

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Requisite Technology Inc.		10/13/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Requisite Software, Inc.		
Street Address:	200 East Randolph Street		
Internal Address:	Suite 2435		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3191095	DATASYNC	
CORRESPONDENCE DATA			
Fax Number:	6082832275		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	lmkonkel@michaelbest.com		
Correspondent Name:	Michael Best & Friedrich LLP		
Address Line 1:	Laura M. Konkel		
Address Line 2:	One South Pinckney Street, Suite 700		
Address Line 4:	Madison, WISCONSIN 53701		
ATTORNEY DOCKET NUMBER:	026436-9113		
NAME OF SUBMITTER:	Laura M. Konkel		
Signature:	/Laura M. Konkel/		

Date:

05/24/2013

Total Attachments: 9

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EXECUTION VERSION

THIS ASSET PURCHASE AGREEMENT is made the 13th day of October, 2009

B E T W E E N:

Requisite Software, Inc., a corporation governed by the laws of
Delaware,

(the "**Buyer**")

- and -

Requisite Technology Inc., a corporation governed by the laws of
Delaware,

(the "**Seller**")

RECITALS:

[REDACTED]

B. The Seller has agreed to sell to the Buyer and the Buyer has agreed to purchase from the Seller substantially all of the assets, property, liabilities and undertakings of and relating to the Business, on the terms and conditions of this Agreement.

THEREFORE the parties agree as follows:

