

FORM PTO-1594 (Rev. 8-93) OMB No. 0651-0011 (exp. 4/94)

REC

08-21-2001

SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings



To the Honorable Commissioner of Patents

attached original documents or copy thereof.

101818475

08/02/01

1. Name of conveying party(ies):

Cohera Corporation

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State - Delaware, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Security Agreement, Other, Merger, Change of Name

Execution Date: July 23, 2001

2. Name and address of receiving party(ies)

Name: PeopleSoft, Inc. Internal Address: Suite 405, Plaza Bldg. C Street Address: 4305 Hacienda Drive City: Pleasanton State: CA ZIP: 94588

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/455948



Trademark Registration No.(s)

2457689

08-02-2001 U.S. Patent & TMO/TM Mail Rpt Dt #11

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Gigi Remington Internal Address: Suite 405, Plaza Bldg. C Legal Department Street Address: 4305 Hacienda Drive City: Pleasanton State: CA ZIP: 94588

6. Total number of applications and registrations involved:

one

7. Total fee (37 CFR 3.41).....\$40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

501730

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Gigi Remington - ELIZABETH BISHOP - Signature

July 30, 2001

Name of Person Signing ON BEHALF OF MS. REMINGTON

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK

REEL: 002351 FRAME: 0718

## ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment") made as of July 23, 2001 by Cohera Corporation, a Delaware corporation ("Assignor"), to PeopleSoft, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated June 12, 2001 (the "Agreement") providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor has adopted, used and is using, in connection with development and marketing of software technology for integrating enterprise and web-based information (the "Business"), certain mark(s) registered in the United States Patent and Trademark Office and other marks not so registered (collectively, as set forth in Schedule 1 hereto and incorporated herein by reference, the "Assigned Marks"); and

WHEREAS, Assignee desires to acquire all right, title and interest of Assignor in, to and under the Assigned Marks and the goodwill with which they are associated and which is symbolized by the Assigned Marks;

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

Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in, to and under the Assigned Marks throughout the world, any registrations and applications for registration thereof, and the goodwill of the Business connected with the use thereof and symbolized thereby, free and clear of all Liens except for Permitted Liens; all rights to apply for registrations for any thereof and any other rights corresponding thereto with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby agrees that it shall and shall cause each of its affiliates to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the rights and obligations provided for in the Agreement, render effective the consummation of the transactions contemplated hereby and thereby, more effectively to vest in Assignee beneficial and record title to the Assigned Marks, and to put Assignee in actual possession and operating control of such Assigned Marks.

All representations and warranties from Assignor to Assignee in the Agreement with respect to the Assigned Marks and the other rights assigned above are incorporated herein by reference. Nothing contained herein shall be deemed to modify, direct, expand or amend any of such representations and warranties or rights and remedies of any Assignor or Assignee under the Agreement.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of July 23, 2001.

**ASSIGNOR:**

Cohera Corporation,  
a Delaware corporation

By: Michael Laven

Name: Michael Laven

Title: CEO

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN FRANCISCO )

On July 23, 2001, before me, Nancy Jong, Notary Public, personally appeared Michael Laven, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Nancy S. Jong  
Notary Public

