

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
gomembers, Inc.		11/25/2009	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Ross Systems, Inc.		
Street Address:	Two Concourse Parkway, NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3068291	MEMBERTRAK	
Registration Number:	3089828	GOMEMBERS	
Registration Number:	3156576	Q	
Registration Number:	3164713	MEETINGTRAK	
CORRESPONDENCE DATA			
Fax Number:	(678)420-9301		
Phone:	678-420-9300		
Email:	folmarw@ballardspahr.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Winston Folmar		
Address Line 1:	999 Peachtree Street, Suite 1000		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	03359.3000		
NAME OF SUBMITTER:	Winston Folmar		

OP \$115.00 3068291

TRADEMARK

Signature:	/W. Folmar/
Date:	03/13/2012
Total Attachments: 5 source=Asset Purchase Agreement gomembers deal#page1.tif source=Asset Purchase Agreement gomembers deal#page2.tif source=Asset Purchase Agreement gomembers deal#page3.tif source=Asset Purchase Agreement gomembers deal#page4.tif source=Asset Purchase Agreement gomembers deal#page5.tif	

ASSET PURCHASE AGREEMENT

dated November 25, 2009

between

ROSS SYSTEMS, INC.

and

GOMEMBERS, INC.

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (“Agreement”) is entered into as of November ____, 2009 by and between Ross Systems, Inc., a Delaware corporation (the “Buyer”), and gomembers, Inc., a Maryland corporation (the “Seller”).

This Agreement contemplates a transaction in which the Buyer will purchase substantially all of the assets and assume certain of the liabilities of the Seller.

Capitalized terms used in this Agreement shall have the meanings ascribed to them in Article X.

In consideration of the representations, warranties and covenants herein contained, the Parties agree as follows.

ARTICLE I

THE ASSET PURCHASE

1.1 Purchase and Sale of Assets.

(a) Upon and subject to the terms and conditions of this Agreement, the Buyer shall purchase from the Seller, and the Seller shall sell, transfer, convey, assign and deliver to the Buyer, at the Closing, for the consideration specified below in this Article I, all right, title and interest in, to and under the Acquired Assets.

(b) Notwithstanding the provisions of Section 1.1(a), the Acquired Assets shall not include the Excluded Assets.

1.2 Assumption of Liabilities.

(a) Upon and subject to the terms and conditions of this Agreement, the Buyer shall assume and become responsible for, from and after the Closing, the Assumed Liabilities.

(b) Notwithstanding the terms of Section 1.2(a) or any other provision of this Agreement to the contrary, the Buyer shall not assume or become responsible for, and the Seller shall remain liable for, the Retained Liabilities.

1.3 Purchase Price. The Purchase Price to be paid by the Buyer for the Acquired Assets at the Closing shall be \$ [REDACTED]

1.4 Escrow. At the Closing, an amount equal to \$ [REDACTED] payable by the Buyer at Closing shall be paid by the Buyer to the Escrow Agent for the purpose of securing the indemnification obligations of the Seller set forth in this Agreement. The Escrow Fund shall be held by the Escrow Agent under the Escrow Agreement pursuant to the terms thereof. The

9.2 Effect of Termination. If either Party terminates this Agreement pursuant to Section 8.1, all obligations of the Parties hereunder shall terminate without any liability of either Party to the other Party (except for any liability of a Party for willful breaches of this Agreement).

ARTICLE X

DEFINITIONS

For purposes of this Agreement, each of the following terms shall have the meaning set forth below.

“AAA” shall mean the American Arbitration Association.

“Accountant” shall mean an accountant, generally a member of the dispute resolution group, at a mutually agreed accounting firm.

“Acquired Assets” shall mean all of the assets, properties and rights of the Seller existing as of the Closing, including:

- (i) all cash, short-term investments, deposits, bank accounts and other similar assets, except as listed on Schedule 1.1(b);
- (ii) all trade and other accounts receivable and notes and loans receivable that are payable to the Seller, and all rights to unbilled amounts for products delivered or services provided, together with any security held by the Seller for the payment thereof;
- (iii) all inventories of raw materials, work in process, finished goods, supplies, packaging materials, spare parts and similar items, wherever located, including consignment inventory and inventory held on order or in transit;
- (iv) all computers, machinery, equipment, tools and tooling, furniture, fixtures, supplies, leasehold improvements, motor vehicles and other tangible personal property;
- (v) all real property, leaseholds and subleaseholds in real property, and easements, rights-of-way and other appurtenants thereto;
- (vi) all Intellectual Property;
- (vii) all rights under Assigned Contracts;
- (viii) all securities owned by the Seller;
- (ix) all claims, prepayments, deposits, refunds, causes of action, chooses in action, rights of recovery, rights of setoff and rights of recoupment;
- (x) all Permits;

(b) the Most Recent Balance Sheet and the unaudited consolidated statements of income, changes in stockholders' equity and cash flows for the nine months ended as of the Most Recent Balance Sheet Date.

“Final Closing Balance Sheet” shall mean the balance sheet determined pursuant to the procedures set forth in Section 1.7(b).

“GAAP” shall mean United States generally accepted accounting principles.

“Governmental Entity” shall mean any court, arbitral tribunal, administrative agency or commission or other governmental or regulatory authority or agency.

“Indemnified Party” shall mean a party entitled, or seeking to assert rights, to indemnification under Article VII of this Agreement.

“Indemnifying Party” shall mean the party from whom indemnification is sought by the Indemnified Party.

“Intellectual Property” shall mean all:

(a) patents, patent applications, patent disclosures and all related continuation, continuation-in-part, divisional, reissue, reexamination, utility model, certificate of invention and design patents, patent applications, registrations and applications for registrations;

(b) trademarks, service marks, trade dress, Internet domain names, logos, trade names and corporate names and registrations and applications for registration thereof;

(c) copyrights and registrations and applications for registration thereof;

(d) mask works and registrations and applications for registration thereof;

(e) computer software, data and documentation;

(f) inventions, trade secrets and confidential business information, whether patentable or nonpatentable and whether or not reduced to practice, know-how, manufacturing and product processes and techniques, research and development information, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information;


(g) other proprietary rights relating to any of the foregoing (including remedies against infringements thereof and rights of protection of interest therein under the laws of all jurisdictions); and

(h) copies and tangible embodiments thereof.

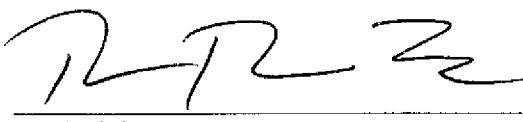
“Internal Systems” shall mean the internal systems of the Seller that are used in its business or operations, including computer hardware systems, software applications and embedded systems.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

ROSS SYSTEMS, INC.

By: 
Title: Monish Bahl
SVP M&A

GOMEMBERS, INC.

By: 
Paul Plaia, III
President and Chief Executive Officer