

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	04/24/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Manugistics Group, Inc.		04/24/2006	CORPORATION:

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:

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	74442938	COMPASSENTERPRISE
Serial Number:	76207833	ENTERPRISE PROFIT OPTIMIZATION
Serial Number:	76183560	EXCHANGEWORCS
Serial Number:	73654236	LOGISTICS PLUS
Serial Number:	74186359	MANUGISTICS
Serial Number:	75204902	MANUGISTICS NETLINK
Serial Number:	75354208	MANUGISTICS NETWORKS
Serial Number:	76215170	NETWORKS PRECISION PRICING
Serial Number:	74435122	WDS
Serial Number:	76120119	MANUGISTICS LEVERAGED INTELLIGENCE
Serial Number:	75892591	SPACEWORKS
Serial Number:	76084643	SPACEWORKS

OP \$315.00 74442938

CORRESPONDENCE DATA

Fax Number: (619)515-1481

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 619-515-1489

Email: jkim@ipla.com

Correspondent Name: John M. Kim

Address Line 1: 600 W Broadway

Address Line 2: Suite 1520

Address Line 4: San Diego, CALIFORNIA 92101

NAME OF SUBMITTER:	John M. Kim
Signature:	/John M. Kim/
Date:	09/25/2006

Total Attachments: 14

source=JDA Manugisitics Assignment Documents#page1.tif
source=JDA Manugisitics Assignment Documents#page2.tif
source=JDA Manugisitics Assignment Documents#page3.tif
source=JDA Manugisitics Assignment Documents#page4.tif
source=JDA Manugisitics Assignment Documents#page5.tif
source=JDA Manugisitics Assignment Documents#page6.tif
source=JDA Manugisitics Assignment Documents#page7.tif
source=JDA Manugisitics Assignment Documents#page8.tif
source=JDA Manugisitics Assignment Documents#page9.tif
source=JDA Manugisitics Assignment Documents#page10.tif
source=JDA Manugisitics Assignment Documents#page11.tif
source=JDA Manugisitics Assignment Documents#page12.tif
source=JDA Manugisitics Assignment Documents#page13.tif
source=JDA Manugisitics Assignment Documents#page14.tif

AGREEMENT AND PLAN OF MERGER

BY AND BETWEEN

JDA SOFTWARE GROUP, INC.,

STANLEY ACQUISITION CORP.

AND

MANUGISTICS GROUP, INC.

April 24, 2006

AU\4178491.6
328800-28

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of April 24, 2006, is entered into by and between JDA Software Group, Inc., a Delaware corporation ("Parent"), Stanley Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and Manugistics Group, Inc., a Delaware corporation (the "Company").

WITNESSETH:

WHEREAS, upon the terms and subject to the conditions of this Agreement and in accordance with the Delaware General Corporation Law (the "DGCL"), Parent, Merger Sub and the Company will enter into a business combination transaction pursuant to which Merger Sub will merge with and into the Company (the "Merger"); and

WHEREAS, each of the Boards of Directors of Parent, Merger Sub and the Company (i) has determined that the Merger is fair to, and in the best interests of, the corporation and its stockholders and (ii) has approved this Agreement, the Merger and the other transactions contemplated by this Agreement; and

WHEREAS, Parent, Merger Sub and the Company desire to make certain representations, warranties, covenants and agreements in connection with the Merger and also to prescribe various conditions to the Merger; and

WHEREAS, concurrently with the execution and delivery of this Agreement and as a condition and inducement to Parent's willingness to enter into this Agreement, the stockholders of the Company listed on Schedule A are executing and delivering one or more Voting Agreements, dated as of the date of this Agreement, in the form attached hereto as Exhibit A (the "Voting Agreements") pursuant to which such stockholders are, among other things, agreeing to vote in favor of the adoption of and otherwise to support this Agreement and the transactions contemplated hereby; and

WHEREAS, Parent shall obtain certain debt and equity financing, as more fully described in Section 3.2(f) below (together, the "Financing"), in connection with the Merger and the other transactions contemplated by this Agreement; and

WHEREAS, Section 8.3 of this Agreement contains certain definitions and a list of references to defined terms.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Parent, Merger Sub and the Company hereby agree as follows:

ARTICLE 1

THE MERGER

1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the DGCL, Merger Sub shall be merged with and into the Company at the Effective Time. Following the Effective Time, the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the surviving corporation (sometimes referred to herein as the "Surviving Corporation") and shall succeed to and assume all the rights and obligations of Merger Sub in accordance with the DGCL.

