

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Purchase Agreement and Bill of Sale		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SPSS, Inc.		01/24/2003	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Systat Software Inc.		
<b>Street Address:</b>	1735 Technology Drive		
<b>Internal Address:</b>	Suite 430		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95110		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1512478	SYSTAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)698-2312		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	louann.m.murray@bakernet.com		
<b>Correspondent Name:</b>	Dave Davis		
<b>Address Line 1:</b>	130 East Randolph Drive		
<b>Address Line 2:</b>	Suite 3500		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	081800		
<b>NAME OF SUBMITTER:</b>	David J Davis		
<b>Signature:</b>	/DJD/		
<b>Date:</b>	11/14/2008		

CH \$40.00 1512478

**Total Attachments: 11**

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PURCHASE AGREEMENT AND BILL OF SALE

This Purchase Agreement and Bill of Sale ("Agreement") effective as of January 24, 2003 is by and between, SPSS Inc., a Delaware corporation ("SPSS"), and Systat Software Inc., a US Corporation and wholly owned subsidiary of Cranes Software International Inc. ("SSI"), (each of which is sometimes referred to as a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the Cranes Software International Inc. ("CSIL") and SPSS entered into a Distribution Agreement (the "Distribution Agreement"), dated as of December 29, 2000, which gave CSIL and SSI, as a wholly owned subsidiary of CSIL, an option to purchase certain Software (as more fully defined below) owned by SPSS and currently being distributed by SSI in accordance with the terms of the Distribution Agreement (the "Option");

WHEREAS, SSI has duly given notice to SPSS of its election to exercise the Option and, on January 24, 2003, made the Option payment in the amount of \$250,000 as set forth in the Distribution Agreement, which Option payment constitutes a portion of the \$2,250,000 paid by SSI to SPSS for the license and distribution rights and source code in connection with the Distribution Agreement; and

WHEREAS, the Parties now desire to enter into an Agreement, as contemplated by the Distribution Agreement, to memorialize the transfer of ownership of the Software and related rights from SPSS to SSI,

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants, promises and agreements set forth herein and the payment by SSI to SPSS of certain good and valuable consideration as provided in the Distribution Agreement, the receipt and sufficiency of which are hereby acknowledged by SPSS, the Parties hereby each agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth in this Section 1.

1.1 "Confidential Information" means any information maintained as confidential by a Party which is not publicly known and not lawfully available without restriction from a third party.



1.2 "Embedded Software" means any software modules or products that are incorporated into the Software, which are owned by third parties, as listed in Exhibit 1 attached hereto and incorporated herein by reference.

1.3 "Software" means the current, object code version of SPSS's "SYSTAT" software on all operating systems on which the Software is available, which is sold under the "SYSTAT" trademark.

1.4 "Software Source" means the source code version of the Software, and any Supporting Documentation.

1.5 "Supporting Documentation" means documentation including specifications, flow charts, program listings, bug reports and other documents that describe the function and use of the Software, that has been provided to SSI by SPSS on or prior to the date hereof.

2. Assignment.

2.1. Transfer of Assets. SPSS hereby sells, assigns and transfers to SSI all of SPSS's right, title and interest in and to:

2.1.1. the Software;

2.1.2. the Software Source;

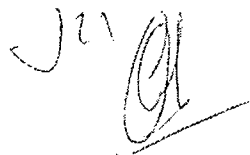
2.1.3. the Supporting Documentation;

2.1.4. the copyrights, whether or not registered, relating to the Software, the Software Source, and the Supporting Documentation listed on Exhibit 2 attached hereto and incorporated herein by reference;

2.1.5. the trademarks, whether or not registered, relating to the Software, listed on Exhibit 3 attached hereto and incorporated herein by reference; and

2.1.6. all technical information pertaining solely to the Software, the Software Source or the Supporting Documentation.

The items listed in Sections 2.1.1 – 2.1.6 are collectively referred to herein as the "Assets."



2.2. Representations and Warranties.

2.2.1. Except for the Embedded Software, SPSS represents and warrants to SSI that SPSS has good and marketable title to, and is in possession of or has control over, all of the Assets free and clear of all liabilities, liens, security interests, mortgages, pledges, claims, judgments, exceptions, charges and encumbrances and obligations of every kind and nature.

