

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/29/2000

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rockport Trade Systems, Inc.		02/29/2000	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	QRS Corporation
Street Address:	11720 Amberpark Drive
Internal Address:	Suite 100
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30004
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2349739	ROCKPORT TRADE SYSTEMS
Registration Number:	2349737	ROCKBLOCKS
Registration Number:	2349738	ROCKTOOLS

CORRESPONDENCE DATA

Fax Number: (404)365-9532
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-233-7000
 Email: trademark@mmmlaw.com
 Correspondent Name: Jack D Todd
 Address Line 1: 3343 Peachtree Road NE
 Address Line 2: 1600 Atlanta Financial Center
 Address Line 4: Atlanta, GEORGIA 30326

OP \$90.00 2349739

NAME OF SUBMITTER:	Jack D. Todd
Signature:	/jack d todd/
Date:	07/20/2005
Total Attachments: 4 source=QRSRockport_Page_1#page1.tif source=QRSRockport_Page_2#page1.tif source=QRSRockport_Page_3#page1.tif source=QRSRockport_Page_4#page1.tif	

AGREEMENT AND PLAN OF REORGANIZATION

among

QRS CORPORATION

and

ROCKPORT TRADE SYSTEMS, INC.

Dated as of February 29, 2000

AGREEMENT AND PLAN OF REORGANIZATION, dated as of February 29, 2000 (as amended, supplemented or otherwise modified from time to time, this "Agreement"). between QRS CORPORATION, a Delaware corporation ("Acquiror"), and ROCKPORT TRADE SYSTEMS, INC., a Massachusetts corporation (the "Company").

WITNESSETH:

WHEREAS, the boards of directors of Acquiror and the Company have each determined that it is fair to and in the best interests of their respective shareholders to combine the respective businesses of Acquiror and the Company by means of the Company's transfer of its business and substantially all of its assets to Acquiror solely in exchange for shares of Acquiror's Common Stock (QRS Common Stock, as defined below) and the assumption by Acquiror of certain liabilities of the Company in a transaction intended to qualify as a "reorganization" within the meaning of Section 368(a)(1)(C) of the Code (as defined below), it being contemplated by Acquiror and the Company that the Company will thereafter, as an integral part of the transaction, distribute the shares of Acquiror Common Stock to the Company's shareholders in exchange for the surrender by such shareholders for cancellation of certificates representing all of the Company's Capital Stock (as defined below) in complete liquidation of the Company and dissolve (the "Reorganization") upon the terms and subject to the conditions set forth herein and in accordance with the Massachusetts Business Corporations Law (the "BCL");

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.01 Certain Defined Terms. Unless the context otherwise requires, the following terms, when used in this Agreement, shall have the respective meanings specified below (such meanings to be equally applicable to the singular and plural number of the terms so defined, unless the context otherwise requires):

"Accounts Receivable" shall have the meaning set forth in Section 4.09(a).

"Acquiror" shall have the meaning specified in the recitals to this Agreement.

"Acquiror Balance Sheet" shall have the meaning specified in Section 5.06.

"Acquiror Common Stock" shall mean the voting common stock of QRS Corporation, no par value per share.

"Acquiror Financial Statements" shall have the meaning specified in Section 5.05.

ARTICLE II THE REORGANIZATION

Section 2.01 Assets To Be Transferred. At the Closing, the Company will convey, transfer, assign and deliver to Acquiror and Acquiror will accept and acquire all the business, property and assets of every kind and wherever situated which are owned by the Company, or in which it has any right or interest (including without limitation the right to use the name "Rockport Trade Systems, Inc." and any derivation or modification thereof), as of the Closing, except those provided in Section 2.02.

Section 2.02 Assets To Be Retained. The Company shall retain:

(a) The consideration which Acquiror agrees to pay the Company hereunder and the Company's other rights hereunder;

(b) The Company's franchise to be a corporation, its certificate of incorporation, corporate seal, stock books, minute books and other corporate records having exclusively to do with the corporate organization and capitalization of Company; provided that Acquiror or its designated agents may have reasonable access to such books and records and may make excerpts therefrom;

(c) Any of the Company's rights or obligations under its agreement with Buyers and Shippers Enterprises, Inc. dated March 18, 1997 (the "Buyers and Shippers Agreement"); and

(d) Rights that cannot lawfully be transferred by the Company (provided, however, that such rights shall be held by the Company for the benefit of the Acquiror and Acquiror, at its option, may act as the Company's agent in order to enforce and obtain for Acquiror the benefit of such rights).

Section 2.03 Liabilities Not Assumed. Anything to the contrary herein notwithstanding Acquiror shall not assume or pay:

(a) any Taxes applicable to, imposed upon or arising out of the transfer of assets to Acquiror contemplated by this Agreement or the Reorganization;

(b) any liability, cost, obligation or expense incurred in connection with this Agreement and the transactions contemplated herein except to the extent otherwise provided for under Section 9.05 hereof;

(c) any obligations or liabilities of the Company and/or the Former Company Equityholders with respect to which the Former Company Equityholders are indemnifying

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

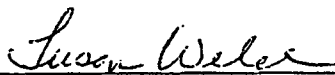
QRS CORPORATION, a Delaware corporation

By: 

Name: John S. Cannon

Title: CEO

ROCKPORT TRADE SYSTEMS, INC., a Massachusetts corporation

By: 

Name:

Title: