

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546070

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WHEREESCAPE SOFTWARE LIMITED		09/18/2019	Limited Liability Company: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	IDERA SERVICES, INC.		
Street Address:	2950 North Loop Freeway West, Suite 700		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77092		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2930708	WHEREESCAPE	
CORRESPONDENCE DATA			
Fax Number:	4088501955		
<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>			
Phone:	4082664700		
Email:	PTOMail@TechMark.com		
Correspondent Name:	Martin R. Greenstein c/o TechMark		
Address Line 1:	4820 Harwood Road, 2nd Floor		
Address Line 4:	San Jose, CALIFORNIA 95124		
NAME OF SUBMITTER:	Angelique M. Riordan		
SIGNATURE:	/Angelique M. Riordan/		
DATE SIGNED:	10/21/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "**Agreement**") is made and entered into as of September 18, 2019, by and among WhereScape Software Limited (company number 1238050), a private limited company organized under the laws of New Zealand having its registered office at 12-16 Tapora Street, Quay Park, Auckland, 1010, New Zealand ("**Vendor Parent**"), WhereScape Asia Pte Limited (company number 201407787M), a private limited company organized under the laws of Singapore having its registered office at 8 Robines Road #14-00, ASO Building, Singapore 048544 (together with Vendor Parent, the "**Vendors**" and each a "**Vendor**") and Idera Services, Inc., a Delaware corporation having its principal office at 2950 North Loop Freeway West, Suite 700, Houston, Texas 77092 ("**US Purchaser**"). Each of the Vendors and US Purchaser may be referred to herein individually as a "**Party**" and collectively may be referred to herein as the "**Parties.**"

WHEREAS, the Vendors, the US Purchaser, Idera, Inc., a Texas corporation having its principal office at 2950 North Loop Freeway West, Suite 700, Houston, Texas 77092 ("**Purchaser Guarantor**"), and Idera Services NZ Limited, (company number 7698559), a private limited company organized under the laws of New Zealand having its registered office at 171 Featherston Street, Wellington Central, Wellington, 6011, NZ ("**NZ Purchaser**"), have entered into an Agreement for the Sale and Purchase of WhereScape Software Business, dated as of September 18, 2019 (the "**APA**"), pursuant to which the Vendors have agreed, among other things, to sell, assign, transfer and deliver to the US Purchaser all Intellectual Property Assets, and the US Purchaser has agreed to purchase and acquire from the Vendors all of the Intellectual Property Assets; and

WHEREAS, in accordance with Section 2.1 of the APA, the Vendors desire to assign to the US Purchaser all of the Intellectual Property Assets and the US Purchaser desires to purchase and acquire the Intellectual Property Assets;

NOW, THEREFORE, for the consideration set forth in the APA and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the US Purchaser and the Vendors hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the APA.

2. Assignment. Subject to the terms of the APA, Vendors hereby unconditionally sell, transfer, assign and deliver to US Purchaser, and US Purchaser hereby unconditionally purchases and acquires from Vendors, all of Vendors' right, title and interest in and to the Intellectual Property Assets, including, but not limited to, (i) all trademark registrations and applications set forth on Schedule I hereto (as may be supplemented or updated from time to time after the date hereof by the Parties), including all goodwill related to any trademarks and trademark rights included in the Intellectual Property Assets; (ii) all pending patent applications and registered patents set forth on Schedule I hereto (as may be supplemented or updated from time to time after the date hereof by the Parties), including all rights in any or all countries of the world to apply for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any of the Intellectual Property Assets and the inventions, invention disclosures, and discoveries therein; (iii) all copyright registrations and applications set forth on Schedule I hereto (as may be supplemented or updated from time to time after the date hereof by the Parties); and (iv) all Internet domain name registrations set forth on Schedule I hereto (as may be supplemented or updated from time to time after the date hereof by the Parties), and including, in each case, any renewals and extensions of the registrations, all goodwill associated therewith, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for US Purchaser's own use and enjoyment, and for the use and enjoyment of US Purchaser's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Vendors if this Assignment had not

been made, together with the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements or other impairments of such Intellectual Property Assets, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements or other impairments of such Intellectual Property Assets, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) any other rights of any kind whatsoever of the Vendors accruing thereunder, including all rights to collect royalties or other payments under or on account of any of the Intellectual Property Assets. Vendors hereby request the Commissioner of Patents and Trademarks and the Register of Copyrights of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record US Purchaser as the assignee and owner of the Intellectual Property Assets set forth on Schedule I. Vendors agree that the foregoing assignment, transfer, and conveyance shall be automatically effective with respect to all Intellectual Property Assets developed or otherwise acquired by the Vendors after the Completion Date without the need for any further action to effectuate or perfect such assignment, transfer, or conveyance.

