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COVER SHEET

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FINANCE SECTION

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New 6-13-02
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

**Conveyance Type**

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
April 6, 2000

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

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**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,991,076"/>	<input type="text"/>	<input type="text"/>
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**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Deborah K. Henscheid, Esq. (#35,940)

*Deborah Henscheid*  
Signature

June 5, 2002  
Date Signed

Name of Person Signing

## BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Bill of Sale") is entered into this 6th day of April, 2000 by and between JDA Software Group, Inc., a Delaware corporation (the "Purchaser"), and Intactix International, Inc., a Delaware corporation (the "Seller").

WHEREAS, Purchaser, Seller, and Pricer AB, a Swedish corporation, have entered into an Asset Purchase Agreement, dated as of February 24, 2000 (the "Agreement"; capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement), pursuant to which Seller has agreed to sell, transfer, convey, assign and deliver to Purchaser and Purchaser has agreed to purchase from Seller all of the assets of Seller and/or the Intactix Subs relating to the operation of the Business, and Purchaser has agreed, in partial consideration therefor, to assume certain obligations in connection therewith;

WHEREAS, Seller desires to transfer and assign to Purchaser the Assets and Assumed Liabilities, and Purchaser desires to accept the sale, transfer, conveyance, assignment and delivery of the Assets and assume the Assumed Liabilities;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged:

1. Assignment of Assets.

1.1 Pursuant to the terms of the Agreement, Seller hereby irrevocably sells, transfers, conveys, assigns and delivers to Purchaser, free and clear of all Encumbrances other than Permitted Encumbrances, all of Seller's right, title and interest in, to and under the Assets, to have and to hold the same unto Purchaser, its successors and assigns, forever.

1.2 Purchaser hereby accepts the sale, transfer, conveyance, assignment and delivery of the Assets.

1.3 Seller hereby constitutes and appoints Purchaser the true and lawful attorney of Seller, with full power of substitution, in the name of Seller or Purchaser, but on behalf of and for the benefit of Purchaser: (i) to demand and receive from time to time any and all of the Assets and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (ii) to institute, prosecute, compromise and settle any and all actions or proceedings that Purchaser may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Assets; (iii) to defend or compromise any or all actions or proceedings in respect of any of the Assets; and (iv) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iii) as Purchaser shall deem desirable. Seller hereby acknowledges that the appointment hereby made and the powers hereby

for any reason. Purchaser shall indemnify and hold harmless Seller and its officers, directors, employees, agents and Affiliates from any and all Losses caused by or arising out of any breach of Law by Purchaser in its exercise of the aforesaid powers.

2. Assumption of Assumed Liabilities.

2.1 Pursuant to the terms of the Agreement, Purchaser hereby undertakes and agrees from and after the date hereof to assume and to pay, perform and discharge according to their terms the Assumed Liabilities.

2.2 Nothing contained herein shall require Purchaser to pay or discharge any obligations expressly assumed hereby so long as Purchaser shall in good faith contest or cause to be contested the amount or validity thereof.

2.3 Other than as specifically stated above or in the Agreement, Purchaser assumes no debt, liability or obligation of Parent, Seller, or any Intactix Sub, including without limitation the Excluded Liabilities, by this Bill of Sale, and it is expressly understood and agreed that all debts, liabilities and obligations not assumed hereby by Purchaser shall remain the sole obligation of Parent, Seller or the Intactix Sub, as applicable, its successors and assigns.

2.4 No Person other than Seller, its successors and assigns shall have any rights under this Section 2 or the provisions contained herein.

3. Miscellaneous.

3.1 This Bill of Sale may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

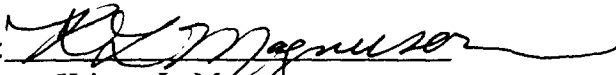
3.2 This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Delaware applicable to a contract executed and performed in such State without giving effect to the conflicts of laws principles thereof, except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this Bill of Sale in order for this Bill of Sale to be effective in any respect, then the laws of such other jurisdiction shall govern this Bill of Sale to such extent.

3.3 This Bill of Sale is intended only to affect the assignment and assumption of certain assets and liabilities in accordance with the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Bill of Sale on the day and year first above written.

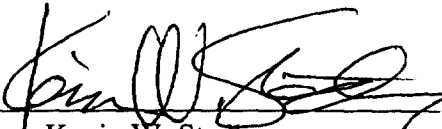
JDA SOFTWARE GROUP, INC.

By:   
Kristen L. Magnuson  
Senior Vice President

PRICER AB

By: \_\_\_\_\_  
Thomas Landberg  
President and Chief Executive  
Officer

INTACTIX INTERNATIONAL, INC.

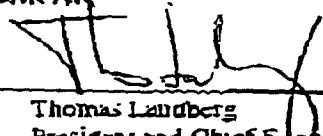
By:   
Kevin W. Stadler  
Chief Executive Officer

[Signature page to Bill of Sale, Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Bill of Sale on the day and year first above written.

JDA SOFTWARE GROUP, INC.

