

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433791

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CONNX SOLUTIONS INC.		09/27/2016	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SOFTWARE AG		
<b>Street Address:</b>	Uhlandstrasse 12		
<b>City:</b>	Darmstadt		
<b>State/Country:</b>	GERMANY		
<b>Postal Code:</b>	64297		
<b>Entity Type:</b>	German Stock Corporation: GERMANY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1990616	CONNX	
<b>Registration Number:</b>	3453074	CONNX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7036217155		
<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>			
<b>Phone:</b>	703-621-7140		
<b>Email:</b>	mailroom@mg-ip.com		
<b>Correspondent Name:</b>	P. Jay Hines		
<b>Address Line 1:</b>	4000 Legato Road		
<b>Address Line 2:</b>	Suite 310		
<b>Address Line 4:</b>	Fairfax, VIRGINIA 22033		
<b>NAME OF SUBMITTER:</b>	P. Jay Hines		
<b>SIGNATURE:</b>	/pjh/		
<b>DATE SIGNED:</b>	07/05/2017		
<b>Total Attachments: 7</b>			
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## ASSET PURCHASE AGREEMENT

**THIS PURCHASE AGREEMENT** ("Agreement"), dated as of the 27th day of September, 2016, is made and entered into by and between CONNX SOLUTIONS, INC., a Washington corporation ("CONNX"), and SOFTWARE AG, a German stock corporation ("Software AG"). CONNX is a wholly-owned subsidiary of Software AG USA, Inc., a Delaware corporation ("SAG USA"), which acquired all of the issued and outstanding stock of CONNX pursuant to a Stock Purchase Agreement, dated June 24, 2016, by and among SAG USA, CONNX, the Shareholders of CONNX and Douglas D. Wright, as Shareholders' Representative.

### Background

A. CONNX is the developer and owner of the CONNX Products and related Intellectual Property Rights (each as defined herein) and desires to sell and transfer and assign to Software AG all right, title, interest and moral rights in and to the CONNX Products and the related Intellectual Property Rights.

B. Software AG desires to purchase and accept the transfer and assignment from CONNX of the CONNX Products and the related Intellectual Property Rights.

NOW THEREFORE, with reference to the background set forth above and in consideration of the mutual agreements set forth herein, CONNX and Software AG do hereby agree as follows, and SAG USA by countersigning this Agreement does hereby indicate and give its consent to the following:

#### 1. DEFINITIONS.

- a. "CONNX Products" sometimes referred to collectively with any related Intellectual Property Rights owned by CONNX as "CONNX IP," refers to:
  - i. those Software (as defined herein) programs that are developed and owned by CONNX, including software programs provided by third parties outside the Software AG group that are, under separate license agreement executed with such third party, integrated into computer software programs developed by CONNX;
  - ii. any and all Intellectual Property Rights in and to such Software programs; and
  - iii. those additional items listed on Exhibit A attached hereto and made a part hereof.

- b. "Encumbrance" means any lien, pledge, collateral assignment, hypothecation, charge, mortgage, security interest, title retention, conditional sale or other security arrangement, or any charge, adverse claim of title, ownership or right to use, or any other encumbrance of any kind whatsoever.
- c. "Intellectual Property Rights" means all rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (i) patents and industrial property rights; (ii) trademarks, service marks, domain names, trade dress, logos, trade names, and other source identifiers; (iii) rights associated with works of authorship, including copyrights, moral rights, mask works and exclusive exploitation rights; (iv) trade secret rights and other rights in confidential and proprietary information, including know-how; (v) rights of privacy, publicity and endorsement; (vi) other proprietary rights in Technology of every kind and nature, including development rights; and (vii) all registrations, renewals, extensions, continuations, divisions, or reissues of, and applications for, any of the rights referred to in clauses (i) through (vi) above.
- d. "Software" means means computer software, code (in any form including source code and executable or object code), programs, subroutines, test results, test vectors, user interfaces, databases, web sites, web content and links and all versions and updates of the foregoing and documentation related thereto.
- e. "Technology" means all algorithms, application programming interfaces, apparatus, assay components, circuit designs and assemblies, databases and data collections, diagrams, formulae, gate arrays, IP cores, inventions (whether or not patentable), know-how, logos, marks (including brand names, product names, logos, and slogans), methods, network configurations and architectures, net lists, processes, proprietary information, protocols, schematics, specifications, Software, techniques, URLs, web sites, works of authorship, and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing such as instruction manuals, notebooks, prototypes, samples, studies, and summaries).

