

Form PTO-1595
(Rev. 10/02)

RECORDATION FORM COVER SHEET PATENTS ONLY

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

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌

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

1. Name of conveying party(ies):
Peritus Software Services, Inc.
a Massachusetts corporation

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other General Conveyance, Bill of Sale and Assignment

Execution Date: 06/29/2001

2. Name and address of receiving party(ies)

Name: Rocket Software, Inc.

Internal Address: a Massachusetts corporation

Street Address: 275 Grove Street

City: Newton State: MA Zip: 02466

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) _____

B. Patent No.(s) 6,029,002

Additional numbers attached? Yes No

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

Name: David R. Josephs

Internal Address: Barlow, Josephs & Holmes

Street Address: 101 Dyer Street, 5th Floor

City: Providence State: Ri Zip: 02903

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

020900

DO NOT USE THIS SPACE

9. Signature.

Cynthia M. Branca
Name of Person Signing

Cynthia M. Branca 3/6/2003
Signature Date

Total number of pages including cover sheet, attachments, and documents: 06

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

GENERAL CONVEYANCE, BILL OF SALE AND ASSIGNMENT

This General Conveyance, Bill of Sale and Assignment ("Bill of Sale") is made on June 29, 2001 by Peritus Software Services, Inc., a Massachusetts corporation ("Peritus"), in favor of Rocket Software, Inc., a Massachusetts corporation ("Rocket").

WITNESSETH:

WHEREAS, Peritus desires to sell to Rocket, and Rocket wishes to buy from Peritus, all of the properties, assets, rights, goodwill and business of Peritus described on Exhibit A hereto (the "Transferred Assets"), on an "as is" basis;

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Peritus hereby grants, sells, conveys, transfers, assigns, releases and delivers to Rocket all right, title and interest in and to all of the Transferred Assets, on an "as is" basis, free and clear of any and all liens;

TO HAVE AND TO HOLD the same unto Rocket, its successors and assigns forever.

Peritus, at any time at or after the date hereof, will execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents, and instruments of transfer reasonably requested by Rocket and will take any other action consistent with the terms of this Bill of Sale that may reasonably be requested by Rocket for the purpose of assigning, transferring, granting, conveying and confirming to Rocket, or reducing to possession, any or all of the Transferred Assets. If requested by Rocket, Peritus further agrees to prosecute or otherwise enforce in its own name for the benefit of Rocket any claims, rights or benefits included in the Transferred Assets that require prosecution or enforcement in Peritus's name. Peritus also hereby appoints Rocket as its agent to act in Peritus's name and on Peritus's behalf to take any action necessary to effect the transfer of any of the Transferred Assets to Rocket, or prosecute or otherwise enforce any claims, rights or benefits included in the Transferred Assets in Peritus's name, including bringing suit in Peritus's name. Any prosecution or enforcement of claims, rights or benefits under this paragraph shall be at Rocket's expense, unless the prosecution or enforcement is made necessary by a breach of this Bill of Sale by Peritus or pursuant to any obligation of Peritus contained in the Purchase Agreement.

Notwithstanding anything to the contrary contained herein, Peritus shall not sell, convey, assign, transfer or deliver any of the specific properties and assets to Rocket listed as "Excluded Assets" on Exhibit A attached hereto.

Nothing in this Bill of Sale contained shall be construed as an attempt hereby to assign any contract, lease, interest in property, permit, license, claim, demand or right which is not assignable or which an attempt to assign or transfer would in any way impair, or as an attempt to transfer any property in case such transfer would be invalid for any cause or would invoke the default provisions to which Peritus may be a party, but Peritus covenants to take any such steps as may be in its power to validate the transfer of any property and the assignment of any such contract, lease, interest in property, permit, license, claim, demand or right listed on Exhibit A

