

01-31-2002

EET

To The Honorable Commissioner

Attached original documents or copy thereof.



101976231

1. Name of conveying party(ies):

Campbell Software, Inc.

- () Individual(s) () Association
 () General Partnership () Limited Partnership
 (X) Corporation-State: **Illinois**
 () Other:

Additional name(s) of conveying party(ies)
 attached? () YES (X) NO

3. Nature of Conveyance:

- (X) Assignment () Merger
 () Security Agreement () Change of Name
 () Other:

Execution Date: **April 22, 1999**

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

Name: **SAP AG**Internal Address: **Neurottstrasse 16**Street Address: **Neurottstrasse 16**City: **Walldorf**Country: **Germany** ZIP: **69190**

() Individual(s) citizenship:

() Association:

() General Partnership:

() Limited Partnership:

(X) Corporation: **German Company**

() Other:

If assignee is not domiciled in the United States, a domestic
 representative designation is attached: (X) YES () NO
 (Designation must be a separate document from Assignment)

Additional name(s) & address attached? () YES (X) NO

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,741,010**2,024,935****1,971,239****2,279,388**

Additional numbers attached? () YES (X) NO

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

Name: **Laura Genovese Miller**

Internal Address:

**WOODCOCK WASHBURN KURTZ MACKIEWICZ &
 NORRIS LLP**

One Liberty Place - 46th Floor

Street Address: **1650 Market Street**City: **Philadelphia** State: **Pennsylvania**ZIP: **19103-7301**

6. Total number of applications and registrations involved:

47. Total fee (37 CFR 3.41):.....\$**115.00**

(X) Enclosed

() Authorized to be charged to deposit account

8. Deposit account number: **23-3050**

(Attach duplicate copy of this page if paying by deposit account)

01/30/2002 GTOM11 00000078 1741010

DO NOT USE THIS SPACE

18 200

01 FC:481 40.00 OP

02 FC:482 75.00 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.

Laura Genovese Miller*Laura G. Miller***December 17, 2001**

Name of Person Signing

Signature

Date

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project. (0651-0011).

TRADEMARK

REEL: 002434 FRAME: 0354

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") dated as of April 22, 1999 by and between Campbell Software, Inc., a corporation formed under the laws of the State of Illinois ("Assignor"), and SAP AKTIENGESELLSCHAFT, a company formed under the laws of the Republic of Germany ("Assignee").

WHEREAS, Assignor merged with SAP Acquisition Corporation pursuant to the Agreement and Plan of Merger dated as of January 15, 1999 ("Merger Agreement").

WHEREAS, as the Surviving Corporation of the merger, Assignor owns all intellectual property assets and rights related to a suite of software retail applications for labor scheduling for the retail industry which function with Assignee's R/3 Software and which are more fully described on Exhibit A attached hereto (the "Campbell Software").

WHEREAS, Assignor wishes to assign to Assignee all of its rights and interests in and to the Campbell Software, as the Campbell Software exists as of the date hereof.

NOW, THEREFORE, Assignor and Assignee, intending to be legally bound, agree as follows:

1. In consideration of the payment to Assignor of US\$ _____ Assignor hereby assigns to Assignee all of its rights and interests in and to the Campbell Software, including but not limited to all rights related to the Campbell Software that Assignor enjoys as the Surviving Corporation pursuant to the Merger Agreement and the related Escrow Agreement dated January 29, 1999, and Assignee hereby accepts and assumes such rights and interests. This Assignment expressly includes, but is not limited to, all representations, warranties and indemnities regarding the Campbell Software made to Assignor as Surviving Corporation in the Merger Agreement. Such assignment is effective as of the date hereof. Assignor shall deliver to Assignee promptly electronic copies of all source code, object code and documentation comprising the Campbell Software.
2. The payment stated above shall be due within four (4) weeks.
3. For the purposes of this Agreement, the parties hereby establish as their respective domiciles for all communications, notices and notifications (judicial and extrajudicial) the following:

ASSIGNOR:
Campbell Software, Inc.
161 N. Clark Street, Suite 3700
Chicago, IL 60601

ASSIGNEE:
SAP AG
Neurotstrasse 16
69190 Walldorf Germany

4. The parties agree that Assignor shall be entitled to continue to enforce all rights as licensor to its existing licensees of the Campbell Software under its existing end user license agreements. Any new license grants by Assignor to end user customers of the Campbell Software shall be subject to the terms of the SAP America, Inc. Distribution Agreement with Assignee.
5. Assignor and Assignee agree to execute and deliver to the other party any further instruments that may be required to confirm the assignment set forth above.

ATTORNEY-CLIENT PRIVILEGE
DRAFT OF 04/01/99

6. For all matters related to the interpretation, performance and execution of this Agreement, the parties hereby submit to the laws of the Federal Republic of Germany.

IN WITNESS WHEREOF, each of the parties has executed and delivered this Agreement as of the date first written above.

