

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382000

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Autonomy Corporation PLC		09/28/2011	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Longsand Limited		
Street Address:	Autonomy House, Cambridge Business Park, Cowley Road		
City:	Cambridge		
State/Country:	UNITED KINGDOM		
Postal Code:	CB4 0WZ		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4183469	AURASMA	
Registration Number:	4289618	AURASMA	
Registration Number:	3736768	VIRAGE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	hptrademarks@hp.com		
Correspondent Name:	Kimberly Abel		
Address Line 1:	11445 Compaq Center Drive West		
Address Line 4:	Houston, TEXAS 77070		
NAME OF SUBMITTER:	Carolyn E. Knecht		
SIGNATURE:	/Carolyn E. Knecht/		
DATE SIGNED:	04/26/2016		
Total Attachments: 6			
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DATED 28 | 5 | 2011

AUTONOMY CORPORATION PLC

and

AUTONOMY SYSTEMS LIMITED

and

LONGSAND LIMITED

INTELLECTUAL PROPERTY

ASSIGNMENT

Baker & McKenzie LLP
London

Ref: AFC/PIO

DATE:

BETWEEN:

- (1) **AUTONOMY CORPORATION PLC**, a company incorporated under the laws of England and Wales, with registered number 03175909, whose registered office is at Cambridge Business Park, Cambridge, Cambridgeshire CB4 0WZ (the "**Parent**"); and
- (2) **AUTONOMY SYSTEMS LIMITED**, a company incorporated under the laws of England and Wales, with registered number 03063054, whose registered office is at Cambridge Business Park, Cambridge, Cambridgeshire CB4 0WZ ("**ASL**"), and together with the Parent, the "**Assignors**"; and
- (3) **LONGSAND LIMITED**, a company incorporated under the laws of England and Wales, with registered number 04598955, whose registered office is at Cambridge Business Park, Cambridge, Cambridgeshire CB4 0WZ (the "**Assignee**").

RECITALS:

- (A) The Parent owns the entire issued share capital of ASL and the Parent has agreed to transfer the entire issued share capital of the Assignee to ASL and executed a stock transfer form to transfer title to the same to ASL.
- (B) The Assignors are the owners of certain intellectual property rights and have agreed to assign such intellectual property rights to the Assignee in accordance with the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words and expressions have the following meanings:

"Assigned Rights"	means all Intellectual Property Rights owned by the Parent and ASL respectively at the date of this Agreement;
"Promissory Note"	a non-interest bearing promissory note in the agreed form set out in the Schedule to this Agreement with a par value equal to the market value of the Parent's Assigned Rights as of the date of this Agreement (taking due account of the licence granted by the Assignee to the Parent pursuant to clause 2.4 of this Agreement), such market value to be agreed by the Parent and the Assignee acting in good faith, or failing such agreement within 90 days from the date of this Agreement, to be determined by a firm of independent accountants nominated by the President for the time being of the Institute of Chartered Accountants of England and Wales, which firm of accountants shall act as an expert and not as an arbitrator and the determination of which firm of accountants shall be final and binding on both parties in the absence of manifest error and the costs of which shall be shared by the Parent and the Assignee equally;

- "Consideration Shares"** 999 (nine hundred and ninety-nine) ordinary shares with a par value of £1.00 credited as fully paid at par to rank pari passu with the existing issued ordinary share capital of £1.00 of the Assignee;
- "Intellectual Property Rights"** means all patents, rights in inventions, rights in designs, trade marks, trade and business names and all associated goodwill, rights to sue for passing off or for unfair competition, copyright, moral rights and related rights, rights in databases, topography rights, domain names, rights in information (including know-how and trade secrets) and all other similar or equivalent rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term and any past, present or future right to enforce such rights; and
- "VAT"** means value added tax as defined in the Value Added Tax Act 1994.

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

- (a) clause headings are inserted for ease of reference only and shall not affect construction;
- (b) any reference to a recital, clause or schedule is to the relevant recital, clause or schedule to this Agreement and any reference to a paragraph is to the relevant paragraph in which it appears; and
- (c) any reference to "include" or "including" (or any similar term) is not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.

