

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
Ventyx Inc.		05/02/2011	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	ABB Technology Ltd.
Street Address:	Affoltemstrasse 44
City:	Zurich
State/Country:	SWITZERLAND
Postal Code:	CH-8050
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2684786	ESOMS

CORRESPONDENCE DATA

Fax Number: 4405857578
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 440-585-6738
 Email: patents@us.abb.com
 Correspondent Name: Debra Rietze
 Address Line 1: 29801 Euclid Avenue
 Address Line 2: Legal Dept. - 4U6
 Address Line 4: Wickliffe, OHIO 44092

ATTORNEY DOCKET NUMBER:	ESOMS
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DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:

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

NAME OF SUBMITTER:	Debra Rietze
Signature:	/Debra Rietze/
Date:	04/12/2013

Total Attachments: 17

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AGREEMENT
ON
PURCHASE OF SOFTWARE
(ASSIGNMENT OF RIGHTS IN SOFTWARE)

THIS AGREEMENT is made on May 02, 2011

PARTIES

- (1) Ventyx Energy Software Inc., incorporated and registered in California with company number 1282945 whose registered office is at 3301 Windy Ridge Parkway, Atlanta, Georgia 30339 (SELLER), and
- (2) ABB Technology Ltd., incorporated and registered in Switzerland with company number CH-020.3.004.411-1 whose registered office is at Affolternstrasse 44, CH-8050 Zurich, Switzerland (PURCHASER).

BACKGROUND

- (A) The SELLER owns all of the Intellectual Property Rights in the Software and Software Documentation as defined and specified under this Agreement.
- (B) The SELLER is the proprietor of the Registered IPRs regarding the Software and the Software Documentation covered by this Agreement.

● [REDACTED]

● [REDACTED]

- (E) The SELLER desires by this Agreement to assign its Intellectual Property Rights in the Software and Software Documentation and all of its share and interest to the Intellectual Property Rights in the Software and Software Documentation under the Cost Sharing Agreement to the PURCHASER on the terms set out in this Agreement.
- (F) The PURCHASER is desirous of acquiring all the Intellectual Property Rights in the Software and Software Documentation, and all rights to take actions for past infringements of the Intellectual Property related to such Intellectual Property Rights in the Software and Software Documentation, in all such countries wherein such Intellectual Property is granted, registered, applied for or otherwise existing.

NOW, THEREFORE IT IS AGREED as follows:

1. DEFINITIONS

- 1.1 In this Agreement except where the context otherwise requires the following terms shall have the following meanings:

"Agreement": means the present Agreement;

"Clause": means a clause of this Agreement;

"Confidential Information": means all information relating to or comprised in the Software or Software Documentation which is not public knowledge and has not been disclosed to third parties, including all know-how and trade secrets;

[REDACTED]

"Effective Date": means the date that this Agreement comes into full force and effect according to the provisions of Clause 8;

"Improvement": means any improvement, enhancement, or modification to the Software and the Software Documentation;

"Intellectual Property": means SELLER's ownership and rights in and SELLER's share and interest under the Cost Sharing Agreement in and to with regard to the Software, the Software Documentation and the related Confidential Information -- all patents, rights to inventions, copyright and related rights, all other rights in the nature of copyright, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, database rights and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals, extensions or revivals of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

"Know-how": means SELLER's ownership and rights in and SELLER's [REDACTED] body of technical information regarding the Software and the Software Documentation that prior and right until the Effective Date;

"Party": means a party to this Agreement;

"Patents": means patents and patent applications, all reissues, divisions, continuations, continuations-in-part, extensions and re-examinations thereof, and all rights therein provided by international treaties or conventions. The Patents shall include, without limitation, those identified in ANNEX 1, Section 4 attached hereto;

"Registered IPRs": means the applications for, and registrations of the patents and designs set out in ANNEX 1;

"Software": means SELLER's ownership and rights in and SELLER's share and interest under the Cost Sharing Agreement in and to the software more specifically described in the Software specification in ANNEX 1, Section 1 and all updates, upgrades, releases and versions thereof, that is owned by SELLER prior and right until the Effective Date of this Agreement and to be transferred under this Agreement, including: (a) the source code and object code, and (b) all other works or material recorded or embodied in the Software, including the audio or visual content in any screen displays in the user interface, (c) the Software Documentation;

Software Documentation: means SELLER's ownership and rights in and SELLER's share and interest under the Cost Sharing Agreement in and to all and any documentation (whether in human or machine readable form) relating to the Software, including all: (a) operating manuals, user instruction manuals and training materials, and (b) documents associated with the creation, design, development or modification of the Software, including technical or functional specifications, flow charts, algorithms, architectural diagrams, data models, build instructions, testing or configuration documentation and technical data.

