



12-16-02

102311967

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

1. Name of conveying party(ies):

CLARUS CORPORATION

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

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

3. Nature of conveyance:

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

Execution Date: DECEMBER 6, 2002

2. Name and address of receiving party(ies):

Name: EPICOR SOFTWARE CORPORATION

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 195 TECHNOLOGY DRIVE

City: IRVINE State: CA ZIP: 92618

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2571917

Additional numbers attached?  Yes  No

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

Name: BARBARA ALDER

Internal Address: PAUL, HASTINGS, JANOFSKY & WALKER, LLP

Street Address: 695 TOWN CENTER DRIVE, 17TH FLOOR

City: COSTA MESA State: CA ZIP: 92626

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41):

\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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DO NOT USE THIS SPACE

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INDEXED  
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PTO

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.

BARBARA ALDER

Name of Person Signing

*Barbara Alder*

Signature

12.12.02

Date

Total number of pages including cover sheet, attachments, and document: 5

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

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of December 4, 2002, by Clarus Corporation, a Delaware corporation (Assignor), in favor of Epicor Software Corporation, a Delaware corporation ("Assignee").

### RECITALS

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the United States trademark registration and application listed in Appendix A attached hereto, including any common law trademark rights therefor (the "Marks"); and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated October 17, 2002 (the "Agreement"), under which Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the Marks, for the United States and for all foreign countries, including any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

This Assignment is deemed to be executed and delivered within the State of Georgia, and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of the State of Georgia without regard to its conflicts of law principles.

**[SIGNATURES ON FOLLOWING PAGE]**

(SIGNATURE PAGE TO TRADEMARK ASSIGNMENT)

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on this 6th  
day of December, 2002.

CLARUS CORPORATION

By:   
Name: Stephen Jefferson  
Title: CEO

## APPENDIX A

### MARKS

#### Trademarks:

U.S. Trademark:	ETOUR
Registration Number:	2,571,917
Reg. Date:	May 21, 2002
Expire Date:	May 21, 2012

STATE OF Georgia )  
 ) ss.:  
COUNTY OF FULTON )

On 12/5/02 before me, Pamela B Ellis, Notary Public in and for said State, personally appeared Stephen P Jeffery, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Pamela B Ellis  
SIGNATURE OF NOTARY PUBLIC

