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U.S. Patent & TMO/TM Mail Rpt Dt #11

TO: The Commissioner of Patents and Trad.

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al document(s) or copy(ies).

Submission Type

Conveyance type

- New 07/13/01
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
06 14 00

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
06 14 00

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)

- Individual General Partnership Limited Partnership Association
- Corporation
- Other
- Citizenship/State of Incorporation/Organization

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.)

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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. 20231

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" value="75/288,101"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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<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:

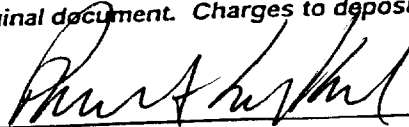
Yes

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.

Robert H. G. Lockwood
Name of Person Signing


Signature

7/13/01
Date Signed

ASSET PURCHASE AGREEMENT

dated as of June 14, 2000

by and between

RADIANT SYSTEMS, INC.,
HEWLETT-PACKARD COMPANY

and

VERIFONE, INC.

This ASSET PURCHASE AGREEMENT dated as of June 14, 2000 is made and entered into by and between RADIANT SYSTEMS, INC., a Georgia corporation ("Purchaser"), VERIFONE, INC., a Delaware corporation ("Seller") and HEWLETT-PACKARD COMPANY, a Delaware corporation, as Seller's shareholder ("Shareholder").

RECITALS:

WHEREAS, Seller, through its TimeCorp division, is engaged in the business of developing, marketing, licensing and selling software, services and hardware for the workforce management marketplace (the "Business"); and

WHEREAS, Seller desires to sell, transfer and assign to Purchaser, and Purchaser desires to purchase and acquire from Seller, certain assets of Seller used or held for use only in the conduct of the Business, and in connection therewith, Purchaser has agreed to assume certain of the liabilities of Seller relating to the Business, all on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I SALE OF ASSETS AND CLOSING

1.01 Assets.

(a) Assets Transferred. On the terms and subject to the conditions set forth in this Agreement, Seller will sell, transfer, convey, assign and deliver to Purchaser, and Purchaser will purchase and pay for, at the Closing, free and clear of all Liens other than Permitted Liens, all of Seller's right, title and interest in, to and under the assets and properties of Seller used or held for use only in the conduct of the Business, as the same shall exist on the Closing Date (the "Assets"), such assets shall include the following assets, but shall specifically exclude the Excluded Assets (as such term is defined in Section 1.01(b)):

(i) Inventory. All inventories of Products (as defined in Section 2.14(b)) including raw materials, work-in-process, finished goods, products under research and development, demonstration equipment, office and other supplies, parts, packaging materials and other accessories which are held at, or are in transit from or to, the locations at which the Business is conducted, or located at customers' premises on consignment, in each case, which are used or held for use by Seller only in the conduct of the Business, including any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any other Person, together with all rights of Seller against suppliers of such inventories (the "Inventory");

(ii) Tangible Personal Property. All equipment, machinery and other tangible personal property (other than Inventory) used or held for use only in the conduct of the Business at the locations at which the Business is conducted or at customers' premises on consignment, or otherwise used or held for use by Seller only in the conduct of the

Business (including but not limited to the items listed in Section 1.01(a)(ii) of the Disclosure Schedule), including any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any other Person (the "Tangible Personal Property");

(iii) Accounts Receivable. All trade and other accounts receivable and all notes, bonds and other evidences of Indebtedness of and rights to receive payments relating only to the conduct of the Business, including any rights of Seller with respect to any third party collection procedures or any other Actions or Proceedings which have been commenced in connection therewith (the "Accounts Receivable");

(iv) Personal Property Leases. The leases of Tangible Personal Property used only in the conduct of the Business described in Section 1.01(a)(iv) of the Disclosure Schedule as to which Seller is the lessee or sublessee, together with any options to purchase the underlying property (the leases and subleases described above, the "Personal Property Leases");

(v) Business Contracts. All Contracts (other than the Real Property Lease and the Personal Property Leases) to which Seller or TimeCorp Systems, Inc. is a party and which are utilized only in the conduct of the Business, including without limitation Contracts listed on Schedule 1.01(a)(v) of the Disclosure Schedule (the "Business Contracts");

(vi) Intellectual Property. All Intellectual Property used or held for use only in the conduct of the Business (including Seller's goodwill in any trademarks included therein), including but not limited to the items listed in Section 1.01(a)(vi) of the Disclosure Schedule (the "Intellectual Property Assets");

(vii) Licenses. All Licenses (including applications therefor) utilized only in the conduct of the Business, including but not limited to the Licenses listed in Section 1.01(a)(vii) of the Disclosure Schedule (the "Business Licenses");

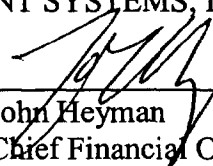
(viii) Books and Records. All Books and Records used or held for use only in the conduct of the Business or otherwise relating to the Assets, other than the minute books, stock transfer books and corporate seal of Seller (the "Business Books and Records"); and

(ix) Other Assets and Properties. All other assets and properties of Seller used or held for use by Seller only in the conduct of the Business, excluding the Excluded Assets.

(b) Excluded Assets. Notwithstanding anything in this Agreement to the contrary, the following assets and properties of Seller (the "Excluded Assets") shall be excluded from and shall not constitute Assets:

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each party as of the date first above written.

RADIANT SYSTEMS, INC.

By: 
John Heyman
Chief Financial Officer

VERIFONE, INC.

By: _____
Name: _____
Title: _____

HEWLETT-PACKARD COMPANY

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each party as of the date first above written.

RADIANT SYSTEMS, INC.

By: _____
John Heyman
Chief Financial Officer

VERIFONE, INC.

By: Charles N. Charnas
Name: CHARLES N. CHARNAS
Title: ASSISTANT SECRETARY

HEWLETT-PACKARD COMPANY

By: Charles N. Charnas
Name: CHARLES N. CHARNAS
Title: ASSISTANT SECRETARY

DISCLOSURE SCHEDULE SECTION 1.01 (a)(vi)

Registered Trademarks – United States:

TIMECORP, 167897, Class 9, March 10, 1992
TIMECORP, 1655799, Classes 41 & 42, September 3, 1991
TIME TASK MANAGEMENT, 2122503, Class 9, December 16, 1997
THE RIGHT PEOPLE AT THE RIGHT PLACE AT THE RIGHT
TIME, 2048565, Class 9, April 1, 1997
MINUTEMAN, 2058640, Class 9
PUSH BUTTON SCHEDULER, 2202318, Class 9, November 3, 1998
LABORDAY, 2105221, Class 9, October 14, 1997

Registered Trademarks – United Kingdom:

TIMECORP, Class 9 & 16, 2014649, December 1, 1995
PUSH BUTTON SCHEDULER, Class 9, 2034509, April 14, 1997

Pending Trademarks Registrations – United States

VISUAL LABOR MANAGEMENT, Class 9, Filed September 22, 1998
TIMESTATION, Class 9, filed May 7, 1997

Registered Patent:

Automated Labor Alert and Remote Messaging System (ALARMS),
filed May 12, 1994 and amended June 22, 1995

Pending Invention Disclosure:

Activity-Based Scheduling (ABS/VBOSS) dated February 29, 2000

Domain Name Registration:

TimeCorp.com, registered April 14, 1998