1.2 Closing. Upon the terms and subject to the conditions set forth in this Agreement, the closing of the Merger (the "Closing") shall take place at the offices of DLA Piper Rudnick Gray Cary US LLP, located at 1221 South Mopac Expressway, Suite 400, Austin, Texas at noon, Central time, on a date to be specified by the Parties to this Agreement, which shall be no later than two Business Days after satisfaction or waiver of the conditions set forth in ARTICLE 6 (other than delivery of items to be delivered at the Closing and other than satisfaction of those conditions that by their nature are to be satisfied at the Closing, it being understood that the occurrence of the Closing shall remain subject to the delivery of such items and the satisfaction or waiver of such conditions at the Closing) or such other date and time as mutually agreed to by the Parties (the "Closing Date").

1.3 Effective Time. Upon the terms and subject to the conditions set forth in this Agreement, as soon as practicable after the Closing and on the Closing Date, the Parties shall file with the Delaware Secretary of State the certificate of merger (the "Certificate of Merger") and such other documents as may be required by the DGCL in order for the Merger to become effective, duly prepared, executed and acknowledged by the Parties, as applicable. The Merger shall become effective upon the filing of the Certificate of Merger with the Delaware Secretary of State unless Parent and the Company agree to a subsequent date or time and specify such date and time in the Certificate of Merger (the time the Merger becomes effective being hereinafter referred to as the "Effective Time").

1.4 Effects of the Merger. The Merger shall have the effects specified in the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of the Company and Merger Sub shall be vested in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

1.5 Certificate of Incorporation and Bylaws.

(a) At the Effective Time, the Certificate of Incorporation of the Company as the Surviving Corporation shall be amended and restated to read the same as the Certificate of Incorporation of Merger Sub as in effect immediately prior to the Effective Time, except that Article I thereof shall be amended to read in its entirety as follows: "The name of the Corporation is Manugistics Group, Inc." As so amended and restated, the Certificate of Incorporation of the Company shall be the Certificate of Incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable Law.

(xv) Section 3.1(m)(xv) of the Disclosure Schedule lists all “nonqualified deferred compensation plans” (within the meaning of Section 409A of the Code) to which the Company or any Subsidiary is a party. Each such nonqualified deferred compensation plan complies with the requirements of paragraphs (2), (3) and (4) of Section 409A(a) of the Code by its terms and has been operated in good faith in accordance with such requirements.

(xvi) Except as set forth in Section 3.1(m)(xvi) of the Disclosure Schedule, there has been no change in the underlying trade in the Company or any of its Subsidiaries prior to the date of this Agreement.

(n) Title to Properties.

Each of the Company and its Subsidiaries has marketable and legal title to, or valid leasehold interests in, all of its material properties and assets except for such as are no longer used in the conduct of its businesses or as have been disposed of in the Ordinary Course of Business and except for defects in title, easements, restrictive covenants and similar Liens and encumbrances that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Company. Except as set forth in Section 3.1(n) of the Disclosure Schedule, all such properties and assets, other than properties and assets in which the Company or any of its Subsidiaries has a leasehold interest, are free and clear of all Liens, except for Liens that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Company.

(i) Each of the Company and its Subsidiaries has complied with the terms of all material leases to which it is a party and under which it is in occupancy, and all such leases are in full force and effect, except for such non-compliances or failures to be in full force and effect that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Company. The Company and its Subsidiaries enjoy peaceful and undisturbed possession in all material respects under all such leases.

(o) Intellectual Property.

(i) Section 3.1(o)(i) of the Disclosure Schedule lists all registered trademarks and applications therefor, registered copyrights and applications therefor, patents and patent applications, and the jurisdictions in which each of the foregoing was or is filed or registered, owned by the Company or any of its Subsidiaries. To the Company’s Knowledge, all necessary and material registration, maintenance and renewal fees in connection with the foregoing have been paid and all necessary material documents and certificates in connection with the foregoing have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of perfecting, prosecuting and maintaining the foregoing. To the Company’s Knowledge, there are no actions that are required to be taken by Company within 120 days of the date of this Agreement with respect to any of the foregoing, except as set out in Section 3.1(o)(i) of the Disclosure Schedule.

(ii) Except as disclosed in Section 3.1(o)(ii) and Section 3.1(o)(iii) of the Disclosure Schedule, each of the Company and its Subsidiaries owns, or is validly licensed or otherwise has the right to use, in each case free and clear of any Liens, all Intellectual Property used or necessary to carry on its business as currently conducted. Such Intellectual Property constitutes all the Intellectual Property necessary to the conduct of the business of the Company and its Subsidiaries as currently conducted.

(iii) To the Knowledge of the Company, none of the Company or any of its Subsidiaries has infringed upon, misappropriated or otherwise come into conflict with any Intellectual Property or other proprietary information of any other Person. Except as disclosed in Section 3.1(o)(iii) of the Disclosure Schedule, (A) none of the Company or any of its Subsidiaries has received in the past five years any charge, complaint, claim, demand or notice alleging any such infringement, misappropriation or other conflict or challenging the ownership, use, validity or enforceability of any Intellectual Property owned by, licensed to or otherwise used by the Company or any of its Subsidiaries nor, to the Knowledge of the Company, is there a reasonable basis for any such claim nor has there been pending in the past five years any such charge, complaint, claim, demand, or notice (B) none of the Company or any of its Subsidiaries is party to or the subject of any pending or, to the Knowledge of the Company, threatened, suit, claim, action, investigation or proceeding with respect to any such infringement, misappropriation or conflict, that has not been settled or otherwise fully resolved, (C) to the Knowledge of the Company, since April 30, 2001, no other Person has infringed upon, misappropriated or otherwise come into conflict with any Intellectual Property owned by, licensed to or otherwise used by the Company or any of its Subsidiaries, and (D) none of the Company or any of its Subsidiaries has received any opinion of counsel that a third party patent applies to any product produced, marketed, licensed, sold or distributed by the Company or any of its Subsidiaries. None of the Company or any of its Subsidiaries has brought any action, suit or proceeding for infringement of any Intellectual Property of the Company or any of its Subsidiaries, or for breach of any license or agreement involving any of such Intellectual Property, against any party, and to the Knowledge of the Company there is no unauthorized use, disclosure, infringement or misappropriation of any such Intellectual Property by any third party, including any employee or former employee of the Company or any of its Subsidiaries.

(iv) Except as set forth on Section 3.1(o)(iv) of the Disclosure Schedule, neither the Company nor any of its Subsidiaries has transferred ownership of, or granted any exclusive license with respect to, any Intellectual Property that is or was owned by the Company or any Subsidiary and is necessary for the conduct of the business of the Company or any of its Subsidiaries as currently conducted or currently proposed to be conducted, to any third party.

(v) Section 3.1(o)(v) of the Disclosure Schedule contains a list of current employees or consultants of the Company and its Subsidiaries who are involved in the development of Software or issued patents owned by the Company or its Subsidiaries and who have not executed the Company's applicable standard form Conditions of Employment or Consulting Agreement as provided to Parent, or another agreement imposing substantially similar obligations regarding confidentiality and assignment of Intellectual Property. Each of the Company and its Subsidiaries has taken reasonable steps (based on standard industry practices) to protect its Intellectual Property and rights thereunder owned by the Company and necessary

for the conduct of the business of the Company or any of its Subsidiaries as currently conducted or currently proposed to be conducted, and, to the Knowledge of the Company, no rights to such Intellectual Property have been lost or are in jeopardy of being lost as a result of any act or omission by the Company or any of its Subsidiaries.

