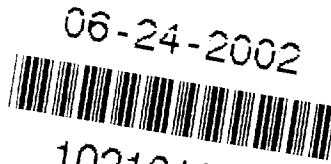


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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
ArcadiaOne, Inc. 6-12-02

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

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

2. Name and address of receiving party(ies)
Name: HAHT Commerce, Inc.
Internal Address:
Street Address: 400 Newton Road
City: Raleigh State: NC Zip: 27615

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State- Delaware
 Other - Limited Liability Company - _____

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) & addresses attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other - Share Exchange Agreement
 Execution Date: January 10, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 75/853,901 75/853,932
 B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: J. Christopher Lynch, Esq.
 Internal Address: Suite 300
 Street Address: 4101 Lake Boone Trail
 City: Raleigh State: NC Zip: 27607

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 (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.

Valerie Stull Valerie Stull 4/11/02
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 65

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

06/21/2002 TDIAZ1 00000076 75853901
 01 FC:481 40.00 DP
 02 FC:482 25.00 DP

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT (the "Agreement") is dated as of January 10, 2002, by and among HAHT COMMERCE, INC., a Delaware corporation ("HAHT"), IMEDIATION S.A., a société anonyme organized under the laws of France ("iMediation"), and the individuals and entities listed on Schedule A hereto (individually, a "Stockholder" and collectively, the "Stockholders").

RECITALS

- A. iMediation is engaged in the business of developing and selling business software applications and related services designed to improve channel sales and marketing (the "Business"). iMediation operates no business other than the Business.
- B. The Stockholders and the Board of Directors of HAHT believe it is in the best interests of the Stockholders, iMediation and HAHT that the Stockholders exchange all of the outstanding iMediation Shares (as defined below) so held by them for newly issued shares of the Series A1 Preferred Stock of HAHT (the "Series A1 Shares") pursuant to the terms of this Agreement (the "Share Exchange").

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1

THE SHARE EXCHANGE AND RELATED AGREEMENTS

1.1 Share Exchange.

(a) On the basis of the representations, warranties, covenants and agreements set forth herein, each Stockholder agrees to and will convey, transfer, assign and deliver to HAHT at the Closing (as defined below), good and marketable title to, free and clear of all Liens (as defined below), and HAHT agrees to and will acquire and accept from the Stockholders, all iMediation Shares held by the Stockholders. The iMediation Shares to be transferred pursuant to this Agreement will be so transferred together with all rights now or hereafter attaching to them including all dividends declared or payable or distributions made or proposed on or after the date of this Agreement, without regard to whether such dividends or distributions relate to profits of iMediation earned prior to the date hereof (*coupon attaché*), and each Stockholder hereby expressly waives the right to any such dividends or distributions. "Liens" shall mean any and all

pledges, claims, privileges, liens, mortgages, charges, community property interests, security interests, *nantissements*, *hypothèques*, *sûretés*, *délegations*, *subrogations* or similar encumbrances, including any *mesures conservatoires* or *voies d'exécution*, as well as any servitudes, easements, agreements, options, undertakings, rights of first offer, rights of pre-emption or other obligations which have the purpose or the effect of restricting in any manner the ownership, use or transferability of an asset or right (other than those imposed as a result of the arcadiaOne Reorganization Agreement (as defined below)).

(b) In consideration for the surrender of the iMediation Shares pursuant to 1.1(a), the Stockholders shall receive Series A1 Shares in accordance with Section 1.3 below, and subject to the escrow and indemnification provisions of Article 9.

1.2 Closing. The closing of the Share Exchange (the "Closing") will take place at the offices of Wyrick Robbins Yates & Ponton LLP, 4101 Lake Boone Trail, Suite 300, Raleigh, North Carolina, USA, as promptly as practicable after satisfaction or waiver of the conditions set forth in Article 6, or at such other location, time or date as may be agreed to in writing by HAHT, iMediation and the Stockholders Representative (as defined below). The date on which the Closing occurs is hereinafter referred to as the "Closing Date."

1.3 Closing Share Exchange.

(a) Subject to the terms and conditions of this Agreement, at the Closing, each Stockholder shall surrender good and marketable title to, free and clear of all Liens, all of its iMediation Shares, by delivering to HAHT a fully executed stock contribution agreement ("convention d'apport") in the form attached hereto as Exhibit A (the "Stock Contribution Agreement"), in exchange for the right to receive that number of Series A1 Shares (the "Consideration Shares") equal to the product of (i) 8,427,471, multiplied by (ii) the quotient of (A) the aggregate number of iMediation Shares held by such Stockholder immediately prior to the Closing, divided by (B) the aggregate number of iMediation Shares outstanding immediately prior to the Closing, it being understood that twenty percent (20%) of the aggregate number of Consideration Shares to be issued at the Closing shall become Escrowed Shares (as defined below), subject to the escrow and indemnification obligations set forth in Article 9.

(b) At the date of this Agreement, each Stockholder would be entitled to receive 0.09766 of a Consideration Share for each iMediation Share so held by them (the "Implied Exchange Ratio"), and each such Stockholder hereby covenants and agrees that (i) the initial valuation of an iMediation Share at euro 0.12990 based on such Implied Exchange Ratio shall constitute the reference sale price (*prix de vente*) for the purpose of computing the number of iMediation Shares that the Interest Warrants (as defined below) will become exercisable for and (ii) each of the Warrants (as defined below) that is not exercised by such Stockholder prior to the Closing shall be waived by such Stockholder in accordance with Section 1.4.

(c) For purposes of this Agreement:

(i) Reserved.

(ii) The "iMediation Shares" shall mean all issued and outstanding shares of iMediation's ordinary stock, par value euro 0.02, including all shares of iMediation ordinary stock issued or issuable upon the exercise or conversion of outstanding options, warrants (including all Warrants (as defined below) that are not terminated or waived in accordance with their terms or the provisions of this Agreement) and other securities, all as set forth on the iMediation capitalization table attached hereto as Schedule 1.3(c)(ii).

