

11-19-2001



101897468

Docket No.:

017977/0003

Tab settings

To the Honorable Commissioner of Patents and Trademarks.

attached original documents or copy thereof.

1. Name of conveying party(ies):

Libra Corporation

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: Aug. 28, 1996

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

A. Trademark Application No.(s)

NONE

B. Trademark Registration No.(s)

1633884
1958008

Additional numbers Yes No

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

Name: Josh 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 00000124 1633884

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
25.00 OP

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]

Signature

11-13-01

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002396 FRAME: 0454

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 SALE AND PURCHASE AGREEMENT

THIS ASSET SALE AND PURCHASE AGREEMENT (this "Agreement"), is made and entered into this 28th day of August, 1996, between LIBRA CORPORATION, a Utah corporation (the "Seller"), and GEAC COMMERCIAL SYSTEMS, INC., a North Carolina corporation (the "Buyer"), collectively referred to herein as the "Parties" or, individually, as a "Party".

RECITALS:

WHEREAS, the Seller owns certain assets and conducts certain business pertaining to a software product known as "Signature" (collectively, the "Business"); and

WHEREAS, the Buyer desires to acquire the Business upon the terms hereinafter described; and

WHEREAS, the Seller desires to sell and transfer to the Buyer all of the Seller's right, title and interest in and to the Business upon the terms hereinafter described;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference as though fully set forth at this place.

Section 2. Assets. The Seller agrees to sell and the Buyer agrees to purchase the items identified in Exhibit A attached hereto and incorporated herein by reference, all of which are collectively referred to herein as the "Assets". The Assets, as expressly described in Exhibit A, represent and constitute all of the assets of the Seller that are being sold to and

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the

date first above written.

SELLER:

LIBRA CORPORATION,
a Utah corporation

By 
Title: President/CEO

BUYER:

GEAC COMMERCIAL SYSTEMS, INC.,
a North Carolina corporation


By 
Title: President - CEO

EXHIBIT A

ASSETS

The Assets purchased pursuant to the Agreement are described below.

(f) Intangible Assets:

All right, title and interest in the tradenames "LIBRA" and "Signature". The Trademarks owned by LIBRA: Canadian Trademark TMA 394,759; U.S. Trademark 1,633,884. However, excluding the "*Perspectives by LIBRA*" Trademark No. 74/659,525.