(vi) “Intellectual Property” means all intellectual property, including but not limited to (A) inventions (whether patentable or unpatentable and whether or not reduced to practice), ideas, research and techniques, technical designs, discoveries and specifications, improvements, modifications, adaptations, and derivations thereto, and patents, patent applications, models, industrial designs, inventor’s certificates, and patent disclosures, together with reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof (the “Patents”), (B) trademarks, all service marks, logos, trade dress, brand names and trade names, assumed names, corporate names and other indications of origin (whether registered or unregistered), (C) copyrights (whether registered or unregistered and any applications for registration therefor, including any modifications, extensions or renewals thereof), (D) trade secrets, know-how and confidential business information and rights in any jurisdiction to limit the use or disclosure thereof by any Person, (E) Software, (F) Internet domain names, and (G) moral rights, publicity rights and customer lists.

(p) Software.

(i) The Software owned by the Company or any of its Subsidiaries, was either (A) developed by employees of the Company or its Subsidiaries within the scope of their employment, (B) developed by independent contractors who have assigned their rights to the Company or its Subsidiaries pursuant to written agreements or (C) otherwise lawfully acquired by the Company or its Subsidiaries from a third party pursuant to written agreements. To the Knowledge of the Company, such Software does not contain any programming code, documentation or other material or development environments that embody Intellectual Property rights of any Person other than the Company or its Subsidiaries, except for such materials or development environments obtained by the Company or its Subsidiaries from (A) third parties pursuant to valid licenses or other agreements or (B) other Persons who make such materials or development environments generally available to all interested purchasers or end-users on standard commercial terms. Except as disclosed in Section 3.1(p)(i) of the Disclosure Schedule, the source code of any of the Company’s Software and the data associated therewith have not been licensed or otherwise provided to another Person, and have been safeguarded and protected as confidential and proprietary Company information. “Software” means any and all (A) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (B) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (C) descriptions, schematics, flow-charts and other work product used to design, plan, organize and develop any of the foregoing and (D) all documentation, including user manuals and training materials, relating to any of the foregoing.

(ii) Section 3.1(p)(ii) of the Disclosure Schedule lists all software or other material that is made generally available to the public, under license (including but not limited to the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, and any other similar “free software” or “open

**DISCLOSURE SCHEDULE
TO THE
MERGER AGREEMENT
BY AND BETWEEN
JDA SOFTWARE GROUP, INC.,
STANLEY ACQUISITION CORP.
AND
MANUGISTICS GROUP, INC.**

Dated as of April __, 2006

Section 3.1(o)(i)

Trademarks

List of all registered trademarks and applications, registered copyrights and applications, patents and patent applications, and the jurisdictions in which each of the foregoing was or is filed or registered, owned by the Company or any of its Subsidiaries.

A. U.S. TRADEMARKS/SERVICE MARKS.

Trademark/Service Mark	Reg. No. ("RN")/ Ser. No. ("SN")	Class(es)
COMPASSENTERPRISE	RN2,022,334	9
ENTERPRISE PROFIT OPTIMIZATION	RN 2,745,346	35
EXCHANGWORKS	RN 2,506,661	9
LOGISTICS*PLUS	RN 1,553,502	9, 16, 41, 42
MANUGISTICS	RN 1,749,141	9, 35, 41
MANUGISTICS NETLINK	RN 2,334,104	42
MANUGISTICS NETWORKS	RN 2,496,513	9, 41
NETWORKS PRECISION PRICING	RN 2,823,729	9, 35
WDS and Design	RN 1,894,864	9
MANUGISTICS LEVERAGED INTELLIGENCE & Design	RN 2,692,011	9, 35
SPACEWORKS	RN 2,475,318	9, 42
SPACEWORKS	RN 2,627,289	9, 42

