

**ZOPE CORPORATION / ZOPE FOUNDATION
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

(“Agreement”), is made this 1st day of March, 2006, by and between ZOPE CORPORATION, a Delaware corporation with its principal place of business at 513 Prince Edward Street, Fredericksburg, Virginia 22401 (“Assignor”), and THE ZOPE FOUNDATION, a Delaware non-profit corporation with its principal place of business at 513 Prince Edward Street, Fredericksburg, Virginia 22401 (“Assignee”).

W I T N E S S E T H:

WHEREAS, the Assignor is engaged in the creation, development and refinement of certain software programs and other intellectual property and information associated with its business;

WHEREAS, Assignee is a software foundation formed to advance the creation, evolution, promotion, adoption and support of the Zope Platform and to cultivate both an open source community and an ecosystem of complementary products, capabilities, and services; and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to obtain from Assignor, all of Assignor’s right, title and interest in and to certain software and the intellectual property rights pertaining thereto.

NOW, THEREFORE, for and in consideration of the recitals specifically incorporated herein as well as mutual covenants and agreements and other good and valuable consideration contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Rights. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to (i) all of the software listed on Exhibit A attached hereto and made a part hereof, and (ii) any and all other software in the www.zope.org repository to which Assignor has been given rights by virtue of the Zope.org software contribution process and agreement, including the source code and object code thereto, and all improvements, modifications, enhancements and derivative works relating to any of the foregoing, created, developed or acquired by Assignor up to the date hereof (collectively, the “Software”), all goodwill associated therewith, all patent, trademark, trade secret, copyright, know-how, technical information and all associated moral rights, any other intellectual property rights and the right to secure such intellectual property rights and registrations worldwide, in the name of Assignee or otherwise, and all present and future rights of every kind pertaining to the Software,

whether or not such rights are now known, recognized, or contemplated by the parties to this Agreement (all of the foregoing the “Intellectual Property”). Assignor further assigns to Assignee, and Assignee hereby accepts, all renewals of intellectual property rights and registrations, and the right to renew such intellectual property rights and registrations worldwide, in the name of Assignee or otherwise, in the Intellectual Property and any part thereof.

2. Specific Rights Assigned. The rights herein acquired by Assignee from Assignor shall include but not be limited to the following: (1) the entire literary, mechanical or electronic reproduction of the Intellectual Property, and any radio, television, satellite, cable, Internet (including the world wide web), computer network and other broadcasting rights in the Intellectual Property for all countries of the world and in all languages and all other rights of any type or kind that may hereafter be invented, discovered, or come into existence without any obligation to pay Assignor beyond the terms of this Agreement; (2) subject to Section 3 below, the unrestricted right to display, reproduce, distribute, transfer, resell, license, sub-license, or assign the Intellectual Property or of any of its rights hereunder, in whole or in part to any person or entity; (3) the unrestricted right to debug, correct, alter, update, change, enhance, improve, translate, adapt, arrange, transpose, add to, interpolate in and subtract from such Intellectual Property and to create derivative works to such extent as Assignee, in its sole discretion, may deem expedient in the exercise of the rights assigned to it, and to use parts of such Intellectual Property in conjunction with any other work or works in any manner and to secure intellectual property rights and registrations for all such versions or derivative works in Assignee’s name or otherwise in Assignee’s sole discretion; (4) the unrestricted right to recover for damages and profits for past, present and future misappropriations and/or infringements thereof and to enjoin any and all present and future misappropriation and/or infringing uses of the Intellectual Property; and (5) the unrestricted right to all renewals of intellectual property rights and registrations, and the right of Assignee to renew and secure renewals of intellectual property rights and registrations worldwide, in Assignee’s name or otherwise, in such Intellectual Property and in all versions made pursuant to this Agreement.
3. Licensing by Assignee. Notwithstanding any other provision of this Agreement, the licensing by Assignee of any Intellectual Property shall be under the terms of the Zope Public License (ZPL) or such other license approved by the Board of Directors of Assignee. In no circumstances will Assignee license any Intellectual Property under terms and conditions that assert “copyleft” provisions on derivative works. This includes but is not limited to the GNU General Public License (GPL).
4. Grant Back License. Assignee hereby grants to Assignor a non-exclusive, irrevocable, worldwide, royalty-free, sub-licensable right and license to use, copy, modify, and distribute any of the Intellectual Property to the extent necessary for Assignor to fulfill its obligations under any license agreements existing on or prior to the date hereof.

5. Representations and Warranties. Assignor warrants and represents that (i) to the best of its knowledge, it has full title in and ownership of the Intellectual Property; (ii) it has no actual knowledge of any third party intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Intellectual Property; and (iii) it has the right, authority and power to enter into this Agreement.
6. Cooperation. Following the execution of this Agreement, each party shall deliver to the other such further information and documents and shall execute and deliver to the other such further instruments and agreements as the other party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other party the benefits of this Agreement.
7. Appointment as Attorney in Fact. In the event Assignee shall be unable for any reason to obtain Assignor's signature on any document necessary for any purpose set forth in this Agreement, Assignor hereby irrevocably appoints Assignee to be its attorney, in Assignor's name, or otherwise, but for the benefit of Assignee, and at Assignee's expense, to execute all documents which may be necessary or proper to obtain, renew or secure renewals of any intellectual property rights in the Intellectual Property or versions thereof; to enforce and protect all intellectual property rights in such intellectual property assets to prevent infringement; to litigate and collect all damages arising from any infringement; and if requested by Assignee, to join Assignee as a party plaintiff or defendant in any such suit for infringement. This power of attorney shall not be affected by the Assignor's subsequent liquidation or dissolution.
8. Recordation. Assignee shall have the right to record freely this Agreement, as it deems appropriate, to give notice of its assigned rights contained in this Agreement including, without limitation, recording this Agreement with the United States Patent and Trademark Office, the United States Copyright Office or any other intellectual property registration office or registration entity worldwide.
9. Applicable Law. This Agreement shall be construed by and interpreted in accordance with the laws of the United States and the Commonwealth of Virginia without reference to its conflict of laws provisions.
10. Jurisdiction and Venue. The parties hereby irrevocably consent to the jurisdiction of the United States District Court for the Eastern District of Virginia, Richmond Division, to the extent that such court has subject matter jurisdiction, or, alternatively to the Circuit Court for the City of Fredericksburg, Virginia, for any claims or causes of action arising out of or relating to this Agreement. Further, the parties hereby waive any objection they may have to either the jurisdiction or venue of such courts.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
12. General. This Agreement represents the entire and final agreement of the parties hereto concerning the subject matter hereof, and supercedes all prior discussions, negotiations, correspondence and agreements concerning such subject matter. This Agreement may not be amended or modified in whole or part except in a writing signed by the parties. This Agreement shall inure to the benefit of the successors and assigns of Assignee, and shall inure to the benefit of and be binding upon the heirs, legal representatives, and assigns of Assignor. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of any right, shall constitute a waiver of that or any other right.

IN WITNESS WHEREOF, Assignor and Assignee have signed this Agreement as of the date first written above.

ASSIGNOR:

ZOPE CORPORATION,
a Virginia corporation

By: _____

Name: _____

Its: _____

ASSIGNEE:

THE ZOPE FOUNDATION,
a Delaware non-profit corporation

By: _____

Name: _____

Its: _____

EXHIBIT A

SOFTWARE

1. The Zope Application Server
2. The Zope Content Management Framework (CMF)

#743179 v1 031223.00001