


RECORDATION FORM COVER SHEET		U.S. DEPARTMENT OF COMMERCE
TRADEMARKS ONLY		U.S. Patent and Trademark Office
Form PTO-1594 (Rev. 03/01) OMB No. 0631-0027 (exp. 5/31/2002)		
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>Timera, Inc.</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - State <u>Colorado</u> <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <hr/> <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>To correct recordal of assignors name on a document previously recorded</u> Execution Date: <u>on reel/frame 2847/0047</u> <u>January 29, 2004</u></p>	<p>2. Name and address of receiving party(ies):</p> <p>Name <u>JDA Software Group, Inc.</u> Internal _____ Address: _____</p> <p>Street Address: <u>14400 North 87th Street</u> City: _____ State: _____ Zip _____</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - State <u>Delaware</u> <input type="checkbox"/> Other</p> <p style="font-size: x-small;">If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>4. Application numbers(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> <p style="text-align: right;">B. Trademark Registration No.(s):</p> <p style="text-align: center;"><u>2554063</u></p> <p style="text-align: right;">Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Allyn Taylor, Esq.</u> Internal Address: _____ <u>Gray Cary Ware & Freidenrich</u> Street Address: <u>2000 University Avenue</u> <u>East Palo Alto, CA 94303</u> City: _____ State: _____ Zip: _____</p>	<p>6. Total number of applications and registrations involved: One <input checked="" type="checkbox"/></p> <hr/> <p>7. Total Fee (37 CFR 3.41) \$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <hr/> <p>8. Deposit Account Number: <u>07-1907</u> <u>Gray Cary Ware & Freidenrich</u> (Attach duplicate copy of this page if paying by deposit account)</p>	
DO NOT USE THIS SPACE		
<p>9. Statement and signature</p> <p style="text-align: center; font-size: x-small;"><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>Allyn Taylor, Esq.</u>  <u>9/1/04</u> Name of Person Signing Signature Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments and document: <input checked="" type="checkbox"/> 9</p>		

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

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

05/11/2004
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Timera Texas, Inc. and Timera, Inc.		01/29/2004	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	JDA Software Group, Inc.		
Street Address:	14400 North 87th Street		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85260		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2554063	TIMERA	
CORRESPONDENCE DATA			
Fax Number:	(512)457-7001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	512.457.7025		
Email:	ssutton@graycary.com		
Correspondent Name:	Steven R. Sprinkle		
Address Line 1:	1221 South MoPac		
Address Line 2:	Suite 400		
Address Line 4:	Austin, TEXAS 78716		
ATTORNEY DOCKET NUMBER:	102128-900124		
NAME OF SUBMITTER:	Stacy Sue Sutton for Steve Sprinkle		
Total Attachments: 5 source=timera_T_1#page1.tif source=timera_T_2#page1.tif source=timera_T_3#page1.tif source=timera_T_4#page1.tif			

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05/12/2004 REEL: 002949 FRAME: 0471

Execution copy

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "**Agreement**") is made and entered into by and among Timera Texas, Inc., a Texas corporation, and Timera, Inc., a Colorado corporation (together the, "**Assignors**"), and JDA Software Group, Inc., a Delaware corporation ("**Assignee**"), and shall be effective as of January 29, 2004.

RECITALS

WHEREAS, Assignee and Assignors, among others, are parties to that certain Asset Purchase Agreement dated of even date herewith (the "**Asset Purchase Agreement**");

WHEREAS, capitalized terms not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement; and

WHEREAS, Assignee desires to acquire from Assignors all of Assignors' right, title and interest in the Acquired Intellectual Property, including without limitation those set forth on Exhibit A attached hereto and incorporated herein by reference.

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

AGREEMENT

1. Assignment.

1.1 Assignors hereby irrevocably assign, convey, otherwise transfer and agree to transfer to Assignee, and its respective successors and assigns, all right, title and interest worldwide in and to the Acquired Intellectual Property, including, without limitation, those items described on Exhibit A, and all proprietary rights therein, including, without limitation, all copyrights, trademarks and their associated good will, patents, trade secret rights, moral rights and other intellectual property rights, all applications and registrations, any and all divisional, continuation, continuation-in-part, reexamination, reissue, foreign and other applications and registrations claiming priority to any application or registration described or listed herein, and any and all inventions disclosed within any of the applications or registrations described or listed herein, and all claims and causes of action of respect to any of the foregoing, whether now in existence or hereafter to come into existence.

