

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300872

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Open Text Corporation		07/21/2010	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Vignette Partnership, LP		
Street Address:	2711 Centerville Road		
Internal Address:	Suite 400		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3348150	INVOICE CENTER	
Registration Number:	3348151	SINGLE CLICK ENTRY	
CORRESPONDENCE DATA			
Fax Number:	7032737684		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	703-273-7680		
Email:	rshapiro@sasiplaw.com		
Correspondent Name:	Ronald E. Shapiro		
Address Line 1:	11350 Random Hills Road, Suite 740		
Address Line 4:	Fairfax, VIRGINIA 22030		
ATTORNEY DOCKET NUMBER:	CPA11659-60		
NAME OF SUBMITTER:	Ronald E. Shapiro		
SIGNATURE:	/Ronald E. Shapiro/		
DATE SIGNED:	04/09/2014		
Total Attachments: 25			
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INTELLECTUAL PROPERTY AND ASSET TRANSFER AGREEMENT

THIS intellectual property transfer agreement (the "**Agreement**") effective as of dates specified between the parties listed in Schedule "A".

RECITALS:

- A. Capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to such terms in the schedules to this Agreement. For ease of reference, an index of intellectual property definitions is set out in Schedule "P".
- B. Old OTI is the owner of the *Old OTI Canadian IP* (as more particularly described on Schedule "B").
 - I. Effective June 27, 2010 at 10:30 EST, Old OTI desires to contribute the Old OTI Canadian IP to VO LLC for the Step 35B Unit Consideration (as more particularly described on Schedule "B") upon and subject to the terms and conditions set forth in this Agreement.
- C. VO LLC is the owner of the *Non-Canadian VO LLC IP* (as more particularly described in Schedule "C").
 - I. Effective June 27, 2010 at 11:00 EST, VO LLC desires to distribute the Non-Canadian VO LLC IP to its sole member OT USH in the amount of the Non-Canadian VO LLC IP Amount (as more particularly described in Schedule "C") upon and subject to the terms and conditions set forth in this Agreement.
- D. Vignette Australia is the owner of the *Australian IP* (as more particularly described on Schedule "D").
 - I. Effective June 27, 2010 at 11:45 EST, Vignette Australia desires to sell, and OTC desires to purchase, the Australian IP for the Step 37 Loan Consideration (as more particularly described on Schedule "D") upon and subject to the terms and conditions set forth in this Agreement.
 - II. Effective June 28, 2010 at 09:00 EST, OTC desires to contribute the Australian IP to OT Ltd. for the Step 45 Share Consideration (as more particularly described on Schedule "D") upon and subject to the terms and conditions set forth in this Agreement.
 - III. Effective June 28, 2010 at 09:30 EST, OT Ltd. desires to contribute the Australian IP to VO LLC, contemporaneously with VO LLC converting into Vignette Partnership, for the Step 47 Unit Consideration (Australian IP) (as more particularly described on Schedule "D") upon and subject to the terms and conditions set forth in this Agreement.
- E. Connectivity Partnership is the owner of the *Connectivity IP* (as more particularly described on Schedule "E").
 - I. Effective June 28, 2010 at 09:15 EST, Connectivity Partnership desires to sell, and OT Ltd. desires to purchase, the Connectivity IP for the Step 46 Loan Consideration (as more

particularly described on Schedule "E") upon and subject to the terms and conditions set forth in this Agreement.

