

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Determine, Inc.		04/10/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Corcentric Acquisition, LLC		
Street Address:	200 Lake Drive East, Suite 200		
City:	Cherry Hill		
State/Country:	NEW JERSEY		
Postal Code:	08002		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5177204	DETERMINE	
Registration Number:	5241654	PLATFORMANCE	
Registration Number:	2927890	IASTA	
Registration Number:	3731262	SELECTICA	
Registration Number:	4777469	SELECTICA	
Registration Number:	3420681	SMARTANALYTICS	
Registration Number:	4949303	SMARTCONTRACTS	
Registration Number:	3693608	SMARTCONTRACTS	
Registration Number:	5005867	SMARTSOURCE	
Registration Number:	3356270	SMARTSOURCE	
Registration Number:	3693607	SMARTSOURCE SRM	
Registration Number:	3648950	SMARTOPTIMIZATION	
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<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:	650-493-9300		
Email:	trademarks@wsgr.com		
Correspondent Name:	Wilson Sonsini Goodrich & Rosati		
Address Line 1:	650 Page Mill Road		

CH \$315.00 5177204

TRADEMARK

Address Line 4: Palo Alto, CALIFORNIA 94304-1050

ATTORNEY DOCKET NUMBER: 47488-008

NAME OF SUBMITTER: Aaron Hendelman

SIGNATURE: /Aaron Hendelman/

DATE SIGNED: 04/15/2019

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (“**Assignment**”) is effective as of April 10, 2019 (“**Effective Date**”) by and between Determine, Inc. a Delaware corporation (“**Assignor**”) and Corcentric Acquisition, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of February 10, 2019 (“**Purchase Agreement**”) pursuant to which Assignor has agreed to transfer to Assignee, and Assignee has agreed to receive from Assignor, all right, title and interest in and to trade names, logos, common law trademarks and service marks, trade dress and the trademark and service mark registrations and applications therefor owned by Assignor, including those set forth in Schedule A attached hereto (the “**Trademarks**”), including all goodwill appurtenant thereto, in connection with the transfer of the Assignor’s business to which the Trademarks pertain;

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

1. Assignment. Assignor hereby assigns to Assignee, as successor of the business to which the Trademarks relate, all right, title and interest in and to the Trademarks worldwide, together with (i) the goodwill symbolized by said Trademarks, (ii) all registrations and applications (including intent-to-use applications) for the Trademarks, and (iii) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Trademarks.
2. Recordation. Assignor hereby authorizes the respective trademark office or governmental agency in each jurisdiction to issue any and all registrations which may be granted upon any of the Trademarks in the name of Assignee, as the assignee to the entire interest therein.
3. Further Assurances. Assignor shall execute and deliver such documents and instruments, provide such information, cooperation, assistance and otherwise take such steps as Assignee or its legal representatives may reasonably require, at Assignee’s cost and expense, to evidence and perfect the transfer and assignment to Assignee of the Trademarks and to give Assignee the full benefit of this Assignment. Assignor hereby appoints Assignee’s in-house counsel as Assignor’s attorney-in-fact to execute all documents on behalf of Assignor and its employees (as applicable) for this limited purpose.
4. Governing Law; Interpretation.
 - a. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Nothing contained in this Assignment shall in any way supersede, merge with, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Purchase Agreement nor shall this Assignment reduce, expand or enlarge any remedies arising under the Purchase Agreement. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by the parties hereto.
 - b. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE DELAWARE COURT OF CHANCERY, OR,

