

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Asset Purchase Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pilot Software, Inc.		05/30/2002	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Pilot Software Acquisition Corp.
Street Address:	444 Castro Street, Suite 501
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94041
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	73568972	PILOT EIS

CORRESPONDENCE DATA	
Fax Number:	(650)857-0663
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(650) 843-5000
Email:	trademarks@cooley.com
Correspondent Name:	Gretchen R. Stroud, Esq./Cooley Godward
Address Line 1:	Five Palo Alto Square, 4th Floor
Address Line 2:	3000 El Camino Real
Address Line 4:	Palo Alto, CALIFORNIA 94306-2155

NAME OF SUBMITTER:	Gretchen R. Stroud, Esq.
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<p>Total Attachments: 10</p> <p>source=pilotassign_01#page1.tif source=pilotassign_02#page1.tif source=pilotassign_03#page1.tif source=pilotassign_04#page1.tif source=pilotassign_05#page1.tif source=pilotassign_06#page1.tif</p>

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EXECUTION COPY

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT dated as of May 30, 2002 is made and entered into by and among Pilot Software Acquisition Corp. a Delaware corporation, ("Newco I"), and Pilot Software Services Corp., a Delaware corporation, ("Newco II", and together with Newco I, sometimes collectively referred to herein as the "Purchaser"), and Accrue Software, Inc., a Delaware corporation ("Accrue"), Pilot Software, Inc., a Delaware corporation ("Pilot"), Marketwave Corporation, a Washington corporation ("Marketwave"), Accrue GmbH, a company organized under the laws of Germany ("Accrue Germany"), Pilot Software Ltd, a company organized under the laws of England and Wales ("Pilot U.K.") and Thorn EMI Computer Software Ltd, a company organized under the laws of England and Wales ("Thorn EMI"). Accrue, Pilot, Marketwave, Accrue Germany, Pilot U.K. and Thorn EMI are sometimes collectively referred to herein as "Seller" and individually as "a Seller" or "each Seller". Capitalized terms not otherwise defined herein have the meanings set forth in Section 12.01.

WHEREAS, a portion of Seller's business includes the business of providing corporate data analysis software known as Accrue Pilot Suite, as described in Section 5 of Section 1.01(a)(iv) of the Disclosure Schedule ("Pilot Software Products") and analytic business software products focusing on Internet customer behavior through its software known as Accrue Hitlist, as described in Section 5 of Section 1.01(a)(iv) of the Disclosure Schedule ("Hitlist Software Products") (the Pilot Software Products and the Hitlist Software Products are collectively referred to as the "Products"); and

WHEREAS, Seller desires to sell, transfer and assign to Purchaser, and Purchaser desires to purchase, acquire and assume from Seller, certain of the assets and liabilities of Seller relating to the Products all on the terms set forth herein (the "Transaction");

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I SALE OF ASSETS AND CLOSING

1.01 Assets. (a) Assets Transferred. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, the Seller agrees to sell, assign, transfer, convey and deliver to Newco I (except as provided below), and Newco I (except as provided below), agrees to purchase from the Seller free and clear of all Liens all of the following assets, except to the extent that such assets constitute Excluded Assets (collectively, the "Assets");

(i) Real Property Lease. The lease of real property described in Section 1.01(a)(i) of the Disclosure Schedule as to which Seller is the lessee, together with any options to purchase the underlying property and leasehold improvements thereon, and all other rights, subleases, licenses, permits, deposits and profits appurtenant to or related to such lease (the "Real Property Lease"), a copy of

which is attached hereto as Exhibit A (provided that the Real Property Lease shall be assigned to Newco II);

(ii) Tangible Personal Property. All tangible personal property owned by the Seller and listed in Section 1.01(a)(ii) of the Disclosure Schedule (the "Tangible Personal Property");

