

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GoldenGate Software, Inc.		09/30/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Oracle International Corporation		
Street Address:	500 Oracle Parkway		
City:	Redwood Shores		
State/Country:	CALIFORNIA		
Postal Code:	94065		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2949762	GOLDENGATE	
Serial Number:	77068900	GOLDENGATE VERIDATA	
CORRESPONDENCE DATA			
Fax Number:	(781)846-0062		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	781-585-4504		
Email:	jlaivalley@gtclawgroup.com		
Correspondent Name:	Jennifer Lavalley, GTC Law Group LLP		
Address Line 1:	400 Blue Hill Drive, Suite 2		
Address Line 4:	Westwood, MASSACHUSETTS 02090		
ATTORNEY DOCKET NUMBER:	ORACLE GOLDENGATE TM		
NAME OF SUBMITTER:	Jennifer Heisler Lavalley		
Signature:	/JHL/		
Date:	12/03/2009		

CH \$65.00 2949762

Total Attachments: 6

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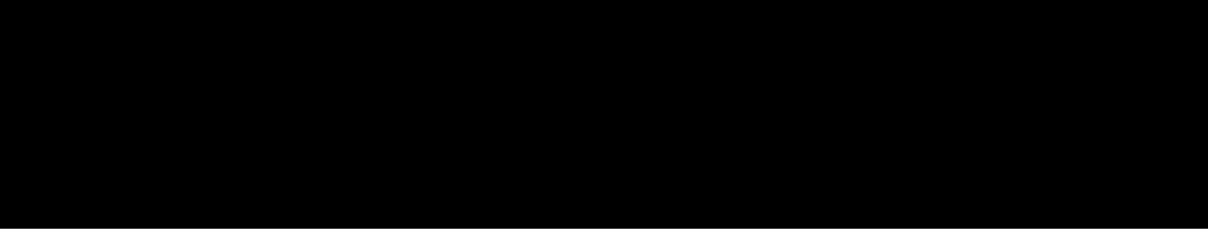
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ORACLE / GOLDENGATE

IP TRANSFER AGREEMENT

THIS ORACLE / GOLDENGATE IP TRANSFER AGREEMENT (this "Agreement") is made and entered into as of October 1, 2009 by and among Oracle Systems Corporation, a Delaware corporation ("OSC"), Oracle International Corporation, a California corporation ("OIC") and GoldenGate Software Inc., a California corporation ("GoldenGate"), a direct, wholly-owned subsidiary of Oracle Corporation, a Delaware corporation ("OC").

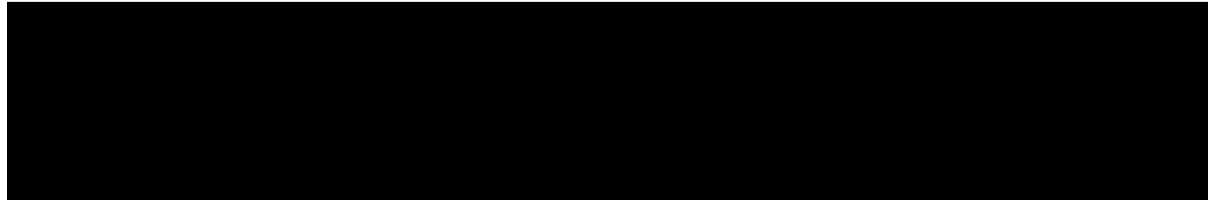
RECITALS



WHEREAS, in connection with the Reorganization and pursuant to the Plan, it is contemplated that GoldenGate will merge with and into OSC, pursuant to which merger OSC will continue as the surviving entity (the "Merger");

WHEREAS, in connection with the Reorganization and pursuant to the Plan, it is contemplated that, immediately prior to the Merger, OSC will cause GoldenGate to transfer directly to OIC all of its IP Assets (as defined herein), and that OIC will assume all of GoldenGate's obligations with respect to such IP Assets (the "IP Transfer");

WHEREAS, as contemplated by the Plan, this Agreement is intended to effect the IP Transfer with an effective time as of 12:00 a.m. Pacific Daylight Time (the "Effective Time") on October 1, 2009 (the "Effective Date"); and