## 2. SALE OF CONNX IP.

- a. CONNX does hereby irrevocably sell, grant, convey, assign, transfer and deliver all of the CONNX IP to Software AG and Software AG does hereby accept such CONNX IP, as of the Effective Time hereinafter provided, to have and to hold all and singular the CONNX IP Assets hereby sold, granted, conveyed, assigned, transferred and delivered or intended so to be unto Software AG, its successors and

assigns, to and for its and their own use forever, together with all and singular the rights and claims of any kind thereunder belonging or in anywise incident or appertaining thereto.

- b. If the sale and assignment attempted to be made hereunder of any portion of the CONNX IP would:
  - i. be ineffective as between CONNX and Software AG without the consent of any third person; or
  - ii. would serve as a cause for terminating or invalidating any of the CONNX IP; or
  - iii. cause or serve as a cause for the loss of ownership thereof,

then such portion of the CONNX IP is temporarily excluded from the aforesaid sale and assignment. However, CONNX shall, to the greatest extent permitted, hold such portion of the CONNX IP for the exclusive use and benefit of Software AG until such consent has been obtained or the cause for terminating or invalidating the CONNX IP or of the loss of ownership thereof shall have been corrected. Upon obtaining such consent or correcting the cause for terminating or invalidating the CONNX IP or of the loss of ownership or use thereof, no further sale or assignment of the CONNX IP shall be required, but such CONNX IP shall automatically become vested in Software AG by virtue of this Agreement.

3. **CONSIDERATION.** Subject to the terms and conditions of this Agreement, CONNX will sell and assign to Software AG the CONNX IP, free and clear of all Encumbrances, and Software AG will purchase the CONNX IP from CONNX. The purchase price for the CONNX IP will be \$4,399,803 USD.
4. **ASSUMPTION OF LIABILITIES.**
  - a. For purposes of this Agreement, the term "Liabilities" shall mean, with respect to the CONNX IP being transferred pursuant to this Agreement, all of CONNX's liabilities, duties and obligations of every kind, character and description, whether known or unknown and whether accrued or contingent, including without limitation all liabilities, duties and obligations relating to the proper use of the Software Property and any of the other Rights.
  - b. As additional consideration for the sale, grant, conveyance, assignment, transfer and delivery made under Article 2 of this Agreement and for any sale, conveyances, assignments, transfers and deliveries made by CONNX to Software AG pursuant to Article 7 of this Agreement,

CONNX does hereby assume and agree to perform and fully discharge all of the Liabilities arising on or after the Effective Time.

- c. Software AG hereby agrees to indemnify, defend and hold harmless CONNX, its successors and assigns, of and from any and all losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of the Liabilities on or after the Effective Time, provided such losses, damages and expenses are not the result of the acts or omissions of CONNX, its successors and assigns or any of their agents or employees. CONNX hereby agrees to indemnify, defend and hold harmless Software AG, its successors and assigns, of and from any and all losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of the Liabilities prior to the Effective Time, provided such losses, damages and expenses are not the result of the acts or omissions of Software AG, its successors and assigns or any of their agents or employees.