(iii) The "Warrants" shall mean (A) those certain interest warrants attached to the iMediation Shares issued pursuant to resolutions twelve to twenty-seven of the iMediation shareholder meeting held on December 14, 1999 (the "Interest Warrants"), (B) those certain anti-dilution warrants attached to the iMediation Shares issued pursuant to resolutions ten to twenty-seven of the iMediation shareholder meeting held on December 14, 1999 and resolutions thirty to thirty-six of the iMediation shareholder meeting held on August 16, 2000 (the "Anti-Dilution Warrants"), (C) those certain revenue warrants issued pursuant to resolutions thirty to thirty six of the iMediation shareholder meeting dated April 14, 2001 (the "Revenue Warrants") and (D) those certain IPO ratchet warrants issued pursuant to resolutions thirteen to twenty-nine of the iMediation shareholder meeting dated April 14, 2001 (the "IPO Ratchet Warrants").

1.4 Waiver of Rights Under Warrants. Each of the Stockholders that has not exercised its Warrants immediately prior to the Closing hereby irrevocably waives (a) its right to exercise any of the Interest Warrants that it still may be holding immediately prior to the Closing, (b) its rights to exercise any of the Revenue Warrants or IPO Ratchet Warrants that it may be holding immediately prior to the Closing and (c) its right to exercise any of the Anti-Dilution Warrants that it still may be holding immediately prior to the Closing. The foregoing waivers shall be effective immediately prior to the Closing and each such Stockholder agrees to execute such further documents as HAHT may reasonably request following the Closing evidencing the waiver and termination of such Warrants.

1.5 Legends. Each stock certificate representing the Series A1 Shares issued pursuant to Section 1.3 above shall bear the restrictive legends in substantially the form set forth on Exhibit B hereto (in addition to any legend required under applicable Federal and state securities laws or as otherwise provided herein or in the Series A1 Documents (as defined below)).

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF IMEDIATION

Except as otherwise set forth in the disclosure schedule delivered herewith (the "iMediation Disclosure Schedule"), iMediation represents and warrants to HAHT as set forth herein, which representations and warranties will be true and correct on the date hereof and will continue to be true and correct on the Closing Date as if given on such date. As used in this Agreement, the terms "knowledge", "best of knowledge" or similar phrases with respect a party refer to the actual knowledge of such party with respect to the matter in question, and knowledge that such party could reasonably expect to obtain upon a reasonable investigation and inquiry into the matter in question.

2.1 Organization, Qualifications and Corporate Power.

(a) iMediation is a société anonyme duly incorporated, validly existing and in good standing under the laws of France. Each of iMediation and each of the iMediation Subsidiaries (as defined below) is duly licensed or qualified to transact business as a foreign corporation and is in good standing in each jurisdiction in which the nature of the business transacted by it or the character of the properties owned or leased by it requires such licensing or qualification. iMediation and each of the iMediation Subsidiaries has the corporate power and authority (i) to own and hold its properties and to carry on its business as now conducted and as proposed to be conducted, and (ii) to execute, deliver and perform this Agreement, and the transactions contemplated hereby.

(b) iMediation (i) has not been declared unable to meet its debts as they fall due or been held in default by a lender under any material debt financing, or been declared to be in bankruptcy (*redressement judiciaire*) or liquidation (*liquidation judiciaire*) or (ii) has commenced negotiations with any of its creditors with a view to the general readjustment or rescheduling of its indebtedness or made a general assignment for the benefit of its creditors (*suspension provisoire des poursuites* or *règlement amiable*). No administrative receiver or manager has been appointed to manage any of the properties, assets, or business of iMediation. No meeting has been convened at which a resolution is to be proposed, and no resolution has been passed, for the dissolution or liquidation of iMediation.

(c) Except for the iMediation subsidiaries listed in Section 2.1(c) of the iMediation Disclosure Schedule (individually, an "iMediation Subsidiary" and collectively, the "iMediation Subsidiaries"), iMediation does not (i) own of record or beneficially, directly or indirectly, (A) any shares of capital stock or securities convertible into capital stock of any other corporation or (B) any interest in any partnership, association, limited liability company, joint venture or other non-corporate business enterprise or (ii) control, directly or indirectly, any other entity. All outstanding debt and equity securities of each iMediation Subsidiary are owned beneficially and of record by iMediation and each iMediation Subsidiary is a form of entity that provides by statute for limited liability of its equity holders. There are no outstanding options, warrants or

other securities (or agreements, whether written or oral, to issue any such securities) to purchase debt or equity securities in any iMediation Subsidiary. For the purposes of the representations and warranties set forth in Article 2 (other than this Section 2.1(c)), iMediation-arcadiaOne Inc. (“iMediation-arcadiaOne”) shall not be considered an iMediation Subsidiary.

2.2 Authorization of Agreements, Etc The execution and delivery by iMediation of this Agreement and the performance by iMediation of its obligations hereunder have been duly authorized by all requisite corporate action on the part of iMediation, its officers, directors and stockholders and will not violate or require the consent of any third party under any provision of law, any order of any court or other agency of government, the *Status* of iMediation (as amended to date, the “iMediation Charter”) or any provision of any indenture, lease, license, agreement or other instrument to which iMediation or any of its property or assets is bound, or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge, restriction, claim or encumbrance of any nature whatsoever upon any of the property or assets of iMediation. To iMediation’s knowledge, no provision of this Agreement violates, conflicts with, results in a breach of or constitutes (with due notice or lapse of time or both) a default by any other party under any other indenture, agreement or instrument.

2.3 Validity. This Agreement has been duly executed and delivered by iMediation and constitutes the legal, valid and binding obligation of iMediation, enforceable in accordance with its terms, except as enforceability is limited by applicable insolvency and other laws affecting creditors’ rights generally and by the availability of equitable remedies and by public policy.