1.2 In this Agreement (except where the context otherwise requires):

- 1.2.1 any reference to a Recital, Clause or ANNEX is to the relevant Recital, Clause or ANNEX of or to this Agreement and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the Clause or ANNEX in which it appears;
- 1.2.2 the clause headings are included for convenience only and shall not affect the interpretation of this Agreement;
- 1.2.3 use of the singular includes the plural and vice versa;
- 1.2.4 use of any gender includes the other genders;
- 1.2.5 any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).

2. ASSIGNMENT

- 2.1 For and in consideration of the payment of the purchase price as defined in ANNEX 2 to this Agreement. SELLER hereby, as of the Effective Date, sells, assigns, transfers and sets over to the PURCHASER, its successors and assigns forever, the entire right, title and interest in, to and under the Intellectual Property concerning the Software and the Software Documentation, including all Improvements, and assigns all respective rights of action, both at law and in equity, for past infringements of the Intellectual Property, the same to be held and enjoyed by the PURCHASER, its successors and assigns forever, fully and entirely as enjoyed by the SELLER if this assignment had not been made and the PURCHASER does hereby accept such sale, assignment, transfer and set over.
- 2.2 The assignment under Clause 2.1 above expressly includes all right, title and interest of the SELLER in the Software and Software Documentation, all registered and unregistered rights and title of the SELLER in and to the Confidential Information and the full unfettered and exclusive right throughout the world to use the Confidential Information for any purpose whatsoever, and all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Intellectual Property related to the Software and Software Documentation and the Confidential Information, including without limitation all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Intellectual Property to be transferred under this Agreement.
- 2.3 SELLER, for itself, its successors and assigns, hereby covenants and agrees that, at any time upon the request of the PURCHASER, SELLER shall execute and deliver, or cause to be executed, acknowledged and delivered, such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including without limitation execution, acknowledgment and recordation of other such papers, and using reasonable efforts to obtain the same from the respective inventors, or owners of the respective rights, or other entitled person or entities, as necessary or desirable for fully perfecting and conveying unto PURCHASER the benefit of the transactions contemplated hereby. For inventors, or owners of the respective rights, or other entitled person that are no longer employed by SELLER or its Affiliates at the time of PURCHASER's request, SELLER's obligation shall be limited to reasonable efforts to provide PURCHASER with contact information that are available with the SELLER and to the extent not restricted by applicable mandatory laws and regulations for such inventors. PURCHASER shall reimburse all related SELLER's expenses, to be agreed upon in advance.
- 2.4 In accordance with Clause 2.1, PURCHASER shall make payment for consideration of the Intellectual Property as defined in ANNEX 2 to this Agreement.

- 2.5 SELLER shall make available to the PURCHASER Software, the Software Documentation, the Confidential Information and all related documents, descriptions and records, files, source codes etc. regarding in the language, in the form and to the extent to which they are used by SELLER in its activities or were taken over from the former owner. Any necessary translations from other languages, systems, units of measurement or standards into the languages, systems, units of measurement or standards used by the PURCHASER are the responsibility of the PURCHASER at its own expense. The complete documentation/all documents regarding the Software, the Software Documentation, and the Confidential Information shall be placed at the disposal of the PURCHASER by the Effective Date and/or transferred by the SELLER to the PURCHASER as otherwise determined by PURCHASER.
- 2.6 The transfer of licence contracts, related payments, warranties, liabilities, claims etc. requires separate written agreement between the Parties, except with respect to deferred revenue payments which are set forth in ANNEX 2 to this Agreement.

3. [REDACTED]

4. REPRESENTATIONS, LIABILITY

- 4.1 SELLER represents and guarantees:
 - 4.1.1 that the execution and performance of this Agreement are (i) within its corporate power and business scope, (ii) have been duly authorized by all necessary corporate actions, (iii) will not contravene its articles of associations, (iv) will not contravene any mandatory law or contractual restrictions binding on or affecting it;
 - 4.1.2 that the Software and Software Documentation are its original works, and have not been copied wholly or substantially from any other source, and that the use by the PURCHASER of the rights assigned to it will not infringe the rights of any third party;
 - 4.1.3 that it is the sole legal and beneficial owner of all Intellectual Property, or the applicant for the Intellectual Property Rights, and/or is otherwise authorized to dispose of the rights with regard to the Intellectual Property as stated under this Agreement, including but not limited to: (i) SELLER has good and marketable title to the Intellectual Property , including without limitation all rights, title, and interest in the Intellectual Property to sue for infringement thereof; (ii) the Intellectual Property is free and clear of all liens, mortgages, security interests, licenses or other encumbrances, and restrictions on transfer; (iii) to the best of SELLER's knowledge at the date of signing this Agreement, except as set forth in ANNEX 8 attached hereto and incorporated herein, there are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Intellectual Property; and (iv) there are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Intellectual Property;



4.1.4 that SELLER has obtained from all authors of the Software and/or Software Documentation, to the extent applicable and to the full extent permissible by applicable mandatory laws, absolute, irrevocable and unconditional waivers in relation to all moral rights which subsist in the Software and/or Software Documentation arising or resulting from its employee's or any other party's work related to the Software or the Software Documentation by virtue of the applicable copyright, designs and patent laws and, so far as is legally possible, any broadly equivalent rights such authors may have in any territory of the world;

[REDACTED]

4.1.6 that the Registered IPRs have been maintained and are in force;

4.1.7 that, except as expressly listed under ANNEX 4, it has not granted any other licences or user rights to any other party;

4.1.8 [REDACTED]

4.1.9 [REDACTED]

4.1.10 that PURCHASER will not be subject to any covenant not to sue or similar restrictions on its enforcement or enjoyment of the rights in the Intellectual Property as a result of the transaction contemplated in this Agreement, or any prior transaction related to the Intellectual Property;

4.1.11 that none of SELLER's employees or its representatives have engaged in any conduct or omitted to perform any necessary act, the result of which would invalidate any of the Intellectual Property or hinder their enforcement, including but not limited to misrepresenting SELLER's Intellectual Property rights to a standard-setting organization;

4.1.12 that SELLER has not put a third party on notice of actual or potential infringement of any of the Intellectual Property rights or considered enforcement action(s) with respect to any of the Intellectual Property rights;

4.1.13 that none of the Registered IPRs have been or are currently involved in any re-examination, reissue, interference proceeding, or any similar proceeding and that no such proceedings are pending or threatened;

4.1.14 that there are no other Registered IPRs issued and/or applications pending for or on behalf of SELLER which include (or will include) claims such that practice of any of the claims of the Registered IPRs conveyed in this Agreement would reasonably require a licence under any claim of such other Registered IPRs;

4.1.15 that all renewal or similar maintenance fees, annuities, legal, government and other fees related to the Registered IPRs that are falling due until the Effective Date have been paid by SELLER, or will be paid by SELLER immediately after SELLER has received the respective invoices or such payments otherwise fall due (as the case may be);

4.1.16 [REDACTED]



[REDACTED]

4.1.17 that the Registered IPRs have never been found invalid or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding, and that SELLER has not received any notice or information of any kind from any source suggesting that the Registered IPRs may be invalid or unenforceable.

4.1.18 that the development of the Software and the Software Documentation was not sponsored or otherwise supported by a government, governmental or other national or international organization under any terms and conditions restricting the possession, ownership or use of the Software and the Software Documentation to certain persons, entities, countries, regions, or in any other way;

4.1.19 that it is duly authorized by all relevant government authorities of its country of registration, if such authorization is required according to applicable mandatory laws and regulations in SELLER's country, to enter into and perform this Agreement, and that it complies and will comply with all applicable mandatory laws, rules, and regulations of its country of registration in connection with its activities under this Agreement, including without limitation those regulations related to the export of software and related documentation, and that it has obtained and will obtain all outstanding approvals and registrations required there under;

4.1.20 [REDACTED]

4.2 [REDACTED]

4.3 [REDACTED]

4.4 [REDACTED]

4.5 Disclaimers

Without SELLER's specific written representation on a specific purpose intended, and express written consent to it by PURCHASER, which must become a separate ANNEX to this Agreement, the Software and the related Intellectual Property rights are not sold for a special purpose or a specific application, and therefore SELLER does not represent that:

- 4.5.1 the Software will meet PURCHASER's or its Licensees' or Licensees' customers' requirements with regard to special, general or intended purposes (including but not limited to application requirements, or planned uses, or PURCHASER's or its Licensees' or Licensee's customers' expectations);
- 4.5.2 the Software will operate in combination with any other software, hardware, systems, data, products or technology not provided by SELLER (except as expressly specified in writing by SELLER in related documentation being part of this Agreement);
- 4.5.3 the Products manufactured by using the Software or containing the Software as a component or in any other way are free of defects, failures and/or errors;

