

09-04-2001



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 08/30/01

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20513

TRADEMARK

REEL: 002360 FRAME: 0677

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,349,096"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Michele J. Young

Name of Person Signing

*Michele J. Young August 28, 2001*

Signature

Date Signed

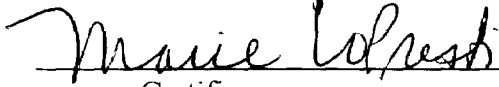
IN THE U.S. PATENT AND TRADEMARK OFFICE

Registrant : B-PLAN INFORMATION SYSTEMS LIMITED  
(Assignee of WALKER INTERACTIVE SYSTEMS, INC.)  
Registration No. : 2,349,096  
Registration Date : May 9, 2000  
Mark : APTOS

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CERTIFICATE OF MAILING UNDER 37 C.F.R. §1.8(a)

The undersigned hereby certifies that this document is being placed in the United States mail with first-class postage attached, addressed to Commissioner of Patents and Trademarks, Washington, D.C. 20231, on the 28<sup>th</sup> day of August, 2001.

  
Certifier

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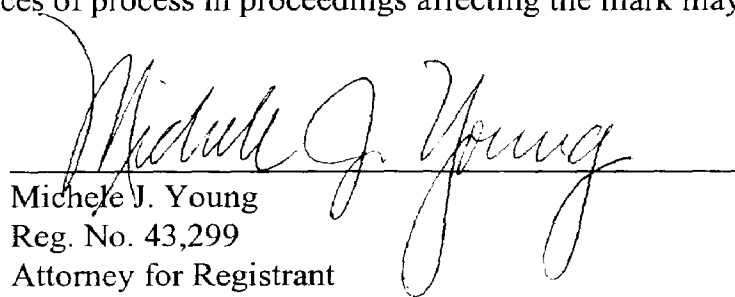
Commissioner of Patents and Trademarks  
Washington DC 20231

Sir:

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

Elliot A. Salter, Reg. #17,486; Jodi-Ann McLane, Reg. #36,215; and Michele J. Young, Reg. #43,299; and Robert S. Salter; all of SALTER & MICHAELSON, 321 South Main Street, Providence, RI 02903 U.S.A. (telephone: 401/421-3141; facsimile: 401/861-1953), are designated as Registrant's representatives on whom notices of process in proceedings affecting the mark may be served.

August 29, 2001  
Date

  
Michele J. Young  
Reg. No. 43,299  
Attorney for Registrant  
Salter & Michaelson  
321 South Main Street  
Providence, RI 02903-7128  
US  
Tel: (401) 421-3141  
Fax: (401) 861-1953  
Customer No. 000987

Dated 13TH OCTOBER

2000

- (1) WALKER FINANCIAL SOLUTIONS LIMITED
- (2) WALKER INTERACTIVE SYSTEMS INC.
- AND
- (3) B-PLAN INFORMATION SYSTEMS LIMITED

### ASSIGNMENT

*Messrs. Wicks Caller,  
 Steam Packet House,  
 76 Cross Street,  
 Manchester,  
 M2 4JU*

*Tel: 0161-957 8888  
 Fax: 0161 957 8899  
 E-mail: law@wicks caller.co.uk  
 Web site: http://www.wicks caller.co.uk*

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**THIS ASSIGNMENT** is dated this                    day of                    2000

**BETWEEN:**

- (1) **WALKER FINANCIAL SOLUTIONS LIMITED**, a company incorporated in England and Wales with registered number 01848767 whose registered office is at The Gatehouse, Gatehouse Way, Aylesbury, Buckinghamshire HP19 3DL ("WFSL");
- (2) **WALKER INTERACTIVE SYSTEMS INC.**, a company incorporated in the state of Delaware, United States of America whose principal place of business is at 303 Second Street, 3 North, San Francisco, California 94107 United States of America ("Walker") (together, the "Assignors");
- (3) **B-PLAN INFORMATION SYSTEMS LIMITED**, a company incorporated in England and Wales with registered number 02777541 whose registered office is at C/o CSU, 100 Barbirolli Square, Manchester, Lancashire M2 3AB (the "Assignee").

**WHEREAS:**

- (A) By an agreement (the "Asset Purchase Agreement") of even date hereto and made between the Assignors and the Assignee, the Assignors for the consideration set out in the Asset Purchase Agreement agree to assign to the Assignee all rights and title to the Business IPR.

**NOW THIS ASSIGNMENT WITNESSETH** as follows:

1. Words and phrases used in this Assignment shall have the same meaning given to them in the Asset Purchase Agreement.
2. In consideration of the sum payable in accordance with clause 2.5 of the Agreement, the Assignors **HEREBY ASSIGN** to the Assignee (in the case of Walker with full title guarantee and in the case of WFSL such title, right and interest as it may have) the Business IPR **ABSOLUTELY**.
3. This Assignment shall include the right for the Assignee to bring proceedings against any third party in respect of the Business IPR (including proceedings against any third party for infringement of the Business IPR or for passing off or

for otherwise infringing the rights of the Assignor in the Business IPR whether such right of action occurred prior to the date of this Assignment or otherwise). The Assignors agree and undertake to provide to the Assignee (at the request of and cost of the Assignee) all such assistance as is reasonably necessary with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Business IPR.