**ARTICLE 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION**

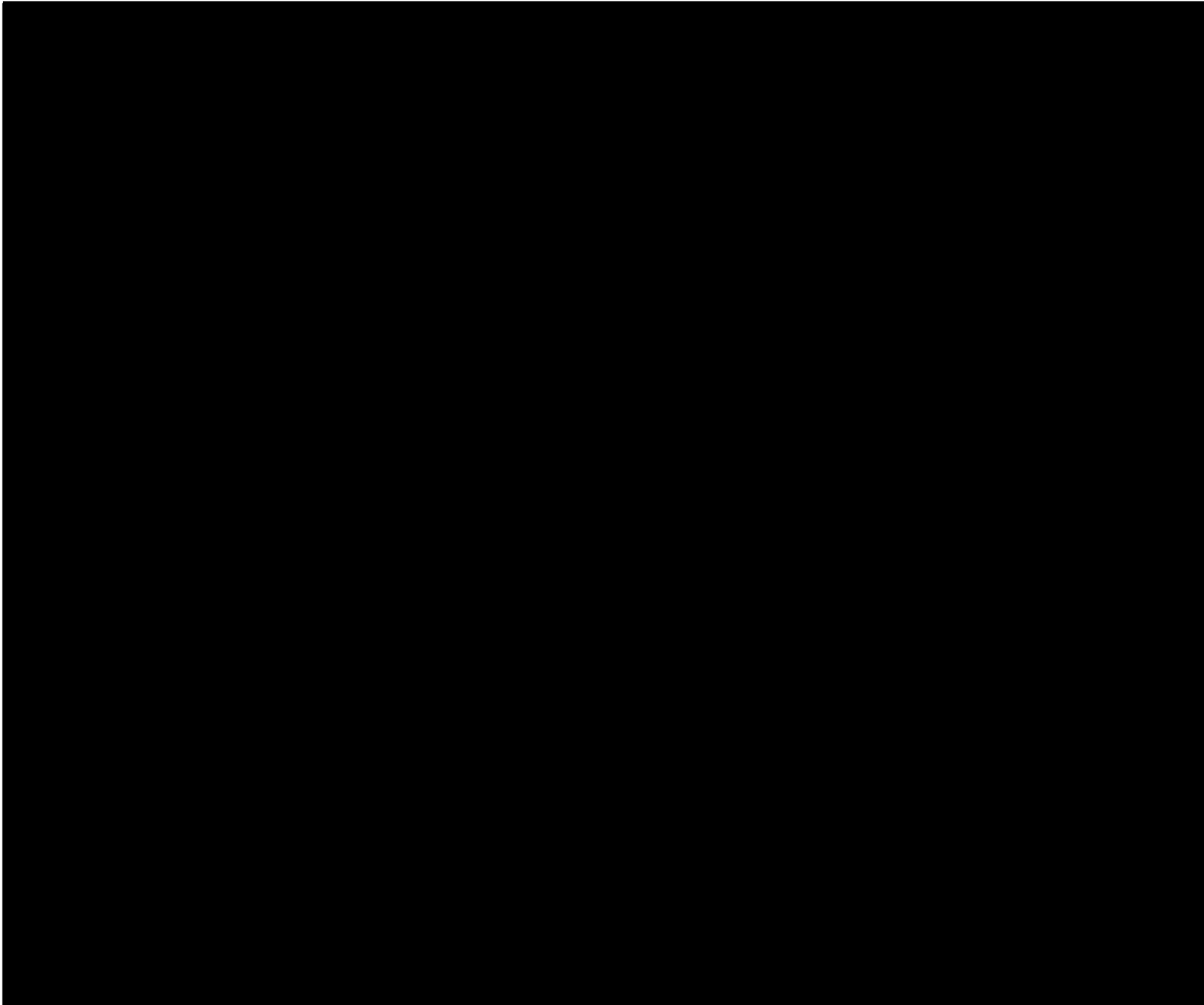
1.1 Definitions

Whenever used in this Agreement the following words and terms have the meanings set out below:

[REDACTED]

1.1.3 "**Agreement**" means this Asset Purchase Agreement, including all schedules, and all amendments or restatements, as permitted, and references to "**Article**" or "**Section**" mean the specified Article or Section of this Agreement;

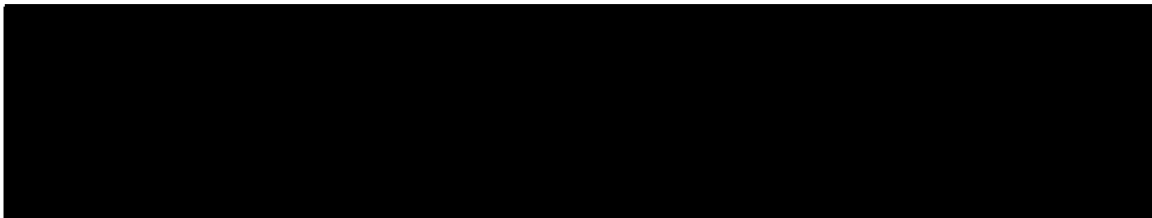
[Pages 2-5 Redacted]



1.1.26 “**Intellectual Property**” means any intellectual property and all rights therein and thereto owned by the Seller or exclusively used by the Seller in carrying on the Business, including without limitation (a) all inventions (whether patentable or un-patentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications and patent disclosures, together with all re-issuances, continuations, continuations-in-part, revisions, extensions and re-examinations thereof, (b) all trademarks, service marks, trade dress, logos, trade names, corporate names (including the name “Requisite Technology, Inc.”) and domain names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) all works of authorship and other copyrightable works (including the Requisite Software and all other software, databases, and similar products), all copyrights and all applications, registrations and renewals in connection therewith, (d) all mask works and all applications, registrations and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals), and (f) all copies and tangible embodiments thereof (in whatever form or medium);



1.1.36 “**Purchased Assets**” means all of the Seller’s right, title and interest in, to and under, or relating to, the assets, property, and undertaking, owned or used or held by Seller, except for the Excluded Assets, including the following properties, assets and rights:



(d) the Intellectual Property;


[Pages 8-9 Redacted]



