

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	PRIVATE LIMITED 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:	PRIVATE LIMITED COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2197133	IONA	
Registration Number:	2784630	IONA	
Registration Number:	2743081	IONA	
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		
ATTORNEY DOCKET NUMBER:	34HR-174872		
DOMESTIC REPRESENTATIVE			

900252203

TRADEMARK
 REEL: 005005 FRAME: 0372

CH \$90.00 2197133

Name: Harold Milstein
Address Line 1: 379 Lytton Avenue
Address Line 4: Palo Alto, CALIFORNIA 94301-1479

NAME OF SUBMITTER:

Harold Milstein

Signature:

/HaroldMilstein/

Date:

04/11/2013

Total Attachments: 9

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IONA TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

THIS IONA TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT (this "Assignment") is made and entered into on February 15, 2013 ("Effective Date"), 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 in England under 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"), subject to Assignor's and certain of its Subsidiaries' right to continued use of the Intellectual Property Assets in the names of certain of Assignor's Subsidiaries;

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. Right to Use Intellectual Property Assets.

2.1 License. Assignee hereby grants to Seller a non-exclusive, royalty-free, non-transferable, irrevocable license to use the Intellectual Property Assets, but only to the extent such

Intellectual Property Assets were used in the name of any Subsidiary on or before December 21, 2012, in the name of such Subsidiaries; provided that (i) Seller may not utilize the Intellectual Property Assets for any purpose other than in the name of such Subsidiaries or to refer to such Subsidiaries; (ii) Seller will not add the Intellectual Property Assets to the name of any entity after the Effective Date and (iii) Seller will wind down use of the Intellectual Property Assets within twelve months following the Closing, and the license granted herein shall expire on the first anniversary of the Closing Date.

2.2 Quality Control. Seller and its Subsidiaries shall not (i) challenge the Assignee's Intellectual Property Assets or registration thereof; (ii) use (except as permitted herein) or attempt to register any configuration, trademarks, service marks, trade names, logos, slogans or other designs, symbols, designations or marks confusingly similar to the Intellectual Property Assets; (iii) in any way alter the look or presentation of the Intellectual Property Assets; or (iv) take any other action the effect of which would dilute or adversely affect the effectiveness of or the goodwill in the Intellectual Property Assets. Seller agrees that the nature and quality of the goods and services provided by any Subsidiary using the Intellectual Property Assets shall conform to the standards regarding the nature and quality of products and services of the same or similar type which were implemented by such Subsidiary prior to the Closing. Seller shall promptly correct any breach of this Section 2.2. All goodwill from use of the Intellectual Property Assets as contemplated under this Assignment shall inure to the benefit of the Assignee. This Section 2.2 shall expire upon the expiration of the license under Section 2.1.

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

4. 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.


5. 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.

6. 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.

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

"ASSIGNOR"

IONA TECHNOLOGIES LIMITED,
an Irish company

By: 
Name: Stephen H. Foberman
Title: Secretary

"ASSIGNEE"

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

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment and License Agreement]

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

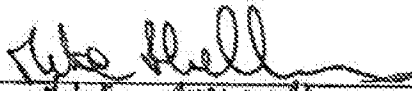
"ASSIGNOR"

IONA TECHNOLOGIES LIMITED,
an Irish company

By: _____
Name: _____
Title: _____

"ASSIGNEE"

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

By: 
Name: MIKE HILLIER
Title: Director

[Signature Page to Trademark Assignment and License Agreement]