2.4 Authorized Capital Stock. The authorized capital stock of iMediation consists of (i) 77,712,830 shares of ordinary stock, par value euro 0.02 per share (the “Ordinary Stock”) and (ii) 4,417,545 shares of class C stock, par value euro 0.02 per share (the “Class C Stock”) and together with Ordinary Stock, the “iMediation Stock”). An additional number of up to 27,598,488 shares of Ordinary Stock will be exercisable up to the Closing upon the exercise of the Warrants. Immediately prior to the Closing, the shares of iMediation Stock and any additional shares of Ordinary Stock to be issued, as the case may be, between the date of this Agreement and Closing upon the exercise of the Warrants will be validly issued and outstanding, fully paid and nonassessable with no personal liability attaching to the ownership thereof. Under iMediation’s 1999 and 2001 Stock Option Plans and employee warrant grants (bons de souscription de parts de createur d’entreprise), as amended (the “iMediation Option Plan”), options and/or warrants to purchase 10,818,531 shares of iMediation’s Ordinary Stock have been granted and are currently outstanding and 1,176,197 shares of iMediation’s Ordinary Stock remain available for future issuance to officers and employees of iMediation. All outstanding shares of iMediation Stock are uncertificated, and title to such shares shall be validly transferred to HAHT, free and clear of all Liens and restrictions or any kind, upon surrender by the holder of such shares of a Stock Contribution Agreement. A true and complete list of holders of subscriptions, warrants, (bons de souscription d’actions) options, convertible securities, and other rights (contingent or other) to purchase or otherwise acquire equity securities of iMediation, and the number of such subscriptions, warrants (such warrants exercisable for up to an aggregate of 352,774 shares of Ordinary Stock), options, convertible securities, and other such rights held by each, (excluding any Warrants) is set forth in Section 2.4 of the iMediation Disclosure Schedule.

The designations, powers, preferences, rights, qualifications, limitations and restrictions in respect of each class and series of authorized capital stock of iMediation are as set forth in the iMediation Charter, a copy of which is attached as Exhibit C, and all such designations, powers, preferences, rights, qualifications, limitations and restrictions are valid, binding and enforceable and in accordance with all applicable laws. Except as contemplated by this Agreement, (i) no person owns of record or is known to iMediation to own beneficially any share of iMediation capital stock, (ii) no subscription, warrant, option, convertible security, or other right (contingent or other) to purchase or otherwise acquire equity securities of iMediation is authorized or outstanding and (iii) there is no commitment by iMediation to issue shares, subscriptions, warrants, options, convertible securities, or other such rights or to distribute to holders of any of its equity securities any evidence of indebtedness or asset. The consummation of the transactions contemplated pursuant to this Agreement shall not trigger acceleration of vesting in any options, warrants or other right to acquire iMediation stock. Except as provided for in the iMediation Charter, iMediation has no obligation (contingent or other) to purchase, redeem or otherwise acquire any of its equity securities or any interest therein or to pay any dividend or make any other distribution in respect thereof. There are no voting trusts or agreements, stockholders' agreements, pledge agreements, buy-sell agreements, rights of first refusal, preemptive rights or proxies relating to any securities of iMediation (whether or not iMediation is a party thereto).

2.5 Financial Statements.

(a) iMediation has made available to HAHT for inspection its unaudited, reviewed consolidated financial statements for period ended September 30, 2001 and its audited financial statements for the fiscal year ended December 31, 2000, along with those of any other iMediation Subsidiaries acquired after those dates and not included in those iMediation financial statements (together, the "iMediation Financial Statements"). The iMediation Financial Statements have been prepared in accordance with generally accepted accounting principles (French principles for audited financial statements for the period ended December 31, 2000 and United States principles for the unaudited financial statements for the period ended September 30, 2001) applied on a consistent basis throughout the periods indicated. The iMediation Financial Statements fairly present the financial condition and operating results of iMediation as of the dates, and for the periods, indicated therein.

(b) Except as set forth in the iMediation Financial Statements, the iMediation Charter and this Agreement, neither iMediation nor any iMediation Subsidiary has any liabilities or obligations, and there is no basis for any assertion against iMediation or any iMediation Subsidiary of any liability or obligation of any nature or in any amount, except those liabilities or obligations which (a) are disclosed in this Agreement or on the iMediation Disclosure Schedule, or (b) were incurred in the ordinary course of business and which in the aggregate are not material to iMediation or any iMediation Subsidiary. For the purposes of this Agreement, the phrase "liabilities or obligations" shall include any direct or indirect indebtedness, claim, loss, damage, deficiency (including deferred income tax and other net tax deficiencies), cost, expense, obligation, guarantee, or responsibilities, whether accrued, absolute or contingent, fixed or unfixd, liquidated or unliquidated, secured or unsecured.

2.6 Events Subsequent to the Date of Incorporation. Since the initial incorporation of iMediation, neither iMediation nor any iMediation Subsidiary has (i) issued any stock, bond or other corporate security, (ii) borrowed any amount or incurred or become subject to any liability (absolute, accrued or contingent), except current liabilities incurred and liabilities under contracts entered into in the ordinary course of business, (iii) discharged or satisfied any lien or encumbrance or incurred or paid any obligation or liability (absolute, accrued or contingent) other than current liabilities incurred in the ordinary course of business, (iv) declared or made any payment or distribution to stockholders or purchased or redeemed any share of its capital stock or other security, (v) mortgaged, pledged, encumbered or subjected to lien any of its assets, tangible or intangible, other than liens of current real property taxes not yet due and payable, (vi) sold, assigned or transferred any of its tangible assets except in the ordinary course of business, or canceled any debt or claim, (vii) sold, assigned, transferred or granted any exclusive license with respect to any patent, trademark, trade name, service mark, copyright, trade secret or other intangible asset other than in the ordinary course of business, (viii) suffered any loss of property or waived any right of substantial value whether or not in the ordinary course of business, (ix) entered into any transaction except in the ordinary course of business or as otherwise contemplated hereby or (x) entered into any commitment (contingent or otherwise) to do any of the foregoing.

