

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Progress Software Corporation		12/07/2012	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
Name:	Metatomix, Inc.		
Street Address:	401 Congress Avenue		
Internal Address:	Suite 2650		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	1928780	OBJECTSTORE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	5122874866		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	512-656-7960		
Email:	brianspross@jonesspross.com		
Correspondent Name:	Brian Spross		
Address Line 1:	1605 Lakecliff Hills Lane		
Address Line 2:	Suite 100		
Address Line 4:	Austin, TEXAS 78732		
ATTORNEY DOCKET NUMBER:	OBJECTSTORE		
NAME OF SUBMITTER:	Brian Spross		

OP \$40.00 1928780

Signature:	/brian spross/
Date:	09/03/2013
<b>Total Attachments: 5</b> source=ObjectStore - Intellectual Property Assignment Agreement [Executed Version]#page1.tif source=ObjectStore - Intellectual Property Assignment Agreement [Executed Version]#page2.tif source=ObjectStore - Intellectual Property Assignment Agreement [Executed Version]#page3.tif source=ObjectStore - Intellectual Property Assignment Agreement [Executed Version]#page7.tif source=ObjectStore - Intellectual Property Assignment Agreement [Executed Version]#page13.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, Progress Software Corporation, a Massachusetts corporation (“Assignor”), hereby assigns, conveys and transfers to Metatomix, Inc., a Delaware corporation having a place of business at 401 Congress Avenue, Suite 2650, Austin, Texas 78701 (“Assignee”), all of Assignor’s right, title and interest in and to the Assigned Intellectual Property set forth in the following clauses (A)-(G):

- (A) the patents, patent registrations and patent applications identified on Schedule A hereto as well as all inventions disclosed therein and all continuations, divisions, continuations-in-part, reissues, and extensions thereof, and all Letters Patent of the United States and any foreign country which may be granted thereon, and all rights to claim priority on the basis of any of the foregoing (the “Assigned Patents”); provided, that Assigned Patents shall not include the patents licensed to Buyer under the Patent License Agreement and all continuations, divisions, continuations-in-part, reissues, and extensions thereof, and all Letters Patent of the United States and any foreign country which may be granted thereon, and all rights to claim priority on the basis of any of the foregoing,
- (B) all registered trademarks set forth on Schedule B hereto, together with the goodwill associated therewith,
- (C) the internet domain names identified on Schedule C hereto,
- (D) the registered copyrights identified on Schedule D hereto,
- (E) the Software and Documentation, in each case, which are owned or purported to be owned by any Asset Seller and used exclusively in the conduct of the Business at any time prior to the Closing,
- (F) trademarks (and goodwill associated therewith), Internet domain names, copyrights, trade secrets and know-how, in each case which are owned or purported to be owned by any Asset Seller and used exclusively in the conduct of the Business at any time prior to the Closing, and
- (G) the Common Intellectual Property,

together with the goodwill of the business symbolized by the Assigned Intellectual Property, any future registrations of the Assigned Intellectual Property, and all common law rights associated with the Assigned Intellectual Property, and, any and all causes of action and other rights assertable under the Assigned Intellectual Property, including, without limitation, the right to sue for infringement, misappropriation of, or improper activities regarding the Assigned Intellectual Property, subject, in all cases, to the Master Asset Purchase Agreement referred to below, and the right to enjoy all of the monetary benefits obtained as a result of any such litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Capitalized terms used, but not defined in this Assignment, shall have the meanings given them in the Master Asset Purchase Agreement, dated as of November 30, 2012 by and among Buyer, Seller and ESW Capital, LLC, a Delaware limited liability company.

This Assignment 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 jurisdiction other than those of the State of Delaware. Assignor and Assignee (a) submit to the jurisdiction of any state or federal court sitting in the State of Delaware in any action, suit or proceeding arising from or relating to this Assignment, (b) agree that all claims in respect of such action or proceeding may be heard and determined in any such court, (c) waive any claim of inconvenient forum or other challenge to venue or jurisdiction in any such court, and (d) agree not to bring any action, suit or proceeding arising from or relating to this Assignment in any other court.

This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, Assignor, Assignee and their respective successors and assigns.

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**Schedule B**

Trademark	Case Number Country	SubCase CaseType	Application Number Filing Date	Publication Number Publication Date	Registration Number Publication Date	Status New Renewal
	United Kingdom	ORD	16-Nov-1994	11-Dec-1996	28-Mar-1997	16-Nov-2014
	<b>Assignee:</b> Progress Software Corporation				<b>Attorneys:</b> ER	
	<b>Division:</b> Enterprise Infrastructure Division				<b>Division Ref:</b>	
	<b>Agent:</b> Marks & Clerk LLP				<b>Agent Ref:</b>	
	<b>Classes:</b> 09 Int.					
	<b>Goods</b> 09 Int.	Computer programs for database management and design.				
ObjectStore	PSC-606 United States of America	ORD	2003810 16-Nov-1994	15238 11-Dec-1996	2003810 28-Mar-1997	Registered 16-Nov-2014
	<b>Assignee:</b> Progress Software Corporation				<b>Attorneys:</b> ER	
	<b>Division:</b> Enterprise Infrastructure Division				<b>Division Ref:</b>	
	<b>Agent:</b> Marks & Clerk LLP				<b>Agent Ref:</b>	
	<b>Classes:</b> 09 Int.					
	<b>Goods</b> 09 Int.	Computer programs for database management and design.				
ObjectStore	PSC-606 United States of America	ORD	73/828,774 02-Oct-1989	1,928,780 10-Jul-1990	1,928,780 24-Oct-1995	Registered 24-Oct-2015
	<b>Assignee:</b> Progress Software Corporation				<b>Attorneys:</b> ER	
	<b>Division:</b> Enterprise Infrastructure Division				<b>Division Ref:</b>	
	<b>Agent:</b>				<b>Agent Ref:</b>	
	<b>Classes:</b> 09 Int.					
	<b>Goods</b> 09 Int.	Computer programs for database management and database design.				
ObjectStore	PSC-606 Mexico	ORD	925639 09-Apr-2008		1062773 26-Sep-2008	Registered 09-Apr-2018
	<b>Assignee:</b> Progress Software Corporation				<b>Attorneys:</b> PSM	
	<b>Division:</b> Enterprise Infrastructure Division				<b>Division Ref:</b>	
	<b>Agent:</b> Uhthoff, Gomez Vega & Uhthoff, S.C.				<b>Agent Ref:</b> CGR'bngo	
	<b>Classes:</b> 09 Int.					
	<b>Goods</b> 09 Int.	APPARATUS AND SCIENTIFIC INSTRUMENTS, NAUTICAL, TOPOGRAPHICAL, Translation PHOTOGRAPHIC, CINEMATOGRAPHIC, OPTICAL, WEIGHING, THAN METERING, THAN SIGNALING, CHECKING (SUPERVISION), THAN LIFE-SAVING AND THAN TEACHING; APPARATUS AND INSTRUMENTS FOR DRIVES, PAUSE, TRANSFORM REAR, ACCUMULATE, REGULATING OR CONTROLLING				