By: \_\_\_\_\_  
Kristen L. Magnuson  
Senior Vice President

PRICER AB  
By:   
Thomas Lundberg  
President and Chief Executive Officer

INTACTIX INTERNATIONAL, INC  
By:   
Kevin W. Stadler  
Chief Executive Officer

[Signatures page w Bill of Sale, Assentment and Assumption Agreement]

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ASSET PURCHASE AGREEMENT

by and among

JDA Software Group, Inc., a Delaware corporation,

as "Purchaser"

and

Intactix International, Inc., a Delaware corporation,

as "Seller"

and

Pricer AB, a Swedish corporation,

as "Parent"

Dated as of February 24, 2000

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of February 24, 2000 by and among JDA Software Group, Inc., a Delaware corporation ("Purchaser"), Intactix International, Inc., a Delaware corporation ("Seller"), and Pricer AB, a Swedish corporation ("Parent").

### RECITALS

A. Seller and its direct and indirect subsidiaries set forth on Schedule A attached hereto (each an "Intactix Subs" and collectively the "Intactix Subs") are engaged in, among other things, the business of developing, marketing, selling and supporting merchandise shelf space planning, floor space planning, assortment optimization and planogramming software products to customers in the retail industry and in the consumer packaged goods industry (collectively, the "Business");

B. Seller and each of the Intactix Subs desire to sell, assign, transfer and convey to Purchaser and certain of its direct and indirect subsidiaries set forth on Schedule B attached hereto (each a "JDA Sub" and collectively the "JDA Subs"), and Purchaser desires to purchase and acquire from Seller, and to cause the JDA Subs to acquire from the Intactix Subs, all of the assets of Seller and/or the Intactix Subs relating to the operation of the Business, and in connection therewith, Purchaser has agreed to assume, and has agreed to cause the JDA Subs to assume, certain of the liabilities of Seller and the Intactix Subs, respectively, relating to the Business, all on the terms set forth herein (collectively, the "Acquisition").

NOW, THEREFORE, in consideration of the representations, warranties and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### ARTICLE I

#### DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth or referenced below:

**REDACTED**

**REDACTED**

1.5 "Assets" shall have the meaning set forth in Section 2.2 hereof.

**REDACTED**

1.8 "Business" shall have the meaning set forth in Recital A hereof.

**REDACTED**

**REDACTED**

1.71 “Transferred Intellectual Property” means (a) all trademarks, service marks and trade names of Seller and/or any Intactix Sub listed on Schedule 1.71 of the Seller Disclosure Schedule which are or have been used in connection with the Products; (b) all copyrights to the Seller Software Programs listed on Schedule 1.63 of the Seller Disclosure Schedule which are incorporated into the Products ; and (c) all other Intellectual Property owned by Seller and/or any Intactix Sub listed on Schedule 1.71 of the Seller Disclosure Schedule.

**REDACTED**

2.2 Assets. As used in this Agreement, the term "Assets" means all of Seller's and Intactix Subs' right, title and interest in and to all properties, assets and rights of any kind, whether tangible or intangible, real or personal, owned by Seller or any Intactix Sub on the Closing Date (other than the Excluded Assets), including, without limitation, the following:

- (a) All Products;
- (b) All Accounts Receivable



Contracts;

- (c) All rights and benefits of Seller and any Intactix Sub under the Assumed
- (d) All Transferred Intellectual Property;
- (e) All Intangibles;
- (f) All Permits;
- (g) All Assumed Employee Plans;
- (h) All Business Records;
- (i) All inventories;
- (j) All Tangible Assets;
- (k) All prepaid expenses of the Business; and
- (l) All cash, cash equivalents, and all bank accounts and lock boxes and all similar accounts and amounts therein and rights related thereto, owned by or held for the benefit of Seller or any Intactix Sub.

2.3 Excluded Assets. Seller and each Intactix Sub shall retain all of their right, title and interest in and to, and neither Purchaser nor any JDA Sub shall acquire any interest in the following (collectively referred to herein as the "Excluded Assets"): (i) all Contracts other than the Assumed Contracts, including without limitation those Contracts listed on Schedule 2.3 of the Seller Disclosure Schedule by and between Employees of Seller or an Intactix Sub with Seller or such Intactix Sub providing, *inter alia*, for certain incentives for such Employees to continue their employment with Seller or such Intactix Sub (the "Existing Stay-Put Agreements"), (ii) all Employee Plans other than Assumed Employee Plans and (iii) the rights of Seller and each Intactix Sub under the Transaction Agreements.

**REDACTED**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of February 24, 2000.

**"PURCHASER"**

JDA SOFTWARE GROUP, INC.  
a Delaware corporation

By: 

Title: CEO

**"SELLER"**

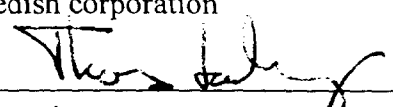
INTACTIX INTERNATIONAL, INC,  
a Delaware corporation

By: 

Title: PRES & CEO

**"PARENT"**

PRICER AB, INC,  
a Swedish corporation

By: 

Title: President & CEO

*(Signature Page to Asset Purchase Agreement)*

SCHEDULE 1.71

TRANSFERRED INTELLECTUAL PROPERTY

**Trademarks owned by Seller as of January 1999:**

Intactix International, Intercept, InterData, InterSection, InterSpace, Merchaneering, StorePlan and Design and (via Marketware) Flexport, Marketware, Pegman, Sniper, Virtual Store and Visionary Shopper and Design.

No additional trademarks or copy rights have been filed for since that time.