

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

#### Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
\_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Name Accrue Software, Inc. Execution Date  
Month Day Year  
06/26/2001

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

#### Receiving Party

Mark if additional names of receiving parties attached

Name JDA Software Group, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 14400 North 87th Street

Address (line 2) \_\_\_\_\_

Address (line 3) Scottsdale Arizona 85260-3649  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

#### FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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FORM PTO-1618B  
Expires 06/30/99  
OMB 0651-0027

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U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

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**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

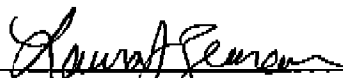
Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Laura J. Zeman, Reg. No. 36,078



11/03/03

Name of Person Signing

Signature

Date Signed

TRADEMARK

REEL: 002741 FRAME: 0248

## EXECUTION COPY

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made and entered into as of the 26th day of June, 2001, by and among JDA Software Group, Inc., a Delaware corporation ("Buyer"), and Accrue Software, Inc., a Delaware corporation ("Parent") and NeoVista Software, Inc., a California corporation ("Sub," Parent and Sub collectively, "Seller").

## RECITALS

A. Seller owns certain rights, title and interests in the "Decision Series," "RDS Assort" and "RDS Profile" software products (as described on Schedule 1.1(a)) but excluding the rights of Seller to use certain third party intellectual property described on Schedule 1.1(a) (collectively, the "Acquired Software") and related intellectual property (including without limitation all of the trademarks related to the Acquired Software).

B. Buyer is willing to purchase, and Seller is willing to sell, all rights, title and interests of Seller pertaining to the Acquired Software and related intellectual property and other related assets, on the terms and subject to the conditions set forth in this Agreement.

C. This is a technology transfer agreement within the definition provided in California Revenue and Taxation Code Section 6011.

NOW, THEREFORE, in consideration of the mutual covenants and subject to the terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale of Assets; Assumption of Liabilities; License; Escrow Arrangement.

1.1 Acquired Assets. On the terms and subject to the conditions contained in this Agreement, Seller hereby conveys, sells, assigns, transfers, and delivers to Buyer, and Buyer hereby purchases from Seller, the Acquired Software and all of the rights (contractual and otherwise), property and assets of Seller existing as of the date hereof that are described below or listed and described on Schedule 1.1 hereto, including the following (all such rights referred to herein as the "Acquired Assets"):

(a) Intangibles. All of Seller's right, title and interest in the Acquired Software, including without limitation (except as expressly excluded below and on Schedule 1.1) (i) all intellectual property owned by Seller primarily related to the Acquired Software, including all patents, patent applications, inventions, know-how, trade secrets, source code, engineering records and other commercially valuable information maintained by Seller as confidential, all documents containing such information, all trade names, trade styles, trademarks, trademark registrations and applications for trademark registrations, and all copyrights, domain names, copyright registrations and applications for copyright registrations used primarily in connection with the Acquired Software, in each case all as set forth on Schedule 1.1(a) attached hereto but excluding the rights of Seller to use certain third party intellectual property and software described on Schedule 1.1(a) (collectively, "Acquired Intellectual Property"); (ii) all rights, title and interest in any claims, causes of action, matters in dispute or judicial or arbitration

JDA SOFTWARE GROUP, INC.  
Acquisition of Certain Assets  
(NeoVista Assets)  
from  
ACCRUE SOFTWARE, INC.

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proceedings that relate to the Acquired Software or the Acquired Intellectual Property; and (iii) all of Seller's customer lists and supply, importation and distribution, brokers and agent lists or portion thereof, in each case relating to the Acquired Software. Schedule 1.1(a) sets forth a listing of the Acquired Intellectual Property as of the date of this Agreement (with a separate detailed component listing, a listing of any intellectual property developed by any third party, which is embedded or integrated in or used in connection with the Acquired Intellectual Property, and a description of that part of the Acquired Intellectual Property known as Decision Series, RDS Assort, and RDS Profile).

(b) Contracts. Each third party product provider contract, agreement or license relating to the Acquired Intellectual Property set forth on Schedule 1.1(b) (the "Assumed Contracts"); *provided, however*, no such contract, agreement, or license for which a third party consent is required to assign such contract, agreement, or license to Buyer shall be included within the definition of Assumed Contract unless the required consent is obtained prior to the Closing.

