

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Directworks, Inc.		10/26/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ivalua S.A.S.		
Street Address:	69 Rue de Paris		
City:	Orsay		
State/Country:	FRANCE		
Postal Code:	91400		
Entity Type:	Société Par Actions Simplifiée (Sas): FRANCE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4598025	DIRECTWORKS	
Registration Number:	4458138	D	
Registration Number:	4529937	CX4	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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>			
Email:	wtokmakidis@jonesday.com, erosenfelder@jonesday.com		
Correspondent Name:	Jones Day		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281-1047		
ATTORNEY DOCKET NUMBER:	174472-600002		
NAME OF SUBMITTER:	Richard A. Graham		
SIGNATURE:	/Richard A. Graham/		
DATE SIGNED:	07/20/2018		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**Agreement**") is made as of October 26, 2017 (the "**Effective Date**") by and between Directworks, Inc., a Delaware corporation ("**Assignor**"), and Ivalua S.A.S., a French société par actions simplifiée ("**Assignee**"). Assignor and Assignee also may be referred to herein individually as a "**party**" and collectively as the "**parties**." Capitalized terms used and not defined herein will have the same meaning as ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor owns and operates a business that includes the development and marketing of span management software (the "**Business**");

WHEREAS, pursuant to the Asset Purchase Agreement by and among Assignor, Seller Guarantor (for the limited purposes stated therein), Ivalua Inc., and Assignee, dated as of the Effective Date (the "**Asset Purchase Agreement**"), Ivalua Inc. will acquire and assume from the Assignor all of the Purchased Assets (other than the Purchased Intellectual Property) and Assumed Liabilities, all on the terms and subject to the conditions set forth in the Asset Purchase Agreement;

WHEREAS, Assignor holds certain intellectual property rights relating to the Business;
and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign its right, title, and interest in the Purchased Intellectual Property to Assignee.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth herein), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assignment. Assignor agrees to assign, transfer, convey, deliver and set over to Assignee, and hereby irrevocably assigns, transfers, conveys, delivers and sets over to Assignee, and its successors, assigns and other legal representatives, all of Assignor's right, title and interest in and to the Purchased Intellectual Property (as defined in the Asset Purchase Agreement, which for purposes of this Agreement, includes without limitation, the registered Trademarks and Trademark applications listed on the attached Appendix 1, the registered Patents and Patent applications listed on the attached Appendix 2, the Domain Names listed on the attached Appendix 3 and the proprietary Software owned by Assignor listed on the attached Appendix 4), together with the goodwill of the Business associated therewith, any foreign counterparts or equivalents thereto, existing now or in the future, renewals and extensions of any of the foregoing and any Purchased Intellectual Property that may be registered upon or issue from any of the foregoing, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future misappropriation, infringement or other unauthorized use of the Purchased Intellectual Property, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Authorization. Assignor authorizes and requests the United States Copyright Office, the United States Patent and Trademark Office and any other similar governmental authority in countries foreign to the United States to record Assignee as the assignee and owner of the Purchased Intellectual Property, and to register or issue any and all Purchased Intellectual Property thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

3. Further Assurances. Assignor will provide to Assignee, its successors, assigns or other legal representatives reasonable cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (a) preparation and prosecution of any application, continuations, divisions, continuations-in-part, extensions, registrations, renewals, filings or equivalent to any of the foregoing for any of the Purchased Intellectual Property; (b) the prosecution or defense of any interference, opposition, re-examination, reissue, infringement, misappropriation or other proceedings that may arise in connection with any of the Purchased Intellectual Property, including, but not limited to, testifying as to any facts relating to the rights assigned in this Agreement; (c) obtaining any additional protection for any of the Purchased Intellectual Property that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (d) implementation, perfection and/or recording of this Agreement in the United States and any and all applicable foreign jurisdictions.

4. No Additional Representations or Warranties. Assignee acknowledges that Assignor makes no representation or warranty with respect to the Purchase Intellectual Property except as specifically set forth in the Asset Purchase Agreement.

5. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties hereto under or relating to this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, will be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to the conflicts of law rules thereof.

6. Dispute Resolution. This Agreement is governed by and subject in all respects to the Asset Purchase Agreement and in the event that the terms of this Agreement conflict with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement will govern. Any claim, controversy or other matter in question arising from this Agreement will be resolved pursuant to the Asset Purchase Agreement.

7. Counterparts. This Agreement may be executed in any number of counterparts (including facsimile, .PDF, e-mail, and other electronically transmitted counterparts), each of which will be deemed an original and all of which taken together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties has executed and delivered this Intellectual Property Assignment Agreement as of the Effective Date.

ASSIGNOR:

DIRECTWORKS, INC.

By: Michele Myers
Name: MICHELE MYERS
Title: PRESIDENT

ASSIGNEE:

IVALUA S.A.S.

By: _____
Name:
Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 006386 FRAME: 0272

IN WITNESS WHEREOF, each of the parties has executed and delivered this Intellectual Property Assignment Agreement as of the Effective Date.

ASSIGNOR:
DIRECTWORKS, INC.

By: _____
Name:
Title:

ASSIGNEE:
IVALUA S.A.S.

By: _____
Name: David Khuat-Duy
Title: Président

Appendix 1 – Schedule of Registered Trademarks and Trademark Applications

Registration or Application No.	Filing Date	Name
4598025	1/25/2013	DIRECTWORKS
4458138	4/10/2013	Directworks Logo
4529937	7/14/2011	CX4

Appendix 2 – Schedule of Patent Applications and Issued Patents

Application No.	Issued Patent No.	Patent Date	Name
60/603,401			"Systems, Methods and Devices for Extended Enterprise Communication"
11/208,693	7,810,025	10/05/2010	"File Translation Methods, Systems, and Apparatuses for Extended Commerce"
11/208,694	8,170,946	05/01/2012	"Cost Management File Translation Methods, Systems, and Apparatuses for Extended Commerce"
11/209,090			"Collaborative Negotiation Methods, Systems, and Apparatuses for Extended Commerce"
11/209,091	8,712,858	04/29/2014	"Supplier Capability Methods, Systems, and Apparatuses for Extended Commerce"
PCT/US2005/029846			"Methods, Systems, and Apparatuses for Extended Enterprise Commerce"
2005277150	2005277150	09/08/2011	"Methods, Systems, and Apparatuses for Extended Enterprise Commerce"
2,576,976			"Methods, Systems, and Apparatuses for Extended Enterprise Commerce"
200580036172.3			"Methods, Systems, and Apparatuses for Extended Enterprise Commerce"
05 790 367			"Methods, Systems, and Apparatuses for Extended Enterprise Commerce"
835/KOL NP/07			"Methods, Systems, and Apparatuses for Extended Enterprise Commerce"
MX/a/2007/002101	304798	10/31/2012	"Methods, Systems, and Apparatuses for Extended Enterprise Commerce"
09110492.3			"Methods, Systems, and Apparatuses for Extended Enterprise Commerce"
MX/a/2011/008973			"Methods, Systems, and Apparatuses for Extended Enterprise Commerce"
12/052,263			"Method and System for Facilitating a Negotiation"
PCT/US2008/066261			"Method and System for Facilitating a Negotiation"
2,719,086			"Method and System for Facilitating a Negotiation"

Application No.	Issued Patent No.	Patent Date	Name
12/634,253			"Collaborative Negotiation Methods, Systems, and Apparatuses for Extended Commerce"
12/986,643			"Total Cost Management System, Method, and Apparatus"
PCT/US2011/020516			"Total Cost Management System, Method, and Apparatus"
2011203185			"Methods, Systems, and Apparatuses for Extended Enterprise Commerce"