

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
IONA Technologies Limited		02/15/2013	COMPANY: IRELAND
RECEIVING PARTY DATA			
Name:	Micro Focus IP Development Limited		
Street Address:	THE LAWN 22-30, OLD BATH ROAD		
City:	NEWBURY, BERKSHIRE		
State/Country:	UNITED KINGDOM		
Postal Code:	RG14 1qn		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74365831	ORBIX	
Serial Number:	78234013	ARTIX	
CORRESPONDENCE DATA			
Fax Number:	6508152601		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-815-2600		
Email:	svtmdocketing@sheppardmullin.com		
Correspondent Name:	Harold Milstein		
Address Line 1:	379 Lytton Avenue		
Address Line 4:	Palo Alto, CALIFORNIA 94301-1479		
DOMESTIC REPRESENTATIVE			
Name:	Harold Milstein		
Address Line 1:	379 Lytton Avenue		
Address Line 4:	Palo Alto, CALIFORNIA 94301-1479		

CH \$65.00 74365831

NAME OF SUBMITTER:	Harold Milstein
Signature:	/HaroldMilstein/
Date:	03/01/2013
Total Attachments: 7 source=Assignment for USPTO recordation ORBIX and ARTIX#page1.tif source=Assignment for USPTO recordation ORBIX and ARTIX#page2.tif source=Assignment for USPTO recordation ORBIX and ARTIX#page3.tif source=Assignment for USPTO recordation ORBIX and ARTIX#page4.tif source=Assignment for USPTO recordation ORBIX and ARTIX#page5.tif source=Assignment for USPTO recordation ORBIX and ARTIX#page6.tif source=Assignment for USPTO recordation ORBIX and ARTIX#page7.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into on February 15, 2013, by and between IONA Technologies Limited ("Assignor"), an Irish company and a subsidiary of Progress Software Corporation, a Massachusetts corporation ("Seller") on the one hand, and Micro Focus IP Development Limited, a company registered under the laws of England and Wales with company number 07233975, (together with its successors and assigns, "Assignee") on the other hand.

RECITALS

WHEREAS, Seller and Assignee are parties to that certain Master Asset Purchase Agreement, made and entered into as of December 21, 2012 (the "Purchase Agreement"), pursuant to which Assignee is purchasing from Seller and the Asset Sellers identified therein the Purchased Assets;

WHEREAS, it is a condition to the closing under the Purchase Agreement that Assignor assigns to Assignee its right, title and interest in and to the trademarks listed on the attached Exhibit A, together with the goodwill of the business associated with and symbolized by such trademarks and all rights, claims and privileges pertaining thereto, including, without limitation, the right to prosecute and maintain trademark applications and registrations for such trademarks ("Intellectual Property Assets");

WHEREAS, Assignor desires to assign to Assignee its right, title and interest in and to the Intellectual Property Assets, and Assignee desires to purchase, acquire and accept such right, title, and interest in and to the Intellectual Property Assets; and

WHEREAS, unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and incorporating the above Recitals, the parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

1. Assignment. Assignor hereby irrevocably and perpetually sells, assigns, transfers and conveys to Assignee all right, title and interest of Assignor in and to all of the Intellectual Property Assets, and the registrations therefor, for Assignee's use and enjoyment, including all rights to causes of action and remedies related thereto (including, without limitation, any and all claims and causes of action with respect to any of the foregoing whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages), as fully and entirely as the same would have been held by Assignor had this assignment not been made.

2. Terms of the Asset Purchase Agreement. Nothing in this Assignment shall limit either party's rights or obligations under the Purchase Agreement.

3. Successors and Assigns. Except as otherwise provided in this Assignment, the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, and administrators.

4. Governing Law. This Assignment (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.


5. Facsimile or Scanned Signature. This Assignment may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or via email with scan or email attachment, and any such counterpart executed and delivered via facsimile transmission or via email with scan or email attachment will be deemed an original for all intents and purposes. All signatures will be deemed to be delivered simultaneously.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed or caused this Assignment to be executed as of the date first written above,

"ASSIGNOR"

IONA TECHNOLOGIES LIMITED,
an Irish company

By: 
Name: Stephen H. Faberman
Title: Secretary

"ASSIGNEE"

MICRO FOCUS IP DEVELOPMENT LIMITED,
a company registered in England under number
07233975

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed or caused this Assignment to be executed as of the date first written above.

"ASSIGNOR"

IONA TECHNOLOGIES LIMITED,
an Irish company

By: _____
Name: _____
Title: _____

"ASSIGNEE"

MICRO FOCUS IP DEVELOPMENT LIMITED,
a company registered in England under number
07233975

By: *Dike Phillip*
Name: *DIKE PHILLIP*
Title: *Director*

[Signature Page to Trademark Assignment Agreement]

Application No. / Filing Date	Country	Registration No. / Reg. Date	Mark	Class
05-Mar-1993		20-Sep-1994		
78/234,013	US	2,861,644	ARTIX	09

Application No. / Filing Date	Country	Registration No. / Reg. Date	Mark	Class
04-Apr-2003		06-Jul-2004		