(c) Books and Records. All books, manuals, papers, and records or portions thereof in Seller's care, custody, or control relating to any or all of the Acquired Intellectual Property, including, without limitation, all records and reports or portions thereof primarily relating to the development, testing or marketing of the Acquired Software, all copies of contracts primarily relating to the development and testing of the Acquired Software, all financial information primarily related to the Acquired Software, and all books and records or portions thereof received by Parent from Sub pursuant to Parent's acquisition of Sub primarily relating to the Acquired Intellectual Property (collectively, the "Records").

(d) Permits and Licenses. Each permit, license, consent, right, exemption, concession, authorization, certificate, order, franchise, determination or approval of any federal, state or municipal government (whether domestic or foreign) or any political subdivision thereof, or any governmental or quasi-governmental, judicial, public or statutory authority, department, commission, board, bureau, agency, instrumentality or entity, required for the ownership or operation of or is otherwise related to the Acquired Intellectual Property (each, a "Governmental Approval"), to the extent that such Governmental Approvals are transferrable by Seller. Schedule 1.1(d) sets forth Seller's good faith listing of all Governmental Approvals, as of the date of this Agreement, including an indication with respect to each Governmental Approval listed as to whether such Governmental Approval is transferable by Seller.

(e) Personal Property. All tangible personal property and leases of and other interests in tangible personal property listed on Schedule 1.1(e).

## 1.2 Liabilities

(a) The Acquired Assets shall be sold and conveyed to Buyer free and clear of all debts, mortgages, liens, deeds of trust, security interests, pledges, restrictions, prior assignments, charges, claims, defects in title and encumbrances of any kind or type whatsoever (collectively, the "Security Interests") except for those obligations of Seller, if any, which Buyer expressly assumes as set forth on Schedule 1.2 attached hereto (the "Permitted Encumbrances").

05/26/2001 17:50 5105804908

ACCURUE SOFTWARE INC

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth in the Preamble hereto.

PARENT:

ACCURUE SOFTWARE, INC.,  
a Delaware corporation

By: JSW  
Name: Jeffrey S. Walker  
Title: President and CEO

SUB:

NEOVISTA SOFTWARE, INC.,  
a California corporation

By: JSW  
Name: Jeffrey S. Walker  
Title: President and CEO

BUYER:

JDA SOFTWARE GROUP, INC.,  
a Delaware corporation

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

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth in the Preamble hereto.

PARENT:

ACCRUE SOFTWARE, INC.,  
a Delaware corporation

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

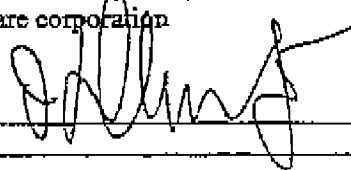
SUB:

NEOVISTA SOFTWARE, INC.,  
a California corporation

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

BUYER:

JDA SOFTWARE, INC.,  
a Delaware corporation

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

*[Signature Page to Asset Purchase Agreement]*

## SCHEDULE 1.1

## ACQUIRED ASSETS

## (a) ACQUIRED SOFTWARE AND ACQUIRED INTELLECTUAL PROPERTY

This Schedule 1.1(a) sets forth the Acquired Software and other related intellectual property assets sold, transferred, conveyed, assigned and delivered by Seller to Buyer, certain assets excluded from each of the Acquired Software and Acquired Intellectual Property, and a description of that part of the Acquired Software known as "Decision Series," "RDS-Assort" and "RDS-Profile."

1. Acquired Software:

The Decision Series software as described on Attachment A hereto, excluding the rights to use third party intellectual property and software, as described below, which is embedded or integrated in or used in connection with the Decision Series software source code and product.

The RDS-Assort software as described on Attachment B hereto, excluding the rights to use third party intellectual property and software, as described below, which is embedded or integrated in or used in connection with the RDS-Assort software source code and product.

The RDS-Profile software as described on Attachment C hereto, excluding the rights to use third party intellectual property and software, as described below, which is embedded or integrated in or used in connection with the RDS-Profile software source code and product.