5. **WARRANTIES.** ANY SALE, GRANT, CONVEYANCE, ASSIGNMENT AND TRANSFER MADE OR TO BE MADE HEREUNDER WILL BE MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF TITLE). ANY ASSETS GRANTED, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED HEREUNDER SHALL BE GRANTED, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS. CONNX EXPRESSLY DISCLAIMS ANY WARRANTIES OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE ASSETS. This Agreement is made, however, with full rights of substitution and subrogation of CONNX in and to all covenants, warranties and other rights of indemnification by others heretofore given or made with respect to any of the CONNX IP.
6. **TAXES AND FEES.** The parties agree that CONNX shall pay any and all sales, use and similar taxes arising out of the sales, grants, conveyances, assignments, transfers and deliveries to be made hereunder, and shall pay any and all documentary, filing and recording fees required in connection therewith.
7. **FURTHER ASSURANCES.** From time to time after the date hereof, and without any further consideration, CONNX will execute and deliver such instruments of sale, conveyance, assignment, transfer and delivery, and take such other action, as Software AG may reasonably request in order more effectively to vest in Software AG the CONNX IP to be sold, conveyed and assigned hereunder or intended so to be. After the date hereof, CONNX agrees to use its best efforts to obtain, without additional cost to Software AG, any and

all consents and approvals that may be necessary to vest all the CONNX IP in Software AG.

8. **GENERAL.**

- a. **Effective Time.** Regardless of when executed, this Assignment Agreement shall be effective as of 12:01 a.m., Eastern Standard Time (the "Effective Time") on September 1, 2016.
- b. **Headings.** All article or section headings in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any of the provisions hereof.
- c. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- d. **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.
- e. **Counterparts.** This Agreement may be executed in any number of counterparts, including one or more copies exchanged electronically by email, facsimile or via automatic signature application, all of which together shall constitute one agreement binding on the parties hereto.
- f. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia. The parties agree that venue and jurisdiction for any dispute relating to this Agreement shall be in the Federal or state courts for Fairfax County, in the Commonwealth of Virginia.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

ATTEST:

By:   
Assistant Secretary

CONNX, INC.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: [Signature]  
Secretary

SOFTWARE AG

By: [Signature]  
Name: Dr. Bernd Quast  
Title: General Counsel

SOFTWARE AG

By: [Signature]  
Name: Josef Gantner  
Title: SVP Finance

Seen and agreed for consent purposes only  
by:

SOFTWARE AG USA, INC.

ATTEST:

By: [Signature]  
Assistant Secretary

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT A**

**List of CONNX IP in Addition to CONNX Programs**

As of the Effective Time, the following are the only additional items of CONNX IP contemplated by Section 1.a.iii of the Agreement which are sold, granted, conveyed or assigned to Software AG.

• **Trademarks:**

Trademark	Registered / Application	Registration No. / Application No.	Class / Goods	Jurisdiction	Application Date	Registration Date	Renewal Date
Connx	Registered	Registration No. 1990616	009 – Computer software.	USPTO	2/10/1993	8/6/1996	8/6/2026
Connx	Registered	Registration No. 3453074.	042 – Software consultancy.	USPTO	10/22/2007	6/24/2008	6/24/2018
Infonaut	Registered	Registration No. 2696335.	009 – Computer software for database management.	USPTO	9/28/2000	3/11/2013	3/11/2023
Connx	Registered	Registration No. 001723642.	009 – Computer software.	European Community	6/12/2000	10/16/2001	6/30/2020
Connx	Application	Application No. 1606803.	009 / 042 – Computer software / computer consultancy.	Canada	12/14/2012	NA	NA

• **Unregistered Trademarks:**

- “DataSync”; “InstantdbSync”; “KPiSync”; “CONNX 12 SP2, CONNX 12, CONNX DB Adaptor, DataSync Transformation, CONNX Web Enablement, CONNX SSIS Add-in, CONNX Excel Add-in”.
- “CONNXStore”; “Fast Tuning Logic” (FTL); “Enterprise Server Service” (ESS)