

11-19-2001



101897452

HEET

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Docket No.:

017977/0003

Tab settings → → → ▼

To the Honorable Commissioner of

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Pro-Mation, Inc.

11-15-01

- Individual(s)
- General Partnership
- Corporation-State Utah
- Other _____

- Association
- Limited Partnership

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

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

Name: Geac Commercial Systems, Inc.

Internal Address: SEE ATTACHED SCHEDULE

Street Address: _____

City: _____ State: _____ ZIP: _____

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State North Carolina
- 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
- Security Agreement
- Other Asset Purchase Agreement

- Merger
- Change of Name

Execution Date: as of Aug. 16, 1996

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

A. Trademark Application No.(s)

NONE

B. Trademark Registration No.(s)

1437882
2021538

Additional numbers Yes No

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

Name: Joshua R. Bressler

Internal Address: Sullivan & Cromwell

Street Address: 125 Broad St.

City: New York State: NY ZIP: 10004

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

2

7. Total fee (37 CFR 3.41):.....\$ \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

11/16/2001 6TOM11 00000126 1437882

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 DP
25.00 DP

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.

Joshua R. Bressler

Name of Person Signing

Signature

11-13-01

Date

Total number of pages including cover sheet, attachments, and **TRADEMARK**

SCHEDULE

2. Name and address of receiving party:

c/o Geac Computer Corporation Limited
Attn: Ruth Klein, Esq., Assistant General Counsel
11 Allstate Parkway, Suite 300
Markham, Ontario, Canada L3R 9T8

ASSET PURCHASE AGREEMENT

Between

**PRO-MATION, INC.
(as Seller)**

and

**GEAC COMMERCIAL SYSTEMS, INC.
(as Buyer)**

ASSET PURCHASE AGREEMENT dated as of August 16, 1996 between PRO-MATION, INC., a Utah corporation ("Seller") and GEAC COMMERCIAL SYSTEMS, INC., a North Carolina corporation ("Buyer").

The Seller and Buyer are referred to herein collectively as the "Parties," or singly as a "Party," as the context requires or permits. All references to Articles, Sections and subsections refer to Articles, Sections and subsections of this Agreement, and all references to Exhibits and Schedules are to Exhibits and Schedules annexed hereto, each of which is made a part hereof for all purposes.

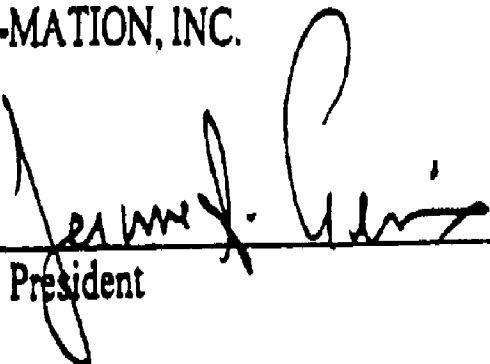
In consideration of the mutual covenants, agreements, representations and warranties herein contained, the parties agree as follows:

ARTICLE 1. PURCHASE AND SALE OF ASSETS

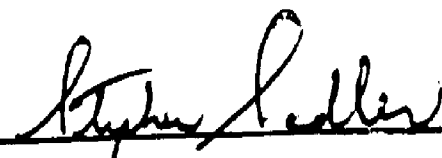
1.1 Assets; Excluded Assets; Assumed Liabilities. Subject to the terms and conditions of this Agreement, the Seller agrees to convey, transfer, assign, and deliver to the Buyer and the Buyer agrees to purchase and take at the Closing (as defined in Article 5), all of the assets of the Seller, including, without limitation, the premises lease for 5242 South College Dr., Murray, Utah, fixtures, furniture, equipment, inventory, trade accounts receivable, materials, supplies, maintenance and support contracts, contract rights, accounts receivable, cash, prepaid expenses, trademarks, service marks, trade names, copyrights, sales data, and customer lists of the Seller relating to such assets, all as the same exists as of the Closing (collectively, the "Assets"). Without limiting the generality of the foregoing, the Assets will include, without

IN WITNESS WHEREOF, The Seller and the Buyer have duly executed and delivered
this Agreement as of the day and year first above written.

PRO-MATION, INC.

By 
Its President

GEAC COMMERCIAL SYSTEMS, INC.

By 
Its

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SCHEDULE "A"
Section 1.1

ASSET PURCHASE AGREEMENT
Between
PRO-MATION, INC.
and
GEAC COMMERCIAL SYSTEMS, INC.

ASSETS:

1. Cash balance at closing (8/16/96).
2. Accounts receivable 8/16/96.
3. Inventory - Supplies.
4. Prepaid expenses.
5. Fixed assets (computer equipment, auto, furniture/office equipment, off the shelf software).
6. Lease deposits.
7. Workers compensation deposit.
8. UPS deposit.
9. Var network.
10. Client/customer list.
11. Trademarks, [copy rights], company name as well as any registered trademarks and copyrights.

*drafting enr
S/W owned by Geac Canada
limited*

**Geac Commercial Systems, Inc.
Schedule A**

Trademark Registration No.(s):

1437882

2021538