

FORM PTO-1594
1-31-92

RECOR



101892039

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

<p>1. Name of conveying party(ies):</p> <p>TSW International, Inc. <i>10/25/01</i></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State: Georgia</p> <p><input type="checkbox"/> Other</p> <p>Additional name(s) of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: Newco Group, Inc.</p> <p>Internal Address:</p> <p>Street Address: 60 Spear Street</p> <p>City: San Francisco State: CA Zip: 94105</p> <p><input type="checkbox"/> Individual(s) citizenship:</p> <p><input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State: Delaware</p> <p><input type="checkbox"/> Other:</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Designation must be a separate document from Assignment)</p> <p>Additional names and addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other:</p> <p>Execution Date: June 5, 1997</p>	

<p>4. Application Number(s) or Registration Number(s).</p> <p>A. Trademark Application No(s):</p>	<p>B. Trademark Registration No(s): 1,655,435</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Mary L. Shapiro TOWNSEND AND TOWNSEND AND CREW LLP Two Embarcadero Center, 8th Floor San Francisco, California 94111-3834 (415) 576-0200</p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41): \$40</p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Charge Fees to Deposit Account</p> <p><input checked="" type="checkbox"/> Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.</p> <p>8. Deposit account number: 20-1430</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

Mary L. Shapiro *Mary L. Shapiro* 10/16/01
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 8

10. Change Correspondence Address to that of Part 5? Yes No

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover to:

11/01/2001 LMUELLER 00000010 201430 1655435

01 FC:481 40.00 CH

Commissioner for Trademarks
Box: Assignments
Washington, D.C. 20231

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

THIS AGREEMENT AND PLAN OF MERGER AND REORGANIZATION (this "Agreement") is entered into as of June 5, 1997, by and among THE INDUS GROUP, INC., a California corporation ("INDUS"), NEWCO GROUP, INC., a Delaware corporation ("Newco"), and TSW International, Inc., a Georgia corporation ("TSW").

RECITALS

A. The parties intend that, subject to the terms and conditions of this Agreement, INDUS and TSW will each become a subsidiary of a new Delaware corporation named Newco which has been formed by INDUS solely for the purpose of the transactions contemplated hereunder. To effect such transactions, (i) Newco will form two new corporations, INDUS Sub, a California corporation, and TSW Sub, a Georgia corporation, respectively as wholly-owned subsidiaries of Newco, (ii) INDUS Sub will merge with and into INDUS, with INDUS to be the surviving corporation of such merger (the "INDUS Merger"), and (iii) TSW Sub will merge with and into TSW, with TSW to be the surviving corporation of such merger (the "TSW Merger," and together with the INDUS Merger, the "Mergers"), all pursuant to the terms and conditions of this Agreement, the agreements of merger substantially in the forms of Exhibit A and Exhibit B hereto (the "Agreements of Merger") and the applicable provisions of the California General Corporation Law (the "CGCL") and the Georgia Business Corporation Code (the "GBCC"). Upon the effectiveness of the Mergers, all of the outstanding capital stock of INDUS and all of the outstanding capital stock of TSW will be converted into common stock, par value \$.001 per share, of Newco (the "Newco Common Stock"). Newco will assume all outstanding options, warrants and rights to purchase shares of common stock of each of INDUS and TSW, as provided in this Agreement and the Agreements of Merger. The Newco common stock issued in the Mergers will be registered under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to a Newco registration statement.

B. The Mergers are each intended to be treated as (i) a tax-free reorganization pursuant to the provisions of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) a "pooling of interests" for accounting purposes.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. PLAN OF MERGER AND REORGANIZATION

1.1 The Organization of Newco, INDUS Sub and TSW Sub. INDUS has formed Newco under the laws of the State of Delaware for the purposes of the transactions contemplated by the Mergers. INDUS currently owns, and will own immediately prior to the Effective Time (as defined below), all of the outstanding shares of capital stock of Newco, consisting of 10 shares of common stock, par value \$.001 per share, of Newco ("Newco Common Stock"). Other than the shares of Newco Common Stock owned by INDUS, Newco currently has no outstanding securities and will not issue any securities prior to the Effective Time, will conduct no business or operations,

will have no assets and will enter into no agreements or obligations except as required or contemplated by this Agreement or necessary to perform its obligations hereunder. As soon as practicable after the date of this Agreement, Newco shall form a wholly-owned subsidiary named INDUS Sub, Inc. ("INDUS Sub"), under the laws of California, and a wholly-owned subsidiary named TSW Sub, Inc. ("TSW Sub") under the laws of Georgia. The form of the Certificate of Incorporation and By-laws of Newco as will be in effect at the Effective Time are attached hereto as Exhibit C and Exhibit D, respectively.

