

03-13-2002



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RECORDATION FORM COVER SHEET
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies)

Submission Type

- New 2-19-02
- Resubmission (Non-Recordation)
- Document ID # []
- Correction of PTO Error
- Reel # [] Frame # []
- Corrective Document
- Reel # [] Frame # []

Conveyance Type

- Assignment License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger Effective Date
- Change of Name Month Day Year
- Other [] July 13, 2001

Conveying Party

Mark if additional names of receiving parties attached

Name NexPrise, Inc.

Execution Date
Month Day Year
July 13, 2001

Formerly []

- Individual General Partnership Limited Partnership Corporation Association
- Other []
- Citizenship

Receiving Party

Mark if additional names of receiving parties attached

Name Ventro Corporation

DBA/AKA/TA []

Composed of []

Address (line 1) 1500 Plymouth Street

Address (line 2) Mountain View, CA 94043

- Individual General Partnership Limited Partnership Corporation Association
- Other []
- State of Incorporation Delaware
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (*Designation must be a separate document from Assignment.*)

03/12/2002 BYRNE 00000990 071907 76136621

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 50.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PA\823460.1
Gray Cary\PA\10212243.1
2500479-900100

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Domestic Representative Name and Address

Enter the first Receiving Party Only

Name [N/A]

Address (line 1) []

Address (line 2) []

Address (line 3) []

Address (line 4) []

Correspondence Name and Address

Area Code and Telephone Number

Name **Heather A. Dunn, Esq.** (650) 833-2354

Address (line 1) **Gray Cary Ware & Freidenrich LLP**

Address (line 3) **400 Hamilton Avenue**

Address (line 4) **Palo Alto, CA 94301-1833**

Pages Enter the total number of pages of the attached conveyance document including any attachments **Six (6) pages**

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)		Registration Number(s)	
[76/136621]	[76/136624]	[]	[2522171]
[]	[]	[]	[]
[]	[]	[]	[]

Number of Properties

Enter the total amount of properties involved. **Three (3)**

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): **\$90.00**

Method of Payment: Enclosed Deposit Account

Deposit Account #07-1907

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # **07-1907**

Authorization to charge additional fees: Yes No

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. Charges to a deposit account are authorized, as indicated herein.

Heather A. Dunn, Esq.

Signature

February 19, 2002

Date Signed

COPY

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: NexPrise, Inc.

Serial No.: 76/136,621
Filed: September 26, 2000
Mark: NEXPRISE IPTEAM

Law Office: 105

Attorney: David E. Yontef

Box ITU
Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

POWER OF ATTORNEY AT LAW

Sir:

Applicant hereby appoints the following attorneys of the law firm of Gray Cary Ware & Freidenrich:

Allyn Taylor, Esq., Mark F. Radcliffe, Esq., Stacy A. Snowman, Esq., Françoise Gilbert, Esq., Margaret M. Powers, Esq., Michelle R. Harbottle, Esq., Eliane Setton, Esq., Heather Dunn, Esq., Farah Bhatti, Esq., Ian N. Feinberg, Esq., David Dolkas, Esq. and Andrew P. Valentine, Esq. to prosecute this application to register, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the Certificate of Registration.

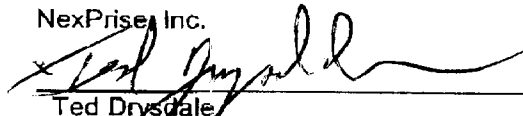
All correspondence concerning this application should be sent to:

Heather A. Dunn, Esq.
GRAY CARY WARE & FREIDENRICH LLP
400 Hamilton Avenue
Palo Alto, CA 94301-1833
(650) 833-2354
hdunn@graycary.com

x 2-14-02

(Date)

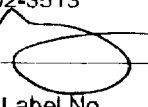
NexPrise, Inc.



Ted Drysdale
Chief Executive Officer

CERTIFICATE OF EXPRESS MAILING

I, Michelle Bootley
do hereby certify that the foregoing document are being deposited with the United States Postal Service as Express Mail, postage prepaid, in an envelope addressed to the Assistant Commissioner of Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513

Signature: 

Express Mail Label No. EL7247612826

Date of Deposit: 2/19/02

**AGREEMENT AND PLAN OF
MERGER AND REORGANIZATION**

dated as of

July 13, 2001

by and among

NEXPRISE, INC.,

VENTRO CORPORATION,

NEPTUNE MERGER CORP.,

RAM SRIRAM

AS STOCKHOLDER REPRESENTATIVE

AND

U.S. BANK TRUST, NATIONAL ASSOCIATION

AS ESCROW AGENT

Term	Section
Surviving Corporation	2.01
Warrant	2.07

ARTICLE 2
THE MERGER

SECTION 2.01. *The Merger.* (a) At the Effective Time, Merger Subsidiary shall be merged with and into the Company in accordance with Delaware Law, whereupon the separate existence of Merger Subsidiary shall cease, and the Company shall be the surviving corporation (the “**Surviving Corporation**”).