EXHIBIT A
TRADEMARK SCHEDULE

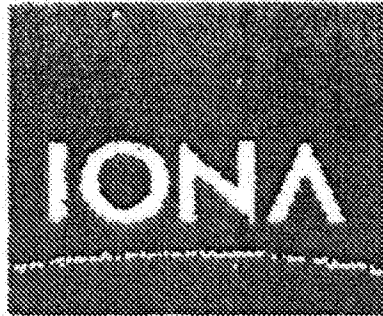
IONA Active Trademarks

PSC Case Number	Trademark Name	Country Name	TM Status	Application Number	Filing Date	Registration Number	Registration Date	Renewal Deadline
PSC-781	IONA	Australia	Renewed*	743414	09-Sep-1997	743414	09-Sep-1997	09-Sep-2017
PSC-781	IONA	Brazil	Renewed*	820460311	08-Jan-1998	820460311	07-Oct-2003	07-Oct-2013
PSC-781	IONA	Canada	Renewed*	852634	01-Aug-1997	559127	13-Mar-2002	13-Mar-2017
PSC-781	IONA	Switzerland	Renewed*	12454/2000	18-Oct-2000	483152	18-Oct-2000	18-Oct-2020
PSC-781	IONA	China (People's Republic)	Renewed*	970,064,857	25-Jun-1997	1232987	21-Dec-1998	20-Dec-2018
PSC-781	IONA	European Community	Renewed*	511097	02-Apr-1997	511097	27-Jun-2002	02-Apr-2017
PSC-781	IONA	Hong Kong	Renewed*	97/01,825	11-Feb-1997	1999 03428	04-Feb-1997	11-Feb-2014
PSC-781	IONA	Ireland	Renewed*	2005/00446	25-Feb-2005	232080	25-Feb-2005	24-Feb-2015
PSC-781	IONA	India	Renewed*	733419	11-Feb-1997	733419	22-Mar-2006	11-Feb-2017
PSC-781	IONA	Korea, Republic of	Renewed*	97-32,876	15-Jul-1997	40-419887	04-Sep-1998	04-Sep-2018
PSC-781	IONA	Mexico	Renewed*	327665	27-Mar-1998	578461	29-May-1998	27-Mar-2018
PSC-781	IONA	New Zealand	Renewed*	272555	10-Feb-1997	272555	10-Feb-1997	10-Feb-2014
PSC-781	IONA	Singapore	Renewed*	1749/97	15-Feb-1997	1749/97	04-Feb-1997	15-Feb-2017
PSC-781	IONA	Taiwan	Renewed*	86010329	05-Mar-1997	797536	01-Mar-1998	01-Mar-2018
PSC-781	IONA	United States of America	Renewed*	75/236,030	04-Feb-1997	2,197,133	10-Oct-1998	20-Oct-2018
PSC-782	IONA (and Black Design)	Canada	TO BE ABANDONED	1099161	19-Apr-2001	643670	06-Jul-2005	06-Jul-2020
PSC-782	IONA (and Black Design)	Hong Kong	TO BE ABANDONED	2001/05778	11-Apr-2001	04944/2003	13-Oct-2000	13-Oct-2017
PSC-782	IONA (and Black Design)	Israel	Renewed*	148322	10-Apr-2001	148322	05-Feb-2002	10-Apr-2022
PSC-782	IONA (and Black Design)	India	TO BE ABANDONED	1002804	11-Apr-2001	1002804	11-Apr-2001	11-Apr-2018
PSC-782	IONA (and Black Design)	Korea, Republic of	TO BE ABANDONED	40-200115519	12-Apr-2001	541658	18-Feb-2003	18-Feb-2013
PSC-782	IONA (and Black Design)	New Zealand	TO BE ABANDONED	635772	09-Apr-2001	635772	13-Oct-2000	09-Apr-2018

PSC-782	IONA (and Black Design)	Singapore	TO BE ABANDONED	T01/1048371	11-Apr-2001	T0/1048321	13-Oct-2000	13-Oct-2020
PSC-782	IONA (and Black Design)	United States of America	TO BE ABANDONED	76/147,117	12-Oct-2000	2,784,630	18-Nov-2003	18-Nov-2013
PSC-782	IONA (and Black Design)	South Africa	Renewed*	2001/06325	11-Apr-2001	2001/06325	31-Mar-2006	11-Apr-2021
PSC-783	IONA (and Blue Design)	Canada	TO BE ABANDONED	1099124	06-Apr-2001	TMAG37,403	03-Dec-2004	03-Dec-2019
PSC-783	IONA (and Blue Design)	Hong Kong	TO BE ABANDONED	2001/05777	11-Apr-2001	2003/08616	13-Oct-2000	13-Oct-2017
PSC-783	IONA (and Blue Design)	Ireland	TO BE ABANDONED	2005/00403	23-Feb-2005	232420	23-Feb-2005	22-Feb-2015
PSC-783	IONA (and Blue Design)	Israel	TO BE ABANDONED	148323	10-Apr-2001	148323	05-Feb-2002	10-Apr-2022
PSC-783	IONA (and Blue Design)	Korea, Republic of	TO BE ABANDONED	40-200115520	12-Apr-2001	541657	18-Feb-2003	18-Feb-2013
PSC-783	IONA (and Blue Design)	New Zealand	TO BE ABANDONED	635773	09-Apr-2001	635773	13-Oct-2000	09-Apr-2018
PSC-783	IONA (and Blue Design)	Singapore	TO BE ABANDONED	T01/04838J	11-Apr-2001	T01/04837J	13-Oct-2000	13-Oct-2020
PSC-783	IONA (and Blue Design)	United States of America	TO BE ABANDONED	76/146,628	13-Oct-2000	2,743,091	29-Jul-2003	29-Jul-2013

* All IONA word mark registrations were renewed, but only one IONA logo was renewed in each country in which there was no IONA work mark registration, e.g., Israel, Japan, and South Africa. All other IONA logos are marked to be abandoned at next renewal deadline.