1.2 The INDUS Merger. Subject to the terms and conditions of this Agreement, Newco will cause INDUS Sub to execute and deliver an Agreement of Merger in the form to be agreed upon by the parties to this Agreement and to be subsequently attached hereto as Exhibit A (the "INDUS Agreement of Merger") pursuant to which, in accordance with the applicable provisions of the CGCL, at the Effective Time, INDUS Sub shall be merged with and into INDUS (the "INDUS Merger"), with INDUS continuing as the surviving corporation (in such capacity, the "INDUS Surviving Corporation").

1.3 The TSW Merger. Subject to the terms and conditions of this Agreement, and simultaneously with the execution of the INDUS Agreement of Merger, Newco will cause TSW Sub to execute and deliver an Agreement of Merger in the form to be agreed upon by the parties to this Agreement and to be subsequently attached hereto as Exhibit B (the "TSW Agreement of Merger") pursuant to which, and in accordance with the GBCC, at the Effective Time, TSW Sub shall be merged with TSW (the "TSW Merger"), with TSW continuing as the surviving corporation (in such capacity, the "TSW Surviving Corporation").

1.4 Conversion of Capital Stock in the INDUS Merger.

(a) Except as provided in paragraph (b), each share of the common stock, par value \$.001 per share, of INDUS ("INDUS Common Stock"), that is issued and outstanding immediately prior to the Effective Time will by virtue of the INDUS Merger and at the Effective Time, and without any further action on the part of INDUS, Newco or any holder of INDUS Common Stock, be converted into the right to receive one share (the "INDUS Applicable Ratio") of validly issued, fully paid and nonassessable Newco Common Stock.

(b) Each share of INDUS Common Stock held in the treasury of INDUS or any of which are owned by Newco, INDUS, TSW or any direct or indirect wholly-owned subsidiary of Newco, INDUS or TSW immediately prior to the Effective Time will by virtue of the INDUS Merger and at the Effective Time be canceled and extinguished without any conversion thereof.

(c) Each issued and outstanding share of capital stock of INDUS Sub will by virtue of the INDUS Merger and at the Effective Time be converted into one fully paid and nonassessable share of common stock, \$.001 par value, of the INDUS Surviving Corporation.

been filed other than for Taxes not yet due and payable. None of TSW or any of the TSW Subsidiaries (i) has made an election to be treated as a "consenting corporation" under Section 341(f) of the Code or (ii) is a "personal holding company" within the meaning of Section 542 of the Code. TSW operates at least one historic business line, or owns at least a significant portion of its historic business assets, in each case within the meaning of Treasury Regulation §1.368-1(d).

As used in this Agreement, "Tax" means any of the Taxes and "Taxes" means, with respect to any entity, (A) all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all gross receipts, sales, use, ad valorem, transfer, franchise, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property or windfall profits taxes, alternative or add-on minimum taxes, customs duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest and any penalties or additional amounts imposed by any taxing authority (domestic or foreign) on such entity, and (B) any liability for the payment of any amount of the type described in the immediately preceding clause (A) as a result of being a "transferee" (within the meaning of Section 6901 of the Code of any other applicable law) of another entity or a member of an affiliated or combined group.

2.15 Intellectual Property.

(a) Section 2.15 of the TSW Disclosure Letter contains a complete and accurate list of all United States and foreign: (i) patents; (ii) copyright registrations and mask work registrations; (iii) trademarks registrations and trademark intent-to-use registrations; (iv) registered user licenses; (v) all applications, provisional applications or other filings for or to obtain any of the foregoing; and (vi) any other similar registrations or applications for Intellectual Property Rights (as defined below) owned by, or filed by, or on behalf of, TSW or any of the TSW Subsidiaries anywhere in the world (all of the foregoing, "TSW Registered Intellectual Property").