4.6 Exclusions

Notwithstanding the foregoing, any claims for the following reasons shall be excluded:

- 4.6.1 modification of and/or alterations to the Software which SELLER has provided to PURCHASER if the failure, defect or error would have been avoided by the use of the Software without such modification and/or alterations, or
- 4.6.2 use of the Software other than in accordance with the related Software Documentation, this Agreement, or for other purposes than the normal business of the PURCHASER and its Licensees' known to the SELLER.

4.7 PURCHASER represents that:

- 4.7.1 its execution and performance of this Agreement:
 - a) are within its corporate power and business scope;
 - b) have been duly authorized by all necessary corporate actions;
 - c) will not contravene its articles of associations; and
 - d) will not contravene any mandatory law or contractual restrictions binding on or affecting it, and
- 4.7.2 it is duly authorized by all relevant government authorities of its country, if such authorization is required according to applicable mandatory laws and regulations in PURCHASER's country, to enter into and perform this Agreement, and that it complies and will comply with all applicable mandatory laws, rules, and regulations of its country in connection with its activities under this Agreement, including without limitation those regulations related to the import of Software and technology, and that it has obtained and will obtain all outstanding approvals and registrations legally required there under.

● [REDACTED]

● [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5.2

[REDACTED]

5.3

[REDACTED]

5.4

[REDACTED]

6. PROTECTION OF THE TECHNOLOGY, INTELLECTUAL PROPERTY RIGHTS

6.1 The SELLER agrees not to communicate or otherwise make available the Confidential Information to any third party without the prior written consent of the PURCHASER, nor use the Confidential Information for any purpose except, in either case, to the extent that the SELLER can show that the Confidential Information: (a) has become public knowledge other than through any breach of this Agreement; or (b) is received after the date of this Agreement by the SELLER from a third party who did not acquire it in confidence from the SELLER or the PURCHASER, or from someone owing a duty of confidence to the SELLER or the PURCHASER.

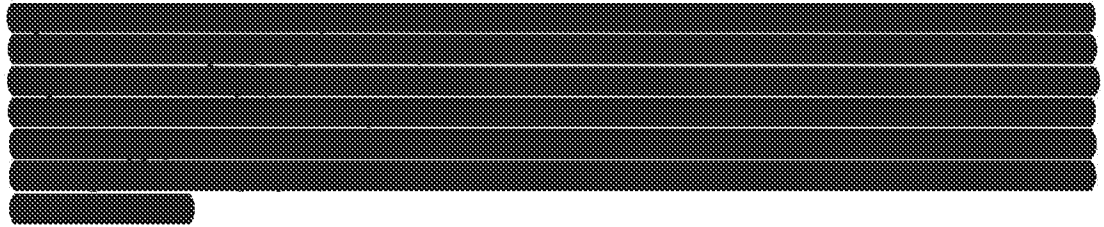
6.2 In the event that activities are carried on by any third party who could constitute unauthorised use of the assigned Intellectual Property, SELLER becoming aware of such matter shall forthwith notify the PURCHASER of any such matters.

6.3 For the avoidance of doubt, PURCHASER shall have the right to sub-license, assign, and otherwise transfer its rights regarding the Intellectual Property Rights or the Technology without any limitations.

6.4

[REDACTED]





7. CONFIDENTIALITY

7.1 SELLER shall keep and procure that its respective directors and employees keep secret and confidential the information relating to the Software and any information (whether or not technical) of a confidential nature (Confidential Information) communicated between the Parties, either preparatory to or as a result of this Agreement and shall not disclose the same or any part of the same to any person whatsoever other than to its directors or employees directly or indirectly concerned with the Software or the Software Documentation.

7.2 The provisions of sub-clause 7.1 shall not apply to such Confidential Information:

7.2.1 which becomes public knowledge otherwise than through a breach of an obligation of confidentiality; or

7.2.2 which both Parties decide jointly to make public, including the existence and signing of this Agreement;

7.2.3 which has been published by SELLER and right until the Effective Date of this Agreement.