2.7 Litigation; Compliance with Law. There is no (i) action, suit, claim, proceeding or investigation pending or, to iMediation's knowledge, threatened against or affecting iMediation or any iMediation Subsidiary or any of their key employees, officers or directors, at law or in equity, or before or by any Federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) arbitration proceeding relating to iMediation or any iMediation Subsidiary pending under collective bargaining agreements or otherwise or (iii) governmental inquiry pending or, to iMediation's knowledge, threatened against or affecting iMediation or any iMediation Subsidiary (including without limitation any inquiry as to the qualification of iMediation or any iMediation Subsidiary to hold or receive any license or permit), and there is no basis for any of the foregoing. Neither iMediation nor any iMediation Subsidiary has received any opinion or memorandum or legal advice from legal counsel to the effect that it is exposed, from a legal standpoint, to any liability or disadvantage which may be material to its business, prospects, financial condition, operations, property or affairs. Neither iMediation nor any iMediation Subsidiary is a party to, subject to, or in default with respect to any order, writ, injunction or decree known to or served upon iMediation or any iMediation Subsidiary of any court or of any Federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign. There is no action or suit by iMediation or any iMediation Subsidiary pending or threatened against others. iMediation and each iMediation Subsidiary has complied with all laws, rules, regulations and orders applicable to its business, operations, properties, assets, products and services, iMediation and each iMediation Subsidiary have all necessary permits, licenses and other authorizations required to conduct their business as conducted and as proposed to be conducted, and iMediation and each iMediation Subsidiary have been operating their business pursuant to and in compliance with the terms of all such permits, licenses and other authorizations. There is no existing law, rule, regulation or order, and iMediation after due inquiry is not aware of any proposed law, rule, regulation or order, whether Federal, state, county

or local, which would prohibit or restrict iMediation or any iMediation Subsidiary from, or otherwise materially adversely affect iMediation or any iMediation Subsidiary in, conducting its business in any jurisdiction in which it is now conducting business or in which it proposes to conduct business.

2.8 Proprietary Information of Third Parties. To iMediation's knowledge, no third party has claimed or has reason to claim that any person employed by or affiliated with iMediation or any iMediation Subsidiary has (a) violated or may be violating any of the terms or conditions of his employment, non-competition or non-disclosure agreement with such third party or any other agreement or restrictive covenant relating to (i) the right of any such person to be employed by iMediation or the iMediation Subsidiary, as applicable, because of the nature of the business conducted or to be conducted by iMediation or the iMediation Subsidiary, or (ii) the ownership or use of intellectual property rights, trade secrets or proprietary information of others, (b) disclosed or may be disclosing or utilized or may be utilizing any trade secret or proprietary information or documentation of such third party or (c) interfered or may be interfering in the employment relationship between such third party and any of its present or former employees. No third party has requested information from iMediation or any iMediation Subsidiary which suggests that such a claim might be contemplated. To iMediation's knowledge, no person employed by or affiliated with iMediation or any iMediation Subsidiary has employed or proposes to employ any trade secret or any information or documentation proprietary to any former employer, and to iMediation's knowledge, no person employed by or affiliated with iMediation or any iMediation Subsidiary has violated any confidential relationship which such person may have had with any third party, in connection with the development, manufacture or sale of any product or proposed product or the development or sale of any service or proposed service of iMediation or any iMediation Subsidiary, and iMediation has no reason to believe there will be any such employment or violation. To iMediation's knowledge, neither the execution nor delivery of this Agreement, nor the carrying on of the business of iMediation and the iMediation Subsidiaries as officers, employees or agents by any officer, director or key employee of iMediation or any iMediation Subsidiary, nor the conduct or proposed conduct of the business of iMediation and the iMediation Subsidiaries, will conflict with or result in a breach of the terms, conditions or provisions of or constitute a default under any contract, covenant or instrument under which any such person is obligated. No European Union key employee or officer of iMediation and the iMediation Subsidiaries, and no current or former European Union employee of iMediation and the iMediation Subsidiaries who is or was involved in the development of iMediation's and the iMediation Subsidiaries' Intellectual Property Rights (as defined below), has any right, title or interest to such Intellectual Property Rights except as expressly provided by applicable law. Each non-European Union key employee or officer of iMediation and the iMediation Subsidiaries, and each current or former non-European Union employee who is or was involved in the development of iMediation's and the iMediation Subsidiaries' Intellectual Property Rights, has executed a Confidentiality and Proprietary Rights Agreement in substantially the form attached hereto as Exhibit K, and no exceptions have been made by any such officer or employee to the terms of such agreement.

2.9 Patents, Trademarks, Etc

(a) Set forth in Section 2.9(a) of the iMediation Disclosure Schedule is a list and brief description of all domestic and foreign patents, patent rights, patent applications, trademarks, trademark applications, service marks, service mark applications, trade names, domain names, copyrights and copyright registrations, and all applications for such which are in the process of being prepared, owned by or registered in the name of iMediation or any iMediation Subsidiary, or of which iMediation or any iMediation Subsidiary is a licensor or licensee or in which iMediation has any right, and in each case a brief description of the nature of such right.

(b) iMediation and each iMediation Subsidiary own or possess adequate licenses or other rights to use all patents, patent rights, patent applications, trademarks, trademark applications, service marks, service mark applications, trade names, domain names, copyrights, copyright registrations, manufacturing processes, inventions, formulae, trade secrets, software, customer lists and know how (collectively, "Intellectual Property Rights") necessary to the conduct of their businesses as conducted and as currently proposed to be conducted, and no claim is pending or, to iMediation's knowledge, threatened to the effect that the operations of iMediation or any iMediation Subsidiary infringe upon or conflict with the asserted rights of any other person under any Intellectual Property Rights, and there is no basis for any such claim (whether or not pending or threatened).