- II. Effective June 28, 2010 at 09:30 EST, OT Ltd. desires to contribute the Connectivity IP to VO LLC, contemporaneously with VO LLC converting into Vignette Partnership, for the Step 47 Unit Consideration (Connectivity IP) (as more particularly described on Schedule "E") upon and subject to the terms and conditions set forth in this Agreement.
- F. OTC is the owner of the *OTC Software* (as more particularly described in Schedule "F").
- I. Effective June 28, 2010 at 10:00 EST, OTC desires to contribute the OTC Software to OT ULC for the Step 50A Share Consideration (as more particularly described in Schedule "F") upon and subject to the terms and conditions set forth in this Agreement.
- G. OT DT is the owner of the *OT DT IP* (as more particularly described on Schedule "G"). OT Software is the owner of the *OT Software IP* (as more particularly described in Schedule "G"). The OT DT IP and the OT Software IP are collectively referred to in this Agreement as the "*German IP*".
- I. Effective June 30, 2010 at 07:00 EST, OT DT desires to sell, and OT Software desires to purchase, the OT DT IP for the Step 61 Loan Consideration (as more particularly described on Schedule "G") upon and subject to the terms and conditions set forth in this Agreement.
 - II. Effective June 30, 2010 at 07:15 EST, OT Software desires to transfer the German IP to OT US LLC as partial repayment of the OT Software/OT US LLC Loan (as more particularly described in Schedule "G") in the amount of the German IP Amount (as more particularly described in Schedule "G") upon and subject to the terms and conditions set forth in this Agreement.
 - III. Effective June 30, 2010 at 07:30 EST, OT US LLC desires to distribute the German IP to its sole member OTC in the amount of the German IP Amount upon and subject to the terms and conditions set forth in this Agreement.
- H. OT Switzerland is the owner of the *Swiss IP* (as more particularly described on Schedule "H").
- I. Effective at 07:00 EST on the earlier of (i) July 1, 2010, and (ii) the effective date of the conversion of Open Text SARL into Open Text SA (such date, the "**Lux Conversion Date**"), OT Switzerland desires to sell, and OTC desires to purchase, the Swiss IP for the Step 89 Loan Consideration (as more particularly described on Schedule "H") upon and subject to the terms and conditions set forth in this Agreement.
- I. HB France is the owner of the *French IP* (as more particularly described on Schedule "I").
- I. Effective at 07:15 EST on the Lux Conversion Date, HB France desires to sell, and OTC desires to purchase, the French IP for the Step 90 Loan Consideration (as more particularly described on Schedule "I") upon and subject to the terms and conditions set forth in this Agreement.

- J. OT Austria is the owner of the *Austrian IP* (as more particularly described on Schedule "J").
- I. Effective at 07:30 EST on the Lux Conversion Date, OT Austria desires to distribute the Austrian IP to its sole shareholder OT Software in the amount of the Austrian IP Amount (as more particularly described in Schedule "J") upon and subject to the terms and conditions set forth in this Agreement.
 - II. Effective at 07:45 EST on the Lux Conversion Date, OT Software desires to transfer the Austrian IP to OT US LLC as partial repayment of the OT Software/OT US LLC Loan (as more particularly described in Schedule "G") in the amount of the Austrian IP Amount (as more particularly described in Schedule "J") upon and subject to the terms and conditions set forth in this Agreement.
 - III. Effective at 08:00 EST on the Lux Conversion Date, OT US LLC desires to distribute the Austrian IP to its sole member OTC in the amount of the Austrian IP Amount upon and subject to the terms and conditions set forth in this Agreement.
- K. OT UK is the owner of the *OT UK IP* (as more particularly described on Schedule "K"). Nstein Europe is the owner of the *Nstein Europe IP* (as more particularly described on Schedule "K"). The OT UK IP and the Nstein Europe IP are collectively referred to in this Agreement as the "*UK IP*".
- I. Effective at 08:15 EST on the Lux Conversion Date, OT UK desires to sell, and OTC desires to purchase, the OT UK IP for the Step 94A Loan Consideration (as more particularly described on Schedule "K") upon and subject to the terms and conditions set forth in this Agreement.
 - II. Effective at 08:30 EST on the Lux Conversion Date, Nstein Europe desires to sell, and OTC desires to purchase, the Nstein Europe IP for the Step 94B Loan Consideration (as more particularly described on Schedule "K") upon and subject to the terms and conditions set forth in this Agreement.
- L. Upon the completion of the transactions described in recitals G, H, I, J and K, OTC will be the owner of the Austrian IP, the French IP, the German IP, the Swiss IP, the UK IP and the *OTC Non-Software IP* (as more particularly described in Schedule "F") (collectively, the "*OTC IP*").
- I. Effective at 08:45 EST on the Lux Conversion Date, OTC desires to contribute the OTC IP to Vignette Partnership for the Step 95A Unit Consideration (as more particularly described on Schedule "L") upon and subject to the terms and conditions set forth in this Agreement.
- M. Upon the completion of the transactions described in recitals B, D, E and L, Vignette Partnership will be owner of the Australian IP, the Connectivity IP and the OTC IP (collectively, the "*Global IP*") and the Old OTI Canadian IP.
- I. Effective July 15, 2010 at 09:00 EST, Vignette Partnership desires to sell, and OT Luxembourg desires to purchase, the Non-Canadian Global IP (as more particularly described in Schedule "M") for the Step 95B Loan Consideration (as more particularly

**OPEN TEXT DOCUMENT TECHNOLOGIES
GmbH**

Per: Walter Lohse
Name:
Title:

Per: _____
Name:
Title:

OPEN TEXT SOFTWARE GmbH

Per: Walter Lohse
Name:
Title:

Per: _____
Name:
Title:

OT USA LLC

Per: _____
Name:
Title:

Per: _____
Name:
Title:

