

08-02-2002



102175767  
RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

Form PTO-1594  
(Rev. 03/01)  
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):

Software Logistics Corporation,  
dba iLogistix

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

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

2. Name and address of receiving party(ies)

Name: Lavender Acquisition Corp.

Internal Address: c/o CMGI, Inc.

Street Address: 100 Brickstone Square

City: Andover State: MA Zip: 01810

- 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: July 11, 2002

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

A. Trademark Application No.(s)

75/825859

B. Trademark Registration No.(s)

2364500 1948078 1465769

Additional number(s) attached  Yes  No

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

Name: Matthew W. Walch

Internal Address: 5800 Sears Tower

Street Address: 233 South Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account for underpayment

8. Deposit account number:

50-1125

(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.

Matthew W. Walch  
Name of Person Signing

Signature

July 25, 2002  
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 Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

08/01/2002 LMUELLER 00000160 75825859

01 FC:481  
02 FC:482

40.00 OP  
75.00 OP

TRADEMARK  
REEL: 002553 FRAME: 0919

# INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made and entered into this 11th day of July, 2002, by Software Logistics Corporation, a California corporation doing business as iLogistix, ("Seller") in favor of Lavender Acquisition Corp., a Delaware corporation and/or its affiliates ("Buyer"). All capitalized terms not otherwise defined herein shall, unless the context otherwise requires, have the meaning ascribed to them in the Asset Purchase Agreement, as amended, by and between the Bradley D. Sharp in his capacity as Chapter 11 Trustee of the administratively-consolidated bankruptcy estates of the following: Software Logistics Corporation, a California corporation doing business as iLogistix, Logistix Supply Chain Management U.S., Inc., a Delaware corporation, Logistix Supply Chain Management Netherlands, Inc., a Delaware corporation, Logistix Supply Chain Management Benelux, Inc., a Delaware corporation, iLOGISTIX C.V., a limited partnership under the laws of The Netherlands, and Logistix Asia Holdings, an Exempted Company Limited by Shares under the laws of the Cayman Islands and Buyer dated as of June 27, 2002, as amended to date, (the "Purchase Agreement").

## R E C I T A L S

A. Pursuant to the terms and conditions of the Asset Purchase Agreement, the Seller has agreed to sell, transfer and assign to the Buyer certain of the Seller's assets and properties, including certain intellectual property of Seller, in partial consideration for the Purchase Consideration and the assumption of the Assumed Liabilities.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Seller does hereby sell, convey, assign, transfer and deliver to Buyer, its successors and assigns, all of its right, title and interest in and to the trademarks set forth on Exhibit A hereto (the "Trademarks") throughout the world, including all common law rights connected therewith and the goodwill of the business relating to the goods and/or services in respect of which the Trademarks are used and/or registered, including without limitation, (a) the registrations of and applications for the Trademarks, (b) any and all renewals, reversions and extensions or foreign equivalents thereof, for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors and assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made; and (c) the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks or the registration thereof or such associated goodwill.

2. Seller does hereby sell, convey, assign, transfer and deliver to Buyer, its successors and assigns, all of its right, title and interest in and to the domain names set forth on Exhibit A hereto (the "Domain Names"). Seller expressly agrees to transfer all Domain Names to Buyer promptly after Closing pursuant to the policies and procedures of the applicable registrar(s) hosting the Domain Names.

3. Seller does hereby sell, convey, assign, transfer and deliver to Buyer, its successors and assigns, all of its right, title and interest in and to all copyrights and copyrightable material

TRADEMARK

REEL: 002553 FRAME: 0920

owned by Sellers or to which Seller has any rights, including all rights granted under 17 U.S.C. section 106, the right to apply for copyrights in Buyer's name, and any and all renewals and extensions of such copyrights that may be secured under the laws now or hereafter pertaining thereto in the United States.

4. Seller agrees to execute and deliver without further consideration any further applications, assignments or other documents and to perform such other lawful acts as Buyer, its successors and assigns, may deem reasonably necessary to fully secure, maintain and enforce its rights, title or interest as specified hereunder. The obligations set forth in this Section 4 shall in no way inhibit the ability of the Trustee to wind-up the business of and dissolve the Seller.

5. Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and, in the case of any trademark registrations or applications therefor made with any office of any country or countries foreign to the United States, any officer of such country, whose duty it is to issue trademarks or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Buyer and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

6. Nothing expressed or implied in this Assignment is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.


7. This Assignment is executed pursuant to the Agreement and is entitled to the benefits thereof and shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns.

8. This Agreement shall be construed and enforced in accordance with the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts laws thereof.

IN WITNESS WHEREOF, Sellers have caused this Assignment to be executed by the trustee thereunto duly authorized on the day and year first above written.

SELLER:

Software Logistics Corporation, a California corporation doing business as iLogistix,

By:  \_\_\_\_\_

Name: Bradley D. Sharp

Title: Chapter 11 Trustee of Sellers

*[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]*

**EXHIBIT A****FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS**

MARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
ILOGISTIX	75/825859	10/18/99		
@PRIORI	75/767892	08/04/99	2364500	07/04/00
LOGISTIX	74/530836	05/31/94	1948078	01/16/96
LOGISTIX	73/616468	08/25/86	1465769	11/17/87

**STATE TRADEMARKS AND COMMON LAW TRADEMARKS**

JURISDICTION	MARK	REGISTRATION NO.	REGISTRATION DATE
California	LOGO	34216	01/12/99
California	PROBIND	30516	03/17/87
California	LOGISTIX	28051	09/08/86
Massachusetts	ETC.	40311	07/16/97
Common Law	EXACT DUPLICATES	n/a	n/a
Common Law	HI-TEXT	n/a	n/a
Common Law	DOX	n/a	n/a
Common Law	GEOPS	n/a	n/a

**FOREIGN TRADEMARKS**

JURISDICTION	MARK	REGISTRATION NO.	REGISTRATION DATE
Australia	ILOGISTIX	829,078 (App. #)	3/24/00 (App. Date)
Benelux	LOGISTIX	590755	9/11/95
European Com.	ILOGISTIX	1,607,860 (App. #)	4/12/00 (App. Date)
Ireland	LOGISTIX	122094,122095	10/10/86

		215859-215861, Application 2000/01045	07/01/96 03/23/00
Malaysia	ILOGISTIX	2000-04315 (App #)	4/11/00 (App. Date)
Singapore	ILOGISTIX	T00/4740J(App. #)	3/24/00 (App. Date)
		T00/06456I(App. #)	4/18/00 (App. Date)
Taiwan	ILOGISTIX	143879	06/16/01
		148436	09/01/01

### DOMAIN NAMES

iLogistix.com  
Logistix.com  
logistixmscal.net  
logistixmsfl.net  
logistixmsire.net  
logistixmsnc.net  
logistixmssing.net  
logistixtapei.net