

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GXS, Inc.		07/07/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Open Text GXS, LLC		
Street Address:	9711 Washingtonian Blvd.		
Internal Address:	Suite 700		
City:	Gaithersburg		
State/Country:	MARYLAND		
Postal Code:	20878		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3191005	TRADING GRID	
CORRESPONDENCE DATA			
Fax Number:	7032737684		
<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:	703-273-7680		
Email:	rshapiro@sasiplaw.com		
Correspondent Name:	Ronald E. Shapiro		
Address Line 1:	11350 Random Hills Road, Suite 740		
Address Line 4:	Fairfax, VIRGINIA 22030		
NAME OF SUBMITTER:	Ronald E. Shapiro		
SIGNATURE:	/Ronald E. Shapiro/		
DATE SIGNED:	06/30/2017		
Total Attachments: 14			
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GXS BUSINESS PURCHASE AGREEMENT

This GXS BUSINESS PURCHASE AGREEMENT (the “Agreement”), dated as of July 7, 2016 (the “Effective Date”), is made by and between GXS, Inc., a Delaware corporation (“Seller”) and Open Text GXS, LLC, a Delaware limited liability company (“Purchaser”).

RECITALS

WHEREAS, Seller holds all right, title and interest in the Transferred Business Assets (as defined below);

WHEREAS, Seller wishes to sell and transfer the Transferred Business Assets to Purchaser, on a going concern basis, and Purchaser desires to purchase and receive the same from Seller, on the terms and subject to the conditions set forth herein; and

WHEREAS, in consideration for such sale and transfer, Purchaser is assuming and agrees to honor and pay when due, the Assumed Liabilities (as defined below), on the terms and subject to the conditions set forth here.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth herein, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

In addition to the capitalized terms defined elsewhere in this Agreement, the following capitalized terms in this Agreement have the following meanings:

“Accounts Receivable” means accounts receivable, notes receivable and other rights to receive payments from customers of a business.

“Adjustment Cash and Cash Equivalent Payments” means such amount of Cash and Cash Equivalents, if any, as Seller may be obligated to pay to, or have the right to receive from, Purchaser pursuant to Section 2.5.

“Assumed Liabilities” means those Liabilities of Seller listed on Schedule 2.

“Cash and Cash Equivalents” means cash, cash equivalents and Accounts Receivable.

“Closing” means the closing of the transactions contemplated by this Agreement.

“Closing Date” means the date on which Closing occurs.

“Credit Agreement” means that certain Credit Agreement by and among Seller, Open Text Corporation, Barclays Bank plc and the other lenders party thereto dated as of January 16, 2014, as amended and restated from time to time.

“Distribution Business” means Seller’s business of selling, licensing, distributing and/or providing products and services to its customers; provided, that the Distribution Business does not include any Intellectual Property embodied in any such products or services.

“Initial Cash and Cash Equivalent Payments” means \$48,504,304 of cash.

“Intellectual Property” means all intellectual property rights, including (a) all copyrightable works, all copyrights, in any jurisdiction, whether registered or unregistered, and all applications, registrations and renewals thereof, (b) all inventions and invention disclosures (whether patentable or unpatentable and whether or not reduced to practice), patents and patent applications, in any jurisdiction, together with all reissuances, divisions, continuations, continuations-in-part, extensions, and reexaminations thereof, (c) all know-how, confidential and proprietary information, and trade secrets, including designs, specifications, processes, methods, customer lists, and pricing and cost information, (d) all computer software (including source and object codes, data and related documentation), (e) all trademarks, service marks, trade names, brand names, trade dress, Internet domain names and other identifiers of source or origin, together with all renewals, registrations and applications for registration thereof, in any jurisdiction, and all common-law rights and goodwill associated therewith, and (f) all copies and tangible embodiments of the foregoing in whatever form or medium.

“Liabilities” means any direct or indirect liability, indebtedness, claim, loss, damage, demand, deficiency, assessment, penalty, obligation or responsibility of any kind or nature, whether fixed or unfixed, choate or inchoate, primary or secondary, liquidated or unliquidated, secured or unsecured, asserted or unasserted, due or to become due, accrued, absolute, known or unknown, contingent or otherwise.

“Lien” means any lien (statutory or otherwise), pledge, hypothecation, security interest, encumbrance, claim or charge of any kind whatsoever.

“Network Operations Business” means the business of Seller operating data centres.

“Transferred Business” means all of the business(es) conducted by Seller as of the Closing Date other than the Distribution Business and the Network Operations Business.

“Transferred Business Assets” means (a) all of the assets owned or licensed by Seller that are used in or relate to the Transferred Business, including without limitation those assets described on Schedule 1, and excluding Cash and Cash Equivalents; provided, that the Transferred Business Assets do not include the Excluded Assets and (b) Initial Cash and Cash Equivalent Payments, as adjusted by the Adjustment Cash and Cash Equivalent Payments.

“Transferred Cash and Cash Equivalent Payments” means, collectively, the Initial Cash and Cash Equivalents Payments, as adjusted by the Adjustment Cash and Cash Equivalent Payments, and the Adjustment Cash and Cash Equivalent Payments.

ARTICLE II
BUSINESS PURCHASE

2.1. Sale of the Transferred Business. On the terms and conditions set forth in this Agreement, Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser, and Purchaser hereby purchases, receives, acquires and accepts from Seller, all of Seller's right, title and interest in, to and under the Transferred Business Assets, on a going concern basis, in each case as of the Closing Date, to the extent owned by Seller as of the Closing Date and free and clear of all Liens. The purchase price for the Transferred Business Assets shall be equal to the fair market value of the Transferred Business Assets (the "Purchase Price"), which will be paid by Purchaser's assumption of the Assumed Liabilities pursuant to Section 2.3, as allocated in accordance with Section 2.3 and subject to adjustment in accordance with Section 2.5.

2.2. Excluded Assets. The Transferred Business Assets shall not include, and Seller is not transferring or selling, any of its assets other than the Transferred Business Assets, including without limitation the following assets ("Excluded Assets"):

(a) all assets that are primarily or exclusively used in either the Distribution Business or the Network Operating Business and, in either case, that are owned, licensed or leased by Seller;

(b) all tangible assets owned, licensed or leased by Seller;

(c) other than the Transferred Cash and Cash Equivalent Payments, all Cash and Cash Equivalents of Seller; and

(d) all contracts of Seller with customers and other third parties, other than contracts with third parties pursuant to which Seller licenses in Intellectual Property from third parties for usage in Seller or Purchaser's products or services.

2.3. Consideration for Purchase of the Transferred Business Assets.

(a) In consideration for the sale, assignment, transfer, conveyance and delivery of the Transferred Business Assets, Seller hereby transfers and assigns to Purchaser, and Purchaser hereby assumes and shall hereafter pay, perform and discharge as and when due, all Assumed Liabilities, whether arising prior to or following the Closing Date. Seller is retaining all of its Liabilities other than the Assumed Liabilities.

(b) Within ninety (90) days of the Closing Date, the parties agree to use their commercially reasonable efforts to agree upon the allocation of the fair market values, based on the categories listed in Schedule 3, of the categories of assets included in the Transferred Business Assets, as well as an allocation statement setting forth the allocation of the Purchase Price, together with the Assumed Liabilities and any other relevant items (and all other capitalized costs) among the Transferred Business Assets in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations thereunder and the rules of any other applicable taxing authority (the "Allocation"). All tax returns and reports of each party shall be prepared in a manner consistent with (and neither party shall otherwise file a tax return position inconsistent with) the Allocation unless required by the Internal Revenue Service or any other applicable taxing authority. Any adjustments to the Purchase Price shall be allocated in accordance with Section 1060 of the Code and the Treasury Regulations thereunder and the rules of any other applicable taxing authority.

