI-USA, Inc.
Fusesource.xxx	12/6/2012	PSI-USA, Inc.
Camelone.com	11/19/2013	GoDaddy.com, LLC
Camelone.info	11/19/2013	GoDaddy.com, LLC
Camelone.net	11/19/2013	GoDaddy.com, LLC
Camelone.org	11/19/2013	GoDaddy.com, LLC
Scalate.org	12/14/2012	GoDaddy.com, LLC

ATTACHMENT C
ASSIGNED TRADEMARKS

Trademark	Country	Application/Registration #:
FUSESOURCE	United States of America	85/103,220