2.2.2. Each Party warrants it has a right to enter into this Agreement.

2.3. Covenants.

2.3.1. SPSS hereby covenants to execute and deliver to SSI, upon its reasonable request therefor, such further instruments of sale, transfer and assignment prepared by SSI, as may be reasonably necessary to transfer to SSI full and complete title to the Assets sold, assigned and transferred hereunder and to assign to SSI the licenses referred to in Section 3 hereof.

2.3.2. On and as of the date of this Agreement, SPSS has delivered to SSI all of the Assets. SPSS agrees to destroy all copies of the Software, the Software Source, and the Supporting Documentation in its possession, *provided*, SPSS shall be entitled to retain one copy of the Software, the Software Source and the Supporting Documentation for archival purposes only. SPSS will not use any version of Systat Software for any commercial purpose in future. Such items shall be deemed Confidential Information of SSI and shall be held by SPSS subject to the confidentiality obligations set forth in Section 6.1 herein

3. Transfer of Licenses. SPSS hereby assigns to SSI:

3.1. all licenses in effect with users of the Software, to the extent any such licenses have not previously been assigned; and

3.2. the licenses relating to the Embedded Software and all of SPSS's rights under each such license.

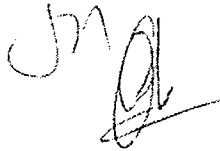
A handwritten signature in black ink, appearing to be 'M. Q. W.', is written over the text of section 3.2.

4. No Assumption of Obligations; Indemnification.

4.1. Neither the making nor the acceptance of the transfer and assignment of Assets provided for herein shall constitute an assumption or acceptance by SSI of any liabilities and obligations of SPSS with respect to the Assets, except to the extent provided in the Distribution Agreement.

4.2. Except as provided below, SSI shall indemnify and agrees to hold SPSS harmless from any and all losses, expenses, suits and demands brought by any third party arising out of any claim relating to: (i) SSI's use of the Assets or the sale or license of the Software by SSI after the date of the Distribution Agreement, (ii) a claim that the Software, other than the Embedded Software, the Software Source or the Supporting Documentation infringes any intellectual property rights of a third party where such claim of infringement is based on a modification of the Software, the Software Source or the Documentation made by SSI, or (iii) SSI's obligations under this Agreement or under the Distribution Agreement. SPSS shall promptly notify SSI in writing of any such action and give SSI authority, information and assistance for the defense of any suit or proceeding.

4.3. SPSS shall indemnify and agrees to hold SSI harmless from any and all losses, expenses, suits and demands brought by any third party arising out of or relating to: (i) a claim that the Software, other than the Embedded Software, the Software Source or the Documentation infringes any intellectual property rights of a third party, *provided*, SPSS shall have no obligation where such claim of infringement is based on a modification of the Software, the Software Source or the Supporting Documentation made by SSI or by an independent third party before or after the date of this Agreement, (ii) SPSS's obligations under this Agreement or under the Distribution Agreement, (iii) any Software sold or licensed by SPSS prior to the date of the Distribution Agreement. SSI shall promptly notify SPSS in writing of any such action and give SPSS authority, information and assistance for the defense of any suit or proceeding.



5. Disclaimer of Warranty. Except as provided herein, the Assets are transferred and assigned on an "AS IS WHERE IS". There are no warranties express or implied, including, but not limited to implied warranties of merchantability or fitness for a particular purpose. In no event shall SPSS be responsible for any direct, indirect or consequential damages or lost profits, even if SPSS had been advised of the possibility of such damage, other than for a breach of this Agreement.

6. Confidentiality and Ownership.

6.1. The Parties acknowledge the confidentiality of certain information previously exchanged between the Parties under the Distribution Agreement, or which will be exchanged in connection with this Agreement is confidential. Each Party shall maintain the other Party's Confidential Information in strict confidence, shall not appropriate such information for its own use, or reveal or disclose such Confidential Information to any third party. SPSS further acknowledges that the Software Source and the internal Supporting Documentation are Confidential Information for purposes of this Agreement. Each party agrees to take necessary and prudent steps to protect and maintain the confidentiality of any such Confidential Information.

6.2. On or after the date of this Agreement, SPSS shall cease to represent and purport that SPSS is the owner of the Software.

7. Miscellaneous.

7.1. Choice of Law. This Agreement is made and shall be construed in accordance with the law of the State of Illinois.

7.2. Integration. The terms set forth herein constitute the entire agreement of the parties pertaining to the subject matter hereof. This Agreement supercedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties.

