

04-18-2003

Form PTO-1594 R
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102424306

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

1. Name of conveying party(ies): 4-15-03
netExs, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Wisconsin Limited Liability Company
- 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: _____

2. Name and address of receiving party(ies)

Name: SPSS Inc.
Internal Address: 11th Floor
Street Address: 233 S. Wacker Drive
City: Chicago State: IL Zip: 60606

- 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

OFFICE OF PUBLIC RECORDS
2003 APR 15 AM 9:33
FINANCE SECTION

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

A. Trademark Application No.(s) 75/863,567

B. Trademark Registration No.(s) 2,559,707

Additional number(s) attached Yes No

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

Name: E. Leonard Rubin

Internal Address: Sachnoff & Weaver, Ltd.

Street Address: _____

30 South Wacker Drive, 29th Floor

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: _____

10

7. Total fee (37 CFR 3.41).....\$ 265

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

E. Leonard Rubin
Name of Person Signing

Signature

April 15, 2003
Date

Total number of pages including cover sheet, attachments, and document: 8

04/17/2003 ECOOPER 00000169 75863567

01 FC:0521 40.00 OP
02 FC:0522 225.00 OP

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

TRADEMARK
REEL: 002714 FRAME: 0854

Additional Numbers

Name	Registration/Application Number
ASP PLUS	75/863,555
ASP XL	2,562,323
NETEXS	75/692,852
NETEXS (logo)	75/692,874
OLAP HUB	N/A
RELATIONAL ROUTER	78/065,183
VELOCITY MORTGAGE	75/692,834
VELOCITY MORTGAGE GET HOME FASTER	75/726,908
WEB ENABLING THE WORLD'S DATA	2,446,236

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that netExs LLC, a Wisconsin limited liability company ("Seller"), pursuant to appropriate limited liability company action heretofore taken by Seller and pursuant and subject to all of the terms and conditions of that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of June 20, 2002, by and among SPSS Inc., a Delaware corporation ("Buyer"), Seller and the members of Seller listed as signatories thereto, for and in consideration of the payment by Buyer to Seller of certain good and valuable consideration as provided in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged by Seller, does hereby sell, grant, convey, assign, transfer and deliver to Buyer, its successors and assigns, the following assets, rights and interests owned by Seller as of the date hereof:

All and any portion of Seller's right, title or interest in and to the following assets (the "Identified Assets"):

(a) all ownership rights, rights to use and rights to limit use by others whether arising out of contract, statute, regulation or judicial or regulatory interpretation, held by Seller in: (i) software (in all codes and in all media) and related documentation, (ii) registered and unregistered copyrights, trademarks, service marks, brand names, trade names, trade dress, commercial symbols and other indications of origin, registrations and applications for registration for any of the foregoing in any jurisdiction (including any extension, modification or renewal thereof), (iii) patents and applications for patents in any jurisdiction (including any divisions, continuations, continuations in part, renewals or renewal applications of or relating to such patents or patent applications), (iv) all

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proprietary information and trade secrets (as defined under the Illinois Trade Secrets Act and any similar law of any other jurisdiction under which Seller has any rights), and (v) other proprietary rights including, without limitation, the right to limit the use of property or conduct of business by others (the "Intellectual Property");

(b) all of the tangible personal property listed on Schedule 1.1(b) of the netExs Disclosure Schedule (as defined in the Purchase Agreement) (the "Tangible Personal Property");

(c) all of the accounts, notes, accounts receivable and other rights to payment for goods and services (together with any rights which secure the payment thereof) owed by, or otherwise due or to become due and payable to, Seller listed on Schedule 1.1(c) of the netExs disclosure Schedule (the "Accounts");

(d) to the extent assignable, all of the contracts, agreements, purchase orders and statements of work listed on Schedule 1.1(d) of the netExs Disclosure Schedule (the "Contracts"); and

(e) all other assets used by or useful to Seller in the conduct of its business including, without limitation, the assets listed on Schedule 1.1(e) of the netExs Disclosure Schedule.

