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Form PTO-1034  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



ET U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>06/11/02</u></p> <p><b>DIGITAL FREIGHT EXCHANGE, INC</b></p> <p> <input type="radio"/> Individual(s)      <input type="radio"/> Association  <input type="radio"/> General Partnership      <input type="radio"/> Limited Partnership  <input checked="" type="radio"/> Corporation-Kentucky      <u>9.13.02</u>  <input type="radio"/> Other _____ </p> <p>Additional name(s) of conveying party(ies) attached? <input type="radio"/> Yes <input checked="" type="radio"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Manugistics, Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>9715 Key West Avenue</u></p> <p>City: <u>Rockville</u> State <u>Maryland</u> Zip <u>20850</u></p> <p> <input type="radio"/> Individual(s) citizenship _____  <input type="radio"/> Association _____  <input type="radio"/> General Partnership _____  <input type="radio"/> Limited Partnership _____  <input checked="" type="radio"/> Corporate-State <u>Delaware</u>  <input type="radio"/> Other _____ </p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: ? <input type="radio"/> Yes <input type="radio"/> No (Designations must be a separate document from assignment)</p> <p>Additional name(s) &amp; address(es) attached? <input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p>3. Nature of conveyance:</p> <p> <input checked="" type="radio"/> Assignment      <input type="radio"/> Merger  <input type="radio"/> Security Agreement      <input type="radio"/> Change of Name  <input type="radio"/> Other _____ </p> <p>Execution Date: <u>May 23, 2002</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> <p><u>75/940,483</u></p> <p>B. Trademark Registration No.(s)</p> <p>Additional number(s) attached <input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Shelly L. McGee, Esq.</u></p> <p>Internal Address: <u>Hogan &amp; Hartson LLP</u></p> <p>Street Address: <u>555 Thirteenth Street, N.W.</u></p> <p>City: <u>Washington</u> State: <u>DC</u> Zip: <u>20004</u></p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u></p> <p> <input checked="" type="radio"/> Enclosed  <input checked="" type="radio"/> Authorized to be charged to deposit account </p> <p>8. Deposit account number:</p> <p><u>50-1349</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
<p style="text-align: center;"><b>DO NOT USE THIS SPACE</b></p>	
<p>9. Statement and signature.</p> <p><i>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.</i></p> <p><u>Shelly L. McGee</u>      <u>Shelly L. McGee</u>      <u>June 11, 2002</u></p> <p>Name of Person Signing      Signature      Date</p> <p>Total number of pages including cover sheet, attachments, and document: 1</p>	

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

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**ASSIGNMENT OF TRADEMARKS**

This **ASSIGNMENT OF TRADEMARKS** (the "Assignment") is entered into this \_\_\_\_\_ day of May 2002 by and between Manugistics, Inc., a Delaware corporation with its principal place of business at 9715 Key West Avenue, Rockville, Maryland 20850 (the "Assignee"), and Digital Freight Exchange, Inc. a Kentucky corporation with its principal place of business at 2155 Young Drive, Lexington, KY 40505 ("Assignor").

**WHEREAS**, Assignor owns various trademarks, domain names and trade names, along with certain applications and registrations therefor, which are identified on the Schedule of Trademarks and Domain Names attached hereto as Exhibit 1 (the "Marks");

**WHEREAS**, Assignee desires to acquire all right, title and interest in and to the Marks, throughout the world, together with the goodwill of the business symbolized by the Marks from Assignor; and

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

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Marks throughout the world together with the goodwill of the business symbolized by the Marks, including all trademark applications and registrations and domain name registrations therefor. Assignor further sells, assigns, transfers and sets over to Assignee the right to apply for trademark registrations and domain name registrations and to sue and collect damages and/or profits for both past and present infringements of the Marks.

2. At any time, and from time to time after the date hereof, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action at Assignee's expense as Assignee may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Assignee and to confirm Assignee's title to the Marks and any and all trademark applications and registrations and domain name registrations therefor, and to assist Assignee in exercising all rights with respect thereto.

3. This Assignment shall be binding upon the parties, their successors, heirs, assigns, legal representatives and all others acting by, through, with or under their direction, and all those in privity therewith.

4. Assignee shall record this Assignment of Trademarks with the United States Patent and Trademark Office.

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

**ASSIGNOR:**  
DIGITAL FREIGHT EXCHANGE, INC.

By: Benjamin Lee Kessiger III  
Name: Benjamin Lee Kessiger III  
Title: President + CEO

**ASSIGNEE:**  
MANUGISTICS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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P. 2

**ASSIGNMENT OF TRADEMARKS**

This **ASSIGNMENT OF TRADEMARKS** (the "Assignment") is entered into this 23 day of May 2002 by and between Manugistics, Inc., a Delaware corporation with its principal place of business at 9715 Key West Avenue, Rockville, Maryland 20850 (the "Assignee"), and Digital Freight Exchange, Inc. a Kentucky corporation with its principal place of business at 2155 Young Drive, Lexington, KY 40505 ("Assignor").