Campbell Software, Inc., as Assignor

By: Michael H Campbell
Name: MICHAEL H CAMPBELL
Title: PRESIDENT

SAP AKTIENGESELLSCHAFT, as Assignee

By: Peter Zencke
Name: Dr. Peter Zencke
Title: Member of the Executive Board

By: Dietmar Saddei
Name: Dr. Dietmar Saddei
Title: Program Director

ATTORNEY-CLIENT PRIVILEGE
DRAFT OF 04/01/99

EXHIBIT A

Description of the Campbell Software

For the purposes hereof, the term "Campbell Software" shall refer to all of the following assets or rights of Assignor related in and to the following software products known as StaffWorks, FlashWorks, Staff Central, Campbell Time and Attendance, Intelligent Agent, Store Central, Point of Sale Gateway, Intelligent Workforce Management, Parameter Manager, Central Payroll Consolidator, as in existence as of the date of the Assignment Agreement:

All (i) source code and object code comprising the Campbell Software; (ii) U.S. or foreign patents and patent applications, service marks, service mark applications, trademark and trademark applications, copyright registrations, copyrights, copyright applications and trade names; (iii) inventions, trade secrets, logos, slogans, proprietary processes and formulae and all other proprietary technical and other information, ongoing research, know-how and intellectual property rights, whether patentable or unpatentable, of Assignor and (iv) rights and interest in and to the name, and in all instances covered by subsections (i) through (iii) hereof, good will, going concern value and intangible assets associated therewith.

ATTORNEY-CLIENT PRIVILEGE
DRAFT OF 04/01/99

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re registration of:

SAP AG

Registration No.: 1,741,010

Issued: December 22, 1992

For: **STAFFWORKS THE INTELLIGENT LABOR SCHEDULER**

Box POST REG

NO FEE

Assistant Commissioner for Trademarks

2900 Crystal Drive

Arlington, Virginia 22202-3513

Dear Sir:


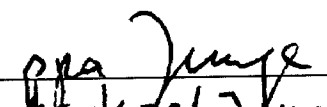
DESIGNATION OF DOMESTIC REPRESENTATIVE

The firm of Woodcock Washburn LLP, One Liberty Place, 46th Floor,
Philadelphia, PA 19103 is hereby designated Registrant's domestic representative in the
above-indicated trademark registration. All notices or process in proceedings affecting the
registration and all correspondence relating to this registration may be addressed to:

Laura Genovese Miller
lmiller@woodcock.com
Woodcock Washburn LLP
One Liberty Place - 46th Floor
Philadelphia, PA 19103
(215) 568-3100

Respectfully submitted,

Date: November 12, 2001


Werner Beaudry By: 
CFO Title: General Counsel

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re registration of:

SAP AG

Registration No.: 1,971,239

Issued: April 30, 1996

For: **STAFFCENTRAL**

Box POST REG

NO FEE

Assistant Commissioner for Trademarks

2900 Crystal Drive

Arlington, Virginia 22202-3513

Dear Sir:

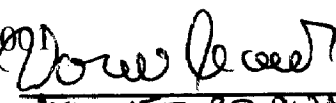
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(215) 568-3100

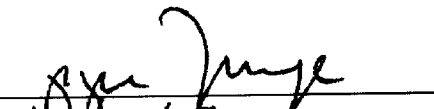
Respectfully submitted,

Date: November 12, 2001


WERNER BZAWA
CFO

By:

Title:


Michael Junge
General Counsel

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re registration of:

SAP AG

Registration No.: 2,024,935

Issued: December 24, 1996

For: **CAMPBELL TIME AND ATTENDANCE**

Box POST REG

NO FEE

Assistant Commissioner for Trademarks

2900 Crystal Drive

Arlington, Virginia 22202-3513

Dear Sir:

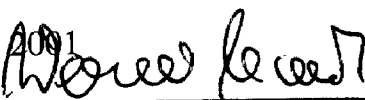
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lmiller@woodcock.com
Woodcock Washburn LLP
One Liberty Place - 46th Floor
Philadelphia, PA 19103
(215) 568-3100

Respectfully submitted,

Date: November 12, 2001


WERNER BRAND
CFO

By:
Title:


Michael Fung
General Counsel

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re registration of:

SAP AG

Registration No.: 2,279,388

Issued: September 21, 1999

For: **FLASHWORKS**

Box POST REG

NO FEE

Assistant Commissioner for Trademarks

2900 Crystal Drive

Arlington, Virginia 22202-3513

Dear Sir:

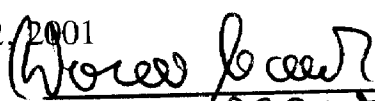
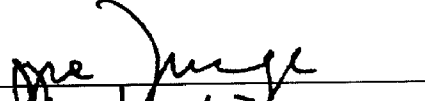
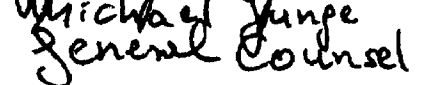
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Date: November 12, 2001


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