

05-11-2001

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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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HEET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office101713000
TRADEMARKS ONLY

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

1. Name of conveying party(ies):

International Business
Machines Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: April 27, 2001

2. Name and address of receiving party(ies)

Name: e2open.com, LLC

Internal

Address: _____

Street Address: 1075 Old County Road

City: Belmont State: CA Zip: 94002

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

☒ Other Limited Liability Corp. Delaware

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 registration number(s):

A. Trademark Application No.(s)

76/049,750

B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☐ No

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

Name: Michelle MacKenzie

Internal Address: Sheppard, Mullin,

Richter & Hampton

Street Address: 17th Floor

4 Embarcadero Center

City: San Francisco State: CA Zip: 94111

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:

501395

(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.

Michelle MacKenzie

Name of Person Signing

Signature

May 3, 2001

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 Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002293 FRAME: 0281

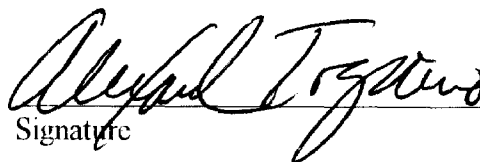
ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, International Business Machines Corporation, a corporation with an address at New orchard Road, Armonk NY 10504 ("Assignor"), has assigned and hereby assigns effective as of the date of signing indicated below to e2open.com LLC, having a place of business at 1075 Old Country Road, Belmont CA 94002 ("Assignee"), all of its rights, title and interest in and to the trademarks, domain names and applications for registration and registrations thereof identified in Schedule A, attached hereto, together with the goodwill of the business in which the marks are used as well as the portion of Assignor's business to which the trademarks pertain.

For such good and valuable consideration, Assignor hereby further sells, assigns and transfers to Assignee, all rights and interests in, to and arising from any infringement of any of the trademarks referred to in attached Schedule A, including, without limitation, all claims for damages and profits for any infringements which occurred prior to the effective date of this Assignment, including the rights to sue for any infringements in its own name and stead and for its own benefit.

EXECUTED, this 27th day of April, 2001, at Armonk, N. Y.

International Business Machines Corporation


Signature

Alexander Tognino
Corporate Counsel
Trademarks and Licensing

Title

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

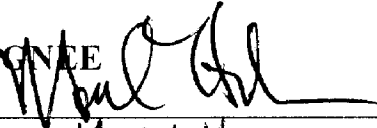
This Assignment Agreement ("Agreement") is effective as of signing of the agreement by both parties by and between e2open.com LLC, with an office at 1075 Old Country Road, Belmont, CA 94002 ("Assignee"), and International Business Machines Corporation, a corporation with an address at New Orchard Road, Armonk NY 10504 ("Assignor").

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in the trademarks as specified in Schedule A and the "www.e2open.com" and "www.e2open.net" domain names and the InterNic (or any other relevant registry entity) registration thereto, along with all associated applications (including but not limited to U.S. Trademark Application serial no. 76/049,750), registrations and goodwill (collectively, the "Domain Name"). Assignor further waives all claims it has to the Domain Name and agrees to cease all use of the Domain Name, as a domain name, trade name, trademark or service mark or otherwise, as of the date written above.
2. Compensation. Subject to the terms of this Agreement, Assignee shall pay Assignor \$10 (hereinafter the "Transfer Fee") as total compensation for the Section 1 assignment and all other obligations, representations and warranties of Assignor hereunder, which fee shall be paid promptly after written notice from Assignor to Assignee of the completion of the re-registration of the domain names referred to in paragraph 1 to Assignee as evidenced by InterNic's WhoIs program and recordation of assignment of any related trademark applications and registrations.
3. Further Assurances. Assignor shall reasonably assist the Assignee in order to effect the re-registration of the Domain Name from Assignor to Assignee according to InterNic's (or any other relevant registry's) policy and to record the assignment of any related trademark applications and registrations no later than 30 days after the effective date of this Agreement.
4. Warranty. Assignor represents and warrants to the Assignee that: (a) Assignor has not previously transferred or licensed or waived or given any consent or right with respect to anything purportedly assigned hereunder; (b) to the best of Assignor's knowledge, Assignor is not aware of any third party allegation, claim, or suit with respect to the Domain Names assigned hereunder; (c) Assignor does not presently own any other existing or pending registration(s) which are substantially similar to the Domain Name assigned hereunder; (d) Assignor agrees not to register, attempt to register, obtain, or use any domain name, trade mark, service mark or trade name substantially similar to the Domain Name anywhere in the world; except for its obligations under this Agreement. Assignor makes no other representation or warranty in relation to the above mentioned domain names and trademarks as provided in Schedule A, and disregards all liability in relation to the above mentioned domain names and trademarks and has no responsibility to assist with its future maintenance or rights in the future. Assignee accepts the above mentioned domain names and trademarks on an "as is" basis and Assignor shall not take any action to prevent or otherwise interfere with Assignee's or it's licensees' or successors' use of the Domain Names or trademarks as

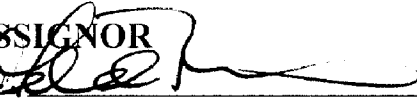
provided in Schedule A, or any similar mark or name, and hereby covenants not to sue or otherwise assert against Assignee under any trademark or other proprietary rights Assignor has in the Domain Name or any underlying or similar trademark, service mark, or trade name.

5. Miscellaneous. This Agreement shall be construed pursuant to the laws of the State of New York, without regard to conflicts of laws provisions thereof. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This and the "Base Agreement" are the full agreement of the parties with respect to the subject matter hereof and can be modified or waived only by a mutually signed writing.

ASSIGNEE

By: 
Name: MARK HAMMON
Title: PRESIDENT & CEO

ASSIGNOR

By:  (AT)
Name: Gerald Rosenthal
Title: Vice President
Intellectual Property & Licensing

SCHEDULE A

e2open