(c) No claim is pending or threatened to the effect that any such Intellectual Property Rights owned or licensed by iMediation or any iMediation Subsidiary, or which iMediation or any iMediation Subsidiary otherwise has the right to use, is invalid or unenforceable by iMediation or any iMediation Subsidiary, and there is no basis for any such claim (whether or not pending or threatened).

(d) All prior art known to iMediation which may be or may have been pertinent to the examination of any United States patent or patent application listed in Section 2.9(a) of the iMediation Disclosure Schedule has been cited to the United States Patent and Trademark Office.

(e) To iMediation's knowledge, all technical information developed by and belonging to iMediation and each iMediation Subsidiary which has not been patented has been kept confidential.

(f) Neither iMediation nor any iMediation Subsidiary has granted or assigned to any other person or entity any right to manufacture, have manufactured, assemble or sell the products or proposed products or to provide the services or proposed services of iMediation or any iMediation Subsidiary. Neither iMediation nor any iMediation Subsidiary has received any communication alleging, and has no knowledge of any allegation, that iMediation or any iMediation Subsidiary is violating or, by conducting its business as proposed, would violate any of the Intellectual Property Rights of any other person or entity.

(g) Except as set forth in Section 2.9(g) of the iMediation Disclosure Schedule, iMediation has executed the following form agreements only in the form provided to counsel for HAHT, without modification that could have a Material Adverse Effect on iMediation:

- (i) iMediation Software License Agreement;
- (ii) iMediation Software Support Agreement; and
- (iii) iMediation Professional Services Agreement.

2.10 Title to Properties and to the *Fonds de Commerce*. iMediation and each iMediation Subsidiary have good, clear and marketable title to their properties and assets, and all such properties and assets are free and clear of mortgages, pledges, security interests, liens, charges, claims, restrictions and other encumbrances (including without limitation, easements and licenses), except for liens for current taxes not yet due and payable and minor imperfections of title, if any, not material in nature or amount and not materially detracting from the value or impairing the use of the property subject thereto or impairing the operations or proposed operations of iMediation and each iMediation Subsidiary. The *fonds de commerce* of iMediation is free and clear of all material Liens, and iMediation is not a party to any material contract granting to any third party any rights with respect to its *fonds de commerce* (including *location-gérance, société en participation* or equivalent).

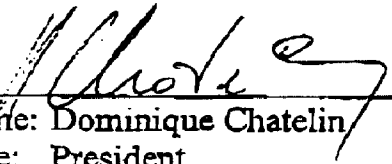
2.11 Leasehold Interests. Each lease or agreement to which iMediation and each iMediation Subsidiary is a party under which it is a lessee of any property, real or personal, is a valid and subsisting agreement, in each case free and clear of all mortgages, pledges, liens, leases, encumbrances or charges (other than those resulting from taxes which have not yet become delinquent and minor liens and encumbrances which do not materially detract from the value of the property subject thereto or materially impair the operations of iMediation or the iMediation Subsidiary) duly authorized and entered into, without any default of iMediation or the iMediation Subsidiary thereunder and, to iMediation's knowledge, without any default thereunder of any other party thereto. No event has occurred and is continuing which, with due notice or lapse of time or both, would constitute a default or event of default by iMediation or the iMediation Subsidiary under any such lease or agreement or, to iMediation's knowledge, by any other party thereto. iMediation has provided to counsel for HAHT true and complete copies of all such leases, such leases have not been amended, modified or superseded and iMediation and each iMediation Subsidiary is in compliance with such leases.

2.12 Insurance. iMediation and each iMediation Subsidiary maintains adequate insurance, by financially sound and reputable insurers, on its properties of a character and in such amount and on terms usually incurred by corporations engaged in a similar business against loss or damage resulting from fire or other risks insured against by extended coverage of the kind customarily insured against by such corporations and maintains in full force and effect public liability insurance against claims for personal injury, death or property damage occurring upon, in, about or in connection with the use of any of its properties, and maintains such other insurance as may be required by law or other agreements to which iMediation or the iMediation Subsidiary is a party.

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAHT COMMERCE, INC.

By: 
Name: Dominique Chatelin
Title: President

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: _____

By: _____
Name: _____
Title: _____

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

CORP-12381-24-245465-FINAL

TRADEMARK
REEL: 002529 FRAME: 0869

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAHT COMMERCE, INC.

By: _____
Name: _____
Title: _____

By: Tom Thomas
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: _____

By: _____
Name: _____
Title: _____

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAHT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: Adrian Amariel

By: Adrian Amariel

Name: _____

Title: Founder

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAHT COMMERCE, INC.

By: _____

Name: ~~Didier Benchimol~~

Title: President

By: _____

Name: Tom Thomas

Title: Chief Executive Officer

STOCKHOLDERS:

NAME: Mr. Hilmar Frehsdorf, Ruukko

By: _____

Name: _____

Title: _____

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

CORP-12381-24-245465-FINAL

TRADEMARK
REEL: 002529 FRAME: 0872

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAHT COMMERCE, INC.