(b) Section 2.15 of the TSW Disclosure Letter contains a complete and accurate list of all material software programs and other products sold or licensed by TSW or any of the TSW Subsidiaries.

(c) All TSW Intellectual Property Rights are owned free and clear of any liens, encumbrances or security interests.

(d) TSW and the TSW Subsidiaries own, or have the right to use, sell or license such Intellectual Property Rights (as defined below) as are necessary or required for the conduct of their respective businesses as presently conducted (such Intellectual Property Rights being hereinafter collectively referred to as the "TSW IP Rights") and such ownership or rights to use, sell or license are reasonably sufficient for such conduct of their respective businesses, except for any failure to own or have the right to use, sell or license that would not have a Material Adverse Effect on TSW.

(e) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not constitute a breach of any material instrument or material agreement in respect of any Intellectual Property Rights licensed by or to TSW or the TSW Subsidiaries (the "TSW IP Rights Agreements"), will not cause the forfeiture or termination or give rise to a right of forfeiture or termination of any TSW IP Right or materially impair the right of TSW and the TSW Subsidiaries or the TSW Surviving Corporation to use, sell or license any TSW IP Right or portion thereof (except where such breach, forfeiture, termination or impairment would not have a Material Adverse Effect on TSW).

(f) There are no royalties, honoraria, fees or other payments payable by TSW to any person by reason of the ownership, use, license, purchase, sale, disposition or acquisition of the TSW IP Rights (other than as set forth in the TSW IP Rights Agreements listed in the TSW Disclosure Letter).

(g) To TSW's knowledge, no third party is infringing or misappropriating any Intellectual Property Rights, including TSW Registered Intellectual Property, owned by TSW or any of the TSW Subsidiaries.

(h) Neither the manufacture, marketing, license, sale nor the intended use of any product currently licensed or sold by TSW or any of the TSW Subsidiaries or currently under development by TSW or any of the TSW Subsidiaries violates any license or agreement between TSW or any of the TSW Subsidiaries and any third party or infringes any Intellectual Property Right of any other party; and there is no pending or, to TSW's knowledge, threatened claim or litigation contesting the validity, ownership or right to use, sell, license or dispose of any TSW IP Right, nor has TSW or any of the TSW Subsidiaries received any notice asserting that any TSW IP Right or the proposed use, sale, license or disposition thereof conflicts or will conflict with the rights of any other party, except for any violations, infringements, claims or litigation that would not have a Material Adverse Effect on TSW, nor, to TSW's knowledge, is there any basis for any such assertion.

(i) TSW has taken reasonable and practicable steps designed to safeguard and maintain the secrecy and confidentiality of, and its proprietary rights in, all material trade secrets or other confidential information constituting TSW IP Rights. To TSW's knowledge, no current or prior officers, employees or consultants of TSW or of any of the TSW Subsidiaries claim an ownership interest in any TSW IP Rights as a result of having been involved in the development of such property while employed by or consulting to TSW or of any of the TSW Subsidiaries, or otherwise. Except as disclosed in Section 2.15 of the TSW Disclosure Letter, all current officers and development employees and, to TSW's knowledge, all other current employees and consultants of TSW or any of the TSW Subsidiaries have executed and delivered to TSW or the TSW Subsidiary an agreement substantially in the form provided to INDUS or its counsel regarding the protection of proprietary information and the assignment to TSW or the TSW Subsidiary of all Intellectual Property Rights arising from the services performed for TSW or the TSW Subsidiary by such persons.

The Indus Group, Inc.
June 5, 1997
Page 9 of 12

August 8, 1996, and (iii) under the TSW 1995 Stock Option Plan for Outside Directors will accelerate as a result of the transactions contemplated by the Agreement. Schedule 1.10 is incorporated herein by reference. Governor Busbee, the only optionee under the TSW 1995 Stock Option Plan for Outside Directors, has options to purchase 13,500 shares of TSW Common Stock pursuant to such plan.

