

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

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

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):

eXchangeBridge, Inc.

- 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 Purchase and Sell Agreement
- Merger
- Change of Name

Execution Date: September 9, 2002

2. Name and address of receiving party(ies)

Name: GLE Acquisitions, LLC

Internal

Address:

Street Address: 6400 International Parkway, Suite 2000

City: Plano State: TX Zip: 75903

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other a Delaware 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) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,686,520

Additional number(s) attached  Yes  No

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

Name: Andrew S. Ehmke

Internal Address: Haynes and Boone, LLP

Street Address: 901 Main Street, Suite 3100

City: Dallas State: TX Zip: 75202

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:

08-1394

DO NOT USE THIS SPACE

9. Signature.

Andrew S. Ehmke, Reg. No. 50,271

Name of Person Signing

Signature

July 25, 2003

Date

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

10

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

D-1153021

CH \$40.00 081394 2686520

PURCHASE AND SALE AGREEMENT

by and among

EXCHANGEBRIDGE, INC.

PEREGRINE SYSTEMS, INC.

and

GLE ACQUISITIONS, LLC

Dated as of September 9, 2002

AN INDEX OF DEFINED TERMS APPEARS AFTER THE TABLE OF CONTENTS.

## PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of September 9, 2002, is by and among eXchangeBridge, Inc., a Delaware corporation ("Seller"), Peregrine Systems, Inc., a Delaware corporation ("Shareholder") and GLE Acquisitions, LLC, a Delaware limited liability company ("Purchaser").

This Agreement sets forth the terms and conditions upon which Seller will sell to Purchaser, and Purchaser will purchase from Seller, certain assets and certain rights, claims and contracts used in connection with Seller's business of purchase order, invoice processing and transaction management services provided by Seller primarily to the food broker industry and the development, sale and licensing of its internet-based database software related to such business activities conducted by Seller (the "Business"), and will assume certain specified liabilities related to the Business.

Shareholder acknowledges that it has received adequate consideration for its promises made to Purchaser in connection with this Agreement and for performing its obligations hereunder, and that it will be benefited by the transactions contemplated herein. Shareholder acknowledges that Purchaser has relied on Shareholder's promises made herein in connection with Purchaser's entering into this Agreement and consummating the transactions provided for hereunder.

NOW THEREFORE, the parties agree as follows:

### ARTICLE I TRANSFER OF ASSETS AND LIABILITIES

#### 1.01 Purchase and Sale of Transferred Assets.

(a) Upon the terms and subject to the conditions of this Agreement, on the closing of the transactions provided for in this Agreement (the "Closing"), Seller shall sell, transfer, convey, assign and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, all of Seller's right, title and interest in, to and under all of the following classes, types or categories of assets, rights and claims, as the same may exist as of the date on which the Closing occurs (the "Closing Date"), except to the extent such assets, rights and claims are specifically listed herein as Excluded Assets (collectively, the "Transferred Assets");

(i) all goodwill and going concern value of the Business including without limitation all accounts and notes receivable properly accrued in the Business after the Closing Date;

(ii) subject to the receipt of any Required Consents, all agreements, contracts, purchase and sale orders, arrangements, commitments and licenses, whether written or oral, that set forth the terms or conditions of, or otherwise relate to, the In-Process Engagements (as defined below) (the "In-Process Contracts") and all other agreements, contracts, purchase and sale orders, arrangements, commitments and licenses, whether written or oral, to the extent that they are related to the ownership or operation of the Business, or to the extent the Transferred Assets are subject thereto, except to the extent included in the Excluded Assets or related to the Excluded Liabilities (the "Other Contracts" which for purposes of this definition shall not include the In-Process Contracts), including all rights to assert claims and take other actions in respect of breaches or other violations of such In-Process Contracts and Other

Contracts, except to the extent that the In-Process Contracts and Other Contracts are specifically listed herein as Excluded Assets or Excluded Liabilities;

“In-Process Engagements” mean customer engagements that started prior to the Closing and that will not terminate until after the Closing.

(iii) only the real and personal property leases specifically set forth on Schedule 1.01(a)(iii) of the Disclosure Memorandum, including any and all deposits relating thereto;

(iv) all methodologies, processes, advertising or marketing materials, training materials, consulting materials, manuals, guides, programs, forms, proprietary software, client or customer listings and other proprietary or confidential information, Intellectual Property (as defined below), used in the operation of the Business or that is required to conduct the Business, and also including the names “eXchangeBridge”, “eXchangeBridge, Inc.”, “Glink”, “Glink LLC”, “GroceryLink”, and “GroceryLink LLC”, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof and rights to protection of interests therein under the Laws of all jurisdictions;

“Intellectual Property” means: (1) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and all patents, patent applications and patent disclosures, together with all reissues, continuations, continuations-in-part, divisionals and reexaminations thereof; (2) all trademarks, service marks, trade dress, logos, trade names and corporate names, all domain names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith; (3) all copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith; (4) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (5) all proprietary computer software and databases (including data and related documentation) and all other licenses listed on Schedule 1.01(a)(iv) of the Disclosure Memorandum; (6) all other proprietary rights; and (7) all copies and tangible embodiments thereof (in whatever form or medium).

(v) originals or copies of, or extracts of information containing, (a) all of the Business’s monthly financial statements, trial balances, general ledger and accounts receivable information and any other standard report that Seller customarily produces or generates with respect to the Business, in each case for any period from and after January 1, 2001; (b) all of the Business’s billing history and files and proposal files; (c) all employee files for Transferred Employees only; (d) all agreements and (e) all client work papers owned by Seller or Shareholder relating to the Business with respect to In-Process Engagements, but only to the extent that the transfer of such client work papers is permitted by applicable Law, accounting standards and standards of professional conduct applicable to Seller, provided, however, that to the extent any such client work papers actually are owned by the client or to the extent that any client has any right or interest in such client work papers, the Seller shall only transfer possession of such client work papers to Purchaser (collectively, the “Records”); it being understood that, after the Closing, each of Seller and Shareholder shall provide Purchaser and its representatives reasonable access, during normal business hours and on reasonable notice, to any financial and operating data and other information relating to the Business that is not included in the Records and that is in Seller’s or Shareholder’s possession or subject to Seller’s or Shareholder’s reasonable control at the time of such request;

(vi) all prepaid expenses in existence as of the Closing, including deposits;

(g) Neither Seller nor any subsidiary is party to any agreement with any employee the benefits of which (including, without limitation, severance benefits) are contingent, or the terms of which are materially altered, upon the occurrence of a transaction involving Seller or any subsidiary of the nature of any of the transactions contemplated by this Agreement.

2.14 Transferred Assets.

(a) Seller has good and marketable title to all of the Transferred Assets, free and clear of any Liens. The Transferred Fixtures and Equipment have been, taken as a whole, maintained in accordance with Seller's normal practice and, to Seller's Knowledge, are in satisfactory operating condition (with the exception of normal wear and tear).

(b) Except as set forth in Schedule 2.14(b) of the Disclosure Memorandum, to Seller's Knowledge, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights owned or used by the Business.

(c) Except as set forth in Schedule 2.14(c) of the Disclosure Memorandum, to the Knowledge of Seller, the Business has not and as presently conducted by Seller does not interfere with, infringe upon, misappropriate, or otherwise come into conflict with, any Intellectual Property rights of third parties.

(d) Schedule 2.14(d) of the Disclosure Memorandum identifies each patent, registered trademark, registered copyright, domain name, and other registration included in the Transferred Assets with respect to any of the Intellectual Property owned or used by the Business, and identifies each pending patent, trademark, copyright, domain name and other application for registration made with respect to any of the Intellectual Property owned or used by the Business.

2.15 Taxes.


(a) Filing of Tax Returns. Seller has duly and timely filed (in accordance with any extensions duly granted by the appropriate governmental agency, if applicable) all reports, returns, declarations or other filings required (i) to be filed on or prior to the Closing with the United States or any state or any political subdivision thereof or any foreign jurisdiction with respect to Taxes, and (ii) to be supplied to any taxing authority or jurisdiction with respect to Taxes, including any amendments to such reports, returns, declarations or filings ("Tax Returns"). All such Tax Returns are complete and accurate in all respects and properly reflect the Taxes of Seller for the periods covered thereby.

