

09-02-1999

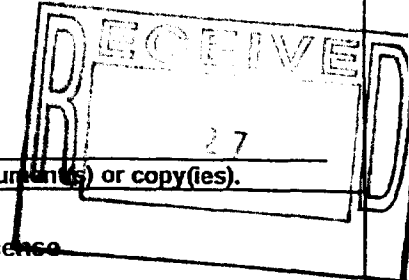


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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

8-27-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).



Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
122097

Name CPLEX Optimization, Inc.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Texas

Receiving Party

Mark if additional names of receiving parties attached

Name ILOG, Inc.

DBA/AK/A/T/A _____

Composed of _____

Address (line 1) 1901 Landings Drive

Address (line 2) _____

Address (line 3) Mountain View California 94043
City State/Country Zip Code

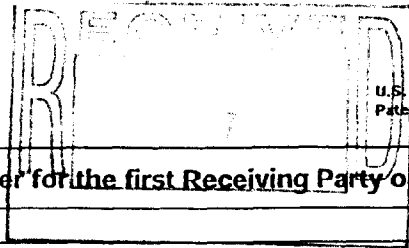
- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization California

09/01/1999 MTHAI1 00000100 071907 1790210
01 FC:481 40.00 CH

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231



Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1790210"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Allyn Taylor, Esq.
Name of Person Signing

Signature

8/21/99
Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of the Effective Date set forth below by and between CPLEX Optimization, Inc., a Texas corporation having a place of business at 930 Tahoe Boulevard, Building 802 Incline Village, NV 89451 ("ASSIGNOR") and ILOG Inc., a California corporation having a place of business at 1901 Landings Drive Mountain View, CA 94043 ("ASSIGNEE").

WHEREAS, ASSIGNOR entered into an Asset Purchase Agreement (the "Agreement"), dated as of this 20th day of August, 1997 with, among others, ASSIGNEE, providing for the purchase by ASSIGNEE from ASSIGNOR of all of the assets ASSIGNOR; and

WHEREAS, ASSIGNOR is the owner of the trademarks and trademark applications listed in Attachment A ("Trademarks"), and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights and the right to recover for past infringement throughout the world;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by the Trademarks and has not abandoned the same;

WHEREAS, pursuant to the Agreement, ASSIGNEE is to acquire all rights, title and interest in and to the Trademarks throughout the world; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title and interest as ASSIGNOR may possess in and to the Trademarks throughout the world,

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged ASSIGNOR makes the following assignment and agrees as follows:

1. **ASSIGNMENT.**

a. ASSIGNOR hereby assigns and sells to ASSIGNEE all of ASSIGNOR's rights, title and interest in and to the Trademarks throughout the world, together with the goodwill symbolized by the Trademarks; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in ASSIGNOR's favor for infringement of the aforesaid rights, to have and to hold the same unto ASSIGNEE, its successors and assigns, for and during the existence of the rights and all renewals thereof.

b. At any time, and from time to time hereafter, ASSIGNOR shall forthwith, upon ASSIGNEE's written request, take any and all steps to execute, acknowledge and deliver to ASSIGNEE any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in ASSIGNEE and to facilitate ASSIGNEE's enjoyment and enforcement of said rights and causes of action.

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c. ASSIGNOR hereby constitutes and appoints ASSIGNEE as ASSIGNOR's true and lawful attorney in fact, with full power of substitution in ASSIGNOR's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in ASSIGNEE or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in ASSIGNOR's favor from the respective date of first use of any of the Trademarks to the Effective Date of this Assignment. ASSIGNOR hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

2. MISCELLANEOUS. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States America without regard to conflicts of laws provisions thereof.

IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment as of the Effective Date set forth below.

Effective Date: August 20, 1997

CPLEX OPTIMIZATION, INC. (ASSIGNOR)

By:

Signature

Printed Name

Title

Todd A. Lowe
TODD A. LOWE
President & CEO

ACKNOWLEDGMENT

State of Nevada }
County of Washoe } ss:

On this 19 day of August 1997, before me, the undersigned, personally appeared Todd A. Lowe, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the corporation named herein, and acknowledged that s/he executed it in such representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Wendy Ferris
Notary Public

My Commission Expires on 12-17-97

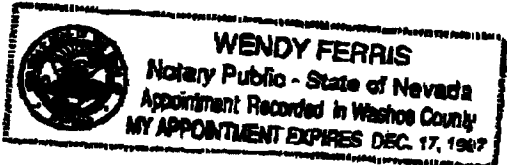


EXHIBIT A

Trademarks

CPLX