Image



Trademark IONA

Design Type WORD AND DESIGN

Database Mexico

Application Number 480735

Registration Number 718573

Status REGISTERED

Application Date 11-APR-2001

Registration Date 25-SEP-2001

Gazette Registration SEP-2001

Mark Type TRADEMARK

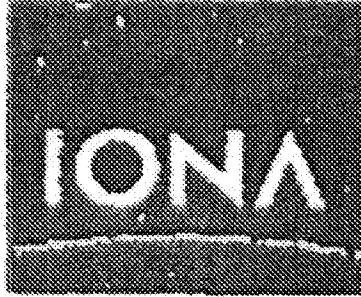
International Class(es) 9 (Electrical and scientific apparatus)

Goods and Services PROGRAMAS DE COMPUTO EMPLEADOS PARA DESARROLLAR OTROS PROGRAMAS DE COMPUTO. HERRAMIENTAS DE DESARROLLO ORIENTADAS A OBJETOS PARA USO EN EL DESARROLLO Y DESPLIEGUE DE APLICACIONES DEISTRIBUIDAS. PROGRAMAS DE COMPUTO EMPLEADOS PARA LA INTEGRACION DE APLICACIONES DE PROGRAMAS DE COMPUTO (SOFTWARE) EN DIFERENTES LEGUAJES, REDES Y PLATAFORMAS.

Goods and Services Translation PROGRAMMES OF CALCULATION USED FOR DEVELOPMENT OTHER PROGRAMMES OF CALCULATION, TOOLS FOR DEVELOPMENT GUIDED FOR ARTICLES FOR USE IN DEVELOPMENT AND DISPLAYING APPLICATIONS DEISTRIBUIDAS. PROGRAMMES OF CALCULATION USED FOR SUMMATION APLICACIONES PROGRAMMES OF CALCULATION IN DIFFERENT LEGUAJES (SOFTWARE), NETWORKS AND PLATFORMS.

Owner at Registration IONA TECHNOLOGIES PLC
THE IONA BUILDING, SHELBORNE ROAD, DUBLIN 4, IRLANDA.
IE (IRELAND)

Image



Trademark IONA

Design Type WORD AND DESIGN

Database Mexico

Application Number 480734

Registration Number 711666

Status REGISTERED

Application Date 14-APR-2001

Registration Date 28-AUG-2001

Gazette Registration AUG-2001

Mark Type TRADEMARK

International Class(es) 9 (Electrical and scientific apparatus)

Goods and Services PROGRAMAS DE COMPUTO EMPLEADOS PARA DESARROLLAR OTROS PROGRAMAS DE COMPUTO, HERRAMIENTAS DE DESARROLLAR ORIENTADAS A OBJETOS PARA USO EN EL DESARROLLO Y DESPLIEGUE DE APLICACIONES DEISTRIBUIDAS, PROGRAMAS DE COMPUTO EMPLEADOS PARA LA INTEGRACION DE APLICACIONES DE PROGRAMAS DE COMPUTO (SOFTWARE) EN DIFERENTES LENGUAJES, REDES Y PLATAFORMAS.

Goods and Services Translation PROGRAMMES OF CALCULATION USED FOR DEVELOPMENT OTHER PROGRAMMES OF CALCULATION, TOOLS FOR DEVELOPMENT GUIDED FOR ARTICLES FOR USE IN DEVELOPMENT AND DISPLAYING APPLICATIONS DEISTRIBUIDAS, PROGRAMMES OF CALCULATION USED FOR SUMMATION APLICACIONES PROGRAMMES OF CALCULATION IN DIFFERENT LANGUAGES (SOFTWARE), NETWORKS AND PLATFORMS.

Owner at Registration IONA TECHNOLOGIES PLC
THE IONA BUILDING, SHELBOURNE ROAD, DUBLIN, 4
IE (IRELAND)