2.4. Further Assurances. Without additional consideration, Seller shall execute and deliver such other instruments of transfer and documents related thereto and take such other action as may be necessary or reasonably requested by Purchaser in order to more effectively transfer to Purchaser, and to place Purchaser in possession and control of, the Transferred Business Assets, or to enable Purchaser to exercise and enjoy all rights and benefits of Seller with respect thereto. Without limiting the foregoing, upon reasonable request of Purchaser, Seller shall execute, acknowledge and deliver all such further assurances, deeds, assignments, consequences, powers of attorney and other instruments and paper as may be required to sell, transfer, convey, assign and deliver to Purchaser all right, title and interest in, to and under the Transferred Business Assets.

2.5. Purchase Price Adjustment.

(a) It is the intent of the parties that the fair market value of the Transferred Business Assets be equal to the fair market value of the Assumed Liabilities, in each case determined using generally accepted accounting and valuation principles applied consistently and in good faith. The parties have valued the Initial Cash and Cash Equivalent Payments and the Assumed Liabilities based on their determination of the fair market values thereof on the Effective Date using generally accepted accounting and valuation principles applied consistently and in good faith (collectively, the “Preliminary FMV Calculation”).

(b) Within 90 days after the Effective Date, Purchaser shall review the fair market value of the Initial Cash and Cash Equivalent Payments and the Assumed Liabilities, in each case as of the Effective Date and as determined using generally accepted accounting and valuation principles applied consistently (collectively, the “Final FMV Calculation”). In the event that Purchaser determines any material difference in the fair market value of the Initial Cash and Cash Equivalent Payments and/or the Assumed Liabilities from the value thereof utilized as part of the Preliminary FMV Calculation, Purchaser shall notify Seller thereof in writing, together with its proposed adjustment thereto, together with such working papers used in connection with the preparation thereof.

(c) Seller shall have thirty (30) days following receipt of the Final FMV Calculation during which to notify in writing Purchaser of any dispute of any item contained therein, which notice shall set forth in reasonable detail the basis for such dispute. The parties shall cooperate in good faith to resolve any such dispute as promptly as possible but in no event later than thirty (30) days after the end of the thirty (30) day period specified above, and upon such resolution the fair market value of the Initial Cash and Cash Equivalent Payments and/or the Assumed Liabilities, shall be adjusted, if at all, in accordance with the agreement of the parties. In the event Seller does not notify in writing Purchaser of any dispute within such thirty (30) day period or notifies in writing Purchaser within such period that it does not dispute any such calculation, then Purchaser’s calculation of the Final FMV Calculation shall be final and binding upon the parties. In the event that the parties are unable to resolve any dispute regarding the Final FMV Calculation within thirty (30) days following Purchaser’s receipt of written notice of such dispute, such dispute shall be submitted to, and all issues having a bearing on such dispute shall be resolved by a mutually agreed nationally recognized accounting firm (the “Accounting Referee”). In resolving any such dispute, the Accounting Referee shall consider only those provisions of this Section 2.5 and items or amounts in the Final FMV Calculation as

to which Seller has specifically disputed and shall apply only the same accounting bases and policies as described in Section 2.5(b) (first sentence); provided, that the dollar amount of each item in dispute shall be determined within the range of dollar amounts proposed by Seller and Purchaser. The Accounting Referee's determination of the Final FMV Calculation shall be final and binding on the parties, absent manifest error.

(d) If the fair market value of (x) the Initial Cash and Cash Equivalent Payments is less, and/or (y) the Assumed Liabilities are greater, in each case as determined in accordance with the preceding paragraphs (b) and (c) of this Section 2.5, than that utilized in the Preliminary FMV Calculation, Seller shall compensate Purchaser therefor by transferring to Purchaser an equivalent amount of Cash and Cash Equivalents. If the fair market value of (x) the Initial Cash and Cash Equivalent Payments is greater, and/or (y) the Assumed Liabilities are less, in each case as determined in accordance with the preceding paragraphs (b) and (c) of this Section 2.5, than that utilized in the Preliminary FMV Calculation, Purchaser shall compensate Seller therefor by transferring to Seller an equivalent amount of Cash and Cash Equivalents. Any such adjustment payment made pursuant to this Section 2.5(d) is referred to in this Agreement as an "Adjustment Cash and Cash Equivalents Payments."