(iii) Product Contracts. (A) All distribution, sales representative, reseller or similar Contracts relating to the Products to which Seller is a party and which are described in Section 1.01(a)(iii)(A) of the Disclosure Schedule (the "Distribution Agreements"), and (B) all software license, support and maintenance or similar Contracts relating to the Products to which Seller is a party and which are described in Section 1.01(a)(iii)(B) of the Disclosure Schedule (the "Software License and Support Agreements"), and (C) the consulting or other similar Contracts relating to the Products to which Seller is a party and which are described in Section 1.01(a)(iii)(C) of the Disclosure Schedule (the "Consulting Agreements", and together with the Software License and Support Agreements and Distribution Agreements, the "Product Contracts"); provided, however, that the Software License and Support Agreements shall be assigned to Newco II; provided, further, that no Product Contract for which a third party consent is required to assign such Product Contract to Purchaser shall be assigned at Closing unless the required consent is obtained prior to the Closing;

(iv) Intangible Personal Property. All right, title and interest of Seller in and to the Intellectual Property Rights primarily relating to the Products including, without limitation, the Intellectual Property Rights listed in Section 1.01(a)(iv) of the Disclosure Schedule (the "Intangible Personal Property"), and all rights, privileges, claims, causes of action, goodwill and options of Seller primarily relating to the Products. For purposes hereof, "Intellectual Property Rights" includes, without limitation, all U.S. and foreign patents, patent applications, patent rights, trademarks, trademark applications, trade names (including Seller's goodwill therein), service marks (including Seller's goodwill therein), service mark applications, copyrights (including Seller's goodwill therein), copyright applications, franchises, licenses, databases, domain names, pages on the World Wide Web, computer programs and other computer software, including the software program, server codes, documentation, manuals, modules, artwork, database codes and Hyper Text Markup Language ("HTML") codes developed or used by, or on behalf of, Seller (or any of its Affiliates or subsidiaries), trade secrets, customer lists, proprietary technology, processes and formulae, source code, object code, algorithms, architecture, structure, display screens, layouts, development tools, instructions, templates, marketing materials, inventions, trade dress, logos and designs, and all documentation and all media constituting, describing or relating to the foregoing including, without limitation, recommended product features, all uniform resource locators associated with each of the Products and the business of selling the Products including, without

Closing Date) shall be payable to Purchaser and shall not be an Excluded Asset; provided further, that, all Software License and Support Agreements being assumed by Purchaser that have maintenance revenue payable to Seller after the Closing Date are set forth on Schedule 1.01(b)(ii) of the Disclosure Schedule;

(iii) Certain Distribution Rights. The rights in the Distribution Agreements to distribute Accrue G2 and/or Insight; provided that, Seller covenants and agrees that Seller's distribution of Accrue G2 and/or Insight under such Distribution Agreements will not interfere with Purchaser's sale or distribution of Products or Purchaser's relationship with the third parties under the Distribution Agreements and the distribution of Bundled Products (as defined in the License Agreement) shall only be conducted in accordance with the terms and provisions of the License Agreement;

(iv) Execplan Litigation. All of Seller's rights arising under or with respect to the Execplan litigation referenced in Section 2.08 of the Disclosure Schedule;

(v) Excluded Intellectual Property. All of Seller's Intellectual Property Rights listed in Section 1.01(b)(v) of the Disclosure Schedule (the "Excluded Intellectual Property"); and

(vi) Certain Agreements. All Software License and Support Agreements to which Accrue SARL, Accrue's French subsidiary, and Pilot Software PTE. Ltd., Accrue's Singapore subsidiary, are a party (the "Excluded Software License and Support Agreements").

1.02 Liabilities.

(a) Assumed Liabilities. In connection with the sale, transfer, conveyance, assignment and delivery of the Assets pursuant to this Agreement, on the terms and subject to the conditions set forth in this Agreement, effective at the time of Closing, (i) Newco II will assume and agree to pay, perform and discharge when due all of Seller's obligations arising under or with respect to the Real Property Lease, the Software License and Support Agreements and the Personal Property Leases (the "Newco II Assumed Liabilities") and (ii) Newco I will assume and agree to pay, perform and discharge when due all of Seller's obligations arising under or with respect to Assets other than the Real Property Lease and the Software License and Support Agreements (including, without limitation, obligations arising under or with respect to the Consulting Agreements, Distribution Agreements (but only with respect to the Products), the Intangible Personal Property, the Assigned Government Licenses and the Personal Property Leases) (the "Newco I Liabilities"; and together with the Newco II Assumed Liabilities, the "Assumed Liabilities").

(b) Retained Liabilities. Except for the Assumed Liabilities and as otherwise expressly provided in this Agreement (including, without limitation, in Section 1.06(b) and Section 9.02, except with respect to any Liabilities relating to or arising out of any Benefit Plan which will not be assumed by Purchaser), Purchaser shall not assume by virtue of this

14.12 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

14.13 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to a contract executed and performed in such State, without giving effect to the conflicts of laws principles thereof.

14.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page Follows]

05/29/2002 20:29 6173741110

ACCRUE SOFTWARE

PAGE 02

IN WITNESS WHEREOF, this Asset Purchase Agreement has been duly executed and delivered by the duly authorized officer of each party as of the date first above written.

“SELLER”

ACCRUE SOFTWARE, INC.

By: J.D.B.
Name: Jonathan D. Becker
Title: President & CEO

PILOT SOFTWARE, INC.

By: J.D.B.
Name: Jonathan D. Becker
Title: President & CEO

MARKETWAVE CORPORATION

By: J.D.B.
Name: Jonathan D. Becker
Title: President & CEO

ACCRUE GMHH

By: J.D.B.
Name: President & CEO
Title: Jonathan D. Becker

PILOT SOFTWARE LTD

By: _____
Name:
Title:

THORN EMI COMPUTER SOFTWARE LTD

By: _____
Name:
Title:

TRADEMARK

REEL: 002867 FRAME: 0780

05/29/2002 10:59 16105804504

ACCRUE SOFTWARE INC

PAGE 08

1

IN WITNESS WHEREOF, this Asset Purchase Agreement has been duly executed and delivered by the duly authorized officer of each party as of the date first above written.

"SELLER"

ACCRUE SOFTWARE, INC.

By: _____
Name:
Title:

PILOT SOFTWARE, INC.

By: _____
Name:
Title:

MARKETWAVE CORPORATION

By: _____
Name:
Title:

ACCRUE GMBH

By: _____
Name:
Title:

PILOT SOFTWARE LTD

By: Gregory S Carson
Name:
Title:

THORN EMI COMPUTER SOFTWARE LTD

By: Gregory S Carson
Name:
Title:

TRADEMARK

REEL: 002867 FRAME: 0781

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each party as of the date first above written.

"PURCHASER"

PILOT SOFTWARE ACQUISITION CORP.

By: David I. Fann
Name: DAVID I. FANN
Title: CHAIRMAN

PILOT SOFTWARE SERVICES CORP.

By: David I. Fann
Name: DAVID I. FANN
Title: CHAIRMAN

DISCLOSURE SCHEDULE TO ASSET PURCHASE AGREEMENT

This Disclosure Schedule is being furnished by Accrue Software, Inc., a Delaware corporation ("Accrue"), Pilot Software, Inc., a Delaware corporation ("Pilot"), Marketwave Corporation, a Washington corporation ("Marketwave"), Accrue GmbH, a company organized under the laws of Germany ("Accrue Germany"), Pilot Software Ltd, a company organized under the laws of England and Wales ("Pilot U.K."), and Thorn EMI Computer Software Ltd, a company organized under the laws of England and Wales ("Thorn EMI", Accrue, Pilot, Marketwave, Accrue Germany, Pilot U.K., and Thorn EMI sometimes collectively referred to herein as "Seller" and individually as "a Seller" or "each Seller") to Pilot Software Acquisition Corp. a Delaware corporation, ("Newco I"), and Pilot Software Services Corp., a Delaware corporation, ("Newco II", and together with Newco I, sometimes collectively referred to herein as the "Purchaser") in connection with that certain Asset Purchase Agreement dated May 30, 2002 by and among Purchaser and Seller (the "Asset Purchase Agreement").

This Disclosure Schedule contains certain information called for by the Asset Purchase Agreement and exceptions to representations and warranties made by Seller in the Asset Purchase Agreement. The disclosures and exceptions in this Disclosure Schedule shall only qualify (i) those representations, warranties and covenants in the sections of the Asset Purchase Agreement that correspond to the section headings listed below, and (ii) representations, warranties and covenants in sections of the Asset Purchase Agreement that do not correspond to the section headings listed below but with respect to which the applicability of any such disclosure or exception is readily apparent from such disclosure on this Disclosure Schedule including the Attachments hereto (other than Attachment C) as disclosed herein and therein (without the requirement to investigate the underlying disclosed document). Any terms not defined herein shall have the meaning given to them in the Asset Purchase Agreement.