[Signature page for Global Intellectual Property and Asset Transfer Agreement]

SCHEDULE "A"

Parties:

Open Text Inc. (IL) ("**Old OTI**")
Vignette Operating, LLC ("**VO LLC**")
Open Text USA Holdings, Inc. ("**OT USH**")
Vignette Pty Limited ("**Vignette Australia**")
Open Text Corporation ("**OTC**")
Open Text Canada Ltd. ("**OT Ltd.**")
Hummingbird Connectivity Partnership ("**Connectivity Partnership**")
Vignette Partnership, LP ("**Vignette Partnership**")
Open Text ULC ("**OT ULC**")
Open Text Document Technologies GmbH ("**OT DT**")
Open Text Software GmbH ("**OT Software**")
OT USA LLC ("**OT US LLC**")
Open Text AG ("**OT Switzerland**")
Hummingbird France SAS ("**HB France**")
Open Text Software Austria GmbH ("**OT Austria**")
Open Text UK Ltd. ("**OT UK**")
Nstein Technologies Europe Limited ("**Nstein Europe**")
Open Text SARL (which becomes Open Text SA upon the conversion referred to in Section 23 of the Agreement) ("**OT Luxembourg**")

(collectively, the "**Parties**"; individually, a "**Party**")

Governing Law:

Canada

*Description of Group
IP:*

All existing and future intellectual property rights related to any of the products or services of OTC and its subsidiaries (such as *Teams (Artesia DAM)*, *the Livelink suite of product and services*, *FirstClass*, *Vista*, *Bitflash*, *HB Connectivity (Exceed, Host Explorer)*, *EDC*, *the Vignette suite of products and services*, *the Nstein suite or products and services*, *Gauss DM*, *IXOS DM*, *IXOS WCM*, *Tower Product*, *DT*, *DOMEA*, *Genio*, *Captaris RightFax*, *RedDot*, *BASIS*, *Bluebird*, *Optura*, *Dataware*, *Coreport*, *Launchforce*, and *HB Connectivity-Masetro*), including, without limitation:

- all inventions, improvements therefore and any patent granted by a government authority, any renewal therefore and any patent application filed with such government authority (collectively, the "**Patents**");
- all trademarks, service marks, logos, domain names, and trade names, and applications, registrations and renewals therefore (collectively, the "**Trademarks**");
- copyrightable works, including the legal right to the expression contained in any work of authorship fixed in any tangible medium of expression, and applications, registrations and renewals therefore (collectively, the "**Copyrights**");
- any business or technical information of any OTC group of companies' employee including, but not limited to, customer lists and designs, concepts, compilations of information, methods, techniques, procedures and processes, whether or not patentable, that is not generally know to other persons who are not subject to an obligation of non-disclosure and that derives actual value from not being generally know to other persons (collectively, the "**Customer Lists**");
- confidential business information (including know-how, marketing and selling knowledge, manufacturing and production processes and techniques, technical data, designs, drawings, specifications and engineering notebooks) (collectively, the "**Marketing Information**");
- all types of computer software programs, including operating systems, application programs, software tools and software embedded in equipment, and software source code (collectively, the "**Software**"); and
- industrial designs and applications therefore (collectively, the "**Industrial Designs**").

SCHEDULE "G"
GERMAN IP

<i>Description of OT DT IP:</i>	Any and all Group IP owned by OT DT anywhere in the world
<i>Description of OT Software IP:</i>	Any and all Group IP owned by OT Software anywhere in the world
<i>OT DT IP Amount:</i>	USDS
<i>Step 61 Loan Consideration:</i>	Loan agreement between OT Software (borrower) and Connectivity Partnership (lender) dated for reference June 30, 2010 in the principal amount of the OT DT IP Amount
<i>Description of OT Software/OT US LLC Loan:</i>	Loan evidenced by Loan 56 of the OTC intercompany loan summary FY 2010 between OT Software and OT US LLC
<i>OT Software IP Amount:</i>	USDS
<i>German IP Amount:</i>	USDS

THIS AMENDED AND RESTATED AMENDING AGREEMENT (the "Agreement") is entered into the 8 day of December, 2010, with effect as of and from July 21, 2010, by and among those parties set out on Schedule "A" attached hereto.

RECITALS

WHEREAS the parties entered into an intellectual property and asset transfer agreement (the "Global IP Transfer Agreement") effective as of the dates specified between the parties therein, to effect the transfers of intellectual property referred to therein to facilitate the integration and centralization of the global intellectual property of the Open Text group of companies;

AND WHEREAS Vignette Operating, LLC converted into Vignette Partnership, LP effective June 28, 2010;

AND WHEREAS Open Text USA Holdings, Inc. migrated to Luxembourg and continued as Open Text SARL ((Luxembourg) and predecessor to Open Text SA) effective June 28, 2010 at 18:00 EST, and Open Text SARL converted into Open Text SA effective July 21, 2010;

AND WHEREAS Open Text Inc. merged into Open Text LLC effective June 27, 2010, and Open Text LLC liquidated into Open Text SARL ((Luxembourg) and predecessor to Open Text SA) effective June 30, 2010;

AND WHEREAS Hummingbird Connectivity Partnership dissolved effective July 15, 2010;

AND WHEREAS the parties entered into an amending agreement (the "July 2010 Amending Agreement"), dated July 21, 2010, to amend certain provisions of the Global IP Transfer Agreement;

AND WHEREAS the parties wish to further clarify and amend certain provisions of the Global IP Transfer Agreement and to consolidate into one amending agreement all amendments to the Global IP Transfer Agreement and now wish to revoke, rescind and repeal the July 2010 Amending Agreement, and the provisions of this Amended and Restated Amending Agreement will replace the provisions of the July 2010 Amending Agreement in its entirety;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of these premises, the mutual covenants and agreements herein contained, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree as follows:

1. Recital G of the Global IP Transfer Agreement is hereby deleted in its entirety and replaced with the following:

OT DT is the owner of the *OT DT IP* (as more particularly described on Schedule "G"). OT Software is the owner of the *OT Software IP* (as more particularly described on Schedule "G"). The OT DT IP and the OT Software IP are collectively referred to in this Agreement as the "*German IP*".

- (1) Effective June 30, 2010 at 07:00 EST, OT DT desires to sell, and OT Software desires to purchase, the OT DT IP for the Step 61 Loan Consideration (as more particularly described on Schedule "G") upon and subject to the terms and conditions set forth in this Agreement.

- (II) Effective June 30, 2010 at 07:15 EST, OT Software desires to sell, and OT US LLC desires to purchase, the Non-Canadian German IP for the Step 61 Loan Consideration (as more particularly described on Schedule "G") and the Step 62 Intercompany Payable Amount (as more particularly described on Schedule "G"), in full repayment of the loan owing to OT US LLC upon and subject to the terms and conditions set forth in this Agreement.
- (III) Effective June 30, 2010 at 7:15 EST, OT Software desires to sell, and OTC desires to purchase, the Canadian German IP for the Step 62 Loan Consideration (as more particularly described on Schedule "G") upon and subject to the terms and conditions set forth in this Agreement.
- (IV) Effective June 30, 2010 at 07:30 EST, OT US LLC desires to distribute the Non-Canadian German IP, the Step 61 Loan Consideration (as more particularly described on Schedule "G") and the Step 62 Intercompany Payable Amount (as more particularly described on Schedule "G") to OTC upon and subject to the terms and conditions set forth in this Agreement.

2. Recital J of the Global IP Transfer Agreement is hereby deleted in its entirety and replaced with the following:

OT Austria is the owner of the *Austrian IP* (as more particularly described on Schedule "J").

- (I) Effective at 07:30 EST on the Lux Conversion Date, OT Austria desires to distribute the Austrian IP to its sole shareholder OT Software in the amount of the Austrian IP Amount (as more particularly described on Schedule "J") upon and subject to the terms and conditions set forth in this Agreement.
- (II) Effective at 08:00 EST on the Lux Conversion Date, OT Software desires to sell, and OTC desires to purchase, the Austrian IP for the Step 92 Loan Consideration (as more particularly described on Schedule "J") upon and subject to the terms and conditions set forth in this Agreement.

3. Recital K-1 is hereby inserted into the Global IP Transfer Agreement as follows:

Nstein Canada is the owner of the *Nstein Canada IP* (as more particularly described on Schedule "K-1").

- (I) Effective at 08:31 EST on the Lux Conversion Date, Nstein Canada desires to contribute the Nstein Canada IP to OT Ltd. for the OT Ltd. Share Consideration (as more particularly described on Schedule "K-1") upon and subject to the terms and conditions set forth in this Agreement.
- (II) Effective at 08:32 EST on the Lux Conversion Date, OT Ltd. desires to contribute the Nstein Canada IP to Vignette Partnership for the Nstein Unit Consideration (Nstein Canada IP) (as more particularly described on Schedule "K-1") upon and subject to the terms and conditions set forth in this Agreement.
- (III) Effective at 08:33 EST on the Lux Conversion Date, Vignette Partnership desires to sell, and OT Luxembourg desires to purchase, the Non-Canadian Nstein Canada IP (as more particularly described on Schedule "K-1") for the Non-Canadian Nstein Loan

Consideration (as more particularly described on Schedule "K-1") upon and subject to the terms and conditions set forth in this Agreement.

- (IV) Effective at 08:34 EST on the Lux Conversion Date, Vignette Partnership desires to sell, and OT ULC desires to purchase, the Canadian Nstein Canada IP (as more particularly described on Schedule "K-1") for the Canadian Nstein Loan Consideration (as more particularly described on Schedule "K-1") upon and subject to the terms and conditions set forth in this Agreement.
4. Recital M (I) and (II) of the Global IP Transfer Agreement are hereby amended by the deletion of July 15, 2010 at 09:00 EST and replacement with July 21, 2010 at 12:00 EST, and the deletion of July 15, 2010 at 09:15 EST and replacement with July 21, 2010 at 12:15 EST, respectively.
5. Section 6 of the Global IP Transfer Agreement is hereby deleted in its entirety and replaced with the following:

German IP Transactions

- (a) OT DT hereby sells to OT Software, and OT Software hereby purchases from OT DT, the OT DT IP effective June 30, 2010 at 07:00 EST for a purchase price equal to the OT DT IP Amount (as more particularly described in Schedule "G"), which purchase price shall be satisfied in full by the Step 61 Loan Consideration. OT DT (as Transferor) represents and warrants to OT Software (as Transferee) the Transferor Representations and OT Software (as Transferee) represents and warrants to OT DT (as Transferor) the Transferee Representations.
- (b) OT Software hereby sells to OT US LLC, and OT US LLC hereby purchases from OT Software, the Non-Canadian German IP effective June 30, 2010 at 07:15 EST for a purchase price equal to the Non-Canadian OT Software IP/OT DT IP Amount (as more particularly described in Schedule "G"), which purchase price shall be satisfied in full by the Step 61 Loan Consideration and the Step 62 Intercompany Payable Amount, in full repayment of the loan owing to OT US LLC (as more particularly described in Schedule "G"). OT Software (as Transferor) represents and warrants to OT US LLC (as Transferee) the Transferor Representations and OT US LLC (as Transferee) represents and warrants to OT Software (as Transferor) the Transferee Representations.
- (c) OT Software hereby sells to OTC, and OTC hereby purchases from OT Software, the Canadian German IP effective June 30, 2010 at 7:15 EST for a purchase price equal to the Canadian OT Software IP/OT DT IP Amount (as more particularly described on Schedule "G"), which purchase price shall be satisfied in full by the Step 62 Loan Consideration. OT Software (as Transferor) represents and warrants to OTC (as Transferee) the Transferor Representations and OTC (as Transferee) represents and warrants to OT Software (as Transferor) the Transferee Representations.
- (d) OT US LLC hereby confirms the distribution of the Non-Canadian German IP, the Step 61 Loan Consideration and the Step 62 Intercompany Payable effective June 30, 2010 at 07:30 EST to its sole member OTC. OT US LLC (as Transferor) represents and warrants to OTC (as Transferee) the Transferor Representations and OTC (as Transferee) represents and warrants to OT US LLC (as Transferor) the Transferee Representations.

6. Section 9 of the Global IP Transfer Agreement is hereby deleted in its entirety and replaced with the following:

Austrian IP Transactions

- (a) OT Austria hereby confirms the distribution of the Austrian IP effective at 07:30 EST on the Lux Conversion Date to its sole shareholder OT Software in the amount of the Austrian IP Amount. OT Austria (as Transferor) represents and warrants to OT Software (as Transferee) the Transferor Representations and OT Software (as Transferee) represents and warrants to OT Austria (as Transferor) the Transferee Representations. OT Software hereby confirms receipt of the Austrian IP from OT Austria.
- (b) OT Software hereby sells, and OTC hereby purchases from OT Software, the Austrian IP effective at 08:00 EST on the LUX Conversion Date, for a purchase price equal to the Austrian IP Amount. OT Software (as Transferor) represents and warrants to OTC (as Transferee) the Transferor Representations and OTC (as Transferee) represents and warrants to OT Software (as Transferor) the Transferee Representations. OTC hereby confirms receipt of the Austrian IP from OT Software.