2. ASSIGNMENT

- 2.1 In consideration of the issuance of the Consideration Shares by the Assignee to ASL, ASL hereby assigns to the Assignee all of its right, title and interest in and to the Assigned Rights.
- 2.2 In consideration of the issuance of the Promissory Note by the Assignee to the Parent, the Parent hereby assigns to the Assignee all of its right, title and interest in and to the Assigned Rights.
- 2.3 It is the intention of the Assignors and the Assignee that the assignment of the Assigned Rights pursuant to clauses 2.1 and 2.2 shall be effective as of the date of this Agreement from and after which the Assignee shall be the legal and beneficial owner of the Assigned Rights and, to the extent that legal ownership of the Assigned Rights is not transferred to the Assignee as of the date hereof, the Assignors shall hold such Assigned Rights as trustee for the Assignee.
- 2.4 In consideration of the assignments in clauses 2.1 and 2.2, the Assignee hereby grants both the Parent and ASL a worldwide, non-exclusive, sub-licensable, revocable on-demand, licence-back of the Assigned Rights for use in the ordinary course of their respective businesses. The Parent and ASL shall pay a royalty to the Assignee of such amount, and on

such other terms as to payment, as the parties agree from time to time to be at arm's length for the purposes of applicable transfer pricing legislation, in consideration for the license granted by the Assignee pursuant to this clause 2.4. effective as of the date of this Agreement.

2.5 The consideration payable pursuant to this clause 2 shall be exclusive of any applicable VAT.

3. FURTHER ASSURANCE

The Assignors and the Assignee agree that they will (at their own cost) at all times after the date of this Agreement do all acts and execute all documents as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee by this Agreement and the issuance of the Consideration Shares to ASL, including but not limited to: (a) the allotment and issuance of the Consideration Shares to ASL credited as fully paid at par; (b) the entry of the name of ASL in the register of members of the Assignee in respect of the Consideration Share; and (c) the delivery to ASL of a duly executed share certificate in the name of ASL in respect of the Consideration Shares.

4. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and supersedes any previous agreements between the parties relating to its subject matter.

5. GOVERNING LAW

The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by, and interpreted in accordance with, English Law and the parties hereto submit to the exclusive jurisdiction of the English courts for the purpose of enforcing any claim arising under or in relation to this Agreement.

6. GENERAL

6.1 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts and each such counterpart shall constitute an original of this Agreement but all of which together constitute one and the same instrument. This Agreement shall not be effective until each party has executed at least one counterpart.

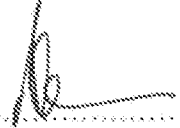
6.2 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person who is not a party to this Agreement may enforce any provision of it.

6.3 This Agreement has been executed by or on behalf of the parties on the date at the top of page 1 of this Agreement.

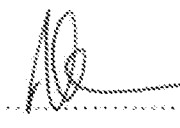
Signatures to this Agreement begin on the next page.

EXECUTED by the parties:

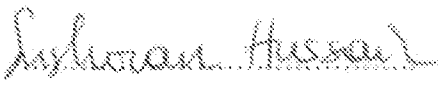
Signed for and on behalf of
AUTONOMY CORPORATION PLC:

Signature: 
Name: Andrew Kater
Title: COO
Date: 20/9/2011

Signed for and on behalf of
AUTONOMY SYSTEMS LIMITED:

Signature: 
Name: Andrew Kater
Title: COO
Date: 20/9/2011

Signed for and on behalf of
LONGSAND LIMITED:

Signature: 
Name: SYHWAN HUSSAIN
Title: CEO
Date: 20/9/2011

Schedule

Agreed form of Promissory Note

PROMISSORY NOTE

LONGSAND LIMITED, a company incorporated under the laws of England and Wales, with registered number 04598955, whose registered office is Cambridge Business Park, Cambridge, Cambridgeshire CB4 0WZ (the "**Issuer**") promises to pay to the order of Autonomy Corporation plc, a company incorporated under the laws of England and Wales, with registered number 03175909, whose registered office is at Cambridge Business Park, Cambridge, Cambridgeshire CB4 0WZ (the "**Parent**") the sum of £[] (in words [], which amount shall be payable on demand.

Interest shall not accrue on this Note.

This Note shall for all purposes be governed by and construed in accordance with English law and the parties irrevocably agree that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Note.

In witness whereof this Note has been signed and delivered on day of 2011.

SIGNED as a **DEED** by
LONGSAND LIMITED

acting by

.....
a Director, in the presence of:

.....

Witness Signature:

.....

Name:

Address:

Occupation: