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## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	11/01/2010	

# CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Micro Focus (IP) Limited		101/24/2013 1	Limited Company: UNITED KINGDOM

## **RECEIVING PARTY DATA**

Name:	Micro Focus IP Development Limited	
Street Address:	Old Bath Road	
City:	Newbury, Berkshire	
State/Country:	UNITED KINGDOM	
Postal Code:	RG14 1QN	
Entity Type:	Limited Company: UNITED KINGDOM	

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Serial Number:	78655175	ANIMATOR
Serial Number:	75363371	BOUNDSCHECKER
Serial Number:	74020066	COBOL WORKBENCH
Serial Number:	78626314	DEVPARTNER
Serial Number:	78574242	DEVPARTNER FAULT SIMULATOR
Serial Number:	78559892	DEVPARTNER SECURITYCHECKER
Serial Number:	76345198	DEVPARTNERDB
Serial Number:	78705623	ENTERPRISELINK
Serial Number:	75463063	MAINFRAME EXPRESS
Serial Number:	73580086	MICRO FOCUS
Serial Number:	77530010	MICRO FOCUS DATA EXPRESS
Serial Number:	75652089	NET EXPRESS
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Serial Number:	75468262	NETEXPRESS
Serial Number:	78947005	OPTIMAL TRACE
Serial Number:	76571578	OPTIMALADVISOR
Serial Number:	74690012	QACENTER
Serial Number:	76551268	QADIRECTOR
Serial Number:	75274068	QALOAD
Serial Number:	74651323	QARUN
Serial Number:	78740023	QUALITY MATURITY MODEL
Serial Number:	75558989	QUALITYPOINT
Serial Number:	76186173	RECONCILE
Serial Number:	74288492	REVOLVE
Serial Number:	75363372	SOFTICE
Serial Number:	76195082	TRACKRECORD
Serial Number:	77568281	VISUAL COBOL
Serial Number:	74262290	XDB
Serial Number:	73808455	VISUAL

#### **CORRESPONDENCE DATA**

**Fax Number**: 2027995000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 2027994000

Email: alberto.zacapa@dlapiper.com

Correspondent Name: Ryan C. Compton
Address Line 1: 500 Eighth Street, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER: 344232-000012

### DOMESTIC REPRESENTATIVE

Name:

Address Line 1: Address Line 2: Address Line 3: Address Line 4:

NAME OF SUBMITTER:	Ryan C. Compton
Signature:	/Ryan C. Compton/
Date:	01/24/2013
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TRADEMARK ASSIGNMENT

This Trademark Assignment is made on January 24<sup>th</sup>, 2013 by and between **Micro Focus (IP)** 

Limited, a limited company organized under the laws of the United Kingdom (hereinafter "Assignor"), and

Micro Focus IP Development Limited, a limited company organized under the laws of the United

Kingdom, with its principal place of business at Old Bath Road, Newbury, Berkshire, RG14 1QN, United

Kingdom (hereinafter "Assignee").

WHEREAS, the Assignor is the owner of all right, title and interest in and to the Trademarks listed

on the attached Schedule A (hereinafter "the Marks"); and

WHEREAS, Assignor is desirous of assigning, and Assignee is desirous of obtaining, all right, title

and interest in and to the Marks.

WHEREAS, effective as of November 1, 2010, Assignor assigned all right, title and interest in

and to the Marks, together with the goodwill of the business symbolized by the Marks, to Micro

Focus IP Development Limited, a limited company organized under the laws of the United

Kingdom, but a formal written assignment was not executed in a recordable form; and

WHEREAS, the parties now wish to confirm the actual and legal transfer of the Marks from

Assignor to Assignee.

NOW, THEREFORE, for good and valuable consideration previously paid, the sufficiency and

receipt of which are hereby acknowledged, it is confirmed that effective as of **November 1, 2010** Assignor

did assign, transfer and convey, and hereby <u>nunc</u> <u>pro</u> <u>tunc</u> assigns, transfers and conveys, unto

Assignee, all right, title and interest in and to the Marks, together with the goodwill of the business

symbolized by the Marks, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as

fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had

not been made; together with all claims for damages by reason of past infringement by the Marks, with

the right to sue for, and collect the same for its own use and on behalf of its own successors, assigns, or

other legal representatives.

[Signature page follows]

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its duly authorized representatives on the day and year first above written.

ASSIGNOR: Micro Focus (IP) Limited	
By:	
Name: Graham Norton	
Title: Director	
ASSIGNEE: Micro Focus IP Development Limited	
By:	
Name: Stuart McGill	_
Title: Director	

# Schedule A

# <u>Trademarks</u>

Trademark	Ser./Reg. No.
	SN:78-655175
ANIMATOR	
DOLINDOOLIEOVED	RN:3,109,203
BOUNDSCHECKER	SN:75-363371
	RN:2,184,139
COBOL WORKBENCH	SN:74-020066
	RN:1,692,496
DEVPARTNER	SN:78-626314
	RN:3,050,869
DEVPARTNER FAULT	SN:78-574242
SIMULATOR	RN:3,050,839
DEVPARTNER	SN:78-559892
SECURITYCHECKER	RN:3,050,811
DEVPARTNERDB	SN:76-345198
	RN:2,615,285
ENTERPRISELINK	SN:78-705623
	RN:3,145,009
MAINFRAME EXPRESS	SN:75-463063
	RN:2,404,568
MICRO FOCUS	SN:73-580086
101101101000	RN:1,461,698
MICRO FOCUS DATA	SN:77-530010
EXPRESS	011.77 000010
MICRO FOCUS SERVER	SN:79-029953
(Stylized)	RN:3,431,390
MICRO FOCUS SERVER	
MICRO FOCUS STUDIO	SN:79-029952
(Stylized)	RN:3,431,389
MICRO FOCUS STUDIO	1 11 11.0, 10 1,000
NET EXPRESS	ON 75 050000
NET EXPRESS	SN:75-652089
NETEVEDEGG	RN:2,548,733
NETEXPRESS	SN:75-468262
	RN:2,280,944
OPTIMAL TRACE	SN:78-947005
	RN:3,264,766
OPTIMALADVISOR	SN:76-571578
	RN:2,961,853
QACENTER	SN:74-690012
	RN:2,272,500
QADIRECTOR	SN:76-551268
	RN:3,006,952
QALOAD	SN:75-274068
	RN:2,167,333
QARUN	SN:74-651323
	RN:2,070,353
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Trademark	Ser./Reg. No.
QUALITY MATURITY MODEL	SN:78-740023
	RN:3,140,734
QUALITYPOINT	SN:75-558989
	RN:2,308,903
RECONCILE	SN:76-186173
	RN:2,591,002
REVOLVE	SN:74-288492
	RN:1,803,667
SOFTICE	SN:75-363372
	RN:2,205,534
TRACKRECORD	SN:76-195082
	RN:2,527,294
VISUAL COBOL	SN:77-568281
	RN:3,890,612
XDB	SN:74-262290
	RN:1,732,780
VISUAL	SN:73-808455
	RN:1,641,077

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**RECORDED: 01/24/2013** 

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