7. Section 10-1 is hereby inserted into the Global IP Transfer Agreement as follows:

Nstein Canada IP Transactions

- (a) Nstein Canada hereby contributes the Nstein Canada IP to OT Ltd. effective at 08:31 EST on the Lux Conversion Date. OT Ltd. shall issue to Nstein Canada the OT Ltd. Share Consideration in consideration of the contribution of the Nstein Canada IP by Nstein Canada to OT Ltd. The OT Ltd. Share Consideration is calculated with reference to the Nstein Canada IP Amount (as more particularly described on Schedule "K-1"). Nstein Canada (as Transferor) represents and warrants to OT Ltd. (as Transferee) the Transferor Representations and OT Ltd. (as Transferee) represents and warrants to Nstein Canada (as Transferor) the Transferee Representations.
- (b) OT Ltd. hereby contributes the Nstein Canada IP to Vignette Partnership effective at 08:32 EST on the Lux Conversion Date. Vignette Partnership shall issue to OT Ltd. the Nstein Unit Consideration in consideration of the contribution of the Nstein Canada IP by OT Ltd. to Vignette Partnership. The Nstein Unit Consideration is calculated with reference to the Nstein Canada IP Amount. OT Ltd. (as Transferor) represents and warrants to Vignette Partnership (as Transferee) the Transferor Representations and Vignette Partnership (as Transferee) represents and warrants to OT Ltd. (as Transferor) the Transferee Representations.
- (c) Vignette Partnership hereby sells to OT Luxembourg, and OT Luxembourg hereby purchases from Vignette Partnership, the Non-Canadian Nstein Canada IP effective at 08:33 EST on the Lux Conversion Date for a purchase price equal to the Non-Canadian Nstein Canada IP Amount (as more particularly described in Schedule "K-1"), which purchase price shall be satisfied in full by the Non-Canadian Nstein Loan Consideration. Vignette Partnership (as Transferor) represents and warrants to OT Luxembourg (as Transferee) the Transferor Representations and OT Luxembourg (as Transferee) represents and warrants to Vignette Partnership (as Transferor) the Transferee Representations.

- (d) Vignette Partnership hereby sells to OT ULC, and OT ULC hereby purchases from Vignette Partnership, the Canadian Nstein Canada IP effective at 08:34 EST on the Lux Conversion Date for a purchase price equal to the Canadian Nstein Canada IP Amount (as more particularly described in Schedule "K-1"), which purchase price shall be satisfied in full by the Canadian Nstein Loan Consideration. Vignette Partnership (as Transferor) represents and warrants to OT ULC (as Transferee) the Transferor Representations and OT ULC (as Transferee) represents and warrants to Vignette Partnership (as Transferor) the Transferee Representations.
8. Section 12 (a) and (b) of the Global IP Transfer Agreement are hereby amended by the deletion of July 15, 2010 at 09:00 EST and replacement with July 21, 2010 at 12:00 EST, and the deletion of July 15, 2010 at 09:15 EST and replacement with July 21, 2010 at 12:15 EST, respectively.
9. Schedule "A" of the Global IP Transfer Agreement is hereby deleted in its entirety and replaced with the following:

SCHEDULE "A"
PARTIES TO AGREEMENT

Open Text Inc. (IL)*	("Old OTI")
Vignette Operating, LLC*	("VO LLC")
Open Text USA Holdings, Inc.*	("OT USH")
Vignette Pty Limited	("Vignette Australia")
Open Text Corporation	("OTC")
Open Text Canada Ltd.	("OT Ltd.")
Hummingbird Connectivity Partnership*	("Connectivity Partnership")
Vignette Partnership, LP	("Vignette Partnership")
Open Text ULC	("OT ULC")
Open Text Document Technologies GmbH	("OT DT")
Open Text Software GmbH	("OT Software")
OT USA LLC	("OT US LLC")
Open Text AG	("OT Switzerland")
Hummingbird France SAS	("HB France")
Open Text Software Austria GmbH	("OT Austria")
Open Text UK Ltd.	("OT UK")
Nstein Technologies Inc.	("Nstein Canada")
Nstein Technologies Europe Limited	("Nstein Europe")
Open Text SARL* (which becomes Open Text SA upon the conversion referred to in Section 23 of the Global IP Transfer Agreement)	("OT Luxembourg")

*Refer to recitals for status of entity

10. Schedule "B" of the Global IP Transfer Agreement is hereby deleted in its entirety and replaced with the following:

**SCHEDULE "B"
OLD OTI CANADIAN IP**

Description of Old OTI Canadian IP: Any and all Group IP owned by Old OTI in Canada

Old OTI Canadian IP Amount: USD\$

Step 35B Unit Consideration: units in the capital of VO LLC

11. Schedule "C" of the Global Transfer Agreement is hereby deleted in its entirety and replaced with the following:

**SCHEDULE "C"
NON-CANADIAN VO LLC IP**

Description of Non-Canadian VO LLC IP: Any and all Group IP owned by VO LLC anywhere in the world other than in Canada

Non-Canadian VO LLC IP Amount: USD\$

12. Schedule "D" of the Global IP Transfer Agreement is hereby deleted in its entirety and replaced with the following:

**SCHEDULE "D"
AUSTRALIAN IP**

Description of Australian IP: Any and all Group IP owned by Vignette Australia anywhere in the world

Australian IP Amount: USD\$

Step 37 Loan Consideration: Loan agreement between OTC (borrower) and Vignette Australia (lender) dated for reference June 27, 2010 in the principal amount of the Australian IP Amount

*Step 45 Share
Consideration:*



common shares in the capital of OT Ltd.

