

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Business Engine, Inc.		02/08/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Planview, Inc.		
Street Address:	8300 N. MoPac Expy #100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78759		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3178930	ALIGNMENT ENGINE	
Registration Number:	3125433	BEN	
Registration Number:	1837249	BUSINESS ENGINE	
Registration Number:	1827924	BUSINESS ENGINE	
Registration Number:	3178931	DELIVERY ENGINE	
Registration Number:	1761786	MICRO-FRAME	
Registration Number:	1761183	MICRO-FRAME	
CORRESPONDENCE DATA			
Fax Number:	(512)853-8801		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	512-853-8800		
Email:	dkgpto@intprop.com		
Correspondent Name:	Dwayne K. Goetzel		
Address Line 1:	P.O. Box 398		
Address Line 4:	Austin, TEXAS 78767-0398		

CH \$190.00 3178930

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TRADEMARK
REEL: 003571 FRAME: 0521

ATTORNEY DOCKET NUMBER:	5958-00000
NAME OF SUBMITTER:	Dwayne K. Goetzel
Signature:	/Dwayne K. Goetzel/
Date:	06/29/2007
Total Attachments: 7 source=Bill Sale Asset Purch.Recordation#page1.tif source=Bill Sale Asset Purch.Recordation#page2.tif source=Bill Sale Asset Purch.Recordation#page3.tif source=Bill Sale Asset Purch.Recordation#page4.tif source=Bill Sale Asset Purch.Recordation#page5.tif source=Bill Sale Asset Purch.Recordation#page6.tif source=Bill Sale Asset Purch.Recordation#page7.tif	

BILL OF SALE AND ASSIGNMENT AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AGREEMENT (this "*Agreement*") is made and entered into as of February 8, 2007 by and between Planview, Inc., a Texas corporation ("*Purchaser*"), and Business Engine, Inc., a Delaware corporation ("*Seller*").

WHEREAS, Purchaser and Seller are parties to that certain Asset Purchase Agreement dated as of February 8, 2007 (the "*Asset Purchase Agreement*"), pursuant to which Seller has agreed to grant, sell, assign and transfer to Purchaser and Purchaser has agreed to purchase from Seller the Transferred Assets (all as contemplated thereunder); and

WHEREAS, capitalized terms not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

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

1. Assignment of Assets.

1.1 Pursuant and subject to the terms and conditions of the Asset Purchase Agreement, Seller hereby irrevocably sells, transfers, assigns, conveys, and delivers to Purchaser, free and clear of all Encumbrances, all of such Seller's right, title and interest in, to and under the Transferred Assets, to have and to hold the same unto Purchaser, its successors and assigns, forever.

1.2 Purchaser hereby accepts the sale, transfer, assignment, conveyance, and delivery of the Transferred Assets.

1.3 Seller hereby constitutes and appoints Purchaser the true and lawful attorney-in-fact of such Seller, with full power of substitution, in the name of such Seller or Purchaser, but on behalf of and for the benefit of Purchaser: (i) to demand and receive from time to time any and all of the Transferred Assets and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (ii) to institute, prosecute, compromise and settle any and all actions or proceedings that Purchaser may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Transferred Assets; (iii) to defend or compromise any or all actions or proceedings in respect of any of the Transferred Assets; and (iv) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iii) as Purchaser shall deem desirable. Seller hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

1.4 This Agreement shall, and shall be construed to, effect the full substitution and subrogation of Purchaser in and to all of Seller's rights under all covenants and warranties others heretofore have given or made in respect of the Transferred Assets or any part thereof.

2. Miscellaneous.

2.1 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. Facsimile signatures will be deemed to be original signatures for all applicable purposes.

2.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to a contract executed and performed in such state without giving effect to the conflicts of laws principles thereof, except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this Agreement in order for this Agreement to be effective in any respect, then the laws of such other jurisdiction shall govern this Agreement to such extent.

2.3 This Agreement is intended only to affect the assignment of certain assets in accordance with the Asset Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement. In the event of any conflict or ambiguity between the terms hereof and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and be controlling.

2.4 Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound thereby. The waiver by a party of any breach hereof for default in the performance hereof shall not be deemed to constitute a waiver of any other default or any succeeding breach or default.

Signature Page Follows

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Agreement on the day and year first above written.

PURCHASER:

PLANVIEW, INC.

By: _____

Craig M. Fleming
Chief Financial Officer

SELLER:

BUSINESS ENGINES, INC.

By: _____

Mark Strauch
President and Chief Executive Officer

Signature Page to Bill of Sale and Assignment Agreement

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Agreement on the day and year first above written.

PURCHASER:

PLANVIEW, INC.

By: _____
Craig M. Fleming
Chief Financial Officer

SELLER:

BUSINESS ENGINES, INC.

By: _____
Mark Strauch
President and Chief Executive Officer

Signature Page to Bill of Sale and Assignment Agreement

TRADEMARK
REEL: 003571 FRAME: 0526

ASSET PURCHASE AGREEMENT

dated as of February 8, 2007

by and among

Planview, Inc.

and

Business Engine, Inc.

“Tax Proceedings” has the meaning assigned in Section 9.3.

“Tax Returns” has the meaning assigned in Section 9.1(a).

“Taxes” means any federal, state, county, local or foreign taxes, charges, fees, levies, or other assessments, including all net income, gross income, sales and use, ad valorem, transfer, gains, profits, excise, franchise, real and personal property, gross receipt, production, business and occupation, disability, employment, payroll, license, estimated, stamp, custom duties, severance or withholding taxes or charges imposed by a governmental entity, and includes any interest and penalties (civil or criminal) on or additions to any such taxes and any expenses incurred in connection with the determination, settlement or litigation of any tax liability.

“Third Party” means any Person not an Affiliate of the other referenced Person or Persons.

“Third-Party Claim” has the meaning assigned in Section 8.5(a).

“Threshold” has the meaning assigned in Section 8.3.

“Transferred Assets” has the meaning assigned in Section 2.1.

“Transferred Contracts” has the meaning assigned in Section 2.1(b).

1.2 Construction. Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms “hereof,” “herein,” “hereby” and derivative or similar words refer to this entire Agreement; (iv) the terms “Article” or “Section” refer to the specified Article or Section of this Agreement; (v) the phrase “ordinary course of business” refers to the business of Seller as it has been conducted prior to the date hereof; (vi) whenever the words “include,” “includes” or “including” are used in this Agreement they shall be deemed to be followed by the words “without limitation;” (vii) whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified; (viii) all accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP; and (ix) the table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The parties hereby acknowledge and agree that the drafting of this Agreement has been a collaborative effort and that no party shall be deemed to be the sole or primary drafter. Any rule or provision of law which provides that a contract or agreement is to be construed against the author of the contract or agreement shall not apply to this Agreement or the documents attached hereto as exhibits or schedules hereto or thereto.

ARTICLE II PURCHASE AND SALE OF ASSETS

2.1 Transferred Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, transfer, assign, convey and deliver to Purchaser, and Purchaser shall acquire from Seller, all of Seller's rights, title and interest in all assets, properties and rights of Seller of every kind, nature and description, tangible or intangible, known or unknown, wherever located, that relate to the Products (collectively, the "***Transferred Assets***"), free and clear of any Encumbrance. The Transferred Assets include, without limitation, all of Seller's rights, title and interest to the following to the extent that they relate to the Products:

(a) patents, trademarks, trade names, service marks, copyrights (including but not limited to moral rights), and any applications therefor, know-how, show-how, trade secrets, works of authorship, ideas, procedures, processes, systems, methods, concepts, principles, discoveries, inventions, art, machines, manufactures, compositions of matter, materials, improvements, formulas, patterns, devices, compilations, information, lists (including but not limited to customer and supplier lists), articles, codes, matters, programs, techniques, apparatus, algorithms, designs, circuitry, hardware, firmware, software (computer software programs and applications, in both source code and object code form), net lists, schematics, diagrams, technology, inventory, products, networks, data, plans (including but not limited to financial, business, marketing, technical and product plans), libraries, media, pictorial works, graphic works, audiovisual works, computer interfaces (including but not limited to programming interfaces), computer languages, computer protocols, development tools, and tangible or intangible proprietary rights or information or material, irrespective of whether patentable, including but not limited to those set forth in Section 2.1(a) of Schedule A (collectively, the "***Intellectual Property***"). Without limiting the generality of the foregoing, Intellectual Property shall include all of the foregoing with respect to (a) the name "Business Engine, Inc." and variations thereof and all other trade names of Seller; and (b) all rights to the Intellectual Property produced or developed by Seller's employees and/or consultants for Seller;

(b) all right, title and interest in all Contracts of Seller, including all backlogged Purchase Orders of Seller as of the Closing Date, and including, without limitation, those Contracts listed in Section 2.1(b) of Schedule A (collectively, the "***Transferred Contracts***");

(c) all personal property listed in Section 2.1(c) of Schedule A;

(d) all franchises, consents, marketing rights, permits, authorizations, approvals and other licenses issued by any Governmental or Regulatory Authority to Seller, to the extent transferable to a third party buyer in a transaction such as the proposed transaction;

(e) all rights to income, royalties, damages and payments due at or after Closing and all other rights with respect thereto with respect to Seller Intellectual Property (including, without limitation, rights to damages and payments for past, present or future infringements or misappropriations of any Seller Intellectual Property);