- 4. Subject to paragraph 3 and 5, the Assignors covenant that at the request of the Assignee at any time and from time to time they will execute such deeds or documents and do such acts or things at their own cost as may be necessary or desirable to give effect to this Assignment.
- 5. Costs of registration of the Business IPR shall be borne by the Assignee.
- 6. This Assignment may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.
- 7. Each of the parties agrees that the courts of England are to have exclusive jurisdiction to settle any disputes (including claims for set-off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Agreement or otherwise arising in connection with this Agreement, and for such purposes irrevocably submit to the jurisdiction of the English courts.
- 8. For the avoidance of doubt nothing in this Assignment shall confer on any third party any benefit or the right to enforce any term of this Assignment.

IN WITNESS WHEREOF this Assignment has been executed as a Deed and delivered by the parties the day and year first above written

EXECUTED as a DEED by )  
 WALKER FINANCIAL SOLUTIONS )  
 LIMITED by means of the following signatories )

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Paul Lord PAUL LORD  
Director

Kevin Lyons KEVIN LYONS  
Director/Secretary

EXECUTED as a DEED by )  
WALKER INTERACTIVE SYSTEMS INC )  
by means of the following authorised signatory )

Paul Lord PAUL LORD  
President

EXECUTED as a DEED by )  
E-PLAN INFORMATION SYSTEMS LIMITED )  
by means of the following signatories )

\_\_\_\_\_  
Director (Shirka Alod)

(Signature) Paul Lord  
Director/Secretary

COMP/Systems DR. Act (1) (1.00 doc)

**Excluded Contracts (as defined below):**

- "Business Claims"** means the benefit of all rights and claims of WFSL or, as the case may be, Walker arising out of or in connection with the Business other than claims relating to taxation;
- "Business Day"** means a day (excluding Saturdays and public holidays) on which banks generally are open in London for the transaction of normal banking business;
- "Business IPR"** means existing Intellectual Property Rights owned by Walker and used exclusively or predominantly in connection with the Business which for the avoidance of doubt shall include the Registered Rights and Aptos Software but excluding the Incorporated Products;
- "Business Software"** means the computer software used in the Business, excluding the Aptos Software and as more particularly described in Schedule 3 including all codes and other documents and materials in the Vendor's possession or control that relate thereto;
- "Claim"** means any claim for breach of the Vendor's Warranties, the WFSL Warranties or the Walker Warranties;
- "Completion"** means completion of the sale and purchase of the Business in accordance with Clause 3;
- "Contracts"** means all contracts, engagements, licences, guarantees and other commitments relating to the Business (including Intellectual Property Licences and any finance and/or equipment leases) which have been entered into or undertaken by or on behalf of any member of the Vendors' Group in the course of the Business other than those Contracts listed in Part A of Schedule 6 (the "Excluded Contracts");
- "Contingent Liabilities"** means any liabilities of WFSL relating to the carrying on of the Business at any time prior to the Transfer Date which are not Non-Contingent Liabilities including, for the avoidance of doubt, the Restricted Liabilities;
- "Costs"** means liabilities, losses, damages, costs (including legal costs) and expenses (including taxation), in each case of any nature whatsoever;



"subsidiary"	736 and 736A of the Companies Act 1985;
"Incorporated Products"	means the Compuware Uniface 6 & 7 software incorporated into Aptos Products, as more particularly described in a Value Added Reseller Agreement between Compuware Corporation and Walker signed on 31 December 1998 and annexed hereto and Gentia Product incorporated into the Aptos Software as more particularly described in a Value Added Reseller Agreement dated 29 February 1996 between Planning Sciences International Ltd and WFSL and annexed hereto;
"Intellectual Property Licences"	means all existing agreements or arrangements between Walker or WFSL and third parties insofar as they relate to the use of Intellectual Property Rights in the Business, including those listed in Schedule 7;
"Intellectual Property Right"	means patents, trade marks, service marks, trade names, rights in designs, copyright (including rights in computer software), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect anywhere in the world;
"IPR Assignment"	means the assignment of the Business IPR in the agreed form;
"Legal Opinions"	means a opinion from Walker's United States and English legal counsel in the agreed form;
"Leasehold Property"	means the leasehold property situated at Second Floor, The Square, Rasing View, Basingstoke, Hampshire RG24 8LH;
"Liabilities"	means the Contingent and the Non-Contingent Liabilities;
"Liability Limit"	means £100,000 (one hundred thousand pounds sterling);
"Licence Back"	means the licence back to Walker of the Aptos Software in the agreed form;
"Loan Note Instrument"	means the loan note instrument in the agreed form;
"Non-Contingent Liabilities"	means any liabilities of WFSL in relation to the Business as stated, accrued or provided for in the Accounts;
"Option Agreement"	means an agreement between Walker and Shirko Abid in

**SCHEDULE 9  
Registered Rights**

<u>Registered Trade Mark</u>	<u>Registry</u>	<u>Class</u>	<u>Registered Number</u>
APTOS	United States Patent & Trademark Office	International Class 9 (prior US Clauses 21, 23, 26, 36 and 38)	2,349,096

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