not now transferable or assignable. In order that full value of every such contract, lease, interest in property, permit, license, claim, demand or right may be realized by and for the benefit of Rocket, its successors and assigns, Peritus covenants and agrees with Rocket that Peritus, its successors and assigns, will, at the request or under the direction of Rocket, in the name of Rocket or otherwise as Rocket shall specify and as shall be provided by law, for a reasonable period of time, but not in any event after the expiration of eighteen (18) months from the date hereof, use its reasonable best efforts, at its own expense, to enforce every such contract, lease, interest in property, permit, license, claim, demand or right and to facilitate the collection of the moneys due and payable and to become due and payable in and under every such contract and in respect of every such claim, demand or right; and Peritus does hereby covenant to hold in trust for and promptly pay over to Rocket, its successors and assigns, all moneys or things of value collected and paid to Peritus, its successors or assigns, in respect of every such contract, claim, demand or right.

This instrument is executed by, and shall be binding upon, Peritus, its successors and assigns, for the uses and purposes above set forth and referred to and shall inure to the benefit of Rocket, its successors and assigns.

This Bill of Sale shall be governed by and construed and enforced in accordance with the laws (other than those governing conflict of law questions) of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, this Bill of Sale has been executed as an instrument under seal by a duly authorized officer of Peritus as of the day and year first above written.

PERITUS SOFTWARE SERVICES, INC.

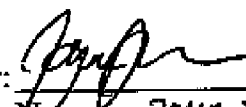
By: 
Name: JOHAN MAGNUSSON
Title: PRESIDENT

EXHIBIT A

TRANSFERRED ASSETS

The assets, properties and rights to be transferred by Peritus to Rocket shall consist of all of the properties and assets of Peritus, whether tangible or intangible and wherever located, including all of Peritus' right, title and interest therein and thereto and Peritus' right to the use and enjoyment thereof:

- (a) all items of tangible personal property owned by Peritus and used in connection with the operation of its business, including, without limitation, office equipment, furniture and other personal property of any nature;
- (b) all of the rights of Peritus under any contracts or agreements relating to the business of Peritus, all licenses, permits and commitments used in connection therewith;
- (c) any other operating asset of Peritus used in or related to the operation and ownership of its business, whether or not reflected in financial statements of Peritus or on its books, including, but not limited to, all system design and engineering maps and drawings, and subscriber, supplier and customer lists and records;
- (d) all databases and other intellectual property and other intangible property and rights of Peritus used or useful in connection with the existing and proposed business operations of Peritus anywhere in the world, including but not limited to all (i) patents, (ii) trade names and domain names and all rights thereto (iii) trademarks and service marks, (iv) copyrights, (v) trade secrets, (vi) supplier, customer, subscriber and webmaster lists and other proprietary information, and (vii) licenses of, registrations of and applications for, and rights to register or apply for, any of the foregoing;
- (e) All records and other documents and papers relating to customers, vendors, licenses, and daily operations (whether in electronic, printed or other form);
- [(f) all fixtures and other fixed assets, including, without limitation, leasehold improvements, of any kind or description owned by Peritus and located, affixed, installed in or upon the real property leased by Peritus and used in connection with the operation of its business;]**
- (g) All goodwill associated with any of the foregoing.

Notwithstanding the foregoing, Peritus shall not sell, convey, assign, transfer or deliver, any of the following specific properties and assets (the "Excluded Assets"):

- (a) cash on hand and cash equivalents;

- (b) all leases of real property;
- (c) all insurance policies and all franchise, construction, fidelity performance, or other bonds, surety instruments, letters of credit, deposits or other similar items posted or delivered by Peritus, and all claims thereunder of Peritus;
- (d) any books and records that Peritus is required by law to retain, and any books of account, tax reports and returns and the like related to the business and operations of Peritus and any correspondence or memoranda relating to the foregoing, subject to the right of Rocket to have access to and to copy such documents for a reasonable period, not to exceed five years from the date of this Bill of Sale, and corporate minute books of Peritus and other books and records related to internal corporate matters and financial relationships with the lenders and affiliates of Peritus;
- (e) any claims, rights and interest in and to any refunds of federal, state or local franchise, income or other taxes or fees of any nature whatsoever; and
- (f) any employee benefit plan or compensation arrangement.