*Step 47 Unit
Consideration (Australian
IP):*

units of limited partnership interest in Vignette
Partnership (together with Connectivity IP totals units
of limited partnership interest)

13. Schedule "G" of the Global IP Transfer Agreement is hereby deleted in its entirety and replaced with the following:

**SCHEDULE "G"
GERMAN IP**

*Description of Non-
Canadian German IP:*

Any and all German IP anywhere in the world other than in Canada

*Description of Canadian
German IP:*

German IP other than Non-Canadian German IP

OT DT IP Amount:

USD\$

*Step 61 Loan
Consideration:*

Loan agreement between OT Software (borrower) and Open Text
Document Technologies GmbH (lender) dated for reference June
30, 2010 in the principal amount of the OT DT IP Amount

*Description of OT
Software/OT US LLC
Loan:*

Loan evidenced by Loan 56 of the OTC intercompany loan
summary FY 2010 between OT Software and OT US LLC

*Step 62 Intercompany
Payable:*

EUR

*Step 62 Loan
Consideration:*

Loan agreement between OTC (borrower) and OT Software
(lender) dated for reference June 30, 2010 in the principal amount of
EUR

OT Software IP Amount:

USD\$

German IP Amount:

USD\$

14. Schedule "J" of the Global IP Transfer Agreement is hereby deleted in its entirety and replaced with the following:

**SCHEDULE "J"
AUSTRIAN IP**

Description of Austrian IP: Any and all Group IP owned by OT Austria anywhere in the world

Step 92 Loan Consideration: Loan agreement between OTC (borrower) and OT Software (lender) dated for reference July 1, 2010 in the principal amount of EUR

Austrian IP Amount: USD\$

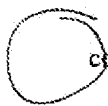
15. Schedule "K-1" is hereby inserted into the Global IP Transfer Agreement as follows:

**SCHEDULE "K-1"
NSTEIN CANADA IP**

Description of Nstein Canada IP: Any and all Nstein Canada IP owned by Nstein Canada anywhere in the world

Description of Non-Canadian Nstein Canada IP: Any and all Nstein Canada IP owned by Nstein Canada anywhere in the world other than Canada

Description of Canadian Nstein Canada IP: Any and all Nstein Canada IP owned by Nstein Canada in Canada

OT Ltd. Share Consideration:  common shares in the capital of OT Ltd.

Nstein Canada IP Amount: USD\$

Nstein Unit Consideration: [one] unit of limited partnership interest in Vignette Partnership

Non-Canadian Nstein Loan Consideration: Loan agreement between OT Luxembourg (borrower) and Vignette Partnership (lender) dated for reference July 21, 2010 in the principal amount of the Non-Canadian Nstein Canada IP Amount

*Non-Canadian Nstein
Canada IP Amount:* USD\$

*Canadian Nstein Loan
Consideration:* Loan agreement between OT ULC (borrower) and Vignette Partnership (lender) dated for reference July 21, 2010 in the principal amount of the Canadian Nstein Canada IP Amount

*Canadian Nstein Canada
IP Amount:* USD\$

16. Schedule "M" of the Global IP Transfer Agreement is hereby deleted in its entirety and replaced with the following:


**SCHEDULE "M"
GLOBAL IP**

*Description of Non-
Canadian Global IP:* Global IP anywhere in the world other than in Canada

*Step 95B Loan
Consideration:* Loan agreement between OT Luxembourg (borrower) and Vignette Partnership (lender) dated for reference July 21, 2010 in the principal amount of the USD\$:

*Non-Canadian Global IP
Amount:* USD\$

*Description of Canadian
Global IP:* Global IP excluding Non-Canadian Global IP

*Step 95C Share
Consideration:*  common shares in the capital of OT ULC

*Canadian Global IP
Amount:* USD\$

17. Schedule "P" of the Global IP Transfer Agreement is hereby deleted in its entirety and replaced with the following:

**SCHEDULE "P"
INDEX OF INTELLECTUAL PROPERTY DEFINITIONS**

<i>Defined Term</i>	<i>Reference</i>
Australian IP	Schedule "D"
Austrian IP	Schedule "J"
Canadian Global IP	Schedule "M"
Canadian German IP	Schedule "G"
Connectivity IP	Schedule "E"
French IP	Schedule "I"
German IP	Recital G, page 2
Global IP	Recital M, page 3
Group IP	Schedule "A"
Non-Canadian Global IP	Schedule "M"
Non-Canadian German IP	Schedule "G"
Non-Canadian VO LLC IP	Schedule "C"
Nstein Europe IP	Schedule "K"
Nstein Canada IP	Schedule "K-1"
Non-Canadian Nstein Canada IP	Schedule "K-1"
Canadian Nstein Canada IP	Schedule "K-1"
Old OTI Canadian IP	Schedule "B"
OT UK IP	Schedule "K"
OTC IP	Recital L, page 3

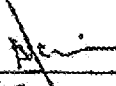
<i>Defined Term</i>	<i>Reference</i>
OTC Non-Software IP	Schedule "F"
OTC Software	Schedule "F"
Swiss IP	Schedule "H"
UK LP	Recital K, page 3

18. Except as expressly amended by this Amended and Restated Amending Agreement; the Global IP Transfer Agreement shall remain in full force and effect and the Global IP Transfer Agreement remains binding on the parties in accordance with its terms.
19. This Agreement may be executed in one or more counterparts (including counterpart by facsimile or electronic mail transmission) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

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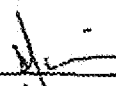
IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

OPEN TEXT CORPORATION

Per: 
Name: Gordon Davies
Title: Chief Legal Officer + Corporate Secretary

Per: _____
Name: _____
Title: _____

VIGNETTE PTY LIMITED

Per: 
Name: Gordon Davies
Title: Director

Per: _____
Name: _____
Title: _____

OPEN TEXT CANADA LTD.

Per: 
Name: Gordon Davies
Title: Director

Per: _____
Name: _____
Title: _____

VIGNETTE PARTNERSHIP, LP, by its general partner OPEN TEXT CANADA LTD.

Per: [Signature]
Name: Gordon Davies
Title: Director

Per: _____
Name: _____
Title: _____

OPEN TEXT ULC

Per: [Signature]
Name: Gordon Davies
Title: Director

Per: _____
Name: _____
Title: _____

OPEN TEXT DOCUMENT TECHNOLOGIES GmbH

Per: [Signature]
Name: WALTER WÄHLER
Title: MANAGING DIRECTOR

Per: _____
Name: _____
Title: _____

OPEN TEXT SOFTWARE GmbH

Per: [Signature]
Name: WALTER WÄHLER
Title: MANAGING DIRECTOR

Per: _____
Name: _____
Title: _____

OT USA LLC

Per: *Shackleton*
Name: John Shackleton
Title:

Per: _____
Name: _____
Title: _____

OPEN TEXT AG

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

HUMMINGBIRD FRANCE SAS

Per: *[Signature]*
Name: Gordan Davids
Title: Director

Per: _____
Name: _____
Title: _____

OPEN TEXT SOFTWARE AUSTRIA GmbH

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

OT USA LLC

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

OPEN TEXT AG

Per: A. Z
Name: Alexander Rubin
Title: Director

Per: _____
Name: _____
Title: _____

HUMMINGBIRD FRANCE SAS

Per: [Signature]
Name: Gordon Davis
Title: Director

Per: _____
Name: _____
Title: _____

OPEN TEXT SOFTWARE AUSTRIA GmbH

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

OT USA LLC

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Title: _____

Per: _____
Name: _____
Title: _____

OPEN TEXT AG

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Title: _____

Per: _____
Name: _____
Title: _____

HUMMINGBIRD FRANCE SAS

Per: _____
Name: Gordon Davies
Title: Director

Per: _____
Name: _____
Title: _____

OPEN TEXT SOFTWARE AUSTRIA GmbH

Per: Wolfgang Winkler
Name: WOLFGANG WINKLER
Title: MANAGER

Per: _____
Name: _____
Title: _____

OPEN TEXT UK LTD.

Per: _____
Name: Gordon Davies
Title: Director

Per: _____
Name: _____
Title: _____

WINSTEIN TECHNOLOGIES EUROPE LIMITED

Per: _____
Name: Christina Wardle
Title: Director


Per: _____
Name: _____
Title: _____

OPEN TEXT SA

Per: _____
Name: Gordon Davies
Title: Director

Per: _____
Name: _____
Title: _____

NSTEIN TECHNOLOGIES INC.

Per: 
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____