(e) In the case of any adjustment described in the preceding paragraphs of this Section 2.5, to the extent permissible, such adjustment shall have been deemed to have been made as of the Effective Date; otherwise any such adjustments shall be made in the then-current fiscal period.

2.6 Closing. In the event that all of the conditions to Closing set forth in Section 2.7 are then satisfied, the Closing shall take occur on the date hereof. In the event that any such condition to Closing is not then satisfied, the Closing shall take place on the first working day following satisfaction of all such conditions.

2.7 Conditions to Closing. The obligations of each party to consummate the transactions contemplated by this Agreement are subject to the satisfaction of each of the following conditions as of the Closing Date (any or all of which may be waived in whole or in part by a party with respect to the other party in its sole discretion):

(a) The representations and warranties of the other party contained in Article III hereof that are qualified as to materiality shall be true and correct in all respects, and those not so qualified shall be true and correct in all material respects, in each case at and as of the Closing Date with the same force and effect as though made at and as of the Closing Date (except for those representations and warranties that are made as of a specified date, in which case that specified date shall apply);

(b) The other party shall have performed in all material respects all of its obligations required to be performed by it under this Agreement at or prior to the Closing; and

(c) At or prior to such time, the lenders and/or administrative agent under the Credit Agreement shall have consented to the assignment of Seller's obligations as "Borrower" thereunder to Purchaser, and all necessary documentation to reflect such assignment, and termination of Seller's status as "Borrower" thereunder, shall be in effect.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1. Seller Representations and Warranties. Seller hereby represents and warrants to Purchaser, as of the Effective Date, that the Seller holds all right, title and interest in and to the Transferred Business Assets, free and clear of all Liens. By execution and delivery of this Agreement, Purchaser shall receive good and marketable title to the Transferred Business Assets, free and clear of all Liens.

3.2. Mutual Representations and Warranties. Each party hereby represents and warrants to the other, as of the Effective Date, as follows:

(a) Such party has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery by such party of this Agreement and the performance by it of its obligations hereunder has been duly and validly authorized by such party;

(b) All corporate action on the part of such party necessary for the authorization, execution, and delivery of this Agreement, and the performance of all of its obligations hereunder, has been taken. This Agreement has been duly and validly executed and delivered by such party and constitutes the legal, valid and binding obligation of such party enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general applicability relating to or affecting creditors' rights and by general equitable principles (regardless of whether enforcement is sought in a proceeding of law or in equity);

(c) The execution, delivery and performance of this Agreement will not contravene any existing applicable law or regulation or authorization to which it is subject, any of its constitutive documents or any contract or agreement to which it is party; and

(d) There is no litigation, arbitration or administrative proceeding that is taking place, pending or to the knowledge of such party threatened against it which could have a material adverse effect on its business, assets or financial condition; other than any of the foregoing that has been previously disclosed by such party to the other party.

3.3. No Other Representations or Warranties. Except for the representations and warranties expressly set forth herein, each party disclaims all other representations or warranties, including any implied or statutory representations and warranties, such as merchantability or fitness for a given purpose.

ARTICLE IV
COVENANTS

4.1. Transfer Related Covenants. Subject to the terms and conditions of this Agreement, each party shall use its commercially reasonable efforts to take, or cause to be taken, all appropriate action, and do, or cause to be done, all things necessary, proper and/or advisable under applicable law or otherwise to promptly consummate and make effective the transactions contemplated by this Agreement.

4.2 Third Party Claims. Without limiting Section 2.5, if any governmental or regulatory authority of competent authority (a) alleges that the values of the Transferred Business Assets or the Assumed Liabilities determined in accordance herewith does not represent the fair market value thereof, as at the Effective Date, (b) proposes to make an assessment of tax on the basis of a higher or lower valuation of the Transferred Business Assets or (c) takes any other steps or makes any other rulings of general application or specific to one of the parties which may be prejudicial to any of the parties, then the parties may, after consultation with such governmental or regulatory authority or by themselves, acting in good faith, agree to adjust the values of the Transferred Business Assets and/or the Assumed Liabilities to such other amount as may be determined by the parties acting in good faith so that such shall represent such fair market value. Such adjustment shall have been deemed to have been made as of the Effective Date; otherwise any such adjustments shall be made in the then-current fiscal period. For the avoidance of doubt, Purchaser shall make appropriate payments to, or receive appropriate payments from Seller, in the event of an adjustment to the fair market value of the Transferred Business Assets and/or Assumed Liabilities in accordance with this Section 4.3

