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

1. Name of conveying party(ies):

Automotive Industry Action Group

- Individual(s)
- General Partnership
- Corporation-State Michigan
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 25, 2000

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

Name: Peregrine Connectivity

Internal Address:

Street Address: 1277 Lenox Park Blvd

City: Atlanta State: GA ZIP: 30319-5396

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Georgia
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

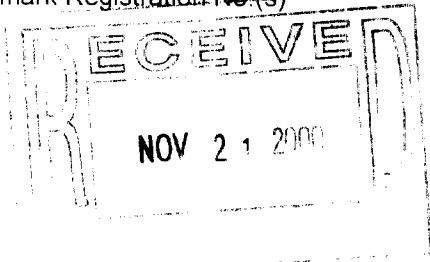
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

AUTOCHAIN
ONLINE
(STYLIZED)
2,378,109



Additional numbers attached? Yes No

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

Name: Michael D. Pogue

Internal Address:

Street Address: Wilson Sonsini Goodrich & Rosati

650 Page Mill Road

City: Palo Alto State: CA ZIP 94304-1050

6. Total number of applications and registrations involved:

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

23-2415 Attn: 14248-1095

(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 information is true and correct and any attached copy is a true copy of the original document.

Michael D. Pogue

Name of Person Signing

Signature

November 17 2000

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

WILSON SONSINI AGREEMENT

This AGREEMENT is made as of the 25th day of August, 2000 ("Effective Date") by and between AUTOMOTIVE INDUSTRY ACTION GROUP, a Michigan non-profit corporation with its principal place of business in Southfield, Michigan ("AIAG"), and PEREGRINE CONNECTIVITY, INC., a Delaware corporation with a place of business in Atlanta, Georgia ("Peregrine").

RECITALS:

- A. Peregrine, a wholly owned subsidiary of Peregrine Systems, Inc. and successor to Harbinger Corporation, and AIAG are parties to a Hosting Agreement dated July 28, 1998 (the "Hosting Agreement") concerning the AutoChain Online service and Web site.
- B. AIAG and Peregrine wish to extend the Hosting Agreement until the AUTO-TECH 2000 conference and then transfer ownership of the AutoChain Online service mark to Peregrine.

THHEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. Hosting Agreement. The term of the Hosting Agreement is extended until September 15, 2000 and then will expire. Upon such expiration, AIAG agrees that it will not assert its rights to the source code for the Application as set forth in Section 7.5 of the Hosting Agreement or its rights to the subscriber data (other than AIAG data) as set forth in Section 7.6 of the Hosting Agreement.
2. Assignment of Service Mark and Registration. AIAG hereby sells, assigns and transfers to Peregrine, effective September 15, 2000 (the "Transfer Date"), all of AIAG's right, title and interest in and to the service mark "AutoChain Online and Design," U.S. application Serial Number 75555924 (the "Service Mark") and any ensuing registration issued by the U.S. Patent and Trademark Office therefor, together with the goodwill of the business connected with and symbolized by the Service Mark, as well as all rights to damages or profits, due or accrued, arising out of past infringement or injury to the goodwill and the right to sue for and recover damages or profits in Peregrine's own name. AIAG agrees to execute such further documents of assignment and transfer as may be necessary to register or protect Peregrine's interest in the Service Mark.
3. Consideration. As full payment for the Service Mark, Peregrine will pay to AIAG on or before September 15, 2000, the sum of One Thousand Dollars (\$1,000).
4. No Warranty. AIAG transfers the Service Mark and related goodwill to Peregrine "as is," with no warranties of any kind, including but not limited to any warranty of title or non-infringement, and shall have no liability to Peregrine for damages of any kind, whether direct, indirect, consequential, special or punitive, related to the Service Mark or the AutoChain Online business. Peregrine understands that AIAG would not transfer the Service Mark without the limitations on liability contained in this Section.
5. Responsibilities of Peregrine. After the Transfer Date, Peregrine will continue to protect the ownership rights of existing subscribers as of September 15, 2000 in their data on the same terms as prescribed by the existing Hosting Agreement, or as mutually agreed to by subscribers and Peregrine entering into new subscriber agreements. Peregrine will permit any subscribers

as of the Transfer ^{WILSON SONSINI}; their subscriptions immediately, without penalty, if they no longer wish to subscribe to AutoChain Online without AIAG sponsorship. Peregrine will provide a written confirmation to each such terminating subscriber confirming their data has been removed from the database. Except for historical references substantially similar to the following: "AutoChain Online was developed by Peregrine Systems in 1998 under the guidance of the Original Equipment Manufacturers (OEMs) and prominent automotive industry leaders participating in an Automotive Industry Action Group (AIAG) workgroup.", all current references to AIAG connected with AutoChain Online, whether on the AutoChain Online site, in marketing materials, as links to the AIAG web site through the AutoChain Online site, or otherwise, will be removed, and there will be no references to AIAG in any future AutoChain Online site or materials. Any manufacturer or supplier statements of support referring to AIAG will be removed from the AutoChain Online site or materials, or all references to AIAG will be removed from those statements, on or immediately after the Transfer Date.

- 6. Transition Matters. The parties will issue a joint press release and a joint letter to subscribers on or before September 11, 2000, and will host a joint presentation on September 14, 2000, at AUTO-TECH. All accounts related to the Hosting Agreement will be settled promptly on or after the Transfer Date.
- 7. General. This Agreement constitutes the complete and exclusive statement of the agreement between the parties, and supersedes and merges all prior proposals and understandings, oral or written, between the parties relating to the subject matter. This Agreement shall be governed by the laws of the State of Michigan, exclusive of its choice of law rules, and may not be modified or altered except by written instrument duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

PEREGRINE CONNECTIVITY, INC.:

AUTOMOTIVE INDUSTRY ACTION GROUP:

By: *[Signature]*

By: *[Signature]*

Name: Paul L. Dicascali

Name: Kenneth W. Gadzina

Title: Sr Vice President

Title: EXECUTIVE DIRECTOR

11/15/2000

Name: PEREGRINE CONNECTIVITY, INC.

State File ID Number: 3246061
Corp./Ltp. Type: Foreign Corporation
Corp/Ltp. Status: Good Standing
Classification: General

State of Incorp: GA
Date of Incorp/Qual: Date of Incorporation:

Registered Agent: 0000000 INFORMATION IS NOT AVAILABLE

THIS DATA IS FOR INFORMATION PURPOSES ONLY; CERTIFICATION CAN ONLY
BE OBTAINED THROUGH THE DIVISION OF CORPORATIONS OR FROM A DELAWARE
REGISTERED AGENT'S OFFICE LOCATED WITHIN THE STATE OF DELAWARE.

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