By:

Name:

Title:

By:

Name: Tom Thomas

Title: Chief Executive Officer

STOCKHOLDERS:

NAME: Sven Lung



Duly represented by Didier Benchimol

POWER OF ATTORNEY

The undersigned,

Sven Lung

acting in its capacity as shareholder of iMediation, a French *société anonyme* with a share capital of €1,223,199.08 the registered office of which is located at Tour Pascal A, 22 Route de la Demi-Lune, 92045 Paris la Défense, registered with the Registry of Commerce and Companies of Nanterre under number 418 936 555 (the "Company")

hereby grants to : Djidee Benchimd

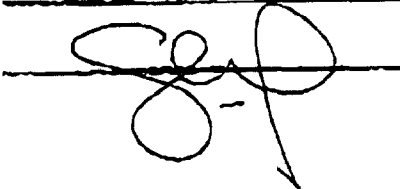
all the necessary powers and authority to act on my behalf in order to:

1. sign the share exchange agreement to be entered into between certain shareholders of iMediation including myself, iMediation and HAHT Commerce Inc. (the "Share Exchange Agreement"), a draft of which has been received, as well as the agreements referred to in the Share Exchange Agreement, which I and such other shareholders of iMediation are to be parties to;
2. execute any deeds, sign any documents, or to do any other act, matter or thing which are necessary or expedient for carrying out the said purposes or acts hereby authorized or ancillary thereto.

This power of attorney is granted for a period of 5 days as from this date.

Executed in Paris
On 10/01/2002

BY: Sven LUNG

NAME: 

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAHT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: Electronic Commerce a Trade, EURL

By: _____
Name: Richard Benchermeil

Title: Acting pursuant to a power of attorney dated 01/07/2002

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

POWER OF ATTORNEY

The undersigned,

ELECTRONIC COMMERCE & TRADE, EURL

represented by Thierry Ledereq, duly authorized for the purpose hereof,

acting in its capacity as shareholder of iMediation, a French *société anonyme* with a share capital of €1,223,199.08 the registered office of which is located at Tour Pascal A, 22 Route de la Demi-Lune, 92049 Paris la Défense, registered with the Registry of Commerce and Companies of Nanterre under number 418 936 555 (the "Company")

hereby grants to: Didier Bendavid

all the necessary powers and authority to act on behalf of Electronic Commerce & Trade, EURL in order to:

1. sign the share exchange agreement to be entered into between certain shareholders of iMediation including Electronic Commerce & Trade EURL, iMediation and HAIT Commerce Inc. (the "Share Exchange Agreement"), a draft of which has been remitted, as well as the agreement referred to in the Share Exchange Agreement, which Electronic Commerce & Trade EURL and such other shareholders of iMediation are to be parties to;
2. execute any deeds, sign any documents, or to do any other act, matter or thing which are necessary or expedient for carrying out the said purposes or acts hereby authorized or ancillary thereto.

This power of attorney is granted for a period of 5 days as from this date.

Executed in Paris
On 7/10/2002

ELECTRONIC COMMERCE & TRADE EURL

BY: Thierry Ledereq

NAME: [Signature]

Sven LING
[Signature]

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

iMEDLATION S.A.

HAHT COMMERCE, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: DIDIER BENCHIMOL



IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAHT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: VIENTURES FCP

By: _____
Name: Jean-Benoit TRAMÉ
Title: Managing Director

(SHARE EXCHANGE AGREEMENT SIGNATURE PAGE)

CORP-12381-24-245465-FINAL

TRADEMARK
REEL: 002529 FRAME: 0878

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

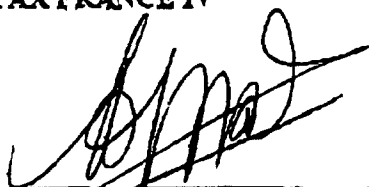
HAHT COMMERCE, INC.

By:
Name:
Title:

By:
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: FCPR APAX FRANCE IV



Represented By:
By:
Title:

~~APAX PARTNERS S.A.~~
EDGARD MISRAHI
DIRECTEUR ASSOCIE

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

MEDIATION S.A.

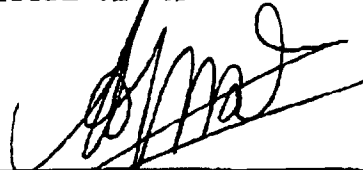
HAFT COMMERCE, INC.

By:
Name:
Title:

By:
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: FCPR APAX FRANCE Y A



Represented By: APAX PARTNERS S.A.
By: EDGARD MISRAHI
Title: DIRECTEUR ASSOCIE

CORP-12381-24-245465-PINAL

TRADEMARK
REEL: 002529 FRAME: 0880

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

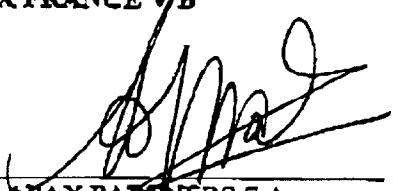
HAHT COMMERCE, INC.

By:
Name:
Title:

By:
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: FCPR APAX FRANCE V/B



Represented By: APAX PARTNERS S.A.
By: EDGARD MISRAHI
Title: DIRECTEUR ASSOCIE

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

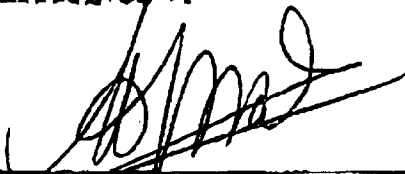
HAHT COMMERCE, INC.

By:
Name:
Title:

By:
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: FCPR APAX FRANCE VI



Represented By: APAX PARTNERS S.A.
By: EDGARD MISRAHI
Title: DIRECTEUR ASSOCIE

CORP-12381-24-245465-FINAL

TRADEMARK
REEL: 002529 FRAME: 0882

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAHT COMMERCE, INC.

By:
Name:
Title:

By:
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: ALTAMIR & CIE.



Represented By: APAX PARTNERS & CIE GERANCE S.A.
By: EDGARD MISRAHI
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

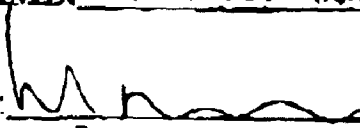
HAHT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: APAX GERMANY II LP.

