

10-16-00

11-15-2000



To the Honorable Commissioner of

101517113

and original documents or copy thereof.

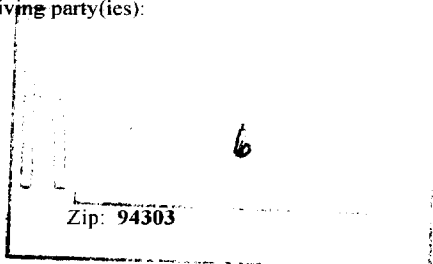
1. Name of conveying party(ies):
Active Software Corporation

 Individual(s) Association
 General Partnership Limited Partnership
 Corporate - State: **Texas**

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

Name: **Remedy Corporation**

Internal Address:
Street Address: **1505 Salado Drive**
City: **Mountain View**



Additional name(s) of conveying party(ies) attached? Yes No

State: **California**

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other **Asset Purchase Agreement**

Execution Date: **February 2, 2000**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporate - State: **Delaware**
 Other

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s): 1
A. Trademark Application Nos.: **76/540778**

B. Trademark Registration No.(s)

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

Name: **Eliane Setton, Esq.**

Internal Address: **GRAY CARY WARE & FREIDENRICH**
400 Hamilton Avenue
Palo Alto, CA 94301-1823

6. Total number of applications and registrations involved: 1

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

 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: **07-1907**. Please debit any underpayment or credit any overpayment to the above deposit account.

GRAY CARY WARE & FREIDENRICH
(Attach duplicate 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 information is true and correct and any attached copy is a true copy of the original document

Eliane Setton, Esq.
Name of Person Signing

Eliane Setton
Signature

10/11/00
Date

Total number of pages comprising cover sheet: [1]

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

ASSET PURCHASE AGREEMENT

by and among

**REMEDY CORPORATION,
a Delaware corporation,**

**REMEDY ACQUISITION CORP.,
a Delaware corporation,**

and

**ACTIVE SOFTWARE CORPORATION
a Texas Corporation.**

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- 4.2(i) Contracts Requiring Novation or Assignment
- 4.2(k) Leased Equipment
- 4.2(s) Customers

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is dated as of February 4, 2000, by and between Remedy Corporation, a Delaware corporation ("Remedy"), Remedy Acquisition Corp., a Delaware Corporation and wholly owned subsidiary of Remedy ("Purchaser"), and Axtive Software Corporation, a Texas corporation ("Seller").

WHEREAS, Seller is engaged in the business of developing, selling and supporting web personalization software (the "Business");

WHEREAS, Purchaser desires to acquire from Seller, and Seller desires to transfer to Purchaser, certain of the assets, properties, and rights of Seller as provided by this Agreement, upon the terms and conditions of this Agreement (the "Asset Purchase");

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS

1.1 Description of Assets to be Acquired. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing (as defined in Section 6.1), Seller agrees to convey, sell, transfer, assign, and deliver to Purchaser, and Purchaser shall purchase from Seller, all right, title, and interest of Seller at the Closing in and to the assets, properties, and rights of the Seller described below:

(a) All interests in tangible personal property and all Proprietary Rights (as hereinafter defined) relating thereto (the "Personal Property") described in Schedule 1.1(b) hereto;

(b) All inventory described in Schedule 1.1(d) (the "Inventory"); and

(c) All rights in and to articles, drafts, inventions, formulae, art works, photographs, secret processes, product plans, copyrights, trade names, trade secrets, technical information, software, and source code described in Schedule 1.1(g) hereto (collectively, the "Proprietary Rights").

The assets, properties, and rights to be conveyed, sold, transferred, assigned, and delivered to Purchaser pursuant to this Section 1.1 are sometimes hereinafter collectively referred to as the "Assets." Notwithstanding anything to the contrary set forth above, all of the software, documentation and manuals set forth on the schedules attached to Section 1.1 shall be delivered to Purchaser in a manner reasonably acceptable to Purchaser.

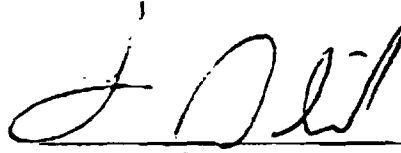
1.2 Non-Assignment of Certain Contracts. Notwithstanding anything to the contrary in this Agreement, to the extent that the assignment hereunder of any of the Assets shall

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

REMEDY CORPORATION,
a Delaware corporation

By: _____



Lawrence Garlick
President and Chief Executive Officer

Address:

1505 Salado Drive
Mountain View, CA 94303

REMEDY ACQUISITION CORP.,
a Delaware corporation

By: _____



Lawrence Garlick
President and Chief Executive Officer

Address:

1505 Salado Drive
Mountain View, CA 94303

AXTIVE SOFTWARE CORPORATION
a Texas corporation

By: _____

Graham C. Beachum III
Chairman, Chief Executive Officer

Address:

3200 Republic Center II
325 North St. Paul Street
Dallas, Texas 75201

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REMEDY CORPORATION,
a Delaware corporation

By: _____

Lawrence Garlick
President and Chief Executive Officer

Address:

1505 Salado Drive
Mountain View, CA 94303

REMEDY ACQUISITION CORP.,
a Delaware corporation

By: _____

Lawrence Garlick
President and Chief Executive Officer

Address:

1505 Salado Drive
Mountain View, CA 94303

AXTIVE SOFTWARE CORPORATION
a Texas corporation

By:  _____

Graham C. Beachum III
Chairman, Chief Executive Officer, President

Address:

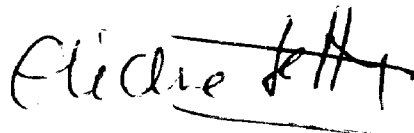
3200 Republic Center II
325 North St. Paul Street
Dallas, Texas 75201

Please return the recorded documents to the undersigned at our Palo Alto office. If you require further information, please telephone the undersigned attorney at (650) 833-2326.

Dated: October 11, 2000

Respectfully submitted,

GRAY CARY WARE & FREIDENRICH LLP

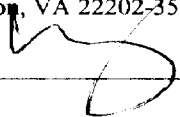


Eliane Setton
Attorneys for Applicant
400 Hamilton Avenue
Palo Alto, California 94301
(650) 833-2326

CERTIFICATE OF EXPRESS MAILING

I do hereby certify that this document is being deposited with the United States Postal Service as Express Mail on 10/14/00 in an envelope numbered 323501237890 addressed to:

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513



cc: Karl W. Hamel (w/encls)