

12/29/03

12-29-2003
102633325

Resulm

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

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): 6.24.03
Primavera Systems, Inc.
 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: Primavera Technologies, Inc.
Internal
Address: Suite 900
Street Address: 300 Delaware Avenue
City: Wilmington State: DE Zip: 19801
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: June 3, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/702,573 and
76/188,886
Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,269,328 ;
2,265,216; 2,371,553; 2,365,202

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: James R. Meyer, Esquire
Internal Address: Schnader Harrison Segal
& Lewis LLP
Suite 3600
Street Address: 1600 Market Street
City: Philadelphia State: PA Zip: 19103-7213

6. Total number of applications and registrations involved: 6
7. Total fee (37 CFR 3.41).....\$ 165.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
James R Meyer JAMES R. MEYER 12/23/03
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

06/25/2003 LHWELLER 00000003 75702573
01 FC:0521 40.00 DP
02 FC:0522 125.00 DP

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

TRADEMARK
REEL: 002886 FRAME: 0770

ASSIGNMENT OF TRADEMARKS - US

This **ASSIGNMENT OF TRADEMARKS** ("Assignment"), dated as of the 3rd day of June, 2003, is entered into by **Primavera Systems, Inc.**, a Pennsylvania corporation having offices at 3 Bala Plaza West, Suite 700, Bala Cynwyd, PA 19004 as assignor ("Assignor"), and **Primavera Technologies, Inc.**, a Delaware corporation having offices at 300 Delaware Avenue, Suite 900, Wilmington, DE 19801, as assignee ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Technology License Agreement and a Trademark License Agreement dated October 28, 1998 (the "License Agreements"), which, along with the promises contained herein, constitute mutual consideration for the promises herein;

WHEREAS, Assignor was the owner of the trademarks shown in the attached Schedule A (the "Marks");

WHEREAS, Assignor has assigned to Assignee in the License Agreements the entire right, title and interest in and to the Marks, including all of the goodwill of the business in connection with which the Marks are used and symbolized by the Mark.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor confirms that it assigned, transferred and set over unto Assignee, its successors, and assigns the entire right, title and interest in and to the Marks, the goodwill of the business in connection with which the Marks are used and symbolized by the Marks, and the right to recover for past infringements of the Marks, to have and to hold the same as fully and completely as the same might have been held by the Assignor had this assignment not been made.

Assignor agrees, at Assignee's expense and request, to take all lawful acts which Assignee may deem advisable or necessary in order to render this assignment fully effective and to register and enforce the rights conveyed hereby, including without limitation, execution of lawful documents, and cooperation in production of evidence and giving of testimony in connection with proceedings to enforce the rights conveyed hereby.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on its behalf by its officer(s) thereunto duly authorized, as of the date first above written.

PRIMAVERA SYSTEMS, INC.

By: 

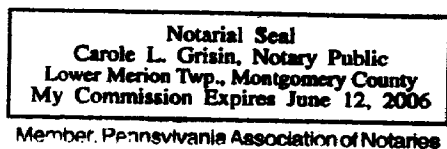
Name: Joel Koppelman
Title: Chief Executive Officer

STATE OF PENNSYLVANIA)
)
COUNTY OF MONTGOMERY)

On JUNE 5, 2003, before me, CAROLE L. GRISIN, Notary Public, personally appeared JOEL KOPPELMAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Carole L. Grisin
Notary Public



SCHEDULE A TO ASSIGNMENT OF TRADEMARKS

Trademark	Country	Reg/App No	Date of Reg/App	Notes
DESIGN (Evolve Logo)	US	2,269,328	August 10, 1999	
EVOLVE	US	2,265,216	July 27, 1999	
SERVICES.COM	US	SN 75/702,573	May 11, 1999	N/ALL 11/14/00 - 4 th Ext Granted
SERVICESTITE	US	SN 76/188,886	December 28, 2000	N/ALL 3/5/2002 - 1 st Ext Granted
SERVICESPHERE	US	2,371,553	July 25, 2000	
SERVICESPHERE & Design	US	2,365,202	July 4, 2000	