

01-11-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLYAttorney Docket No. 16433-0200
U.S. DEPARTMENT OF COMMERCE
Patents and Trademark OfficeFORM PTO-1594
1-31-92

1999 JAN -7 PM 3:25

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

PRICE WATERHOUSE LLP

- ☐ Individual(s) ☐ Association
☐ General Partnership ☒ Limited Partnership
☐ Corporation-State:
☐ Other

Additional name(s) of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date:

2. Name and address of receiving party(ies):

Name: ORACLE CORPORATION

Internal Address:

Street Address: 500 ORACLE PARKWAY

City: REDWOOD SHORES State: CA ZIP: 94065

- ☐ Individual(s) citizenship
☐ Association

- ☐ General Partnership
☐ Limited Partnership

☒ Corporation-State: DELAWARE☐ OtherIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designation must be a separate document from Assignment)

Additional names and addresses attached? ☐ Yes ☒ No

4. Application Number(s) or Registration Number(s).

A. Trademark Application No(s):

B. Trademark Registration No(s): 2,146,944

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John A. Hughes
 TOWNSEND AND TOWNSEND AND CREW LLP
 Two Embarcadero Center, 8th Floor
 San Francisco, California 94111-3834
 (415) 576-0200

01/08/1999 JSHABAZZ 00000004 201430 2146944

01 EC:481 40.00 CH

6. Total number of applications and registrations involved

7. Total fee (37 CFR 3.41): \$40.00

☐ Enclosed ☒ Charge Fees to Deposit Account☒ Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number: 20-1430

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

John A. Hughes
Name of Person Signing

Signature

Date

1/4/98

Total number of pages including cover sheet, attachments and document:

10. Change Correspondence Address to that of Part 5? ☒ Yes ☐ No

OMB No. 0651-0011 (exp. 4/94)

TRADEMARK
REEL: 1837 FRAME: 0558

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is entered into as of May 17, 1998, by and between Oracle Corporation, a Delaware corporation ("Buyer") and Price Waterhouse, LLP, a Delaware limited liability partnership ("Seller").

RECITALS

Seller is engaged in the business of developing, marketing, licensing, supporting and providing related services for Activa (as defined in Section 1.1 below) (collectively, the "Business"). Buyer desires to acquire from Seller, and Seller desires to sell to Buyer, substantially all of the assets of the Business on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual agreements, representations, warranties and covenants set forth below, Buyer and Seller agree as follows:

1. Definitions.

1.1 Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) "ABM" means a methodology that measures the cost and performance of activities, resources and cost objects, where resources are assigned to activities, and activities are assigned to cost objects based on their use. ABM is a tool for product profitability, customer profitability, channel profitability and activity-based budgeting. It is used in making strategic and operational decisions based on activity and driver information.

(b) "Activa" means the computer software product described in Schedule 1.1(b), including Personal Activa and any and all source and object codes, binaries, supplements, modifications, updates, corrections and enhancements to past and present versions of such product, shipping versions of such product and versions of such product under development, in each case as existing as of the Closing Date; and any and all English and foreign language versions of past and present versions of such products, shipping versions of such products and versions of such product under development, in each case as existing as of the Closing Date. "Personal Activa" means the version of Activa designed to run on Personal Oracle.

(c) "Affiliate" means, with respect to any Person, a Person directly or indirectly controlling or controlled by or under common control with such Person.

(d) "Closing" means the consummation of the transactions contemplated hereby.

(w) “**Testing Materials**” means any and all Engineering Information relating to testing and correcting defects in Activa (including, without limitation, regression tests, test beds, test plans, software defect database and historical defect data) and other documents and materials, which are necessary or used to maintain, enhance and correct errors in Activa and to provide customer technical support.

(x) “**Trademarks**” means the common law trademarks, trademark applications, trademark registrations, trade names, service marks, trade styles, trade dress and such unregistered rights as may exist through use and foreign counterparts thereof.

2. **Sale and Purchase**

2.1 **Transfer of Assets**. Subject to the terms and conditions of this Agreement, Seller shall sell, assign, grant, transfer, and deliver to Buyer, or to any Affiliate of Buyer designated by Buyer, and Buyer shall purchase and accept from Seller as of the Closing Date, free and clear of all Liens other than Permitted Liens, the following tangible and intangible assets, wherever located, as the same shall exist on the Closing Date (the “**Purchased Assets**”):

(a) Activa;

(b) All Intellectual Property Rights that are related to, used in, or derived from Activa, including without limitation all:

(i) Copyrights in and to the Purchased Assets;

(ii) Trademarks, including without limitation the items set forth in Schedule 2.1(b)(ii), and all goodwill associated therewith; notwithstanding anything to the contrary, Buyer shall obtain no rights in or right to use the name “Price Waterhouse” or any derivation thereof;

(iii) Engineering Information; and

(iv) Moral Rights;

(c) All documentation that is used in, derived from or relates to Activa (the “Documentation”), including, without limitation, Testing Materials, Marketing or User Materials, Customer Support Materials, Customer Lists, and all personnel records of Transferred Employees, excluding any health records;

(d) All rights under the agreements set forth in Schedule 2.1(d) (the “Transferred Agreements”) between Seller and the third parties named therein, including, without limitation, the right to collect outstanding receivables relating to support;

(e) All inventories of Activa;

This Agreement has been duly executed and delivered by the duly authorized officers of Seller and Buyer as of the date first above written.

ORACLE CORPORATION

By: _____

Name: David J. Roux

Title: Executive Vice President,
Corporate Development

PRICE WATERHOUSE

By: Robert R. Glatz _____

Name: Robert R. Glatz

Title: Partner

Schedule 2.1(b)(ii)

Trademarks

Price Waterhouse LLP owns the following registrations or applications for ACTIVA:

Mark: ACTIVA

Class(es): 9

Description of Goods/Services: Computer software for cost management analysis and related printed materials sold as a unit

Status: Registered

Responsible Attorney: Crockett Owner: PW LLP Country: US

REGISTRATION:

Date: 03/31/98 Number: 2,146,944 Type: Principal Register

FILING INFORMATION:

Filing Date: 03/23/95 Serial Number: 74/650,944

Section 8 Filing Deadline Begins: 03/31/03 Section 8 Filing Date:

Section 8 Filing Deadline Ends: 03/31/04 Section 8 Approval:

Registration Renewal Due: 03/31/08

Mark: ACTIVA

Class(es): 9, 16

Description of Goods/Services: Class 9: Computer software for cost management analysis; Class 16: Printed materials relating to cost management analysis

Status: Pending

Trade Mark Agent (if applicable): Field Fisher Waterhouse

Responsible Attorney: Crockett Owner: PW LLP Country: European Community

FILING INFORMATION:

Filing Date: 03/18/97 Serial Number: 000,499,012