TO HAVE AND TO HOLD said Identified Assets, rights and interests for Buyer's use forever.

Subject to all of the terms and conditions of the Purchase Agreement, Seller represents and warrants to Buyer that Seller has good and marketable title to, and is in possession of or has control over, all of the Identified Assets, free and clear of all liabilities, liens, security interests, mortgages, pledges, claims, judgments, exceptions, charges and encumbrances and obligations of every kind and nature.

Seller hereby constitutes and appoints Buyer, its successors and assigns, the true and lawful attorney, with full power of substitution, for Seller, and in Seller's name and stead or otherwise, but on behalf and for the benefit of Buyer, its successors and assigns, to demand and receive from time to time any and all Identified Assets, whether tangible or intangible, hereby sold, transferred, assigned and delivered; to give receipts, releases and acceptances for or in respect of the same or any part thereto; to collect, for the account of Buyer, all other items transferred to Buyer as provided herein; from time to time to institute and prosecute in the name of Seller or otherwise any and all proceedings at law, in equity or otherwise, which Buyer, its successors and assigns, may deem proper, to collect, assert and enforce any claim, title or right hereby sold, transferred, assigned, or delivered; and to defend and compromise any and all actions, suits, or proceedings in respect of the Identified Assets hereby transferred, assigned, or delivered that Buyer, its successors or assigns, shall deem necessary and desirable. Seller hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable by it in any manner or for any reason.

Neither the making nor the acceptance of the sale, transfer and assignment provided for herein shall constitute an assumption or acceptance by Buyer of any liabilities and obligations of Seller, **except for the Assumed Liabilities described in Section 1.3 of the Purchase Agreement.**

In addition, neither the making nor the acceptance of the sale, transfer and assignment provided for herein shall constitute a waiver or release by either Buyer or Seller of any liabilities, duties or obligations imposed upon the other by the terms of the Purchase Agreement, including, without limitation, the representations, warranties, covenants, indemnifications and other provisions which the Purchase Agreement specifies shall survive the date hereof.

The provisions of the Purchase Agreement and the definitions set forth therein are hereby incorporated by reference. This instrument is subject to the terms of the Purchase Agreement and nothing contained herein shall be construed to enlarge, limit, alter or amend the terms of the Purchase Agreement.

IN WITNESS WHEREOF, netExs LLC has caused this instrument to be signed by an officer duly authorized to do so and its corporate seal to be affixed hereto as of this 20 day of June, 2002.

NETEXS LLC, a Wisconsin limited liability company

By: Mark Paliafito
Name: Mark Paliafito
Title: President and Manager

[SEAL]

SCHEDULE 3.15(a)
INTELLECTUAL PROPERTY

Trademark Rights:

<u>Right</u>	<u>Status</u>	<u>Jurisdiction</u>	<u>Registration/ Application Number</u>	<u>Dated Issued/Filed</u>
ASP CUBED	Pending	United States	75/863,567	12/03/99
ASP PLUS	Pending	United States	75/863,555	12/03/99
ASP QUADRANT	Registered	United States	2,559,707	12/03/99
ASP XL	Registered	United States	2,562,323	12/03/99
NETEXS	Pending	United States	75/692,852	4/28/99
NETEXS (logo)	Pending	United States	75/692,874	4/28/99
OLAP HUB	Registered	Wisconsin	N/A	2/7/01
RELATIONAL ROUTER	Pending	United States	78/065,183	5/23/01
VELOCITY MORTGAGE	Pending	United States	75/692,834	4/28/99
VELOCITY MORTGAGE GET HOME FASTER	Pending	United States	75/726,908	6/11/99
WEB ENABLING THE WORLD'S DATA	registered	United States	2,446,236	4/24/01

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RECORDED: 04/15/2003

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