4.3 Non-Competition.

(a) As a condition and inducement to Purchaser's willingness to enter into this Agreement and assume the Assumed Liabilities, Seller acknowledges and agrees that prior to the second anniversary of the Closing Date (the "Noncompetition Period"), Seller will not engage in the Transferred Business, whether as a principal, proprietor, partner, officer, employee, independent contractor, broker, consultant, agent, investor, solely or jointly with others; provided, that this Section 4.3(a) shall not prohibit or limit Seller's right to participate in the Distribution Business or the Network Operations Business.

(b) Seller acknowledges and agrees that (i) the covenants and agreements contained in this Section 4.3 are fair, reasonable and necessary to preserve the goodwill and proprietary rights of the Transferred Business and Purchaser and (ii) that Seller is entering into the covenants and agreements contained in this Section 4.3 in contemplation of, and consideration for, the assumption of the Assumed Liabilities.

(c) If any provision contained in this Section 4.3 shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Section, but this Section shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. It is the intention of the parties that if any of the restrictions or covenants contained herein is held to cover a geographic area or to be for a length of time which is not permitted by applicable law, or in any way construed to be too broad or to any extent invalid, such provision shall not be construed to be null, void and of no effect, but to the extent such provision would be valid or enforceable under applicable law, a court of competent jurisdiction shall construe and interpret or reform this Section to provide for a covenant having the maximum enforceable geographic area, time period and other provisions (not greater than those contained herein) as shall be valid and enforceable under such applicable law. Seller acknowledges and agrees that Purchaser would be irreparably harmed by any breach of the obligations set forth in this Section and that there would be no adequate remedy at law or in damages to compensate Purchaser for any such breach. Therefore, in addition to all other legal or equitable remedies that may be available to Purchaser for any

breach of this Section, Seller acknowledges and agrees that Purchaser shall be entitled to injunctive relief requiring specific performance by Seller of this Section, and Seller further waives any requirements for the securing or posting of any bond in connection with any such remedy.

4.4. Substitution of Cash for Accounts Receivable. Within ninety (90) days of the Closing Date, to the extent that both (x) the Initial Cash and Cash Equivalent Payments includes any cash equivalents or Accounts Receivable, and (y) Seller has cash in excess of its then working capital needs, unless the parties otherwise agree at such time, Seller shall substitute cash for such cash equivalents and Accounts Receivable, up to the extent of such excess cash. In the event that such excess cash shall not equal the full amount of such cash equivalents and Accounts Receivable, then Seller shall liquidate such cash equivalents and collect such Accounts Receivable and pay over the cash proceeds thereof to Purchaser, until such time as Purchaser shall have received from Seller an amount in cash equal to the face value of such cash equivalents and Accounts Receivable. Pending the transfer of such cash to Purchaser, Seller shall note on its books and records Purchaser's ownership thereof and take all other necessary steps to reflect Purchaser's ownership thereof.

ARTICLE V MISCELLANEOUS

5.1. Amendments and Waivers; Rights and Remedies. No course of dealing among the parties hereto and no delay on the part of any party hereto in exercising any rights hereunder shall operate as a waiver of the rights hereof. No single or partial exercise of any right, power or privilege shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No provision hereof may be waived otherwise than by a written instrument signed by the party or parties so waiving such provision as contemplated herein. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision. No amendment to this Agreement shall be valid unless in writing and executed by all parties hereto. All remedies conferred upon each such person by this Agreement shall be cumulative and none is exclusive, and such remedies may be exercised concurrently or consecutively at such person's option.

5.2. Assignment. This Agreement may not be assigned without the prior written consent of the other party. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, nothing in this Agreement is intended to give any person not named herein the benefit of any legal or equitable right, remedy or claim under this Agreement, except as expressly provided herein.