B. FOREIGN TRADEMARK APPLICATIONS AND REGISTRATIONS.

Mark	Country	Reg. No./ (Serial No.)
COMPASS CONTRACT in class 9 (In the name of Western Data Systems of Nevada, Inc.)	United Kingdom	B1546977
COMPASSENTERPRISE in class 9 (In the name of Western Data Systems of Nevada, Inc.)	United Kingdom	1,567,273
<i>DIGITAL FREIGHT</i> in Class 35 (In the name of Digital Freight Exchange, Inc.)	<i>European Community</i>	2,501,880 ¹
FORSYS in Classes 9 and 42	Germany	991698
LOGSYS in Class 9 and 42	Germany	2051406
MANUGISTICS in Class 16	Argentina	1.708.427
MANUGISTICS in Class 35	Argentina	1,690,360
MANUGISTICS in Class 35	Australia	A570921
MANUGISTICS in Class 41	Argentina	1,690,361
MANUGISTICS in Class 9	Argentina	1,690,359
MANUGISTICS in Class 9	Australia	A570920
MANUGISTICS in Class 41	Australia	A570922
MANUGISTICS in Class 42	Australia	A613434
MANUGISTICS in Classes 9, 16, 35 and 41	Benelux	515906
MANUGISTICS in Classes 9 and 40	Brazil	819997498
MANUGISTICS in Class 16	Brazil	819997471
MANUGISTICS in Class 40	Brazil	819997455
MANUGISTICS in Class 41	Brazil	819997439
MANUGISTICS	Canada	TMA 452,662
MANUGISTICS in Class 9	Chile	504.958
MANUGISTICS in Classes 35, 41	Chile	504.959
MANUGISTICS in Class 9	China	1005969
MANUGISTICS in Class 35	China	1019997
MANUGISTICS in Class 41	China	1007636
MANUGISTICS in Class 16	China	1027669
MANUGISTICS in Class 42	China	1043604
MANUGISTICS in Class 9	Colombia	208.788
MANUGISTICS in Class 35	Colombia	208.792
MANUGISTICS in Class 41	Colombia	208.789
MANUGISTICS in Classes 9, 16, 35, 41 and 42	European Community Trademark (CTM)	804740
MANUGISTICS in Classes 9, 16, 35, 41 and 42	France	92401692
MANUGISTICS in Classes 9, 35, and 41	Germany	2 024 864

Mark	Country	Reg. No./ (Serial No.)
MANUGISTICS in Class 9	India	(759019)
MANUGISTICS in Class 16	India	762983
MANUGISTICS in Class 9	Indonesia	421655
MANUGISTICS in Class 35	Indonesia	421656
MANUGISTICS in Class 41	Indonesia	421657
MANUGISTICS in Japanese Class 11	Japan	2694279
MANUGISTICS in Japanese Class 26	Japan	2652587
MANUGISTICS in Japanese Class 35	Japan	3172224
MANUGISTICS in Japanese Class 41	Japan	3068970
Katakana application for MANUGISTICS in Class 9	Japan	4374537
Katakana application for MANUGISTICS in Class 35	Japan	4384739
Katakana application for MANUGISTICS in Class 41	Japan	4384740
MANUGISTICS in Class 9	Malaysia	98-10991
MANUGISTICS in Class 16	Malaysia	97-10210
MANUGISTICS in Class 35	Malaysia	(97-19582)
MANUGISTICS in Class 41	Malaysia	97-19196
MANUGISTICS in Class 9	Mexico	530,682
MANUGISTICS in Class 35	Mexico	554,231
MANUGISTICS in Class 41	Mexico	530,681
MANUGISTICS in Class 9	New Zealand	277321
MANUGISTICS in Class 35	New Zealand	277322
MANUGISTICS in Class 41	New Zealand	277323
MANUGISTICS in Class 9	Philippines	4-1997-124245
MANUGISTICS in Class 35	Philippines	4-1997-124246
MANUGISTICS in Class 41	Philippines	4-1997-124247
MANUGISTICS in Class 9	Singapore	T97/06106C
MANUGISTICS in Class 35	Singapore	T97/06107A
MANUGISTICS in Class 41	Singapore	T97/06108Z
MANUGISTICS in Class 16	Singapore	T98/05486I
MANUGISTICS in Class 9	South Africa	(95/14086)
MANUGISTICS in Class 35	South Africa	95/14087
MANUGISTICS in Class 41	South Africa	95/14088
MANUGISTICS in Class 9 (Korean Class 39)	South Korea	417,325 40-0417325
MANUGISTICS in Class 16 (Korean Class 52)	South Korea	420,123 40-0420123
MANUGISTICS in Class 35 and 41 (Korean Class 112)	South Korea	52,862 41-0052862