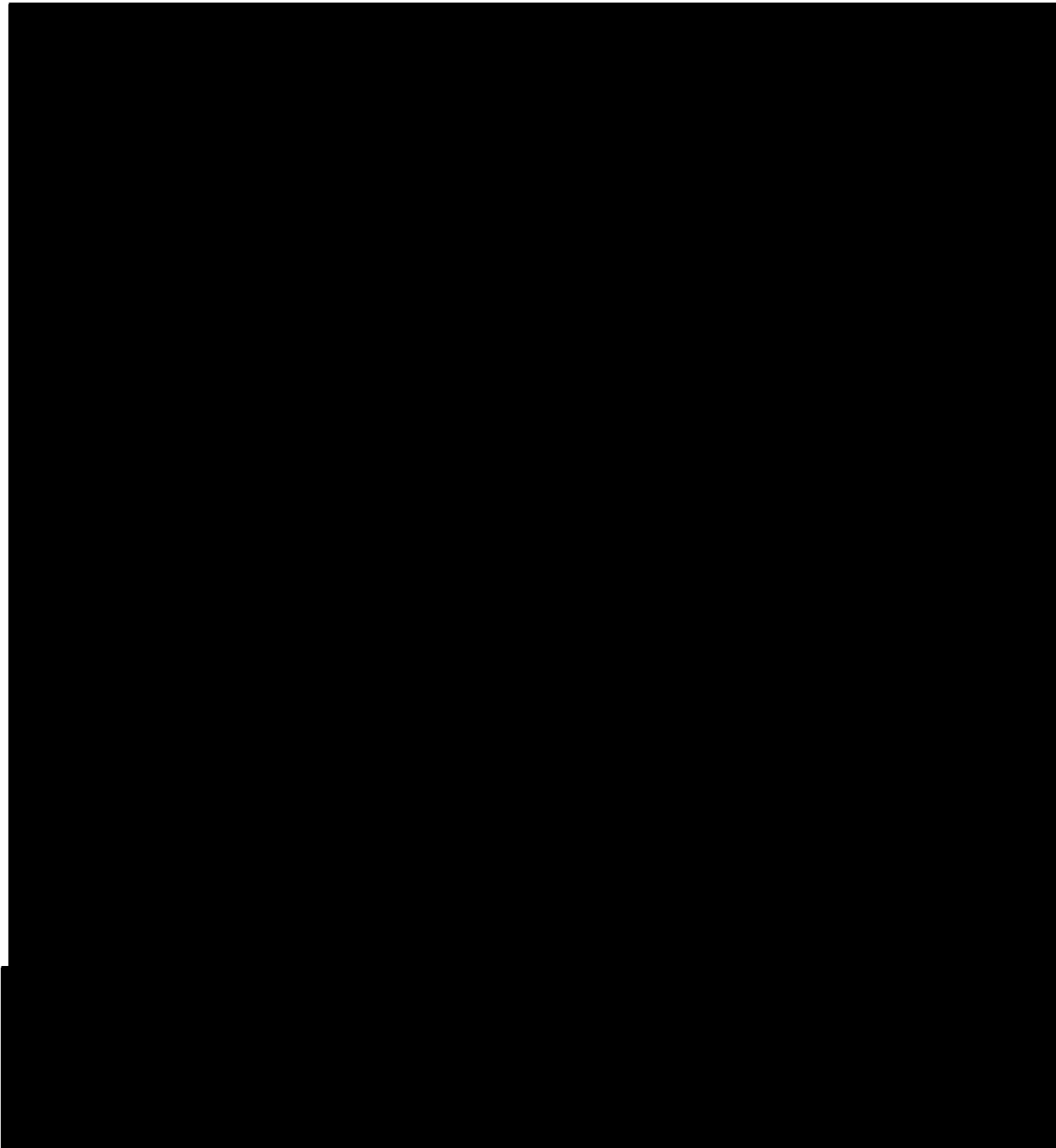
**ARTICLE 2
PURCHASE AND SALE**

2.1 Purchase and Sale of Purchased Assets

Subject to the provisions of this Agreement, the Seller hereby sells, transfers and assigns to the Buyer, and the Buyer hereby purchases and accepts assignment of the Purchased Assets, in consideration of the Purchase Price. The Buyer does not take any interest in, and Seller shall retain all rights in, the Excluded Assets.




[Pages 11-26 Redacted]



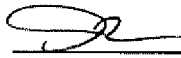
[Signature lines are on the following page.]

IN WITNESS OF WHICH, the Parties have executed this Agreement.

REQUISITE TECHNOLOGY INC.

Per: 
Name: David B. Livingston
Title: Vice President

REQUISITE SOFTWARE, INC.

Per: 
Name: Justin Dearborn
Title: CEO