5.3. Headings; Interpretation. The headings of the sections of this Agreement have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof. The words "include," "includes" or "including" shall be deemed to be followed by the phrase "without limitation." The parties have participated jointly in the negotiation and drafting of this Agreement with counsel sophisticated in investment transactions. In the event an ambiguity or question of intent

or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

5.4. Expenses. Each party hereto shall bear its own expenses incident to the preparation, negotiation, execution and delivery of this Agreement and the performance of its obligations hereunder; provided, that nothing in this Section 5.4 shall relieve any party hereto of any liability resulting from such party's breach of this Agreement

5.5. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with the internal laws of the State of New York without reference to its conflict of laws principles.

5.6. Counterparts. This Agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument.

5.7. Severability. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and such provision shall be interpreted to the fullest extent permitted by law.

5.8. Notices. All notices, demands, requests, consents, approvals or other communications (collectively, "Notices") required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be personally served, delivered by reputable air courier service with charges prepaid, transmitted by hand delivery, or delivered by email, addressed as notified by one party to the other from time to time. Notice shall be deemed given on the date of service or transmission if personally served or served via email. Notice otherwise sent as provided herein shall be deemed given on the next business day following delivery of such notice to a reputable air courier service. Any party may change its address for Notice by Notice given in accordance with the foregoing. No objection may be made to the method of delivery of any Notice actually and timely received.

5.9. Entire Agreement. This Agreement and all certificates and instruments delivered pursuant hereto or thereto constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreement, representations, understandings, negotiations and discussions between the parties, whether oral or written, with respect to the subject matter hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the duly authorized representatives of the undersigned have executed this Agreement as of the date first set forth above.

GXS, INC.

By: 

Name: John Doolittle
Title: Director

OPEN TEXT GXS, LLC

By: _____


Name: Steve Murphy
Title: President

IN WITNESS WHEREOF, the duly authorized representatives of the undersigned have executed this Agreement as of the date first set forth above.

GXS, INC.

By: _____
Name: John Doolittle
Title: Director

OPEN TEXT GXS, LLC

By: 
Name: Steve Murphy
Title: President

SCHEDULE 1

Transferred Business Assets

1. All Intellectual Property owned or licensed by Seller other than Intellectual Property that is primarily or exclusively used in or related to the Distribution Business and the Network Operating Business;
2. All goodwill of Seller other than goodwill that is primarily or exclusively used in or related to the Distribution Business and the Network Operating Business;
3. All information and records of Seller (other than information and records that are primarily or exclusively used in or related to the Distribution Business and the Network Operating Business), including all business and technical information of or owned by Seller including, but not limited to, customer lists, general future customer renewal and maintenance entitlements (independent of specific distribution rights provided to affiliates), relationships, general future and designs, concepts, compilations of information, methods, techniques, procedures and processes, whether or not patentable, that is not generally known to other persons who are not subject to an obligation of non-disclosure and that derives actual value from not being generally known to other persons; and
4. All shares of GXS Canada.
5. Loan 273 due from Open Text Corporation, consisting of the principal and all interest accrued thereon (the principal of Loan 273 is \$45,000,000, and the interest accrued thereon to the Effective Date is \$988,613).

SCHEDULE 2

Assumed Liabilities

1. All Liabilities arising out of or related to the Transferred Business Assets; provided, that no accounts payable or similar liability arising out of or related to the Transferred Business Assets shall be an Assumed Liability; and
2. All of Seller's obligations as the "Borrower" under the Credit Agreement; provided, that Seller's status as a "Loan Party" pursuant to the Credit Agreement shall not be an Assumed Liability.

SCHEDULE 3

Asset Purchase Price Allocation

- 1. Class I (cash):**
- 2. Class III (accounts receivable from unrelated parties):**
- 3. Class V (accounts receivable from related parties and stock of affiliates):**
- 4. Class VI (non-compete and IP excluding goodwill and going concern value):**
- 5. Class VII (goodwill and going concern value):**