(b) The closing of the Merger (the “**Closing**”) will take place as promptly as practicable, but no later than two (2) Business Days after the last to occur of the satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, at the offices of Davis Polk & Wardwell, 1600 El Camino Real, Menlo Park, California, unless another place or time is agreed to in writing by Parent and the Company. The date upon which the Closing actually occurs is herein referred to as the “**Closing Date.**” On the Closing Date, the parties hereto shall cause the Merger to be consummated by filing a certificate of merger with the Secretary of State of the State of Delaware in accordance with the applicable provisions of Delaware Law (with the time of acceptance by the Secretary of State of the State of Delaware being referred to herein as the “**Effective Time**”).

(c) From and after the Effective Time, the Surviving Corporation shall possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions and disabilities of the Company and Merger Subsidiary, all as provided under Delaware Law.

Company Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued by, filed with, or recorded by, any state, government or other public legal authority.

(b) Schedule 4.15 lists all Registered Intellectual Property owned by, or filed in the name of, the Company (the “**Company Registered Intellectual Property**”) and lists any proceedings or actions before any court, tribunal (including the United States Patent and Trademark Office (the “**PTO**”) or equivalent authority anywhere in the world) related to any of the Company Registered Intellectual Property.

(c) Each item of Company Intellectual Property that is owned or controlled by the Company (“**Company Owned Intellectual Property**”), including all Company Registered Intellectual Property listed in Schedule 4.15 and all of Company’s rights in Company Intellectual Property licensed to the Company, is held by the Company free and clear of any Liens, other than (i) Liens for Taxes not yet due and payable, (ii) Liens which do not materially detract from the value, or materially interfere with the present use, of the Company Intellectual Property, and (iii) non-exclusive license rights of third parties who have been granted such rights pursuant to agreements with the Company as listed on Schedule 4.15. The Company (i) is the exclusive owner of all trademarks and trade names used in connection with the operation or conduct of the business of the Company, including the sale of any products or technology or the provision of any services by the Company, and (ii) owns exclusively and has good title to, all copyrighted works that are Company products and that were developed by or specifically on behalf of the Company.

(d) To the extent that any Intellectual Property has been developed or created by any person other than the Company for which the Company has, directly or indirectly, paid, the Company has a written agreement with such person with respect thereto and the Company thereby has obtained ownership of, and is the exclusive owner of, all such Intellectual Property by operation of law or by valid assignment.

(e) The Company has not transferred ownership of or granted any license of or right to use or authorized the retention of any rights to use any Intellectual Property that is or was Company Owned Intellectual Property, to any other person.

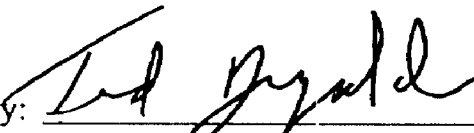
(f) The Company Intellectual Property constitutes all the Intellectual Property used in and/or necessary to the conduct of its business: (i) as it currently is conducted; and (ii) except as set forth in Schedule 4.15 and as set forth below, to the Company’s Knowledge as it is contemplated to be conducted as reflected in

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

VENTRO CORPORATION

By: _____
Name:
Title:


NEXPRISE, INC.

By:  _____
Name: TED DANONLE
Title: CEO

NEPTUNE MERGER CORP.

By: _____
Name:
Title:

STOCKHOLDER REPRESENTATIVE


By:  _____
Name:
Title:

ESCROW AGENT

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.


VENTRO CORPORATION

By: 
Name: DAVID ZECHNER
Title: CFO

NEXPRISE, INC.

By: _____
Name: _____
Title: _____

NEPTUNE MERGER CORP.

By: 
Name: DAVID ZECHNER
Title: President

STOCKHOLDER REPRESENTATIVE

By: _____
Name: _____
Title: _____

ESCROW AGENT

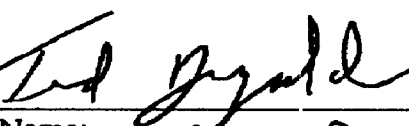
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

VENTRO CORPORATION

By: _____
Name:
Title:

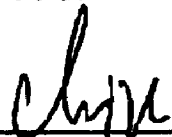
NEXPRISE, INC.

By: 
Name: TED DANWOOLE
Title: CEO

NEPTUNE MERGER CORP.

By: _____
Name:
Title:

STOCKHOLDER REPRESENTATIVE

By: 
Name:
Title:

ESCROW AGENT

By: _____
Name:
Title: