

08-29-2003

U.S. DEPARTMENT OF COMMERCE
RECORDATION FORM COVER SHEET Patent or
TRADEMARKS ONLY



102538764

Document or copy thereof.

To the Honorable Commissioner of Patents and Trademarks
1. Name of Party(ies) conveying an interest: _____
2. Name and Address of Party(ies) receiving an interest: _____

Freightmatrix.com, Inc.
11701 Luna Road
Dallas, TX 75234

i2 Technologies US, Inc.
11701 Luna Road
Dallas, TX 75234

<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Association	<input type="checkbox"/> Individual	<input type="checkbox"/> Association
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership
<input checked="" type="checkbox"/> Corporation - Delaware		<input checked="" type="checkbox"/> Corporation - Nevada	
<input type="checkbox"/> Other		<input type="checkbox"/> Other	
		<input type="checkbox"/> Citizenship	

3. Interest Conveyed:

<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> Change of Name	If not domiciled in the United States, a domestic representative designation is attached:
<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Merger	
<input type="checkbox"/> Other		

Yes No

Effective Date: _____

4. Application number(s) or registration number(s). Additional sheet attached? Yes No

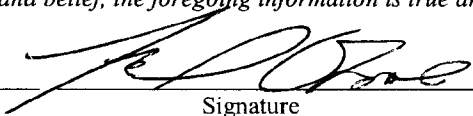
A. Trademark Application No.(s)	B. Trademark Registration No.(s) <u>2,753,662</u>
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5. Name and address of party to whom correspondence concerning document should be mailed: Name: Michael C. O'Toole, Esq. i2 Technologies US, Inc. Street Address: 11701 Luna Road City: Dallas State: Texas Zip: 75234	6. Number of applications and registrations involved: 1
	7. Amount of fee enclosed or authorized to be charged: \$40.00
	8. Deposit account number 500777 (Attach duplicate copy of this form if paying by deposit account): The Commissioner is authorized to pay any fees necessary for the assignment of this registration.

DO NOT USE THIS SPACE

08/28/2003 DRYRNE 00000113 500777 2753662
01 FC:8021 40.00 DA

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.

Michael C. O'Toole  8/26/03
Name of Person Signing Signature Date

Total number of pages including cover sheet _____

OMB No. 0651-0011 (exp.4/94)
Do not detach this portion

Mail documents to be recorded with required cover sheet information:
Commissioner of Patent and Trademarks
Box Assignments
Washington, D.C. 20231
Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

TRADEMARK ASSIGNMENT

WHEREAS, FREIGHTMATRIX.COM, INC. (hereafter "Assignor"), a Delaware corporation, having an address of 11701 Luna Road, Dallas, Texas 75234, is the owner of all right, title and interest in and to the trademark registration set forth on Exhibit A attached hereto, and the mark therefore, and the goodwill of the business associated therewith and symbolized by such trademark registration (hereafter the "Trademark Property"); and

WHEREAS, i2 TECHNOLOGIES US, INC. (hereafter "Assignee"), a Nevada corporation, having an address of 11701 Luna Road, Dallas, Texas 75234, did acquire all right, title and interest in and to the Trademark Property in the United States of America as the result of an assignment of the Trademark Property on August 26, 2003.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, assign, transfer and set over to Assignee, all right, title and interest in and to the Trademark Property in the United States of America, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Trademark Property may be registered or renewed as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee.

Assignor also assigns unto Assignee all claims for damages by reason of infringement in the United States of America prior to the assignment date of the Trademark Property, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor also will communicate to Assignee any facts known to it respecting any improvements; and, at the expense of Assignee, will testify in any legal proceedings, sign all lawful papers, make lawful declarations, and generally do everything possible to vest such right, title, and interest in Assignee and to aid Assignee to obtain and enforce proper protection for said Trademark Property.

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed on the date and in the capacity shown below.

FREIGHTMATRIX.COM, INC.

i2 TECHNOLOGIES US, INC.

By: 
Robert C. Donohoo

By: 
Robert C. Donohoo

Its: General Counsel

Its: Senior Vice President

Date: 8-26-03

Date: 8-26-03

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this 26th day of August, 2003, personally appeared before me, ROBERT C. DONOHOO, to me known and known to me to be the General Counsel of FREIGHTMATRIX.COM, INC., the Assignor above named, and acknowledged that he executed the foregoing assignment on behalf of said Assignor and pursuant to authority duly received.



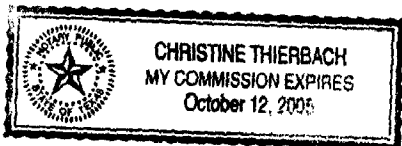
Christine Thierbach

Christine Thierbach
Notary Public in and for the State of Texas

My Commission Expires: October 12, 2005

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this 26th day of August, 2003, personally appeared before me, ROBERT C. DONOHOO, to me known and known to me to be the Senior Vice President of i2 TECHNOLOGIES US, INC., the Assignee above named, and acknowledged that he executed the foregoing assignment on behalf of said Assignee and pursuant to authority duly received.



Christine Thierbach

Christine Thierbach
Notary Public in and for the State of Texas

My Commission Expires: October 12, 2005

EXHIBIT A

U. S. Trademark Registration

Reg. No.	Reg. Date	Mark
2,753,662	August 19, 2003	FMX FREIGHTMATRIX