

03-21-2003

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

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

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 (Delaware Corporation) 31803
Individual(s) Association General Partnership Limited Partnership Corporation-State Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Geac Canada Limited (Canadian Corp) Internal Address: Ruth Klein Street Address: 11 Allstate Parkway, Suite 300 City: Markham Ontario State: Zip:
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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 Merger Security Agreement Change of Name Other
Execution Date: 10/18/1999

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2169258; 2167261
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Susan Montgomery Internal Address: Foley Hoag LLP Street Address: 155 Seaport Boulevard City: Boston State: MA Zip: 02210

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: 06-1446

DO NOT USE THIS SPACE

9. Signature. 03/20/2003 LUPELLER 00000141 2169258 01 FC:8521 40.00 CH 02 FC:8522 Susan Montgomery Name of Person Signing

Signature

March 12, 2003 Date

Total number of pages including cover sheet, attachments, and document: 10

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

TRADEMARK REEL: 002696 FRAME: 0742

ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Clarus Corporation, a Delaware corporation, having a place of business at 3970 Johns Creek court, Suite 100, Suwanee, Georgia 30024 ("Assignor"), owns all of the intellectual property defined as Company Intellectual Property on Schedule A attached hereto (the "Company Intellectual Property"), including without limitation, the trademarks listed on Schedule B attached hereto, which includes common law trademarks, pending applications for federal and foreign registration and federal, state and foreign registered trademarks (the "Marks") and the patents listed on Schedule C attached hereto, which includes pending applications for and issued letter patents in the United States and abroad (the "Patents"); and

WHEREAS, GEAC Canada Limited, a Canadian corporation having a place of business at 11 Allstate Parkway, Suite 300, Markham, Ontario, L3R 9T8 ("Assignee"), is desirous of acquiring the Company Intellectual Property, including, without limitation, the Marks and the Patents;

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

1. The Assignor does hereby assign, transfer, convey and set over unto Assignee its entire right, title and interest in and to the Company Intellectual Property, the Marks and the Patents, including, without limitation, all goodwill of the Assignor or its business, products and services appurtenant to, associated with or symbolized by the Marks, the Patents and/or the use thereof; the right (but not the obligation) to sue and recover for past, present and future infringements of the Company Intellectual Property, the Marks and the Patents; the right to prosecute applications for trademarks and patents; all rights of Assignor corresponding to the Company Intellectual Property, the Marks and Patents throughout the world; all reissues, divisions, continuations, renewals, extensions and continuations-in-part of the Marks and the Patents; all rights and interests pursuant to licensing or other agreements in favor of the Assignor pertaining to the Company Intellectual Property, and all proceeds of any of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits).

2. The Assignor hereby covenants and agrees that it will, at the request of the Assignee and without further consideration, execute and deliver, and will cause its employees to execute and deliver, such other instruments of transfer, conveyance and assignment, and take such other action as may reasonably be necessary to more effectively assign and deliver to, and vest in, the Assignee, its successors and assigns, good title to the Company Intellectual Property hereby sold, transferred, conveyed, assigned and delivered.

3. This assignment has been executed and delivered by the Assignor in accordance with that certain Intellectual Property Rights Purchase Agreement by and between the Assignor and Assignee dated as of August 24, 1999 (the "Agreement").

4. The Assignor does hereby irrevocably constitute and appoint the Assignee, its successors and assigns, as its true and lawful attorney, with full power of substitution, in the Assignor's name, and on behalf of the Assignor, or for its own use, to claim, demand, collect and receive at any time and from time to time any and all assets, properties, claims, accounts and other rights, tangible or intangible, comprising the Company Intellectual Property hereby assigned and delivered, or intended so to be, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instrument of satisfaction and release.


5. The Assignor, by its execution of this Assignment of Intellectual Property, and the Assignee, by its acceptance of this Assignment of Intellectual Property, each acknowledge and agree that neither the representations and warranties nor the rights and remedies of any party under the Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument.

6. This Assignment of Intellectual Property shall be governed by and construed in accordance with the laws of the State of Delaware and the parties hereto consent to and submit to the jurisdiction of the courts of the State of Delaware.

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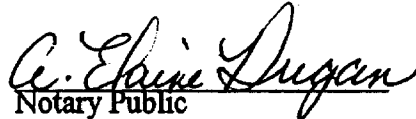
IN WITNESS WHEREOF, the undersigned has executed this Assignment of Intellectual Property as of the 18th day of October, 1999.

CLARUS CORPORATION

By: 
Name: STEPHEN A. JEFFERY
Title: PRESIDENT

State of Georgia)
County of Fulton) SS

On this 18 day of October, 1999, before me personally came Steve Jeffery to me known, who being by me duly sworn, did depose and say that he resides at Lawrence, Georgia; that he is the President/CEO of Clarus Corporation the corporation described in and which executed the above instrument, and that he signed his name thereto by order of the board of directors thereof.


Notary Public

MY COMMISSION EXPIRES
NOVEMBER 23 2002

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