Mark	Country	Reg. No. (Serial No.)
MANUGISTICS in Class 9	Spain	1,962,945/1
MANUGISTICS in Class 35	Spain	1,962,947/8
MANUGISTICS in Class 41	Spain	1,962,948/6
MANUGISTICS in Class 16	Spain	1,962,946/x
MANUGISTICS in Class 42	Spain	2,007,002/2
MANUGISTICS in Class 9	Taiwan	784862
MANUGISTICS in Class 35	Taiwan	96441
MANUGISTICS in Class 41	Taiwan	94581
MANUGISTICS in Class 16	Taiwan	813076
MANUGISTICS in Class 9	United Kingdom	1488330 (Part A)
MANUGISTICS in Class 16	United Kingdom	1488331 (Part A)
MANUGISTICS in Class 35	United Kingdom	1488332 (Part A)
MANUGISTICS in Class 41	United Kingdom	1488333 (Part A)
NETWORKS PRECISION PRICING in Class 9	Mexico	(500450)
NETWORKS PRECISION PRICING in Class 35	Mexico	792754
NETWORKS PROMOTIONS in Class 9	Mexico	792755
NETWORKS TARGET PRICING in Class 9	Mexico	(500451)
NETWORKS TARGET PRICING in Class 35	Mexico	(500452)
PROGSYS in Classes 9 and 42	Germany	2051407
WDS and Design (In the name of Western Data Systems of Nevada, Inc.)	Canada	TMA 446974
WDS and Design in Class 9 (In the name of Western Data Systems of Nevada, Inc.)	United Kingdom	1546965
CMCS in Class 16	United Kingdom	1,105,033
EMMA in Class 16	United Kingdom	1,103,842
EXPAND YOUR MARGINS in Class 35	Mexico	771684
MANUGISTICS LEVERAGED INTELLIGENCE and Design in Classes 9, 42	Australia	A916976
MANUGISTICS LEVERAGED INTELLIGENCE and Design	China	3208704
MANUGISTICS LEVERAGED INTELLIGENCE and Design	China	3360281
MANUGISTICS LEVERAGED INTELLIGENCE and Design	China	3208703
MANUGISTICS LEVERAGED INTELLIGENCE and Design	Indonesia	552375
MANUGISTICS LEVERAGED INTELLIGENCE and Design	Indonesia	552376