7.3. Amendment. The provisions of this Agreement may not be amended, modified or supplemented in any way except by a written agreement signed by both parties hereto.



7.4. Severability. If one or more provisions of this Agreement are held to be unenforceable in whole or in part under applicable law, such provision or provisions, or portion or portions thereof, shall be excluded from this Agreement and the balance of this Agreement shall be interpreted and enforced as if such provision or provisions, or portion or portions thereof, were excluded and the remainder of this Agreement shall be enforced in accordance with its terms to the maximum extent permitted by applicable law.

7.5. Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall be considered one and the same agreement.

A handwritten signature in black ink, consisting of a stylized 'J' followed by a large, circular flourish.



IN WITNESS WHEREOF, the Parties have caused this instrument to be signed by their respective duly authorized officers as of day and year first written above.

SPSS INC., a Delaware corporation

By: Jack Noonan  
Name: Jack Noonan  
Title: President and Chief Executive Officer

Systat Software Inc.

By: Asif Khader  
Name: Asif Khader  
Title: Chief Executive Officer and Managing Director

Exhibit 1

Embedded Software and Third Party Owners

Owner

Circle Systems  
Donald Hedeker and Ronald Gibbons  
Dr. Michael W. Browne  
Allegra Software  
Salford Systems  
StatTransfer

Embedded Software

Import Filters  
Mixed Regression Procedure  
Ramona Software  
CGM Filters  
Logit, Probit, Tobit, Survival and 2SLS.  
Code to import and Export SAS Files.



Exhibit 2

Copyrights

Registered Copyrights:

Systat source code and manuals through mid-1991, copyrighted by the former Systat, Inc.:

TX-3-055-250  
TX-3-055-251  
TX-3-055-252  
TX-3-055-253  
TX-3-055-254

Systat native MAC version source code and manuals, copyrighted by the former Systat, Inc.:

TX-3-055-255  
TX-3-055-256

SPSS published Systat 6.0 Windows student version

TX-4-732-015

SPSS published Systat v6 books:

TX-4-347-460  
TX-4-347-461  
TX-4-347-463  
TX-4-347-473

SPSS published Systat v7 books:

TX-4-594-227  
TX-4-594-228  
TX-4-594-229  
TX-4-662-842  
TX-4-662-842  
TX-4-663-098  
TX-4-675-789  
TX-4-927-177

SPSS published Systat v8 books:

TX-4-785-154  
TX-4-802-779  
TX-4-830-310  
TX-4-830-311  
TX-4-830-313

SPSS published Systat v9 books:

TX-5-146-434  
TX-5-146-435  
TX-5-146-436  
TX-5-146-437  
TX-5-146-438  
TX-5-146-440

SPSS published Systat v10 books:

TX-5-280-146  
TX-5-280-147  
TX-5-280-148  
TX-5-280-149  
TX-5-280-150

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TRADEMARK

REEL: 003888 FRAME: 0304

TX-5-280-151

SPSS Registrations of "Introductory Statistics with SYSTAT" by Kenneth N. Burk.

TX-4-678-843

TX-4-591-397

Unregistered Copyrights:

Systat v6.0 Windows Source Code and Application  
Systat v7.0 Windows Source Code and Application  
Systat v8.0 Windows Source Code and Application  
Systat v9.0 Windows Source Code and Application  
Systat v10.0 Windows Source Code and Application

Systat v6.0 Windows Help System Text  
Systat v7.0 Windows Help System Text  
Systat v8.0 Windows Help System Text  
Systat v9.0 Windows Help System Text  
Systat v10.0 Windows Help System Text

Systat web site content formerly published on SPSS Science web site  
Systat marketing and promotional sales materials formerly published and distributed by SPSS  
Science

Handwritten initials or signature, possibly "ON" followed by a stylized mark.

Exhibit 3

Trademarks

The "Systat" name, logo, trademark, etc., for Systat Software Inc.'s use in all corporate operations and product nomenclature.

**Serial Number:** 73707407

**Registration Number:** 1512478

**Date of Status:** 1994-03-05

**Filing Date:** 1988-01-25

**Registration Date:** 1988-11-15

**CURRENT APPLICANT (S)/OWNER (S)**

1. SYSTAT, INC.

**Address:**

SYSTAT, INC.

1800 SHERMAN AVENUE

EVANSTON, IL 60201

United States

**State or Country of Incorporation:** Illinois

**Legal Entity Type:** Corporation



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