(b) Payment of Taxes. Except for such items Seller may be disputing in good faith by proceedings in compliance with applicable law as set forth on Schedule 2.15 of the Disclosure Memorandum, (i) Seller has paid all Taxes that are due with respect to any Tax Returns that it or they have filed, and (ii) Seller is not delinquent in the payment of any Taxes.

(c) No Pending Deficiencies, Delinquencies, Assessments or Audits. Seller has not received any notice that any Tax deficiency or delinquency has been asserted against Seller, and to Seller's Knowledge, there is no threat of such assertion and there exists no basis for any such assertion. There is no unpaid assessment, proposal for additional Taxes, deficiency or delinquency in the payment of any of the Taxes of Seller that has been asserted by any taxing authority. There is no taxing authority audit of Seller pending or threatened to Seller's Knowledge. Seller is not a party to any pending action or proceeding by any governmental authority for assessment or collection of Taxes. Seller has not violated any applicable federal, state, local or foreign tax law. There are no security interests or liens on any

Each of the parties to this Agreement has caused this Agreement to be executed on its behalf by its duly authorized representative, all as of the day and year first above written.

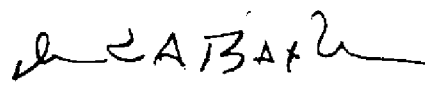
EXCHANGEBRIDGE, INC.

By:   
Name: RAJ TANNA  
Title: PRESIDENT / CEO

PEREGRINE SYSTEMS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GLE ACQUISITIONS, LLC

By:   
Name: DAVID A. BAXLEY  
Title: CEO

Sep 10 02 09:33a

Paul Welsh

859-480-3926

p.5

Each of the parties to this Agreement has caused this Agreement to be executed on its behalf by its duly authorized representative, all as of the day and year first above written.

EXCHANGEBRIDGE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PEREGRINE SYSTEMS, INC.

By: Kathryn Viazas  
Name: KATHRYN VIAZAS  
Title: General Counsel & Corporate Secretary

GLE ACQUISITIONS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Schedule 2.14(d)  
Patents and Intellectual Property Registrations

A. Trademarks

1. Pending Federal Applications

- a. Serial No. 78/002819 (Miscellaneous Design -- see below) filed April 6, 2000. Application status: Approved for publication.



- b. Serial No. 78/002642  
Word Mark -- EXCHANGEBRIDGE  
Filed April 5, 2000

2. Common Law Marks and Trade Names

- a. Grocerylink  
b. Glink  
c. Vision 4

B. Copyrights

1. Registered Copyrights

None

2. Unregistered Copyrights

Various

C. Domain Names

1. exchangebridge.com
2. exchangebridge.net
3. grocerylink.net
4. datamine.grocerylink.net



- 5. datamine.exchangebridge.net
- 6. service.exchangebridge.net
- 7. service.grocerylink.net
- 8. glforms.exchangebridge.net
- 9. glforms.grocerylink.net
- 10. transcentral.com

**D. Patents**

Country	Title	Patent No.	Filing Date	Applicant	Comments
U. S.	System and Method for Processing Documents	09/626,402	07/26/2000	eXchangeBridge, Inc.	Next action expected May, 2003
PCT	System and Method for Processing Documents	PCT/US00/20224	07/26/2000	eXchangeBridge, Inc.	Published 02/01/2001 Expires 01/26/2003
Australia	System and Method for Processing Documents	62370/00	07/26/2000	eXchangeBridge, Inc.	5 Year Annuity due 07/26/2005
Canada	System and Method for Processing Documents	2,375,020	01/08/2002	GLink, LLC*	3 Year Annuity due 07/26/2003
Europe	System and Method for Processing Documents	00948949.3-1238	12/27/2001	eXchangeBridge, Inc.	Abandoned per client's request 06/12/2002

\* The necessary documents have been filed to record the name change to eXchangeBridge, Inc.  
 \*\*\* registered to Harbinger Corporation