By: 
Name: RICHARD P. RUCH
Title: DIRECTOR

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

CORP-12381-24-245465-FINAL

TRADEMARK
REEL: 002529 FRAME: 0884

OK

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

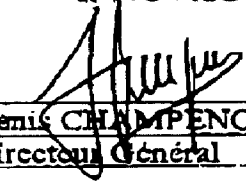
IIAHT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: INNOVACOM 3

By: 
Name: Denis CHAMPENOIS
Title: Directeur Général

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAHT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: CROISSANCE DISCOVERY FCPR
managed by LCF ROTHSCHILD ASSET MANAGEMENT

By: 
Name: Pierre-Michel PASSY
Title: Director

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAHT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: MERCURE DISCOVERY FCPR
managed by LCF ROTHSCHILD ASSET MANAGEMENT

By: 
Name: Pierre-Michel PASSY
Title: Director

{SHARE EXCHANGE AGREEMENT SIGNATURE PAGE}

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAHT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: NET DISCOVERY FCPR
managed by LCF ROTHSCHILD ASSET MANAGEMENT

By: 
Name: Pierre-Michel PASSY
Title: Director

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.


HAHT COMMERCE, INC.

By: _____
Name: Didier Benhimel
Title: President

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: COMPAGNIE FINANCIERE SAINT HONORE

By: 
Name: SAMUEL PINTO
Title: DIRECTEUR GENERAL

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

CORP-12381-24-245465-FINAL

TRADEMARK
REEL: 002529 FRAME: 0889

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAHT COMMERCE, INC.

By: _____

Name: ~~Didier Benchimol~~

Title: President

By: _____

Name: Tom Thomas

Title: Chief Executive Officer

STOCKHOLDERS:

BRIDGEMONT FINANCIAL LTD.

By: 

Name: Marc Joory

Title: POA

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

CORP-12381-24-245465-FINAL

TRADEMARK
REEL: 002529 FRAME: 0890

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

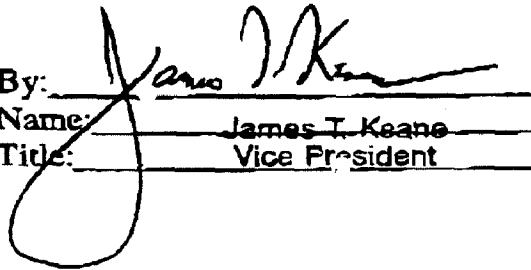
HAHT COMMERCE, INC.

By: _____
Name: ~~Didier Bonchinel~~
Title: President

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

**MORGAN STANLEY DEAN WITTER
NAME EQUITY FUNDING, INC.**

By: 
Name: James T. Keane
Title: Vice President

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

CORP-12381-24-245465-FINAL

TRADEMARK
REEL: 002529 FRAME: 0891

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

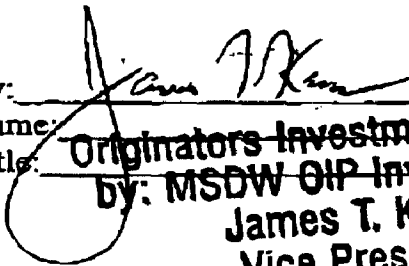
HAHT COMMERCE, INC.

By: _____
Name: Didier Benchimol
Title: President

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: ORIGINATORS INVESTMENT PLAN, L.P.

By: 
Name: ~~Originators Investment Plan, L.P.~~
Title: ~~by: MSDW OIP Investors, Inc.~~
**James T. Keane
Vice President**

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

CORP-12381-24-245465-FINAL

TRADEMARK
REEL: 002529 FRAME: 0892

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

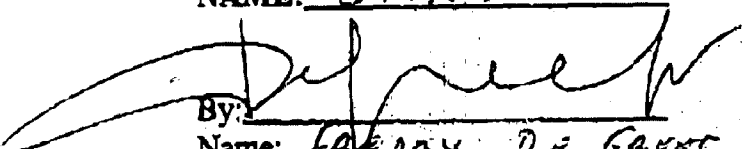
HAHT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: G. M. P. I


By: _____
Name: Fabrice De Groot
Title: C.E.O.

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

CORP-12381-24-245465-FINAL

TOTAL P. 02

TRADEMARK
REEL: 002529 FRAME: 0893

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HART COMMERCE, INC.

By: _____
Name: Didier Benchimol
Title: President

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: LEVAS INVESTMENTS BERKMAN LTD.

By: [Signature]
Name: [Signature]
Title: [Signature]

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

BAHT COMMERCE, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: GE CAPITAL EQUITY HOLDINGS B.V.

By: Mark Hornastle
Name: MARK HORNASTLE
Title: ATTORNEY IN FACT

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAHT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: INTEL ATLANTIC, INC.

By: Kalavathi S.
Name: Kala Srinivasan
Title: Assistant Treasurer

Legal OK
HAHT

NAME: INTEL ATLANTIC, INC.

By: _____
Name: Noel Lazo
Title: Assistant Treasurer

IMediation - Haht - (SHARE EXCHANGE AGREEMENT SIGNATURE PAGE)

CORP-12381-24-245465-FINAL

TRADEMARK
REEL: 002529 FRAME: 0896

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

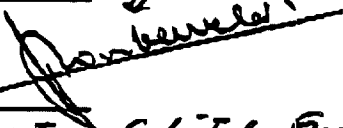
HAFT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: Philips Venture Capital Fund B.V.

By: Jan Ooster 
Name: M.O. Philips Venture Capital Fund B.V.
Title: Member GMC Royal Philips Electronics NV

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAHT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS: DEUTSCHE BANK AG LONDON

NAME: 

NAME: 

By: DERMUND CUMMINS
Name:
Title: AUTHORIZED SIGNATORY

By: STEPHEN ROBERTSON
Name:
Title: AUTHORIZED SIGNATORY

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HART COMMERCE, INC.

