

12-15-2000

Docket No.:



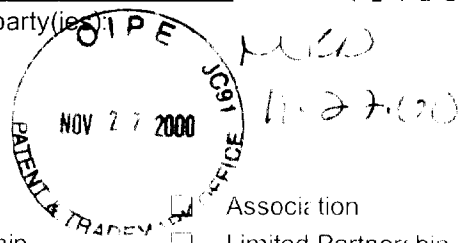
Tab settings

To the Honorable Commissioner of Patent

101552978

Attached original documents or copy thereof

1. Name of conveying party(ies):  
**Symix Systems, Inc.**



2. Name and address of receiving party(ies):  
Name: **Symix Computer Systems Delaware, Inc.**

Internal Address:  
Street Address: **905 East Weschester Avenue**  
City: **Tempe** State: **AZ** ZIP: **85283**

- Individual(s)
- General Partnership
- Corporation-State **Ohio**
- Other

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  No

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:
- Assignment
  - Security Agreement
  - Other
  - Merger
  - Change of Name

Execution Date: **October 4, 1999**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)  
See Schedule A

B. Trademark Registration No.(s)  
See Schedule A

Additional numbers  Yes  No

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

Name: **Cory M. Amron, Esquire**  
Internal Address: **Vorys Sater Seymour and Pease LLP**

Street Address: **1828 L Street, N.W.; 11th Floor**

City: **Washington** State: **DC** Z P: **20036**

6. Total number of applications and registrations involved: **11**

7. Total fee (37 CFR 3.41): \$ **\$290.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**22-0585**

DO NOT USE THIS SPACE

12/14/2000 MTHA11 00000157 75526355

01 FC:461 10.00 OP  
02 FC:462 250.00 OP

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.

**Cory M. Amron**  
Name of Person Signing

Signature

**November**, 2000  
Date

Total number of pages including cover sheet, attachments, and

**4**

SCHEDULE A

<b>Status</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>
Published	SYTECENTRE	75/526,359	27-Jul-98	
Registered	FACTOR	73/674,036	22-Jul-87	1,501,065
Registered	PUTTING YOUR CUSTOMERS FIRST	75/744,739	07-Jul-99	2,350,110
Registered	Q-GERT	73/386,862	20-Sep-82	1,252,813
Registered	SLAMM	73/386,863	20-Sep-82	1,249,745
Registered	SLAMM II	73/386,865	20-Sep-82	1,249,746
Registered	SYMIX	75/761,198	23-Jul-99	2,350,217
Registered	SYMIX	73/812,572	14-Jul-89	1,611,920
Registered	SYTEAPS	75/744,738	07-Jul-99	2,355,181
Registered	SYTELINE	75/207,102	02-Dec-96	2,123,552
Registered	SYTEPOWER	75/233,875	30-Jan-97	2,172,499

**SYMIX SYSTEMS, INC.**  
**INTELLECTUAL PROPERTY ASSIGNMENT**

**WHEREAS, SYMIX SYSTEMS, INC.**, an Ohio corporation ("Assignor"), with offices at 2800 Corporate Exchange Drive, Suite 400, Columbus, Ohio 43231 is the owner of all right, title and interest in and to, or is the licensee of, the United States intellectual property listed on Exhibit A (the "United States Intellectual Property"), which Exhibit A is made a part hereof and incorporated herein by reference; and

**WHEREAS, SYMIX COMPUTER SYSTEMS DELAWARE, INC.**, a corporation organized under the laws of Delaware, with offices at 905 East Weschester Avenue, Tempe, Arizona 85283-2938 ("Assignee") is desirous of acquiring the aforesaid United States Intellectual Property.

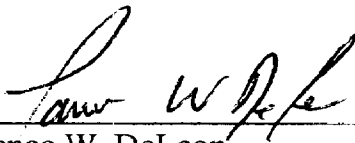
**NOW, THEREFORE**, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, convey and transfer unto the said Assignee, all of its right, title and interest in and to the aforesaid United States Intellectual Property, together with the goodwill of the business symbolized by the United States Intellectual Property including the trademarks, and the registrations and applications thereof.

Assignor further assigns unto Assignee all right to sue for and to receive all damages accruing from past infringement of the United States Intellectual Property.

Assignor undertakes that upon the request of Assignee or its designees, it and/or its successor in business, shall make all rightful oaths, testify on behalf of Assignor or its designees in matters involving the United States Intellectual Property and do all other lawful acts necessary to carry out the intent of this assignment as well as to provide such other material, information and assistance to Assignee or its designees, as will be considered necessary in connection therewith.

**IN WITNESS WHEREOF**, the undersigned has caused this Intellectual Property Assignment to be executed effective as of October 4, 1999.

**SYMIX SYSTEMS, INC.**

By:   
Lawrence W. DeLeon  
Vice President and Chief Financial Officer

**EXHIBIT A  
TO  
SYMIX SYSTEMS, INC.  
INTELLECTUAL PROPERTY ASSIGNMENT**

The United States Intellectual Property consists of the following intellectual property owned, used and/or registered by Symix Systems, Inc. in the United States:

(a) all trademarks, including but not limited to those specifically identified on the additional pages of this Exhibit A, service marks, trade dress and logos, together with all translations, adoptions, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith; (b) all copyrights, copyright registrations and renewals thereof, including, but not limited to, those specifically identified on the additional pages of this Exhibit A; but excluding the excluded copyrights as identified on Exhibit A (c) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and all patents, patent applications and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions and reexaminations thereof; (d) all trade secrets and confidential business information, technology, know-how, formulae, recipes, designs and drawings, computer software, processes and operating rights; and (e) any and all other intellectual property and rights similar to any of the foregoing.

Symix Systems, Inc. - U.S. Trademarks

Trademark Name	Country	Status	Application Number	Filing Date	Registration Number	Registration Date	Next Renewal	Class
SYMIX	US	Registered	73/812,572	14-Jul-1989	1,611,920	04-Sep-1990	04-Sep-1990	9
SYTELINE	US	Registered	75/207,102	02-Dec-1996	2,123,552	23-Dec-1997	23-Dec-2007	9
SYTEPOWER	US	Registered	75/233,875	30-Jan-1997	2,172,499	14-Jul-1998	14-Jul-2008	9
SYTECENTRE	US	Pending	75/526,359	27-Jul-1998				9

Symix Systems, Inc.--U.S. Trademarks--(formerly Pritsker Corporation)

Trademark Name	Country	Status	Application Number	Filing Date	Registration Number	Registration Date	Next Renewal	Class
PRITSKER	US	Registered	73/795,127	24-Apr-1989	1,607,232	24-Jul-1990	24-Jul-2000	9,41,42
SLAMSYSTEM	US	Registered	73.782,731	24-Feb-1989	1,573,047	26-Dec-1989	26-Dec-1999	9
TESS	US	Registered	73.723,370	19-Apr-1988	1,615,466	02-Oct-1990	02-Oct-2000	9
FACTOR	US	Registered	73.674,036	22-Jul-1987	1,501,065	23-Aug-1988	23-Aug-2008	9
SLAM II	US	Registered	73.386,865	20-Sep-1982	1,249,746	30-Aug-1983	23-Aug-2003	9
SLAM	US	Registered	73.386,863	20-Sep-1982	1,249,745	30-Aug-1983	23-Aug-2003	9
Q-Gert	US	Registered	73.386,862	20-Sep-1982	1,252,813	04-Oct-1983	04-Oct-2003	9