1.2 If Assignors have any rights to the Acquired Intellectual Property that cannot be assigned as described above including, without limitation, any moral rights or the equivalent thereof, Assignors agree to waive enforcement world-wide of such rights against Assignee, its officers, directors, stockholders, agents and employees. If Assignors have any rights to the Acquired Intellectual Property that cannot be assigned or waived as described above, Assignors hereby grant and agree to grant to Assignee an exclusive, irrevocable, fully paid-up, and royalty free license, in perpetuity and world-wide, to fully exercise such rights, including rights to sublicense through multiple tiers of sublicenses. These rights are assignable by Assignee.

2. Assistance. Assignors hereby agree, on its own volition and at Assignee's request and expense, to execute, take all actions and deliver any and all documents, agreements, assignments or transfers necessary or appropriate to perfect or implement this assignment or the rights of the Assignee in the Acquired Intellectual Property. In the event that Assignee is unable for any reason to secure Assignors' signature to any document required to apply for or execute any United States or foreign patent,

copyright or other applications with respect to the Acquired Intellectual Property (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), Assignors hereby irrevocably designate and appoint Assignee and its duly authorized officers and agents as Assignors' agent and attorney-in-fact to act for and in their behalf, and instead of Assignors, to execute and file any such applications and to do all other lawfully permitted acts to further the perfection, prosecution and issuance of copyrights or other rights therein with the same legal force and effect as if executed by Assignors.

3. Miscellaneous. This Agreement shall be governed by the laws of the State of Delaware without reference to its conflicts of law principles. If any one or more provisions of this Agreement shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected or impaired thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law or applicable court decisions. This Agreement, together with any attachments and exhibits hereto, and Asset Purchase Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement, and supersedes any and all other agreements, written or oral, that the parties heretofore may have had with respect to the subject matter herein. In the event that terms herein are contrary or contradict the terms in the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the same instrument. No modification or waiver of any provision in this Agreement will be effective unless made in writing signed by Assignors and Assignee. Assignors acknowledge that Assignee may assign the Acquired Intellectual Property. The rights and obligations of this Agreement shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, legal representatives and assigns.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Agreement as of the date first set forth above.

ASSIGNORS:

ASSIGNEE:

TIMERA TEXAS, INC.,
a Texas corporation

JDA SOFTWARE GROUP, INC.,
a Delaware corporation

By: *RM Gozia*
Print: Richard M. Gozia
Title Chief Executive Officer
Date _____

By: _____
Print: _____
Title: _____
Date: _____

TIMERA, INC.,
a Colorado corporation

By: *RM Gozia*
Print: RICHARD M. GOZIA
Title CHIEF EXECUTIVE OFFICER
Date _____

Signature Page to IP Assignment Agreement

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Agreement as of the date first set forth above.

ASSIGNORS:

ASSIGNEE:

TIMERA TEXAS, INC.,
a Texas corporation

JDA SOFTWARE GROUP, INC.,
a Delaware corporation

By: _____

By:  _____

Print: Richard M. Gozia

Print: Hamish Brewer

Title Chief Executive Officer

Title: CHIEF EXECUTIVE OFFICER

Date _____

Date: _____

TIMERA, INC.,
a Colorado corporation

By: _____

Print: _____

Title _____

Date _____

Signature Page to IP Assignment Agreement

Exhibit A

Intellectual Property

Trademarks (as defined in the Asset Purchase Agreement): Assignors' rights and interest in the following trademarks and service marks:

Timera (U.S. Reg. no. 2254063)

Timera and Clock design (U.S. Reg. No. 2789351)

EWM, Timera & Clock Design (U.S. Reg. No. 2727891)

FDS

SoftThought

SoftThought Systems

Timera Solutions

FDS Analyzer

FDS Central Office

DataNex

"Workforce Management. It's About Time."

"A new era in workforce management"