Mark	Country	Reg. No./ (Serial No.)
MANUGISTICS LEVERAGED INTELLIGENCE and Design	Mexico	764817
MANUGISTICS LEVERAGED INTELLIGENCE and Design in Class 9	New Zealand	659298
MANUGISTICS LEVERAGED INTELLIGENCE and Design in Class 42	New Zealand	659299
MANUGISTICS LEVERAGED INTELLIGENCE and Design	Peru	83150
MANUGISTICS LEVERAGED INTELLIGENCE and Design	Peru	31376
MANUGISTICS LEVERAGED INTELLIGENCE and Design	South Korea	45-0009328
MANUGISTICS LEVERAGED INTELLIGENCE and Design	Taiwan	1072803
MANUGISTICS LEVERAGED INTELLIGENCE and Design	Taiwan	1078197
SPACEWORKS in Classes 9 & 42	Australia	841,312
SPACEWORKS in Class 9	Mexico	699,574
SPACEWORKS in Class 42	Mexico	685,278
SPACEWORKS in Classes 9 & 42	Norway	205,893
SPACEWORKS in Classes 9 & 42	Switzerland	482,820
SPACEWORKS	Japan	4497786
SPACEWORKS	Taiwan	144700
WORKING AS ONE in Class 9	Australia	A735271
WORKING AS ONE in Classes 9, 16, 35, 36, 41 & 42	European Community	311,761
WORKING AS ONE in Class 9	Japan	4,335,326
WORKING AS ONE in Class 35	Japan	4,335,327
WORKING AS ONE in Class 41	Japan	4,335,328
WORKING AS ONE in Class 9 (Korean Class 39)	South Korea	417,324 40-0417324
WORKING AS ONE in Class 16 (Korea Class 52)	South Korea	420,122 40-0420122
WORKING AS ONE in Classes 35 & 41 (Korean Class 112)	South Korea	52,863 41-0052863
DESIGN LOGO in Classes 9, 35, 41	Australia	A735,272
LOGO DESIGN in Class 9	China	1005970
LOGO DESIGN in Class 35	China	1019981
LOGO DESIGN in Class 41	China	1001705
LOGO DESIGN in Class 16	China	1027668
LOGO DESIGN in Class 42	China	1037688
LOGO DESIGN in Classes 9, 16, 35, 36, 41 and 42	CTM	311738

Mark	Country	Reg. No./ (Serial No.)
Miscellaneous Design in Class 9	Japan	4,335,329
Miscellaneous Design in Class 35	Japan	4,335,330
Miscellaneous Design in Class 41	Japan	4,335,331
Miscellaneous Design in Class 9 (Korea Class 39)	South Korea	417,326 40-0417326
Miscellaneous Design in Class 16	South Korea	420,124 40-0420124
Miscellaneous Design in Classes 35 & 41 (Korea Class 112)	South Korea	52,864
LOGO DESIGN in Class 9	Indonesia	423439
FASTMAN in Classes 9, 37, 41 & 42 (In the name of ProMira Software, Inc.)	Canada	442,140
FASTMAN & Design in Classes 9, 37, 41 & 42 (In the name of ProMira Software, Inc.)	Canada	442,138
FASTMRP in Classes 9, 37, 41 & 42 (In the name of ProMira Software, Inc.)	Canada	442,141
FASTMRP & Design in Classes 9, 37, 41 & 42 (In the name of ProMira Software, Inc.)	Canada	442,139
TABLETOP RP in Classes 9, 37, 41 & 42 (In the name of ProMira Software, Inc.)	Canada	442,142
OPT in Class 9 (in the name of Creative Output UK Limited)	United Kingdom	1301810
OPT in Class 16 (in the name of Creative Output UK Limited)	United Kingdom	1301811
OPT in Classes 9 & 16 (current status and registrant of record unknown)	Denmark	VR589/94
OPT in Classes 9 (in the name of Creative Output U.K. Limited)	Eire (Ireland)	123051
OPT in Classes 16 (in the name of Creative Output U.K. Limited)	Eire (Ireland)	123052
OPT in Classes 9 & 16 (current status and registrant of record unknown)	Russia	84846
OPT in Class 9 (current status and registrant of record unknown)	South Africa	88/4339
OPT in Class 16 (current status and registrant of record unknown)	South Africa	88/4340
OPT in Class 39 (registrant of record unknown)	South Korea	40-0193548-0000
OPT in Class 16 (current status and registrant of record unknown)	Spain	1188623
OPT in Class 9 (current status and	Spain	1188622

registrant of record unknown)
OPT in Class 9 (current status and Sweden
registrant of record unknown)

232027

¹ Foreign counsel has been instructed not to renew trademarks displayed in italics.