

02-07-2002

U.S. DEPARTMENT OF COMMERCE



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Patent and Trademark Office
Docket No. 020893.2170

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

1. Name of Conveying party(ies): Tradeweave, Inc. 1-24-02 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other Delaware	2. Name and address of receiving party(ies): Name: QRS Corporation Street Address: 1400 Marina Way South Richmond, California 94804 <input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input checked="" type="checkbox"/> Corporation-State: <u>Delaware</u> <input type="checkbox"/> Other: _____ Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: February 5, 2001	

4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>75/822,841</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No B. Registration No.(s) <u>JAN 24 2002</u>	
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5. Name and address of party to whom correspondence concerning document should be mailed: Carla B. Oakley Brobeck, Phleger & Harrison LLP Spear Street Tower One Market San Francisco, CA 94105	6. Total number of applications and trademark registrations involved: 3 7. Total fee (37 C.F.R. § 3.41): \$40.00 <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account, referencing Attorney Docket: 020893.2170 8. Deposit account number: <u>02-3950</u>
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The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 02-3950.

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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.	
Name: Carla B. Oakley	 Signature December 27, 2001 Date

Total number of pages comprising cover sheet, attachment and document: **8**Mail documents to be recorded with required cover sheet information to:
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AGREEMENT AND PLAN OF REORGANIZATION

BY AND AMONG

QRS CORPORATION

AND

TRADEWEAVE, INC.

Dated as of February 5, 2001

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THIS AGREEMENT AND PLAN OF REORGANIZATION (the "Agreement") is made and entered into as of February 5, 2001 by and among QRS Corporation, a Delaware corporation ("Parent"), and Tradeweave, Inc., a Delaware corporation (the "Company").

RECITALS

A. The Boards of Directors of each of Parent and the Company believe it is in the best interests of each company and its respective stockholders that Parent acquire the Company (the "Merger") and, in furtherance thereof, have approved the Merger.

B. Pursuant to the Merger, among other things, (i) all of the issued and outstanding capital stock of the Company shall be converted into the right to receive the consideration set forth herein, and (ii) the stock option plans of the Company and all issued and outstanding options to purchase capital stock of the Company shall be assumed by Parent with shares of common stock of Parent being substituted for the shares of Company Capital Stock issuable thereunder.

C. Concurrent with the execution and delivery of this Agreement, as a material inducement to Parent to enter into this Agreement, certain stockholders of the Company are entering into Voting Agreements, in the form attached hereto as Exhibit A (the "Voting Agreement"), with Parent.

D. Concurrent with the execution and delivery of this Agreement, as a material inducement to certain Stockholders to enter into this Agreement, certain Stockholders of the Company shall receive the future pro rata right to purchase shares of common stock of Parent (the "Parent Options").

E. The parties intend, by executing this Agreement, to adopt a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), with respect to Company Stockholders other than Parent and, with respect to Parent, to effect a liquidation of the Company governed by Section 332 of the Code.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other promises set forth herein, the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereby agree as follows:

ARTICLE I THE MERGER

1.1 The Merger. At the Effective Time (as defined in Section 1.2 hereof) and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the General Corporation Law of the State of Delaware ("Delaware Law"), the Company shall be merged with and into Parent, the separate corporate existence of the Company shall cease and Parent shall continue as the surviving corporation. The surviving corporation after the Merger is sometimes referred to hereinafter as the "Surviving Corporation"

1.2 Effective Time. Unless this Agreement is earlier terminated pursuant to Section 8.1 hereof, the closing of the Merger (the "Closing") will take place after the market closes on February 9, 2001 (the "Closing Date"), at the offices of Wilson Sonsini Goodrich & Rosati, Professional Corporation, Spear Street Tower, One Market, San Francisco, California, 94105, unless another time and/or place is mutually agreed upon in writing by Parent and the Company. Immediately following the execution and delivery of all documents required to effect the Merger, the parties hereto shall cause the Merger to be consummated by filing a Certificate of Merger (or like instrument) with the Secretary of State of the State of Delaware (the "Certificate of Merger"), in accordance with the applicable provisions of Delaware Law. The time of acceptance by the Secretary of State of the State of Delaware of such filing, or such later time as may be specified in the Certificate of Merger, shall be referred to herein as the "Effective Time". The date upon which all documents required to effect the Merger are delivered shall be referred to herein as the "Closing Date."