8. EFFECTIVENESS, DURATION AND TERMINATION

8.1 This Agreement shall come into effect on May 02, 2011 at 12pm eastern time Canada.

8.2 In the event this Agreement has to be registered, recorded, filed in any way for authority approval or for any other purposes under the applicable mandatory laws, rules and regulations of the country where SELLER is located, SELLER shall take all appropriate measures resulting from such requirements. In case PURCHASER is responsible to obtain such registrations, approvals etc. under applicable mandatory laws, rules and regulations, SELLER agrees to take all appropriate and required measures on behalf of PURCHASER and (to the extent allowed under applicable mandatory law) on its own behalf to apply for and to obtain in due time all such registrations, recordings, filings and/or authority approvals, and PURCHASER shall provide necessary support. SELLER shall keep PURCHASER informed in writing about its measures, the registrations, recordings, filings and granting of authority approvals or registrations by sending certified copies of the relevant original documents and, if necessary, English translations of such documents.

8.3 In cases where this Agreement shall only be considered effective in the country where SELLER is located on the condition that if certain authority approval or registration with authorities is granted, this Agreement shall become effective at the date of receipt by PURCHASER of the last official authority approval and/or registration document and/or authority confirmed information.

9. GENERAL

9.1 As from the Effective Date, the PURCHASER shall be solely responsible for the maintenance of the Registered IPRs and for all expenses related to such Intellectual Property due after that date. SELLER will bear all costs necessary to keep alive/registered/under application for registration the Registered IPRs listed in ANNEX 1 until the Effective Date. After that time all such costs will be borne by PURCHASER. In case, during this ownership transition SELLER needs to pay some of the costs in charge of PURCHASER, SELLER will invoice the said costs that PURCHASER shall pay within thirty (60) calendar days from invoice date.

9.2 [REDACTED]

9.3 SELLER shall not assign, transfer, charge, encumber, or otherwise deal with the whole or any part of this Agreement or its obligations under it.

9.4 In the event that any Clause or any part of any Clause in this Agreement is declared invalid or unenforceable by the judgment or decree by consent or otherwise of a court of competent jurisdiction in a court proceeding on a dispute resulting from this Agreement from whose decision no appeal is or can be taken, all other Clauses or parts of Clauses contained in this Agreement shall remain in full force and effect and shall not be affected by such finding for the term of this Agreement, and the Agreement shall be given effect as if the invalid, illegal or unenforceable provision had been deleted and replaced by a provision with a similar economic effect to that of the deleted provision if this can be achieved by another provision.

9.5 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by mandatory law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not prevent a Party from subsequently requiring compliance with the waived obligation.

9.6 No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and duly signed by authorised representatives of or on behalf of each of the Parties.

9.7 The Parties shall execute all further required documents as may be necessary or desirable to give full effect to the terms of this Agreement and to protect the rights of the Parties under it.

9.8 This Agreement and the documents referred to in it, constitute the entire agreement and understanding of the Parties and replace by agreement of the Parties, without requirement of an additional specific termination declaration by either Party, any previous agreements between the Parties and/or their predecessors and/or their Affiliates relating to the subject matter of this Agreement. The ANNEXES and the documents referred to in the ANNEXES form an integral part of this Agreement. The words and expressions used in the ANNEXES and the documents



referred to in the ANNEXES shall bear, unless expressly otherwise defined in the ANNEXES and the documents referred to in the ANNEXES or unless the context otherwise requires, the same meaning as in this Agreement.

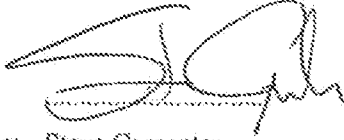
- 9.9 Each of the Parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to this Agreement or not) other than as expressly set out in this Agreement as a warranty or representation. The only remedy available to it for breach of such aforementioned warranties or representations shall be for breach of contract under the terms of this Agreement. Nothing in this Clause shall, however, operate to limit or exclude any liability for fraud and wilful misconduct.
- 9.10 Except as otherwise specifically set forth herein, each Party will bear its own costs and expenses in connection with the transaction covered by this Agreement, including, but not limited to, the costs and expenses of advisors, attorneys, engineers, bankers, agents, etc. employed by such Party.
- 9.11 Any notice or other document to be given under this Agreement shall be given by sending the same by mail or by fax or by e-mail to the address of the relevant Party set out in this Agreement under ANNEX 3 below or to such other address as such Party may have notified to the other for such purposes. E-mails expressly require written confirmation issued by the receiving Party in response to the sending Party. Electronic read receipts may not under any circumstances be deemed as confirmation of notice.
- 9.12 Nothing in this Agreement shall constitute, or be deemed to constitute a partnership or joint venture between the Parties or, except as expressly provided, shall it constitute, or be deemed to constitute, any Party the agent of any other Party for any purpose.
- 9.13 This Agreement is originally prepared in the English language. If this Agreement is translated into any language other than English, the English language text shall prevail. Each notice, instrument, certificate, or other communication to be given under this Agreement shall be in the English language and, if that notice, instrument, certificate, or other communication is translated into any other language than English, the English language text shall prevail. If a governmental or other local authority is issuing an original document in another language than English, the language of such original document shall prevail.