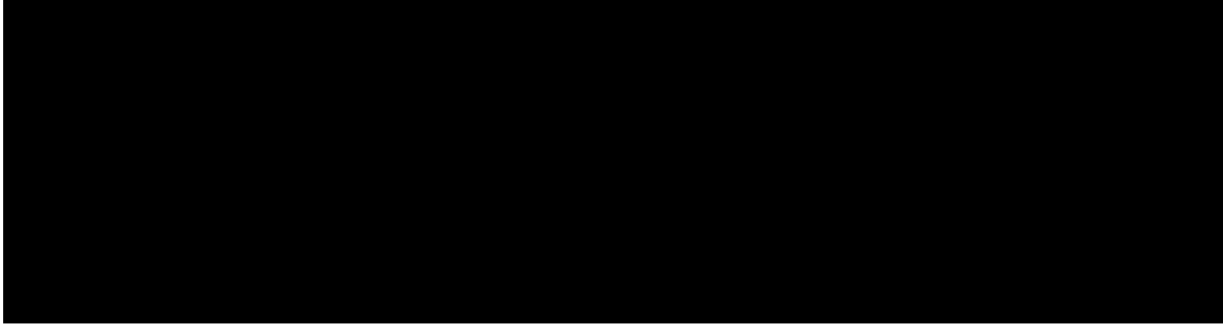
AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE 1
AUTHORIZATION AND TRANSFER OF IP ASSETS**

Section 1.1. Parent Entity Authorization and Directive. Based on the foregoing recitals, OSC hereby authorizes and directs GoldenGate to make the assignments described below to OIC on behalf of OSC, to facilitate and effectuate the IP Transfer as contemplated above.

Section 1.2. Transfer of IP Assets. Upon and subject to the terms and conditions of this Agreement, as of the Effective Time, GoldenGate hereby assigns, agrees to assign, transfers, conveys and delivers to OIC and OIC hereby acquires and accepts, with the right for OIC to, subsequent to the transfer and assignment, control, use, enforce, further transfer (granting the acquirer the same rights), assign, license, sub-license, alter, amend, update, develop, create derivative works of or otherwise dispose of:

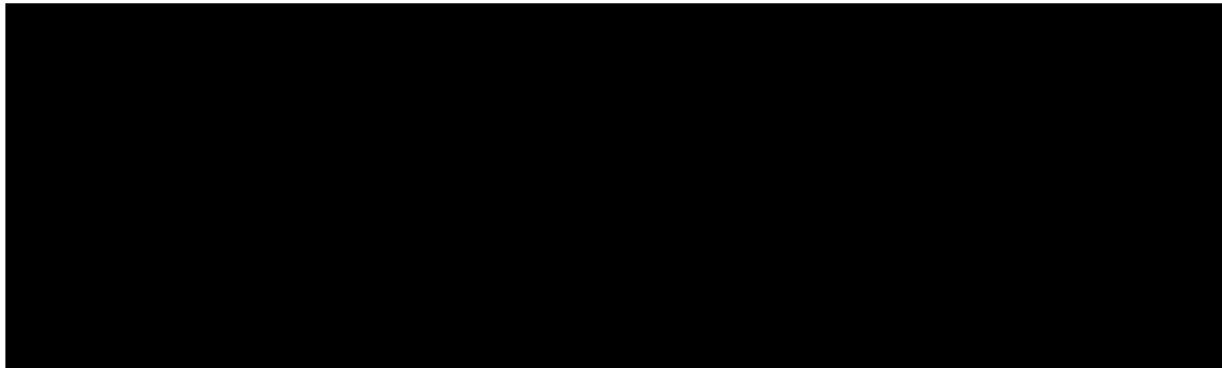


(b) Tradenames and Trademarks. All of its rights, title, and interest in all global tradenames, trademarks, service marks, trade dresses, logos, designs and slogans, whether in word mark, stylized or design format, registered and unregistered acquired from GoldenGate (the "Marks"), together with the goodwill of GoldenGate's business connected with the use of and symbolized by the Marks and all the rights and privileges that inhere in such Marks (the Marks and such Marks-related goodwill, rights and privileges are collectively referred to in this Agreement as the "Assigned Marks"); and

(c) Other Goodwill and Going Concern Value. All of its right, title and interest in the other (non-Marks-related) goodwill and going concern value of GoldenGate's business not embodied in or included as part of the Assigned Software IP and the Assigned Marks (collectively referred to in this Agreement as, the "Other Goodwill"). (The Assigned IP, the Assigned Marks and the Other Goodwill are collectively referred to in this Agreement as the "IP Assets").



Section 1.4. Deliveries. GoldenGate will deliver to OIC such documents as are necessary to transfer the assets listed in Section 1.1 above.



Section 1.6. Acknowledgment. GoldenGate acknowledges that, from and after the Effective Time, OIC is the owner of all right, title and interest in and to the IP Assets in any form or embodiment thereof. GoldenGate will not at any time do or suffer to be done any act or thing which may materially adversely affect any rights of OIC in or to the IP Assets. OIC acknowledges that GoldenGate may have granted certain licenses and other rights to the IP Assets and that OIC acquires such IP Assets subject to such licenses and other rights.

Section 1.7. Enforcement and Maintenance of the IP Assets. GoldenGate and OIC acknowledge and agree that the IP Transfer hereunder includes the assignment by GoldenGate to OIC of all rights to sue for or otherwise enforce past, present and future infringement claims with respect to the IP Assets and to freely control any such lawsuits or settlements of the same, including the right to collect past damages. As the owner of the IP Assets, OIC will defend against any and all past, present or future claims, suits, actions, proceedings, losses, damages, liabilities, costs and expenses arising from, or attributable to, any allegation that the IP Assets infringe the intellectual property or proprietary rights of any third party. For the avoidance of doubt, OIC shall be responsible for the maintenance of any patents or other IP Assets required by the U.S. Patent & Trademark Office or any other governmental or regulatory body.

Section 1.8. Cooperation. GoldenGate will take all actions necessary to execute any and all documents as may be reasonably requested by OIC from time to time to fully vest or perfect in OIC all right, title and interest in and to the IP Assets pursuant to this Agreement. Such actions may include without limitation, providing documents and information useful or necessary to prosecuting any application to register or perfect any of the IP Assets, maintaining any trademark registration, or pursuing or defending any administrative, court or other legal proceeding involving one or more of the IP Assets.

ARTICLE 2 MISCELLANEOUS PROVISIONS

Section 2.1. Further Assurances. The parties hereto will each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement. Except as otherwise expressly provided in this Agreement, neither GoldenGate nor OIC will be obligated to incur any out-of-pocket costs, expenses and fees in connection with its obligations under this Section 2.1, including, without limitation, any attorneys' fees, recording, assignment or other similar fees.

Section 2.2. Governing Law. The internal laws of the State of California (without reference to its principles of conflicts of law) govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise).

Section 2.3. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

Section 2.4. Entire Agreement. This Agreement constitutes the final agreement by and among the parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements by and among the parties with respect to the matters contained herein are superseded by this Agreement.

Section 2.5. Third Party Beneficiaries. Nothing in this Agreement is intended, nor shall it be constructed, to confer any rights or benefits upon any person (including, but not limited to, any employee or former employee of any party hereto) other than the parties hereto.

Section 2.6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that no party hereto will assign its rights or delegate its obligations under this Agreement without the express written consent of the other parties hereto, unless such assignment or delegation is to an affiliate of a party, in which case, no such consent is required.

Section 2.7. Amendment. No change, modification or amendment of this Agreement shall be valid or binding on the parties unless such change or modification shall be in writing signed by the party or parties against whom the same is sought to be enforced.

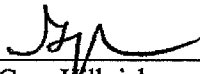
Section 2.8. Counterparts. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. The signatures of all parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.

(This space intentionally left blank.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

"OSC"

ORACLE SYSTEMS CORPORATION, a
Delaware corporation

By: 
Name: Greg Hilbrich
Title: Senior Vice President, Taxation
Date: September 30, 2009

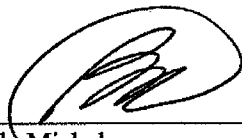
"OIC"

ORACLE INTERNATIONAL CORPORATION, a
California corporation

By: _____
Name: Thomas J. Angioletti
Title: Senior Vice President, Intellectual Property
Date: September _____, 2009

"GOLDENGATE"

GOLDENGATE SOFTWARE, INC., a California
corporation

By: 
Name: Brady Mickelsen
Title: Vice President
Date: September 30, 2009

[Signature Page to Oracle / GoldenGate IP Transfer Agreement]

TRADEMARK
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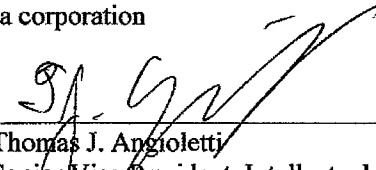
“OSC”

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[Signature Page to Oracle / GoldenGate IP Transfer Agreement]