

FORM PTO-1594 (Rev. 6-93) **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

TRADEMARKS ONLY 5210

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

1. Name of conveying party(ies):
 NETEXS, LLC
 Individual(s) Association
 Wisconsin Limited Liability Company
 Corporation Limited Partnership
 Other
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: SPSS, Inc.
 Internal Address: _____
 Street Address: 233 South Wacker Drive
 City: Chicago State: IL Zip: 60606
 Individual(s) citizenship _____
 Corporation-State of Delaware
 General Partnership
 Limited Partnership
 Limited Liability Company-
 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

3. Nature of conveyance:
 Change of Name
 Assignment Execution Date: June 20, 2002
 Merger
 Security Agreement
 Other - Partnership dissolution

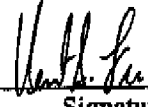
4. Application number(s) or patent number(s):
 A. Trademark Application No.(s)
75/726,908
 Additional numbers attached? Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Kent A. Lee, Esq.
 Internal Address: Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 2100
Milwaukee, WI 53202
 Street Address: _____
 City: _____ State: _____ Zip: _____

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
 Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.
 8. Deposit account number:
18-0882
 (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.
Kent A. Lee  July 8, 2002
 Name of Person Signing Signature Date
 Total number of pages including cover sheet, attachments, and document: [6]

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

ASSET PURCHASE AGREEMENT

By and Among

SPSS INC.,

netExs LLC

and

PPVH, INC.,

**and
Copia Capital, LLC**

Dated as of June 20, 2002

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of June 20, 2002 (this "Agreement"), is entered into by and among SPSS Inc., a Delaware corporation ("SPSS"), netExs LLC, a limited liability company organized under the laws of the State of Wisconsin ("netExs") and the members of netExs identified on the signatures pages hereto (collectively, the "Members"). SPSS, netExs and the Members shall be defined collectively as the "Parties."

WITNESSETH:

WHEREAS, netExs desires to sell to SPSS, and SPSS desires to purchase from netExs, the Identified Assets (as defined herein).

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE OF ASSETS

1.1 Assets to Be Transferred. Upon the terms and subject to the conditions set forth in this Agreement and in reliance upon the representations, warranties, covenants and agreements made herein by each party, netExs agrees to sell, grant, convey, assign, transfer and deliver to SPSS, and SPSS agrees to purchase and acquire, all and any portion of netExs' right, title or interest in and to the following assets (the "Identified Assets"):

(a) All ownership rights, rights to use and rights to limit use by others whether arising out of contract, statute, regulation or judicial or regulatory interpretation, held by netExs in: (i) software (in all codes and in all media) and related documentation, (ii) registered and unregistered copyrights, trademarks, service marks, brand names, trade names, trade dress, commercial symbols and other indications of origin, registrations and applications for registration for any of the foregoing in any jurisdiction (including any extension, modification or renewal thereof), (iii) patents and applications for patents in any jurisdiction (including any divisions, continuations, continuations in part, renewals or renewal applications of or relating to such patents or patent applications), (iv) all proprietary information and trade secrets (as defined under the Illinois Trade Secrets Act and any similar law of any other jurisdiction under which netExs has any rights), and (v) other proprietary rights including, without limitation, the right to limit the use of property or conduct of business by others (the "Intellectual Property");

(b) All of the tangible personal property listed on Schedule 1.1(b) of the netExs Disclosure Schedule (defined in Article 3 hereof) (the "Tangible Personal Property");

(c) All of the accounts, notes, accounts receivable and other rights to payment for goods and services (together with any rights which secure the payment thereof)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly
uted, as of the day and year first written above.

SPSS INC.

By: Jack Noonan
Name: Jack Noonan
Title: President and Chief Executive Officer

netExs LLC

By: _____
Name: Mark Paliafito
Title: President and Manager

PPVH, INC.

By: _____
Name: Mark Paliafito
Title: President

COPIA CAPITAL, LLC

By: _____
Name: David C. Beck
Title: Manager

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly
ated, as of the day and year first written above.

SPSS INC.

By: _____
Name: Jack Noonan
Title: President and Chief Executive Officer

netExs LLC

By: Mark Paliafito
Name: Mark Paliafito
Title: President and Manager

PPVH, INC.

By: Mark Paliafito
Name: Mark Paliafito
Title: President

COPIA CAPITAL, LLC

By: _____
Name: David C. Beck
Title: Manager

BY: NETEXS,

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed, as of the day and year first written above.

SPSS INC.

By: _____
Name: Jack Noonan
Title: President and Chief Executive Officer

netExs LLC

By: Mark Paliafito
Name: Mark Paliafito
Title: President and Manager

PPVH, INC.

By: Mark Paliafito
Name: Mark Paliafito
Title: President

COPIA CAPITAL LLC

By: David Beck
Name: David C. Beck
Title: Manager