2. Third party software and intellectual property which is excluded from the Acquired Software and the Acquired Intellectual Property:

The rights of Seller to use the following software, source code and other third party intellectual property which is embedded or integrated in or used in connection with the Decision Series, RDS-Assort and RDS-Profile software, as described below, is excluded from the Acquired Software and the Acquired Intellectual Property:

Source code files of DecisionCluster, a mining engine of the Decision Series software, are loosely based on the Dignet algorithm originally developed by IntellNet, Inc. (the "Intellnet IP"), which Seller has rights to use pursuant to the License and Development Agreement between Sub and Intellnet, Inc. dated July 12, 1996 (the "Intellnet License"), a copy of which has been provided to Buyer. Seller's rights under the Intellnet License will be assigned to Buyer pursuant to the Agreement. The source code files incorporating the Intellnet IP are designated by the letters "dcl" in the source code file names of the Decision Series software.

Source code files of DecisionNet, a mining engine of the Decision Series software, are based on the CirrusNet algorithm originally developed by Cirrus Recognition Systems,



Inc. and contains some of the original source code obtained from Cirrus Recognition Systems, Inc. (the "Cirrus IP"), which Seller has rights to use pursuant to a Software License and Distribution Agreement between Sub and Cirrus Recognition Systems, Inc. dated June 4, 1996 (the "Cirrus Agreement"), a copy of which has been provided to Buyer. Seller's rights under the Cirrus Agreement will be assigned to Buyer pursuant to the Agreement. The source code files incorporating the Cirrus IP are designated by the letters "dnn" in the source code file names of the Decision Series software.

Source code files of DecisionCubist, a mining engine of the Decision Series software, are based on the Cubist algorithm originally developed by Rulequest Research Pty. Ltd. ("Rulequest") and contains some of the original source code obtained from Rulequest (the "Cubist IP"), which Seller has rights to use pursuant to the Cubist Software License Agreement between Sub and Rulequest Research Pty Ltd. dated March 26, 1998 (the "Cubist License"), a copy of which has been provided to Buyer. Seller's rights under the Cubist License will not be assigned to Buyer. The source code files incorporating the Cubist IP are designated by the letters "dcnb" in the source code file names of the Decision Series software.

Source code files of DecisionTree, a mining engine of the Decision Series software, are based on the C5.0 algorithm originally developed by Rulequest and contain some of the original source code obtained from Rulequest (the "C5.0 IP"), which Seller has rights to use pursuant to the C5.0 Software Licensing Agreement between Sub and Rulequest Research Pty Ltd. dated April 11, 1997 (the "C5.0 License"), a copy of which has been provided to Buyer. Seller's rights under the C5.0 License will not be assigned to Buyer. The source code files incorporating the C5.0 IP are designated by the letters "dtr" in the source code file names of the Decision Series software.

Source code files of DecisionAccess, a component of the Decision Series software used to connect databases, contain Rogue Wave software (the "Rogue Wave Software"), which Seller has rights to use pursuant to the Single User License Agreement between Sub and Rogue Wave Software, Inc. dated May 9, 1997 (the "Rogue Wave License"), a copy of which has been provided to Buyer. Seller's rights under the Rogue Wave License will not be assigned to Buyer. The source code files incorporating the Rogue Wave Software are designated by the letters "db" in the source code file names of the Decision Series software.

The RDS-Profile software uses MapInfo, a third party software product, to provide geographical maps and visualization. Seller has rights to use MapInfo pursuant to a license agreement between Sub and MAPX (the "MAPX License"), a copy of which has been provided to Buyer. Seller's rights to the MAPX License will not be assigned to Buyer.

The RDS-Profile software uses OlectraChart, a third party software product, to provide charting and graphing. Seller has rights to use OlectraChart pursuant to a license agreement between Sub and APEX (the "APEX License"), a copy of which has been provided to Buyer. Seller's rights to the APEX License will not be assigned to Buyer.

The RDS-Assort software uses Graph/FX, a third party software product, to provide geographical maps and visualization. Seller has rights to use Graph/FX pursuant to a license agreement with Object/FX (the "Object/FX License"), a copy of which has been provided to Buyer. Seller's rights to the Object/FX License will not be assigned to Buyer.

The RDS-Assort software uses a third party software product, to provide reverse zip code lookup. Seller has rights to use ZIPFind 2.0 pursuant to a license agreement (the "ZIPFind License"), a copy of which has been provided to Buyer. Seller's rights to the ZIPFind License will not be assigned to Buyer.

The following other commercially available third party software is used in connection with the Decision Series and RDS-Profile software: LEDA-R-3.3.1, Sybase Developer, IBM AIX, IBM Developer/DB2, Merant ODBC, HP software unlimited, Informix Developer, OSF Development Environment (ODE), Tcl/tk and Adobe Framemaker (such other third party software, collectively, the "Other Software").

