

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
ILOG, INC.		08/03/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ILOG, S.A.		
Street Address:	9, rue de Verden BP 85		
City:	Gentilly		
State/Country:	FRANCE		
Postal Code:	94253		
Entity Type:	CORPORATION: FRANCE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2202397	LOGICTOOLS	
Registration Number:	2756081	LOGICTOOLS	
Registration Number:	2258240	LOGICNET	
Registration Number:	2740360	LOGICNET PLUS	
CORRESPONDENCE DATA			
Fax Number:	(646)728-6272		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 596-9278		
Email:	erica.fischer@ropesgray.com, emilia.cannella@ropesgray.com, erin.dugan@ropesgray.com		
Correspondent Name:	Erica M. Fischer, Esq. c/o ROPES & GRAY		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036-8704		
ATTORNEY DOCKET NUMBER:	ILOC-TIP		

CH \$115.00 2202397

DOMESTIC REPRESENTATIVE

900124721

**TRADEMARK
 REEL: 003919 FRAME: 0510**

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Erica M. Fischer, Esq.
Signature:	/erica fischer/
Date:	01/14/2009

Total Attachments: 6

source=ILOG CONFIRMATORY ASSIGNMENT#page1.tif
source=ILOG CONFIRMATORY ASSIGNMENT#page2.tif
source=ILOG CONFIRMATORY ASSIGNMENT#page3.tif
source=ILOG CONFIRMATORY ASSIGNMENT#page4.tif
source=ILOG CONFIRMATORY ASSIGNMENT#page5.tif
source=ILOG CONFIRMATORY ASSIGNMENT#page6.tif

CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

This Confirmatory Intellectual Property Assignment ("Assignment") is made and entered into as of August 3, 2007, by and between ILOG, Inc., a California corporation ("Assignor"), and ILOG S.A., a société anonyme, a form of corporation incorporated under the laws of France ("Assignee") (collectively referred to as the "Parties").

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Assignment, dated as of July 1, 2007 (the "Agreement"), pursuant to which the Assignor has assigned to Assignee and Assignee has accepted from Assignor all right, title and interest in the Purchased Intellectual Property (as defined by reference therein); and

WHEREAS as a result of the merger between Assignor and LogicTools, Inc, an Illinois corporation, Assignor acquired additional intellectual property between the effective date of the Agreement and the effective date of this Assignment (the "Additional Intellectual Property"), including but not limited to any and all trademarks and trademark applications listed on the attached Schedule 1, and all goodwill of any business associated and connected therewith or symbolized thereby (collectively referred to as the "Trademarks"); and

WHEREAS, pursuant to the terms and conditions of this Assignment, Assignee desires to acquire the Additional Intellectual Property and the Trademarks from Assignor, including all of Assignor's right, title and interest in and to Additional Intellectual Property and the Trademarks, and the Parties wish to confirm and record such acquisition in the U.S. Patent and Trademark Office;

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Parties hereby confirm that, pursuant to the Agreement, Assignor assigned to Assignee all of Assignor's right, title and interest in and to the Purchased Intellectual Property. Assignor hereby assigns to the Assignee all of Assignor's right, title and interest in and to Additional Intellectual Property, including but not limited to the Trademarks, all proceeds therefrom and the right to bring an action at law or in equity for any infringement, dilution or violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks, *nunc pro tunc*, effective as of August 3, 2007.
2. Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any trademark application that would be deemed invalidated, canceled or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including without limitation all United States trademark applications that are based on an intent-to-use, unless and until such time that the contribution, assignment and/or conveyance will not cause the invalidation, cancellation or abandonment of such trademark application.
3. The terms of this Assignment shall not modify the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Purchased Intellectual Property.

United States Confirmatory Intellectual Property Assignment
Assignor: ILOG, Inc..
to Assignee:
ILOG S.A..

TRADEMARK
REEL: 003919 FRAME: 0512

4. Assignor makes no warranties, express or implied, with respect to the Additional Intellectual Property and the Trademarks.

5. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Additional Intellectual Property and the Trademarks, and shall not enter into any agreement in conflict with this Assignment.

6. This Assignment shall be governed and construed in accordance with the laws of California, without regard to the conflicts of law rules of such state.

7. This Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Blank]

United States Confirmatory Intellectual Property Assignment
Assignor: ILOG, Inc..
to Assignee:
ILOG S.A.

TRADEMARK
REEL: 003919 FRAME: 0513

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNOR:

ILOG, Inc.

By:

Name:

Title:



Frederick Gewant
VP, field operations

ASSIGNEE:

ILOG S.A.

By:

Name:

Title:



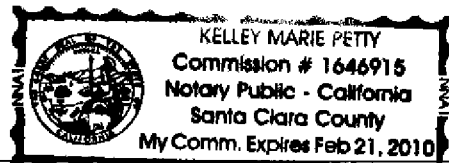
Jerome Arnaud
CFO

STATE OF California)
) ss.
COUNTY OF Santa Clara)

On December 15, 2008 before me, Kelley Petty, Notary Public, personally appeared Frederick Gewant, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kelley Marie Petty
(Signature of Notary)



(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of California,
residing at 426 Arabian Street
San Jose, CA 95123

My appointment expires Feb 21, 2010

STATE OF California)
COUNTY OF Santa Clara) ss.

On December 31, 2008 before me, Kelley Marie Petty personally appeared Jerome Annaud, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kelley Marie Petty
(Signature of Notary)



(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of California,
residing at 426 Arabian St, San Jose, CA
95123
My appointment expires Feb. 21, 2010

Schedule 1

TRADEMARKS

Country	Status	Trademark	Appl. Date	Appl. No.	Reg. Date	Reg. No.
United States of America	Registered	LOGICTOOLS	10/02/1997	75/367,258	11/03/1998	2,202,397
United States of America	Registered	LOGICTOOLS and Design	01/13/2002	78/102,417	08/26/2003	2,756,081
United States of America	Registered	LOGICNET	12/19/1997	75/408,241	06/29/1999	2,258,240
United States of America	Registered	LOGICNET PLUS	01/13/2002	78/102,420	07/22/2003	2,740,360

United States Confirmatory Intellectual Property Schedule
Assignor: ILOG, Inc..
to Assignee:
ILOG S.A.