

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401211

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Clear Technology, Inc. | | 03/22/2016 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Versata, Inc. | | |
| Street Address: | 401 Congress Avenue | | |
| Internal Address: | Suite 2650 | | |
| City: | Austin | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78701 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2628323 | CLEAR TECHNOLOGY | |
| Registration Number: | 2694545 | TRANZAX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5122874866 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 512-656-7960 | | |
| Email: | brian.spross@jonespross.com | | |
| Correspondent Name: | Brian Spross | | |
| Address Line 1: | 1605 Lakecliff Hills Lane | | |
| Address Line 2: | Suite 100 | | |
| Address Line 4: | Austin, TEXAS 78732 | | |
| NAME OF SUBMITTER: | Brian Spross | | |
| SIGNATURE: | /brian spross/ | | |
| DATE SIGNED: | 10/06/2016 | | |
| Total Attachments: 3 | | | |
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OP \$65.00 2628323

Trademark Assignment

This TRADEMARK ASSIGNMENT, dated as of March 22, 2016 (the "Assignment"), is made by and between Clear Technology, Inc., a Delaware corporation with a principal place of business at 401 Congress Avenue, Suite 2650, Austin, Texas 78701 ("Assignor"), and Versata, Inc. a Delaware corporation with a principal place of business at 401 Congress Avenue, Suite 2650, Austin Texas 78701 ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the trademarks set forth in Exhibit A hereto and incorporated by reference herein (the "Assigned Marks"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest throughout the world in and to the Assigned Marks together with the goodwill of Assignor's business symbolized by the Assigned Marks and together with the business of Assignor in connection with which Assignor has used the Mark in interstate commerce, which is ongoing.

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

1. Assignment. Assignor does hereby transfer, assign, convey and deliver to Assignee:

- a. all of Assignor's right, title and interest throughout the world in and to the Assigned Marks together with the goodwill of the Assignor's business symbolized by the Assigned Marks in connection with which Assignor used the Assigned Marks in interstate commerce, including without limitation all of the rights in damages for past, present and future infringements of the Assigned Marks.
- b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, except as otherwise agreed in writing between Assignor and Assignee; and
- d. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Assignor authorizes and requests the Commissioner of the USPTO or such other applicable officer of any foreign Trademark Office to record ownership of the applicable registered Trademarks set forth in Exhibit A as the property of Assignee.

3. Further Action. From time to time after the date hereof, and for no further consideration, Assignor and Assignee shall execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may reasonably be necessary to consummate the transactions contemplated hereby.

4. Counterparts. This Assignment may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

ASSIGNEE:

VERSATA, INC.

By: _____

Name: Andrew S. Price

Title: Chief Financial Officer

ASSIGNOR:

CLEAR TECHNOLOGY, INC.

By: _____

Name: Andrew S. Price

Title: Chief Financial Officer

Exhibit A

Registered Trademarks

| Mark | Reg. No. | Reg. Date | Jurisdiction |
|------------------|-----------|-----------------|---------------|
| CLEAR TECHNOLOGY | 2,628,323 | October 1, 2002 | United States |
| TRANZAX | 2,694,545 | March 11, 2003 | United States |