By: _____
Name: ~~Didier Bonhomme~~
Title: President

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: Domain Investment Pte Ltd

By: Jimmy Hsu
Name: Jimmy Hsu
Title: Director

(SHARE EXCHANGE AGREEMENT SIGNATURE PAGE)

CORP-12381-24-245465-FINAL

TRADEMARK
REEL: 002529 FRAME: 0899

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAHT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: 7719 Ventures II, LLC

By: Devadas Varma
Name: DEVADAS VARMA
Title: MANAGING DIRECTOR

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

CORP-12381-24-245465-FINAL.

TRADEMARK
REEL: 002529 FRAME: 0900

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.


HAHT COMMERCE, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: Emil An Ho

By: 
Name: Emil An Ho
Title: Software Engineer

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAHT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: ANUDA SRIDHAR RAO

By: [Signature]
Name: ANUDA SRIDHAR RAO
Title: Software Engineer

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

CORP-12381-24-245465-FINAL

TRADEMARK
REEL: 002529 FRAME: 0902

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAFT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: Tom Broom

By: Tom Broom
Name: Tom Broom
Title: Sales Representative

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

CORP-12381-24-245465-FINAL

TRADEMARK
REEL: 002529 FRAME: 0903

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAHT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: SHIVRAJ ASTHANA

By: Shivraj Asthana
Name: SHIVRAJ ASTHANA
Title: _____

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

CORP-12381-24-245465-FINAL

TRADEMARK
REEL: 002529 FRAME: 0904

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAHT COMMERCE, INC.

By: _____

Name:

Title:

By: _____

Name: Tom Thomas

Title: Chief Executive Officer

STOCKHOLDERS:

NAME: MARTIN R. BROWNE

By: Martin R. Browne

Name: MARTIN R. BROWNE

Title: SHAREHOLDER

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HABT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: Kathleen Carroll

By: Kathleen Carroll
Name: _____
Title: _____

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

CORP-12381-24-245465-FINAL

TRADEMARK
REEL: 002529 FRAME: 0906

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.


HAITI COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: AHMED FAROOQ.

By: 
Name: AHMED FAROOQ
Title: SR. VICE PRESIDENT.

(SHARE EXCHANGE AGREEMENT SIGNATURE PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.


HAFT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: AVANISHENDRA GUPTA

By: 
Name: AVANISHENDRA GUPTA
Title: VP BUSINESS DEVELOPMENT

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

CORP-12381-24-245465-FINAL

TRADEMARK
REEL: 002529 FRAME: 0908

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.


HAHT COMMERCE, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: John Johnson

By: 
Name: John Johnson
Title: Self

(SHARE EXCHANGE AGREEMENT SIGNATURE PAGE)

CORP-12381-24-245465-FINAL

TRADEMARK
REEL: 002529 FRAME: 0909

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAHT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: K.C. ASSOCIATES

By: 
Name: John C Kirby & Henry M Clanton
Title: Principals and Partners

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAHT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: RAMAN KEISANNA

By: Raman Keisanna
Name: RAMAN KEISANNA
Title: _____

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

CORP-12381-24-245465-FINAL

TRADEMARK
REEL: 002529 FRAME: 0911

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

EAHT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: OLAGAPPAN MANICKAM

By: O. Manickam
Name: OLAGAPPAN MANICKAM
Title: VP Engineering

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

CORP-12381-24-245465-FINAL

TRADEMARK
REEL: 002529 FRAME: 0912

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAHT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: Laird A. Papkin

By: _____
Name: Laird A. Papkin
Title: _____

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

CORP-12381-24-245465-FINAL

TRADEMARK
REEL: 002529 FRAME: 0913

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAHT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: 1998 Qureshi Family Trust

By: [Signature]
Name: Trustee
Title: 1/10/2022

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAHT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: Mario Rosati

By: [Signature]
Name: Mario Rosati
Title: _____

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDLATION S.A.

HAHT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: PETE SAULNIER

By: PETE SAULNIER
Name: _____
Title: _____

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

CORP-12381-24-245465-FINAL

TRADEMARK
REEL: 002529 FRAME: 0916

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

INTERMEDIATION S.A.


WIAHT COMMERCE, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: David Silverman

By: 
Name: David Silverman
Title: _____

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

CORP-12381-24-245465-FINAL

TRADEMARK
REEL: 002529 FRAME: 0917

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAFT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: _____

By: Ghille
Name: _____
Title: _____

GUNJAN SINHA.

ATTN: Benjamin

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

CORP-12381-24-245465-FINAL

TRADEMARK
REEL: 002529 FRAME: 0918

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAHT COMMERCE, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: S#UKRI SOURI
S. J. Sours
By: _____
Name: _____
Title: _____

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDLATION S.A.

HAHT COMMERCE, INC.

By: _____
Name:
Title:

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: DEVADAS VARMA

By: Devadas Varma
Name: DEVADAS VARMA
Title: _____

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

CORP-12381-24-245165-FINAL

TRADEMARK
REEL: 002529 FRAME: 0920

IN WITNESS WHEREOF, the parties hereto have caused this Share Exchange Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

IMEDIATION S.A.

HAHT COMMERCE, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: Tom Thomas
Title: Chief Executive Officer

STOCKHOLDERS:

NAME: WS Investments

By: [Signature]
Name: Maria Rosati
Title: _____

[SHARE EXCHANGE AGREEMENT SIGNATURE PAGE]

Schedule 2A

ArcadiaOne Shareholders

7719 Ventures II, LLC
Emil Aalto
Sridhar Rao Amuda
Shivraj Asthana
Marty Browne
Tom Bromm
Kathleen Carroll
Ahmed Farooq
Avaneedra Gupta
John Johnson
KC Associates
Raman Khanna
Mani Manickam
Laird Popkin
Qureishi 1998 Family Trust
Mario Rosati
Pete Saulnier
David Silverman
Shukri Sour
Gunjan Sinha
Devadas Varma
WS Investment Company