

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297928

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Progress Software Corporation		07/16/2013	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Software AG		
Street Address:	Uhlandstr. 12		
City:	D-64297 Darmstadt		
State/Country:	GERMANY		
Entity Type:	Stock corporation (Aktiengesellschaft): GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3026372	APAMA	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-554-8000		
Email:	rsacoff@pattishall.com		
Correspondent Name:	Robert W. Sacoff		
Address Line 1:	200 South Wacker Drive, Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60026		
ATTORNEY DOCKET NUMBER:	00960-50		
NAME OF SUBMITTER:	Robert W Sacoff		
SIGNATURE:	/RWS/		
DATE SIGNED:	03/12/2014		
Total Attachments: 5			
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CH \$40.00 3026372

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
(ASSIGNED TRADEMARKS)

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (ASSIGNED TRADEMARKS) (this "Assignment") is made and entered into as of July 16, 2013, by Progress Software Corporation, a Massachusetts corporation (the "Assignor").

WHEREAS, the Assignor is a party to that certain Master Asset Purchase Agreement (the "Asset Purchase Agreement"), dated June 11, 2013, by and between Assignor and Software AG, a stock corporation (Aktiengesellschaft) organized under the laws of the Federal Republic of Germany (the "Assignee");

WHEREAS, this Assignment is contemplated pursuant to the terms of the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor agreed to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee agreed to purchase, acquire and accept all of the Assignor's right, title and interest in and to the Assigned Trademarks (each of which is listed on Exhibit A hereto) at the Closing;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor and Assignee do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.

2. Assignment. The Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, its successors and assigns, all of the Assignor's right, title and interest in and to the Assigned Trademarks.

3. Terms of the Asset Purchase Agreement. Each of the Assignor and Assignee by its execution of this Assignment hereby acknowledges and agrees that neither the representations and warranties, nor the rights and remedies of the Parties under the Asset Purchase Agreement shall be deemed to be enlarged, diminished, modified or altered in any way by this Assignment. In the event of any conflict between the Asset Purchase Agreement and this Assignment, the terms of the Asset Purchase Agreement shall control.

4. Miscellaneous.

(a) Headings. The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

(b) Governing Law. 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 Delaware.

Assignee and Assignor (i) 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 Bill of Sale, (ii) agree that all claims in respect of such action or proceeding may be heard and determined in any such court, (iii) waive any claim of inconvenient forum or other challenge to venue or jurisdiction in any such court, and (iv) agree not to bring any action, suit or proceeding arising from or relating to this Bill of Sale in any other court. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

(c) Counterparts. This Assignment may be executed in two or more counterparts (including by facsimile or by an electronic scan delivered by electronic mail), each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party hereto and delivered to the other party, it being understood that each party need not sign the same counterpart. This Assignment may be executed and delivered by facsimile or by an electronic scan delivered by electronic mail.

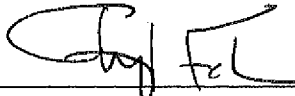
(d) Amendments. This Assignment may be amended, modified or waived only in accordance with Section 9.10 of the Asset Purchase Agreement.

[Signatures appear on the following page]

IN WITNESS WHEREOF, each party hereto has caused this Intellectual Property Assignment Agreement (Assigned Trademarks) to be duly executed on its behalf, on the day and year first above written.

ASSIGNOR:

**PROGRESS SOFTWARE
CORPORATION**

By: 
Name: Stephen Faberman
Title: Vice President, General Counsel and
Secretary

ASSIGNEE:

SOFTWARE AG

By: _____
Name: Arnd Zinnhardt
Title: Chief Financial Officer

By: _____
Name: Christine Schwab
Title: General Counsel

IN WITNESS WHEREOF, each party hereto has caused this Intellectual Property Assignment Agreement (Assigned Trademarks) to be duly executed on its behalf, on the day and year first above written.

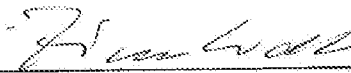
ASSIGNOR:

PROGRESS SOFTWARE
CORPORATION

By: _____
Name: Stephen Faberman
Title: Vice President, General Counsel and
Secretary

ASSIGNEE:

SOFTWARE AG

By: 
Name: Arnd Zinnhardt
Title: Chief Financial Officer

By: 
Name: Christine Schwab
Title: General Counsel

[Signature Page to Intellectual Property Assignment Agreement (Assigned Trademarks)]

TRADEMARK
REEL: 005235 FRAME: 0870

EXHIBIT A

Trademark-Related Intellectual Property

Jurisdiction	Mark	Status	Full Goods/Services
United States of America	APAMA RN: 3,026,372 AN: 78/170,942	United States of America Registered	(Int'l Class: 09) Computer software for use in information management, data analysis, data mining, reporting, querying and decision support; computer hardware; computer peripherals; prerecorded magnetic tapes and discs containing computer software for analysis and business intelligence; pre-recorded CDs containing computer software for data analysis and business intelligence; CD ROMs containing computer software for monitoring, storing, recording, processing and reproduction of real-time data. (Int'l Class: 42) Computer software consultation; computer systems analysis; computer software development and design; maintenance of computer software; updating of computer software for others.