

U.S. DEPARTMENT OF COMMERCE
RECORDATION FORM COVER SHEET Pat
TRADEMARKS ONLY

08-07-2001



To the Honorable Commissioner of Patents and

Original document or copy thereof.

1. Name of Party(ies) conveying an interest:

101802101

Name and Address of Party(ies) receiving an interest:

i2 Technologies, Inc.
11701 Luna Road
Dallas, TX 75234

07/23/01

i2 Technologies US, Inc.
11701 Luna Road
Dallas, TX 75234

<input type="checkbox"/>	Individual(s)	<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Limited Partnership
<input checked="" type="checkbox"/>	Corporation - Delaware		
<input type="checkbox"/>	Other		

<input type="checkbox"/>	Individual	<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Limited Partnership
<input checked="" type="checkbox"/>	Corporation - Nevada		
<input type="checkbox"/>	Other		
<input type="checkbox"/>	Citizenship		

3. Interest Conveyed:

<input checked="" type="checkbox"/>	Assignment	<input type="checkbox"/>	Change of Name
<input type="checkbox"/>	Security Agreement	<input type="checkbox"/>	Merger
<input type="checkbox"/>	Other		

If not domiciled in the United States, a domestic representative designation is attached:

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

Effective Date:

4. Application number(s) or registration number(s). Additional sheet attached?

Yes	X	No
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A. Trademark Application No.(s) 75/871,637; 75/871,649/ 75/935,914; 76/002,904; 76/097,953; 76/143,295; 76/143,296; 76/162,689; and 76/218,843

B. Trademark Registration No.(s) 1,890,871; 1,943,519; 2,072,090; 2,201,828; 2,057,831; 2,283,176; 2,331,370; 2,377,072; and 2,469,006

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

Name: Roxanne E. Morgan, Esq.
i2 Technologies, Inc.

Street Address: P. O. Box 819025

City: Dallas
State: Texas Zip: 75381-9025

6. Number of applications and registrations involved: 18

7. Amount of fee enclosed or authorized to be charged: \$720.00

8. Deposit account number 500777 (Attach duplicate copy of this form if paying by deposit account): The Commissioner is authorized to pay any fees necessary for the assignment of these applications & registrations.

08/06/2001 LMUELLER 00000117 500777 75871637

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 425.00 CH

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.

Roxanne E. Morgan
Name of Person Signing

Roxanne E. Morgan
Signature

July 23, 2001
Date

Total number of pages including cover sheet

OMB No. 0651-0011 (exp 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information:

Commissioner of Patent and Trademarks

Box Assignments

Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

NUNC PRO TUNC TRADEMARK ASSIGNMENT

WHEREAS, i2 TECHNOLOGIES, INC. (hereafter "Assignor"), a Delaware corporation, having an address of 11701 Luna Road, Dallas, Texas 75234, is the owner of all right, title and interest in and to the trademark registrations and trademark applications set forth on Exhibit A attached hereto, and the marks therefore, and the goodwill of the business associated therewith and symbolized by such trademark applications and trademark registrations (hereafter the "Trademark Property"); and

WHEREAS, i2 TECHNOLOGIES US, INC. (hereafter "Assignee"), a Nevada corporation, having an address of 11701 Luna Road, Dallas, Texas 75234, did acquire all right, title and interest in and to the Trademark Property in the United States of America as the result of an assignment of the Trademark Property on July 1, 2001.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, assign, transfer and set over *Nunc Pro Tunc* to Assignee, all right, title and interest in and to the Trademark Property in the United States of America, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Trademark Property may be registered or renewed as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee.

Assignor also assigns unto Assignee all claims for damages by reason of infringement in the United States of America prior to the assignment date of the Trademark Property, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor also will communicate to Assignee any facts known to it respecting any improvements; and, at the expense of Assignee, will testify in any legal proceedings, sign all lawful papers, make lawful declarations, and generally do everything possible to vest such right, title, and interest in Assignee and to aid Assignee to obtain and enforce proper protection for said Trademark Property.

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed on the date and in the capacity shown below.

i2 TECHNOLOGIES, INC.

i2 TECHNOLOGIES US, INC.

By: 
Robert C. Donohoo

By: 
Robert C. Donohoo

Its: Corporate Secretary and
Corporate Counsel

Its: Vice President

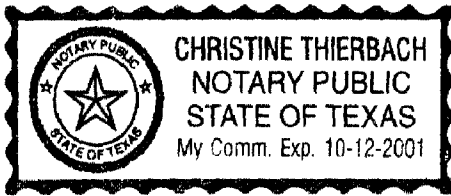
Date: July 19, 2001

Date: July 19, 2001

STATE OF TEXAS §

COUNTY OF DALLAS §

On this 19th day of July, 2001, personally appeared before me, ROBERT C. DONOHOO, to me known and known to me to be the Corporate Secretary and Corporate Counsel of i2 Technologies, Inc., the Assignor above named, and acknowledged that he executed the foregoing assignment on behalf of said Assignor and pursuant to authority duly received.



Christine Thierbach

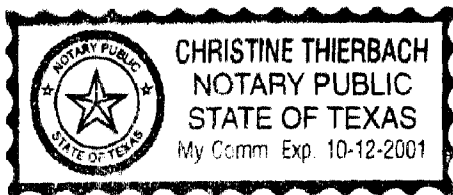
Christine Thierbach
Notary Public in and for the State of Texas

My Commission Expires: October 12, 2001

STATE OF TEXAS §

COUNTY OF DALLAS §

On this 19th day of July, 2001, personally appeared before me, ROBERT C. DONOHOO, to me known and known to me to be the Vice President of i2 Technologies US, Inc., the Assignee above named, and acknowledged that he executed the foregoing assignment on behalf of said Assignee and pursuant to authority duly received.



Christine Thierbach

Christine Thierbach
Notary Public in and for the State of Texas

My Commission Expired: October 12, 2001

EXHIBIT A

U. S. Trademark Applications

Serial No.	Filing Date	Mark
75/871,637	12/14/99	RHYTHM
75/871,649	12/14/99	I2
75/935,914	03/04/00	FREIGHTMATRIX
76/002,904	01/27/00	TRADEMATRIX
76/097,953	07/27/00	EPLANET
76/143,295	10/10/00	I2
76/143,296	10/10/00	POWERING THE BOTTOM LINE
76/162,689	11/09/00	I2 & Design
76/218,843	03/02/01	PLANET

U. S. Trademark Registrations

Reg. No.	Reg. Date	Mark
1,890,871	04/25/95	RHYTHM
1,943,519	12/26/95	I I2 Technologies & Design
2,072,090	06/17/97	I2
2,201,828	11/03/98	RHYTHMLINK
2,057,831	04/29/97	GLOBAL SUPPLY CHAIN MANAGEMENT
2,283,176	10/05/99	PLANET
2,331,370	03/21/00	Miscellaneous Design (Juggler)
2,377,072	08/15/00	EBPO ELECTRONIC BUSINESS PROCESS OPTIMIZATION
2,469,006	07/17/01	TRADEMATRIX.COM