1.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of Delaware Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise agreed to pursuant to the terms of this Agreement, all the property, rights, privileges, powers and franchises of the Company shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company shall become the debts, liabilities and duties of the Surviving Corporation.

1.4 Certificate of Incorporation and Bylaws.

(a) Unless otherwise determined by Parent prior to the Effective Time, the articles of organization of Parent, as in effect immediately prior to the Effective Time, shall be the articles of organization of the Surviving Corporation at the Effective Time until thereafter amended in accordance with Delaware Law and as provided in such articles of organization.

(b) Unless otherwise determined by Parent prior to the Effective Time, the bylaws of Parent immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation at the Effective Time until thereafter amended in accordance with Delaware Law and as provided in the articles of organization of the Surviving Corporation and such bylaws.

1.5 Directors and Officers.

P. 7

(a) Unless otherwise determined by Parent prior to the Effective Time, the directors immediately prior to the Effective Time shall be the directors of the Surviving Corporation immediately after the Effective Time, each to hold the office of a director of the Surviving Corporation in accordance with the provisions of Delaware Law and the articles of organization and of the Surviving Corporation until their successors are duly elected and qualified.

(b) Unless otherwise determined by Parent prior to the Effective Time or as otherwise provided herein, the officers of Parent immediately prior to the Effective Time shall be the officers of the Surviving Corporation immediately after the Effective Time, each to hold office in accordance with the provisions of the bylaws of the Surviving Corporation.

1.6 Effect of Merger on the Capital Stock of the Constituent Corporations.

(a) Conversion of Company Common Stock. Each share of common stock, par value \$0.00025 per share, of the Company (the "Company Common Stock") and each share of preferred stock, par value \$0.001 per share, of the Company (the "Preferred") issued and outstanding immediately prior to the Effective Time (other than any share of Company Common Stock or Preferred to be canceled and extinguished pursuant to Section 1.7(d)) will be automatically converted into a fraction of a share of Parent Common Stock (as defined below) (the "Exchange Ratio") shall be computed by (X) dividing (A) \$26.2 million by (B) the average of the closing sale prices per share of Parent Common Stock for the ten (10) trading days ending after the market closes on the Closing Date (the "Average Market Price") and (Y) dividing such quotient by the number of shares of common stock and Preferred of the Company outstanding, on a fully-diluted and fully-converted basis, on the day (the "Reference Date") immediately prior to the Closing Date, rounded down to the nearest whole number of shares of Parent Common Stock; provided, that if the Average Market Price is (x) less than \$8.00 per share then the Exchange Ratio shall be 0.1125 or (ii) more than \$12.00 per share then the Exchange Ratio shall be 0.0750. The Exchange Ratio shall be computed to the fourth decimal place. If any shares of Company Common Stock or Preferred outstanding immediately prior to the Effective Time are unvested or are subject to a repurchase option, risk of forfeiture or other condition under any applicable restricted stock purchase agreement or other agreement with Company, then, except to the extent otherwise provided in such agreement, the shares of Parent Common Stock issued in exchange for such shares of Company Common Stock or Preferred will also be unvested and subject to the same repurchase option, risk of forfeiture or other condition, and the certificates representing such shares of Parent Common Stock may accordingly be marked with appropriate legends.

(b) Assumption of Company Plan and Options. As soon as practicable following the Closing but effective as of the Effective Time, the Company's 1999 Stock Option/Stock Issuance Plan (collectively, the "Plan") and each Company Option shall be assumed by Parent. Each Company Option so assumed by Parent pursuant to this Section 1.6(b) shall continue to have, and be subject to, the same terms and conditions (including vesting terms) set forth in the Plan, and the option agreements relating thereto, as in effect immediately prior to the Effective Time, except that (A) such assumed Company Option will be exercisable for that number of whole shares of Parent Common Stock equal to the product of the number of shares of Company Common Stock that were