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Form PTO-1594 (Rev. 03/01)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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

1. Name of conveying party(ies):

JDA-E3 Corporation

1-24-02

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: December 12, 2001

2. Name and address of receiving party(ies)

Name: JDA Software Group, Inc. Internal Address:

Street Address: 14400 N. 87th Street City: Scottsdale State: Arizona Zip: 85260

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) 74662642 74662643 75433278 75622063 75622378 75433130 75433178

B. Trademark Registration No.(s)

1961977

Additional number(s) attached Yes No

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

Name: Steven R. Sprinkle

Internal Address: Suite 400

Gray Cary Ware & Freidenrich LLP

Street Address: 1221 S. Mopac Expressway

City: Austin State: Texas Zip: 78746

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 3.41): \$415.00

- Enclosed, Authorized to be charged to deposit account (for additional fees)

8. Deposit account number:

50-0456

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

DO NOT USE THIS SPACE

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.

Steven R. Sprinkle Name of Person Signing

Signature

12-11-01 Date

11

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

02/08/2002 AMMED1 00000006 74662642

01 FC:481 02 FC:482

40.00 DP 375.00 DP

Additional Trademark Registrations
(continuation of Item 4 of Form PTO-1594)

1968332
2076552
2395440
1960333
1961978
2004046
1961979
1961980

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the “**Agreement**”) is by and between JDA-E3 Corporation, a Delaware corporation with a principal place of business located at 14400 N. 87th Street, Scottsdale, Arizona 85260-3649, (“**Assignor**”) and JDA Software Group, Inc., a Delaware corporation with a principal place of business located at 14400 N. 87th Street, Scottsdale, Arizona 85260-3649, (“**Assignee**”) and shall be effective as of the last date signed below in the signature block (the “**Effective Date**”).

RECITALS

WHEREAS, Assignor is a wholly-owned subsidiary of Assignee.

WHEREAS, Assignor benefits, among other things, of having its products and services be associated with Assignee’s name and goodwill.

WHEREAS, Assignee desires to acquire ownership of all trademarks, service marks, logos, trade names and similar marks related to, associated with or utilized in Assignor’s business as currently or hereafter conducted or contemplated, including, without limitation, those identified on Attachment A, and all intellectual property rights therein (the “**Marks**”), from Assignor; and

WHEREAS, Assignor wishes to transfer all such ownership and intellectual property rights to Assignee;

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Assignment.

a) For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor hereby irrevocably assigns, conveys and otherwise transfers to Assignee, and its respective successors and assigns, all rights, titles and interests worldwide in and to the Marks, including, without limitation, those described on Attachment A, and incorporated herein by reference, and all said registrations therefore in the United States and throughout the world, if any, together with all common law rights and the goodwill of the business symbolized thereby, and together with all contract and licensing rights and the right to recover from third parties for damages and profits for past, present and future infringements thereof, if any.

b) If Assignor has any rights to the Marks that cannot be assigned as described above, Assignor agrees to waive enforcement world-wide of such rights against Assignee, its officers, directors, shareholders, agents and employees. If Assignor has any rights to the Marks that cannot be assigned or waived as described above, Assignor hereby grants and agrees to grant to Assignee an exclusive, irrevocable, fully paid-up, and royalty free license, in perpetuity and world-wide, to fully exercise such rights, including rights to sublicense through multiple tiers of sublicenses. These rights are assignable by Assignee.

2. Assistance. Assignor hereby agrees, on its own volition and at Assignee’s request and expense, to execute, take all actions and deliver any and all documents, agreements, assignments or transfers necessary or appropriate to perfect or implement this assignment or the rights of the Assignee in the Marks. In the event that Assignee is unable for any reason to secure Assignor’s signature to any document required to apply for or execute any trademark, service mark or other applications with respect to the Marks (including improvements, renewals, extensions, continuations,

divisions or continuations in part thereof), Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact to act for and in its behalf, and instead of Assignor, to execute and file any such applications and to do all other lawfully permitted acts to further the perfection, prosecution and issuance of trademarks, service marks or other rights therein with the same legal force and effect as if executed by Assignor.

3. Warranties and Representations. Assignor represents and warrants that:

- a) Assignor is the owner of all right, title and interest in the Marks and all intellectual property rights protecting them;
- b) The Marks and the intellectual property rights protecting them are free and clear of all encumbrances, including, without limitation, security interests, licenses, liens, charges or other restrictions;
- c) Assignor has full power and authority to make and enter into this Agreement.
- d) The Marks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.
- e) To the best of Assignor's knowledge, each of the Marks is valid and enforceable.

Assignor agrees to defend, indemnify, and hold harmless Assignee, its officers, directors and employees for any claims, suits or proceedings alleging a breach of these warranties.

4. Miscellaneous. This Agreement shall be governed by the laws of the State of Arizona without reference to its conflicts of law principles. Any legal proceedings arising out of or relating to this Agreement shall be conducted in the State of Arizona. If any one or more provisions of this Agreement shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected or impaired thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law or applicable court decisions. This Agreement, together with any attachments and appendices hereto, constitutes the entire agreement between the parties with respect to the subject matter of the Agreement, and supersedes any and all other agreements, written or oral, that the parties heretofore may have had with respect to the subject matter herein. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the same instrument. No modification or waiver of any provision in this Agreement will be effective unless made in writing signed by both Assignor and Assignee. Assignor acknowledges that Assignee may assign the Marks. The rights and obligations of this Agreement shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Agreement.

ASSIGNOR:

ASSIGNEE:

JDA-E3 CORPORATION

JDA SOFTWARE GROUP, INC.

By: *G. Michael Bridge*

By: *Peter J. Chamos*

Print: G Michael Bridge

Print: Peter Chamos

Title: ~~VP~~ VP

Title: SR VP

Date: 12/12/01

Date: 12-12-01

ATTACHMENT A

DESCRIPTION OF THE MARKS

<u>MARK</u>	<u>GOODS/SERVICES/CLASS</u>	<u>REGISTRATION No.</u>	<u>APPLICATION No.</u>	<u>REGISTRATION/ APPLICATION DATE</u>
<i>E3 ASSOCIATES</i>	Computer software application programs used in inventory and purchase order management in Int. Class 09 Educational services, namely, conducting seminars and workshops in the field of computer software systems used for inventory and purchase order management, and related consulting services in Int. Class 41	1,961,977		March 12, 1996
<i>IMI (and Design)</i>	Educational services, namely teaching and conducting classes and seminars for companies and employees in computerized inventory management systems; developing curricula for others in the field of computerized inventory management systems in Int. Class 41	1,968,332		April 16, 1996
<i>INVENTORY MANAGEMENT INSTITUTE</i>	Educational services, namely, teaching and conducting classes and seminars for companies and employees in computerized inventory management systems; developing curricula for others in the field of computerized inventory management systems in Int. Class 41	2,076,552		July 1, 1997

FORESHARE!	System comprised of computer software and hardware that provides an interactive on-line data repository for the scheduling and exchange of collaborative information between trade partners by means of a global computer network, specifically sales forecasts, order forecasts, event forecasts, geographical consumer behavior information, and other partner performance information in Int. Class 9	2,395,440		October 17, 2000
E3	Computer software application programs used in inventory and purchase order management in Int. Class 9 Educational services, namely conducting seminars and workshops in the field of computer software systems used for inventory and purchase order management, and related consulting services in Int. Class 41	1,960,333		March 5, 1996
MISCELLANEOUS DESIGN	Computer software application programs used in inventory and purchase order management in Int. Class 9 Educational services, namely conducting seminars and workshops in the field of computer software systems used for inventory and purchase order management, and related consulting services in Int. Class 41	1,961,978		March 12, 1996

<i>E3SLIM</i>	Computer software application programs used for inventory and purchase order management in Int. Class 9	2,004,046		October 1, 1996
<i>E3CRISP</i>	Computer software application programs used for inventory and purchase order management in Int. Class 9	1,961,979		March 12, 1996
<i>E3TRIM</i>	Computer software application programs used for inventory and purchase order management in Int. Class 9	1,961,980		March 12, 1996
<i>IMI</i>	Educational service, namely teaching and conducting classes and seminars for companies and employees in computerized inventory management systems; developing curricula for others in the field of computerized inventory management systems in Int. Class 41		74/662,642	April 14, 1995
<i>SMARTER BUYING</i>	Computer software application programs used in inventory and purchase order management in Int. Class 9		74/662,643	April 14, 1995
<i>C3</i>	Computer software for identifying and negotiating product demand in the supply chain industry in Int. Class 9		75/433,278	February 12, 1998
<i>E3TALK</i>	Computer software for use by wholesalers, retailers and		75/433,178	February 12, 1998

	manufacturers for identifying and negotiating product demand and price in Int. Class 9			
<i>E3DO</i>	Computer software for use by wholesalers, retailers and manufacturers for identifying and negotiating product demand and price in Int. Class 9		75/433,180	February 12, 1998
<i>CONSUMER OUTLOOK!</i>	Computer software data mining application system comprised of on-line and batch processing, which analyses retail point of sales activity and other casual data to determine consumer behavior patterns and converts these into consumer product profiles for replenishment processes in Int. Class 9		75/622,378	January 19, 1999
<i>PINPOINT!</i>	A "Pattern" "fitting" technology system that continuously monitors replenishment systems and profiles in Int. Class 9		75/622,063	January 19, 1999