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12-28-2000

Docket No.:

12-01-2000

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U.S. Patent & TMOct/TM Mail Rcpt Dt. #11

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To the Honorable Commissioner of Patent.

ached original documents or copy thereof.

1. Name of conveying party(ies): 12/1/00
Intrepa, L.L.C.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company - (Indiana)

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

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

Name: Manhattan Associates, Inc.
Internal Address: 7th Floor
Street Address: 2300 Windy Ridge Parkway
City: Atlanta State: GA ZIP: 30339

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Asset Purchase Agreement

Execution Date: October 23, 2000

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

A. Trademark Application No.(s)

Additional numbers Yes No

B. Trademark Registration No.(s)

1,898,630

Yes No

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

Name: Gerard T. Gallagher
Internal Address: Baker & Daniels

Street Address: 205 W. Jefferson Blvd.
Suite 250
City: South Bend State: IN ZIP: 46601

6. Total number of applications and registrations involved:..... **1**

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

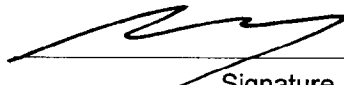
Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

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.

Gerard T. Gallagher  November 28, 2000
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK

ASSET PURCHASE AGREEMENT

by and between

MANHATTAN ASSOCIATES, INC.

AND

INTREPA, L.L.C.

DATED OCTOBER 23, 2000

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (“Agreement”) is made as of this 23rd day of October, 2000, by and between Manhattan Associates, Inc., a Georgia corporation (“Buyer”) and Intrepa, L.L.C., an Indiana limited liability company (“Seller”).

ARTICLE II. PURCHASE AND SALE

2.1. Purchased Assets and Excluded Assets.

2.1.1. Purchased Assets. Subject to the terms and conditions of this Agreement, and on the basis of the representations, warranties and indemnities hereinafter listed, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase from Seller, all of its right, title and interest in and to the assets, properties and rights of the Business listed below (collectively, the “Purchased Assets”), except to the extent that any such item is excluded by Section 2.1.2.

(f) all of Seller's (and all of Seller's right to use any third party's) trademarks, copyrights, patents, registrations and applications for registration, flow charts, specifications, designs and plans and any other Intellectual Property (as defined in Section 4.13 herein) used by the Business and all goodwill associated therewith and any other proprietary rights (including moral rights) in the foregoing, and any copies and tangible embodiments of the foregoing;

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the date first above written.

MANHATTAN ASSOCIATES, INC.

By: [Signature]
Name: RICHARD HADDRIE
Title: PRESIDENT + CEO

[SEAL]

INTREPA, L.L.C.

By: [Signature]
Name: TIMOTHY C. CONROY
Title: MANAGER

[SEAL]