**WHEREAS**, Assignor owns various trademarks, domain names and trade names, along with certain applications and registrations therefor, which are identified on the Schedule of Trademarks attached hereto as Exhibit 1 (the "Marks");

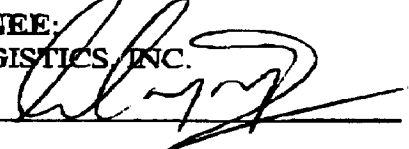
**WHEREAS**, Assignee desires to acquire all right, title and interest in and to the Marks, throughout the world, together with the goodwill of the business symbolized by the Marks from Assignor; and

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

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Marks throughout the world together with the goodwill of the business symbolized by the Marks, including all trademark applications and registrations and domain name registrations therefor. Assignor further sells, assigns, transfers and sets over to Assignee the right to apply for trademark registrations and domain name registrations and to sue and collect damages and/or profits for both past and present infringements of the Marks.
2. At any time, and from time to time after the date hereof, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action at Assignee's expense as Assignee may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Assignee and to confirm Assignee's title to the Marks and any and all trademark applications and registrations and domain name registrations therefor, and to assist Assignee in exercising all rights with respect thereto.
3. This Assignment shall be binding upon the parties, their successors, heirs, assigns, legal representatives and all others acting by, through, with or under their direction, and all those in privity therewith.
4. Assignee shall record this Assignment of Trademarks with the United States Patent and Trademark Office.

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

**ASSIGNOR:**  
DIGITAL FREIGHT EXCHANGE, INC.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**  
MANUGISTICS, INC.  
By:   
Name: Raghavan Rajaji  
Title: Exec. Vice President &  
Chief Financial Officer

**EXHIBIT 1**  
**SCHEDULE OF TRADEMARKS AND DOMAIN NAMES**


**A. United States Trademark Applications and Registrations**

<b>Mark</b>	<b>APPLN NO./ SERIAL NO.</b>	<b>Goods and Services</b>
DIGITAL FREIGHT EXCHANGE	USSN 75/801,849	Maintaining an exchange service for others, namely, providing a service for matching shippers and freight carriers via a global computer information network
DIGITALPROFILE	USSN 78/055,160	Maintaining an exchange service for others, namely, providing a service for matching shippers and freight carriers via a global computer information network
DIGITALTENDER	USSN 78/010,773	Maintaining an exchange service for others, namely, providing a service for matching shippers and freight carriers via a global computer information network
DIGITALRFQ	USSN 78/010,772	Maintaining an exchange service for others, namely, providing a service for matching shippers and freight carriers via a global computer information network
DIGITALRFI	USSN 78/010,771	Maintaining an exchange service for others, namely, providing a service for matching shippers and freight carriers via a global computer information network
CREATING AN EFFICIENT MARKET	USSN 78/010,645	Maintaining an exchange service for others, namely, providing a service for matching shippers and freight carriers via a global computer information network
DIGITAL FREIGHT EXCHANGE and Design	USSN 78/003,456	Maintaining an exchange service for others, namely, providing a website for matching shippers and freight carriers via a global computer information network
DIGITAL FREIGHT	USSN 75/955,519	Maintaining an exchange service for others, namely, providing a website for matching shippers and freight carriers via a global computer information network
DIGITALFREIGHTX	USSN 75/940,483	Maintaining an exchange service for others, namely, providing a website for matching shippers and freight carriers via a global computer information network

**B. Foreign Trademark Applications and Registrations**

Region	Mark	Class	Description
EUROPE	DIGITAL FREIGHT	CTM 2,501,880	Maintaining an exchange service for others, namely, providing a website for matching shippers and freight carriers via a global computer information network
EUROPE	DIGITALRFQ	CTM 2,497,600	Maintaining an exchange service for others, namely, providing a service for matching shippers and freight carriers via a global computer information network

**C. Unregistered/Common Law Marks**

Mark
DIGITAL FREIGHT MARKETPLACE
DIGITAL FREIGHT EXCHANGE
DIGITALPROFILE
DIGITALTENDER
DIGITALRFQ
DIGITALRFI
CREATING AN EFFICIENT MARKET
DIGITAL FREIGHT
DIGITALFREIGHTX
The circling electron design portion shown in the three logos attached hereto as Attachment A
The gray/blue box design portion shown in the below DIGITAL FREIGHT logo


**D. Domain Name Registrations**

www.Carrierprofiles.com  
www.Carrierfile.com  
www.Digitalfreightsucks.com  
www.Digitalfreight.org  
www.Digitalfreight.net  
www.Digitalfreight.com

**E. Trade Names**

Digital Freight, Inc.  
DFE, Inc.  
Digital Freight  
Digital Freight Exchange, Inc.  
BidLinx

ATTACHMENT A



These  
ARE NOT  
IP. 1, Wrap<sup>3</sup>