Section 1.01(a)(i) – Real Property Lease

Office Lease Agreement dated March 14, 2002 between EOP-ONE Canal Park, L.L.C., a Delaware limited liability company, and Accrue.

Section 1.01(a)(ii) – Tangible Personal Property

See Attachment A hereto.

Section 1.01(a)(iii) – Product Contracts

(A) See Attachment B hereto for a list of Distribution Agreements.

(B) See Attachment C hereto for a list of customers of the Seller with whom the Seller has entered into Software License and Support Agreements. All such Software License and Support Agreements except those in which Accrue SARL France or Pilot Software Pte Ltd are a party are included in the "Assets".

(C) See Attachment D hereto for a list of Consulting Agreements

Section 1.01(a)(iv) – Intangible Personal Property

1. Software:

The Intellectual Property Rights related to the Pilot Software Product described on Attachment E hereto excluding the rights to use third party Intellectual Property, as described under heading 2 below, which is embedded or integrated in or used in connection with the Pilot Software Product.

The Intellectual Property Rights related to the Hitlist Software Product as described on Attachment F hereto excluding the rights to use third party Intellectual Property, as described under heading 2 below, which is embedded or integrated in or used in connection with the Hitlist Software Product.

2. Third party Intellectual Property which is excluded from the Intangible Personal Property:

The rights of Seller to use the following providers' software, source code and other third party Intellectual Property which is embedded or integrated in or used in connection with the Products pursuant to the license agreements with the parties indicated below are excluded from the Intangible Personal Property (the "Excluded Software"):

Mayo Foundation*
Data Techniques, Inc.*
Tenon Software Services, Inc.*
Oracle Corporation*
MapInfo Corporation
Software FX, Inc.*
Rogue Wave Software, Inc.

* Requires consent of licensor to assign to Purchaser.

Additionally, all standard commercially available desktop and source-code management software used in connection with the Products (not to include Lotus Notes and the Microsoft products listed under item 6 below) are Excluded Software.

3. Registered Trademarks and Trademark Registrations Pending:

The registered and unregistered trademark properties of Seller set forth on Attachment G hereto.

4. Registered Domain Names:

Any domain names registered to seller that include the words "Pilot" or Hitlist" as well as www.marketwave.com.

ATTACHMENT G

TRADEMARKS

<u>Mark:</u>	<u>Country Name:</u>	<u>Registration Number</u>	<u>Status:</u>
HITLIST	European Community		Pending
HITLIST	Canada		Pending
HITLIST	Singapore		Pending
HITLIST	Japan		Pending
HITLIST	Australia		Not in Use
HITLIST	Argentina		Pending
HITLIST	United States	R2253258	Registered
HITLIST	Brazil		Pending
HITLIST	Brazil		Pending
MARKETWAVE	United States	R2260738	Registered
INSIDE	United States	R2543705	Registered
NETWORK			
MARKETING			
Pilot	United States	R1902135	Abandoned
Pilot	United States	R2126755	Registered
Pilot (symbol)	United States	R1898013	Abandoned
Pilot	Canada		Renewal Overdue
Pilot	Australia		Not in Use
Pilot	International Registry		Current
Pilot	UK		Current
Pilot (and design)	International Registry		Not in Use
Pilot (and design)	Canada		Not in Use
Pilot EIS	United States	R1536113	Not in Use
Lightship	United States	R1885848	Canceled
Lightship	Canada		Not in Use
Lightship	Australia		Not in Use
Lightship	UK		Not in Use
Lightship	International Registry		Not in Use
Lightship Lens	United States	R1852247	Canceled
THE PILOT	United States	R1554432	Canceled
ADVANTAGE			
Command Center	United States	R1398394	Not in Use
Timeserver	United States	R1833703	Canceled
FCS	UK		Not in Use
FCS Pilot	UK		Not in Use
Datalink	United States		Unregistered
DNS X-PRESS	United States		Unregistered
Quicklist	United States		Unregistered