

11-19-2001

IEET

Docket No.:



LY

017977/0003

101897268

Tab settings

To the Honorable Commissioner of P.

... record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Clarus Corporation

11-15-01

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **Intellectual Property Rights Purchase Agreement**
- Merger
- Change of Name

Execution Date: as of Aug. 24, 1999

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

Name: Geac Canada Limited

Internal Address: SEE ATTACHED SCHEDULE

Street Address: _____

City: _____ State: _____ ZIP: _____

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **Canadian corporation**

If assignee is not domiciled in the United States, a domestic designation is Yes N
 (Designations must be a separate document from Yes N
 Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

NONE

B. Trademark Registration No.(s)

2172568

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:.....

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

11/16/2001 6TON11 00000136 2172568

01 FC:481

40.00 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

Joshua R. Bressler
Signature

11-14-01

Date

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

REEL: 002396 FRAME: 0478

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

INTELLECTUAL PROPERTY RIGHTS PURCHASE AGREEMENT

BETWEEN

GEAC CANADA LIMITED

AND

CLARUS CORPORATION

INTELLECTUAL PROPERTY RIGHTS PURCHASE AGREEMENT

THIS INTELLECTUAL PROPERTY RIGHTS PURCHASE AGREEMENT (the "Agreement") is made as of the 24th day of August, 1999 by and between Clarus Corporation, a Delaware Corporation (the "Company"), and Geac Canada Limited, a Canadian corporation (the "Buyer"). All amounts referred to herein as denominated in "dollars" or preceded by the "\$" sign are stated in U.S. dollars.

WHEREAS, the Company desires to sell substantially all of the intellectual property related to the Business, as such term is defined below, for the consideration set forth below, subject to the terms and conditions of this Agreement;

WHEREAS, the Buyer desires to purchase such assets and assume certain related liabilities, subject to the terms and conditions of this Agreement;

WHEREAS, the Board of Directors of the Buyer has approved the transactions contemplated herein upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, for purposes of this Agreement, the term "Business" means all of the business conducted by the Company, of each and every nature, relating to the development, marketing, licensing and sale of products for use in the Financial, Enterprise Resource Planning and Human Resources markets, and, for greater certainty, excluding the Electronic Commerce Business;

WHEREAS, for purposes of this Agreement, the term "Electronic Commerce Business" means the development, marketing, licensing and sale of products for use in electronic commerce, currently consisting of the "Clarus E Procurement" and "Clarus Commerce" products;

WHEREAS, the Board of Directors of the Company (the "Company's Board of Directors") has approved this Agreement, has determined that the transactions contemplated by this Agreement, taken together, are in the best interests of the Company's stockholders and has agreed to recommend that the stockholders of the Company approve this Agreement and the transactions contemplated hereby.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Purchase and Sale of the Assets.

1.1. Purchase of the Assets. Subject to and upon the terms and conditions of this Agreement, at the closing of the transactions contemplated by this Agreement the Company will sell, transfer, convey, assign and deliver to the Buyer, and the Buyer will purchase, acquire,

accept and pay for, all of the Company's right, title and interest in and to all of the Company Intellectual Property (as defined below).

1.2. Further Assurances. At any time and from time to time after the Closing, at the Buyer's request and without further consideration, the Company shall promptly execute and deliver such instruments of sale, transfer, conveyance, assignment and confirmation, and take all such other action as the Buyer may reasonably request, more effectively to transfer, convey and assign to the Buyer, and to confirm the Buyer's title to, all of the Company Intellectual Property and to carry out the purpose and intent of this Agreement.

2.4. Intellectual Property. For purposes of this Agreement, the following terms have the following definitions:

"Intellectual Property Rights" shall mean any or all of the following and all rights in, arising out of, or associated therewith: (i) all United States, international and foreign patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (ii) all inventions (whether or not patentable), invention disclosures, improvements, trade secrets, proprietary information, processes, formulas, know how, computer software programs (in both source code and object code form), technology, technical data and customer lists, tangible or intangible proprietary information, and all documentation relating to any of the foregoing; (iii) all copyrights, copyrights registrations and applications therefor, and all other rights corresponding thereto throughout the world; (iv) all industrial designs and any registrations and applications therefor throughout the world; (v) all trade names, logos, business names, common law trademarks and service marks, trademark and service mark registrations and applications therefor throughout the world; (vi) all customer lists, databases and data collections and all rights therein throughout the world; (vii) all moral and economic rights of authors and inventors, however denominated, throughout the world; (viii) all Software; (ix) all licenses and other agreements to which the Company is a party (as licensor or licensee) or by which the Company is bound relating to any of the foregoing kinds of property; (x) all rights to any "know how", trade secrets or use of ideas; and (xi) any similar or equivalent rights to any of the foregoing anywhere in the world;

"Commercial Software Rights" shall mean commercially available software programs generally available to the public (including without limitation both so-called "shrink-wrap" software and enterprise software) which have been licensed to the Company or its subsidiaries pursuant to end-user licenses and which are used in the Business, but are in no way a component of or incorporated in any of the Company's or any of its subsidiaries' Software;

"Company Intellectual Property" shall mean any Intellectual Property Rights to the extent used in or under development for use in the Business, including without limitation those Intellectual Property Rights used internally by the Company in the Business and those licensed, sold or distributed by the Company in the Business to third parties, but excluding all Commercial Software Rights and Embedded Third Party Software;

"Software" means the software specified in Schedule 2.4 and all other software used in connection with the Business or on order or under development for use in connection with the Business, whether or not for internal use or for licensing, sale or distribution.

"Registered Intellectual Property" shall mean all United States, international and foreign: (i) patents and patent applications (including provisional applications); (ii) registered trademarks, applications to register trademarks, intent-to-use applications, or other registrations or applications related to trademarks; (iii) registered copyrights and applications for copyright registration; and (iv) any other Intellectual Property Rights that are the subject of an application, certificate, filing, registration or other document issued, filed with, or recorded by any state, government or other public legal authority; and

"Company Registered Intellectual Property" means all of the Registered Intellectual Property owned by, or filed in the name of, the Company or any subsidiary and used in the Business.

"Embedded Third Party Software" shall mean all Software that is licensed to the Company by a third party and is a component of, or incorporated into, any of the Company's or any of its subsidiaries' products that are included in the Business.

Schedule 2.4

The Software is comprised of the current and previous versions of the following:

Financial Applications:

General Ledger

- General Ledger Budget
- General Ledger Consolidations
- General Ledger Reports
- General Ledger Loader

Accounts Payable

- Accounts Payable Banks
- Accounts Payable Reports
- Accounts Payable Loader

Accounts Receivable

- Accounts Receivable Utilities
- Accounts Receivable Reports
- Accounts Receivable Loader

Revenue Accounting

- Revenue Accounting Reports
- Revenue Accounting Loader

Fixed Assets

- Fixed Assets Reports
- Fixed Assets Loader

Purchasing Control

HRMS Applications:

Personnel

Payroll

Benefits

HRPoint

Active Architecture:

System Manager

Workload/Graphical Architect

Data Exchange/Graphical Architect

Analysis/ Graphical Architect

Business Controls/ Graphical Architect

Solution/ Graphical Architect

Document Manager/(Analysis/Graphical Architect

Financial Statement Accelerator

Clarus OLAP

Clarus Budget

**Schedule 2.4
Company Registered Intellectual Property**

Trademark	Application Serial # or Registration #	Jurisdictions where Pending or Registered	Registered Owner
SQL FINANCIALS*	1,799,206	US	Clarus Corporation
SQL FINANCIALS (Pending)	876,628 Canada	Clarus Corporation	
GRAPHICAL ARCHITECTS	2,167,261	US	Clarus Corporation
WORLD CLASS APPLICATIONS..... BREAKTHROUGH IN TIME	2,169,258	US	Clarus Corporation
ACTIVE ARCHITECTURE	2,172,568	US	Clarus Corporation
HRPOINT	75/540,319 Pending	US	Clarus Corporation
ANALYSIS/GRAPHICAL ARCHITECT	Not filed.		
BUSINESS CONTROLS/GRAPHICAL ARCHITECT	Not filed.		
DATA EXCHANGE/GRAPHICAL ARCHITECT	Not filed.		
INTERNET/GRAPHICAL ARCHITECT	Not filed.		
SOLUTION/GRAPHICAL ARCHITECT	Not filed.		
WORKFLOW/GRAPHICAL ARCHITECT	Not filed.		
WORKLOAD/GRAPHICAL ARCHITECT	Not filed.		

GEAC CANADA LIMITED

November 14, 2001

Commissioner of Patents and Trademarks
Washington, DC 20231

Re: Appointment of Domestic Representative for the Trademark Applications and Registrations
identified on Schedule A attached hereto

Dear Sir or Madam:

Pursuant to Trademark Manual of Examining Procedure Section 501.04, Geac Canada Limited hereby designates the following person at the address immediately below as its domestic representative, upon whom notices or process concerning the trademark applications and/or registrations set forth on Schedule A attached hereto may be served:

Wayne C. Marus, Esq.
LeBocuf, Lamb, Greene & MacRae, L.L.P.
125 West 55th Street
New York, NY 10019-5389
Tel: (212) 424-8000
Fax: (212) 424-8500

Sincerely,



Name:
Title:

Shelley R. Isenberg
Vice President
General Counsel

C/O GEAC COMPUTER CORPORATION LIMITED
• 11 ALLSTATE PARKWAY, SUITE 300 • MARKHAM, ONTARIO L3R 9T8
PHONE: 905-475-0525 • FAX: 905-642-1961