Section 2.14 Taxes.

An Internal Revenue Service audit of TSW for the fiscal year ended March 31, 1994 remains open. TSW has negotiated a resolution of this audit with the IRS which is currently in Joint Committee. If the audit is resolved pursuant to the negotiated resolution, such resolution will not be materially adverse to the financial condition of TSW.

TSW was notified on May 30, 1997 of a pending sales tax audit by the Illinois Department of Revenue.

Section 2.15 Intellectual Property.

Schedule 2.15(a)(i) contains a list of United States copyright registrations filed by TSW or any of the TSW Subsidiaries. One or more of the foreign subsidiaries of TSW may have registered additional copyrights in jurisdictions outside the United States.

Schedule 2.15(a)(ii) contains a list of TSW's United States and foreign trademark registrations and trademark intent-to-use registrations filed by TSW or any of the TSW Subsidiaries.

Schedule 2.15(b) contains a list of all material software programs and other products sold or licensed by TSW or any of the TSW Subsidiaries.

In connection with its loan to TSW, Greyrock holds a security interest in all of TSW's present and future United States registered copyrights and copyright registrations, each of the trademarks and rights and interest which are capable of being protected as trademarks and each of the patents and patent applications which are presently, or in the future may be, owned issued, acquired or used by TSW, as further set forth in the instruments referenced as Documents 3.1b and 3.1c on the Due Diligence Materials List. Greyrock also holds a security interest in certain additional General Intangibles of TSW as defined in, and pursuant to, the Loan and Security Agreement referenced as Document 3.1a on the Due Diligence Materials List.

The Spicer and SQRibe agreements have expired, and TSW is currently renegotiating the renewal of such agreements. Although there is no formal agreement in place, TSW continues to sell products which incorporate the Spicer and SQRibe products.

Schedule 2.15(f) sets forth the agreements with royalty payments payable by TSW to any person by reason of the ownership, use, license, purchase, sale, disposition or acquisition of the TSW IP Rights.

Schedule 2.15(a)(i)

Title of Work	Year of Creation	Registration Number	Date of Issuance
MPAC-UX 14.1	1989	TX 4-219-145	1/29/96
MPAC-UX 14.2	1989	TX 4-210-797	1/29/96
MPAC-UX 14.3	1990	TX 4-210-796	1/29/96
MPAC-UX 15.0	1991	TX 4-186-585	1/29/96
MPAC-UX 15.1	1992	TX 4-201-672	1/29/96
MPAC-UX 16.0	1992	TX 4-201-675	1/29/96
MPAC-UX 17.0	1994	TX 4-201-667	1/29/96
MPAC-UX 18.0	1995	TX 4-201-666	1/29/96
MPAC-2000 3.3	1991	TX 4-213-189	1/29/96
MPAC-2000 5.0	1994	TX 4-213-190	1/29/96
MPAC-SQL 2.0	1991	TX 4-194-383	1/29/96
MPAC-SQL 2.2	1992	TX 4-194-384	1/29/96
MPAC-SQL 3.1	1994	TX 4-194-382	1/29/96
MPAC-SQL 3.4	1994	TX 4-194-381	1/29/96
MPAC-SQL 3.5	1995	TX 4-194-380	1/29/96
EMPAC 6.0	1995	TX 4-213-188	1/29/96
EMPAC 6.1	1995	TXu 728-359	1/29/96
EMPAC 7.5	1996	Pending	Pending
EPS 2.0	1995	TX 4-186-596	1/29/96
Curator 1.0	1994	TX 4-186-594	1/29/96
Curator 1.1	1994	TX 4-186-593	1/29/96
Curator 2.0	1995	TX 4-213-038	1/29/96
Curator Hyperlinking 1.0	1994	TX 4-227-303	1/29/96
Natural Language for MPAC-SQL 1.0	1992	TX 4-186-595	1/29/96

21

22

Schedule 2.15(a)(ii)

<u>Trademark</u>	<u>Status</u>
The System Works	Registered in U.S.
Cimix	Registered in France.
Curator	Registered in the U.S.
Asset Care	Application has been made for registration in U.S.