### 3. Acquired Intellectual Property

#### Patents:

None.

#### Patent Applications:

None.

#### Inventions, Know How, Trade Secrets:

Seller's brochures, "white papers", two copies of Seller's customer lists, business plans and other documentation and records maintained with respect to inventions, know how and trade secrets concerning the Decision Series, RDS-Assort and RDS-Profile software products, wherever located.

#### Source Code:

The source code described on Attachments A, B and C excluding the Intellnet IP, Cirrus IP, Cubist IP, C5.0 IP, Rogue Wave Software and source code, MapInfo software, Graph/FX software, OlectraChart software, ZIPFind software and the Other Software.

#### Engineering Records and other Commercially Valuable Information Maintained by Seller as Confidential:

Seller's engineering records maintained with respect to the Decision Series, RDS-Assort and RDS-Profile software products wherever located.

Registered Trademarks and Trademark Registrations Pending:

The registered trademark properties of Seller set forth on Attachment D hereto.

Unregistered Trademarks:

DecisionNet  
DecisionCubist  
DecisionTree  
DecisionBayes  
DecisionCluster  
DecisionKmeans  
DecisionAR  
DecisionAccess  
DecisionAccess Scripting Language  
DecisionGUI  
DecisionAssistant  
DSFile  
DecisionMonitor

RDS-Assort  
NeoVista Assort

RDS-Profile  
NeoVista Profile  
ProfileCheck  
ProfCheck  
ProfileMatch  
ProfMatch  
ProfileGeneration  
ProfGen  
ProfileShift  
ProfShift

Copyrights:

The copyrights to all source code listed on Attachments A, B and C excluding the Intelnet IP, Cirrus IP, Cubist IP, C5.0 IP, Rogue Wave Software, MapInfo software, Graph/FX software, OlectraChart software, ZIPFind software and the Other Software.

Copyright Applications:

None.

# ATTACHMENT D

| Country            | Mark                   | Goods/Services                                                                                                               | Status     | Application Number | Application Date | Registration Number | Registration Date |
|--------------------|------------------------|------------------------------------------------------------------------------------------------------------------------------|------------|--------------------|------------------|---------------------|-------------------|
| United States      | NEOVISTA               | Computer software, namely, decision support and data mining software in Class 9.                                             | Registered | 75/059,808         | 4/24/1996        | 2,111,306           | 3/10/1998         |
|                    | 0047 00286             |                                                                                                                              |            |                    |                  |                     |                   |
| United States      | NV NEOVISTA (Stylized) | Computer software, namely, decision support and data mining software in Class 9.                                             | Registered | 75/100,157         | 5/7/1996         | 2,211,444           | 12/15/1998        |
|                    | 0046 00286             |                                                                                                                              |            |                    |                  |                     |                   |
| United States      | DECISION SERIES        | Computer hardware; computer software for relational database management and instructional manuals sold hereunder in Class 9. | Registered | 75/122,276         | 6/18/1994        | 2,059,607           | 6/10/1997         |
|                    | 0043 00286             |                                                                                                                              |            |                    |                  |                     |                   |
| European Community | DECISION SERIES        | Pending                                                                                                                      | Pending    | 1,875,384          | 9/27/2000        |                     |                   |
|                    | 0043 00337             |                                                                                                                              |            |                    |                  |                     |                   |
| Singapore          | DECISION SERIES        | Pending                                                                                                                      | Pending    | T000/70312A        | 9/27/2000        |                     |                   |
|                    | 0043 00266             |                                                                                                                              |            |                    |                  |                     |                   |
| Canada             | DECISION SERIES        | Pending                                                                                                                      | Pending    | 1,076,485          | 9/27/2000        |                     |                   |
|                    | 0043 00131             |                                                                                                                              |            |                    |                  |                     |                   |
| Australia          | DECISION SERIES        | Pending                                                                                                                      | Pending    | 851,762            | 9/27/2000        |                     |                   |
|                    | 0043 00110             |                                                                                                                              |            |                    |                  |                     |                   |
| Japan              | DECISION SERIES        | Electronic machines, instruments and their parts; findings in Class 9                                                        | Pending    | 2000-107369        | 10/2/2000        |                     |                   |
|                    | 0043 00105             |                                                                                                                              |            |                    |                  |                     |                   |

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RECORDED: 11/03/2003