3. Excluded Assets. Notwithstanding anything herein or in the APA to the contrary, the Vendors do not hereby sell, transfer, assign or deliver to the US Purchaser, and the US Purchaser does not hereby purchase or acquire from the Vendors any right, title or interest in or to any Excluded Assets.

4. Entire Agreement; Conflict with APA. This Agreement and the APA constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding anything to the contrary contained herein, the terms of this Agreement are subject to the terms, provisions, conditions and limitations set forth in the APA and the Vendors and the US Purchaser hereby acknowledge and agree that neither the representations and warranties nor the rights, remedies or obligations of the parties to the APA shall be deemed to be enlarged, diminished, modified or altered in any way by this Agreement. In the event the terms of this Agreement conflict with the terms of the APA, the terms of the APA shall govern.

5. Further Assurances; Successors and Assigns. Each Party shall from time to time after the delivery of this Agreement, at the other Party's reasonable request and expense but without further consideration, execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances presented by such other Party as reasonably necessary to effectively consummate, confirm or evidence the assignment of the Intellectual Property Assets to the US, as contemplated hereunder and under the APA, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein; and (3) in the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and permitted assigns of each Party hereto.

6. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

7. Governing Law. This Agreement 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).

8. Counterparts. This Agreement may be executed in one or more counterparts, all of which such counterparts taken together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the US Purchaser and the Vendors have executed this Agreement as of the date first written above.

US PURCHASER:

IDERA SERVICES, INC.

By: 
Name: Randall E. Jacobs
Title: Chief Executive Officer

VENDORS:

WHEREESCAPE SOFTWARE LIMITED

By: _____
Name: _____
Title: _____

WHEREESCAPE ASIA PTE LIMITED

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the US Purchaser and the Vendors have executed this Agreement as of the date first written above.

US PURCHASER:

IDERA SERVICES, INC.

By: _____
Name: Randall E. Jacobs
Title: Chief Executive Officer

VENDORS:

WHEREESCAPE SOFTWARE LIMITED

By: _____
Name: Michael Whitehead
Title: Director

WHEREESCAPE ASIA PTE LIMITED

By: _____
Name: JASON LAWS
Title: DIRECTOR

SCHEDULE I

INTELLECTUAL PROPERTY ASSETS

Trademark Registrations

	Country of registration	Registration number	Trade mark	Class and specification	Status	Renewal date
1	New Zealand	682996	WHERESECAPE	9 - software for data warehousing; software development programmes; programming environment software	Registered 15 January 2004	15 July 2020
2	New Zealand	682997	WHERESECAPE	42 – computer software consultation and design; computer software development; installation and maintenance of computer software; consulting services in relation to data warehousing	Registered 15 January 2004	15 July 2020
3	USA	2930708	WHERESECAPE	9 - software to automate data warehousing; computer software development tools; program development environment software; computer programs for running development programs and application programs in a common development environment 42 – computer software consultation and design; computer software development; installation and maintenance of computer software; consulting services in relation to data warehousing	Registered 8 March 2005	8 March 2024
4	European Union	003610871	WHERESECAPE	9 - software for data warehousing; software development programmes; programming environment software 42 – computer software consultation and design; computer software development; installation and maintenance of computer software; consulting services in relation to data warehousing	Registered 22 June 2005	20 December 2023
5	China	6645311	WHERESECAPE	9 – Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; compact discs, DVDs and other digital recording media; mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment, computers; computer software; fire-	Registered 21 May 2010	20 May 2020

	Country of registration	Registration number	Trade mark	Class and specification	Status	Renewal date
				extinguishing apparatus		
6	China	6645310	WHERE SCAP E	42 – Scientific and technological services and research and design relating thereto; industrial analysis and research services; design and development of computer hardware and software; computer programming; installation, maintenance and repair of computer software; computer consultancy services; design, drawing and commissioned writing for the compilation of web sites; creating, maintaining and hosting the web sites of others; design services.	14 August 2010	13 August 2020

Software and all Copyrights and Intellectual Property Rights therein

Product	Description
WhereScape RED	Automates the development, deployment, and operation of data infrastructure and big data integration projects.
WhereScape 3D	Automated design software for planning, modelling, designing and prototyping data infrastructure projects.
WhereScape Data Vault Express	Automates the data vault lifecycle of data vault solutions.
WhereScape automation with Streaming	An optional add-on to WhereScape RED to use Streaming to ingest and process real-time data streams.
Migration Express	Move existing data warehouses, data vaults and data marts, to the cloud quickly and cost effectively.

Domain Name Registrations

Domain name
wherescapesoftware.com
wherescape.co.uk
wherescape.com
wherescape.com
wherescape.red
wherescapeconnect.com
wherescape.eu