[REDACTED]

Signatures On Following Page

Signed by:

SELLER

signature: 

printed name: Steve Carpenter

signature:

printed name: Vince Burkett

PURCHASER

signature:

printed name: Jens Birgersson

signature:

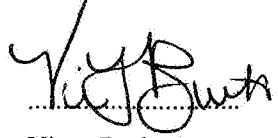
printed name: Daniel Stalder

Signed by:

SELLER

signature:

printed name: Steve Carpenter

signature: 

printed name: Vince Burkett

PURCHASER

signature:

printed name: Jens Birgersson

signature:

printed name: Daniel Stalder

Signed by:

SELLER

signature:

printed name: Steve Carpenter

signature:

printed name: Vince Burkett

PURCHASER

signature:

printed name: Jens Birgersson

signature:

printed name: Daniel Stalder

- (c) documents associated with the creation, design, development or modification of the Software, including technical or functional specifications, flow charts, algorithms, architectural diagrams, data models, build instructions, testing or configuration documentation and technical data
- (d) other similar Software Documentation:

3. Transfer of the Software and of the information, files and documents regarding the Software by SELLER to PURCHASER.

3.1 Software

The Software will be transferred by SELLER to PURCHASER by handing over of copies of the respective data files in a generally accepted format and in English language, or by granting access to the Software via internet, or the relevant parts of the data files, the data bases and the data network system of the SELLER within thirty (30) calendar days after effectiveness of this Agreement, provided Licensor has received the purchase price payment to be made in accordance with this Agreement within said thirty (30) calendar days time period.

3.2 Software Documentation

The Software Documentation shall be transferred by SELLER to PURCHASER as follows:

The Software Documentation will be transferred by SELLER to PURCHASER by handing over of copies of the Software Documentation in a generally accepted format and in English language, or by granting access to the Software Documentation via internet within thirty (30) calendar days after effectiveness of this Agreement, provided Licensor has received the purchase price payment to be made in accordance with this Agreement within said thirty (30) calendar days time period.

4. Registered Intellectual Property rights regarding the Software:

The registered Intellectual Property regarding the Software is defined in the following list of patents and/or patent applications; copyrights and/or copyright applications; trademarks and/or trademark applications; and domain names:

4.1 Patents

None

4.2 Copyrights

4.2.1 Registered Copyrights

Copyright	Reg. No.	Reg. Date	Record Owner
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



4.2.2 Copyright Applications

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

4.3 Trademarks

4.3.1 Registered Trademarks

Trademark	Country	Registration No.	Record Owner
IMPACT	U.S.	2407006	Ventyx Energy LLC
MAINPLAN	U.S.	1804165	Ventyx Energy, LLC
MARKETPOWER	U.S.	2407007	Ventyx Energy, LLC
MONACO	U.S.	3057802	Ventyx Energy, LLC
NEWENERGY MARKET MAKER	U.S.	2991702	Ventyx Energy, LLC
NEWENERGY ASSOCIATES	U.S.	2348036	Ventyx Energy, LLC
NEWENERGY STRATEGIST	U.S.	2538595	Ventyx Energy, LLC
NOSTRADAMOUS	U.S.	2291212	Ventyx Energy, LLC
PROMOD III	U.S.	1054261	Ventyx Energy, LLC



PROMOD IV	U.S.	1943648	Ventyx Energy, LLC
PROSCREEN II	U.S.	1807127	Ventyx Energy, LLC
RETAIL OFFICE	U.S.	2553434	Ventyx Energy, LLC
SENDOUT	U.S.	1808865	Ventyx Energy, LLC
VECTORGAS	U.S.	3128854	Ventyx Energy, LLC
MARKETVISION	U.S.	3306015	Ventyx Energy, LLC
nMARKET	U.S.	3766577	Ventyx Energy, LLC

4.3.2 Trademark Applications

None

4.4 Domain Names

None