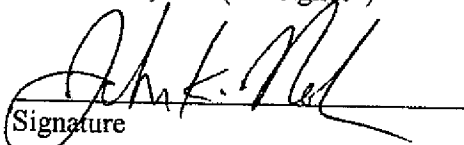
SOLELY IN THE EVENT THAT SUCH COURT DECLINES TO ACCEPT JURISDICTION, OF THE OTHER COURTS OF THE STATE OF DELAWARE AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED WITHIN THE STATE OF DELAWARE, SOLELY WITH RESPECT TO THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS ASSIGNMENT AND OF THE DOCUMENTS REFERRED TO IN THIS ASSIGNMENT, AND IN RESPECT OF THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, AND HEREBY WAIVES, AND AGREES NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDINGS FOR THE INTERPRETATION OR ENFORCEMENT HEREOF OR THEREOF, THAT IT IS NOT SUBJECT THERETO OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SAID COURTS OR THAT VENUE THEREOF MAY NOT BE APPROPRIATE OR THAT THIS ASSIGNMENT OR ANY SUCH DOCUMENT MAY NOT BE ENFORCED IN OR BY SUCH COURTS, AND THE PARTIES HERETO IRREVOCABLY AGREE THAT ALL CLAIMS WITH RESPECT TO SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH A DELAWARE COURT. DURING SUCH PERIOD AND AS TO SUCH MATTERS, THE PARTIES HEREBY CONSENT TO AND GRANT ANY SUCH COURT JURISDICTION OVER THE PERSON OF SUCH PARTIES AND OVER THE SUBJECT MATTER OF SUCH DISPUTE AND AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING IN THE MANNER PROVIDED IN THIS SECTION 4 OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY APPLICABLE LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF. WITH RESPECT TO ANY PARTICULAR ACTION, SUIT OR PROCEEDING, VENUE SHALL LIE IN THE STATE OF DELAWARE.

5. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Until and unless each party has received counterparts hereof signed by the other parties hereto, this Assignment shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). Any signature page delivered electronically or by facsimile (including transmission by Portable Document Format or other fixed image form) shall be binding to the same extent as an original signature page.
6. Severability. If any provision of this Assignment or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Assignment will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties. The parties further agree to replace such void or unenforceable provision of this Assignment with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

(Signature page follows)

IN WITNESS WHEREOF, this Assignment of Trademarks has been duly executed and delivered by an authorized representative of each of the parties, effective as of the Effective Date.

Determine, Inc. ("Assignor")


Signature

John Nolan
Printed Name

Chief Financial Officer and Secretary
Title

Corcentric Acquisition, LLC ("Assignee")

Signature

Printed Name

Title

IN WITNESS WHEREOF, this Assignment of Trademarks has been duly executed and delivered by an authorized representative of each of the parties, effective as of the Effective Date.

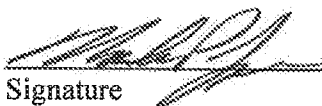
Determine, Inc. ("Assignor")

Signature

Printed Name

Title

Corcentric Acquisition, LLC ("Assignee")



Signature

MARIE JOYCE

Printed Name

CEO

Title

SCHEDULE A**TRANSFERRED TRADEMARKS**

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
DETERMINE	USA	86/714,473	8/4/2015	5177204	4/4/2017
PLATFORMANCE	USA	87/341,860	2/20/2017	5241654	7/11/2017
IASTA (STYLIZED)	USA	78/343,474	12/19/2003	2,927,890	2/22/2005
SELECTICA	USA	77/750,188	6/2/2009	3,731,262	12/29/2009
SELECTICA (AND DESIGN)	USA	85/554,041	2/27/2012	4,777,469	7/21/2015
SMARTANALYTICS	USA	78/953,385	8/16/2006	3,420,681	4/29/2008
SMARTCONTRACTS	USA	86/570,972	3/20/2015	4,949,303	5/3/2016
SMARTCONTRACTS	USA	77/481,435	5/22/2008	3,693,608	10/6/2009
SMARTSOURCE	USA	86/570,992	3/20/2015	5,005,867	7/26/2016
SMARTSOURCE	USA	78/895,600	5/30/2006	3,356,270	12/18/2007
SMARTSOURCE SRM	USA	77/481,426	5/22/2008	3,693,607	10/6/2009
SMARTOPTIMIZATION	USA	78/953,400	8/16/2006	3,648,950	6/30/2009