

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Purchase Agreement
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Requisite Technology Inc.	10/13/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Requisite Software, Inc.
Street Address:	200 E. Randolph Street
Internal Address:	Suite 2435
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	10062340
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(414)277-0656
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	414.271.6560
Email:	MKEIPDOCKET@michaelbest.com
Correspondent Name:	Carlo M. Cotrone
Address Line 1:	Michael Best & Friedrich LLP
Address Line 2:	100 East Wisconsin Avenue, Suite 3300
Address Line 4:	Milwaukee, WISCONSIN 53202
ATTORNEY DOCKET NUMBER:	026436-9076-00
NAME OF SUBMITTER:	Carlo M. Cotrone

OP \$40.00 10062340

Total Attachments: 9  
 source=A3956751#page1.tif  
 source=A3956751#page2.tif

**501206651**

**PATENT  
 REEL: 024546 FRAME: 0794**

source=A3956751#page3.tif  
source=A3956751#page4.tif  
source=A3956751#page5.tif  
source=A3956751#page6.tif  
source=A3956751#page7.tif  
source=A3956751#page8.tif  
source=A3956751#page9.tif

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**

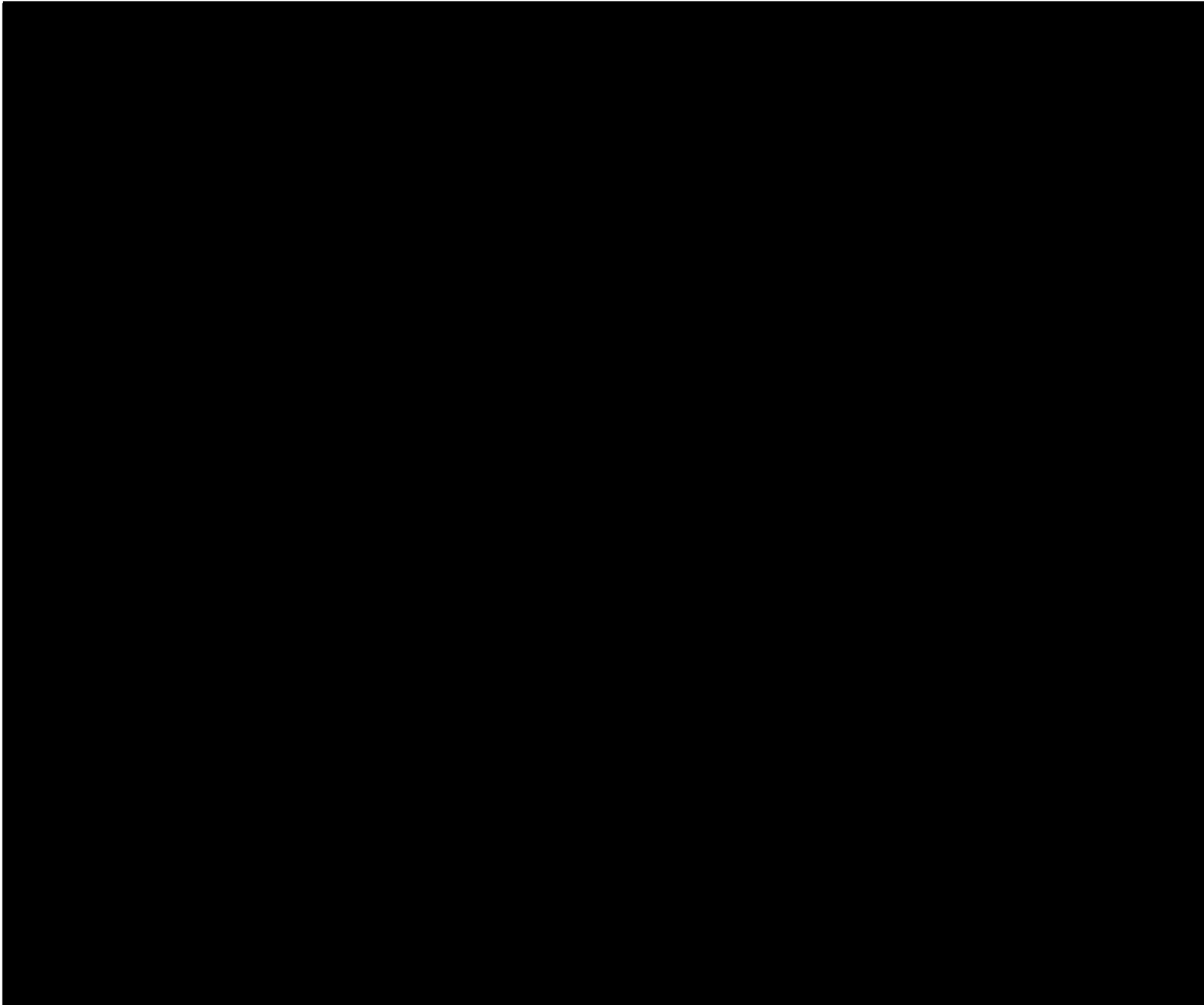
**1.1 Definitions**

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;

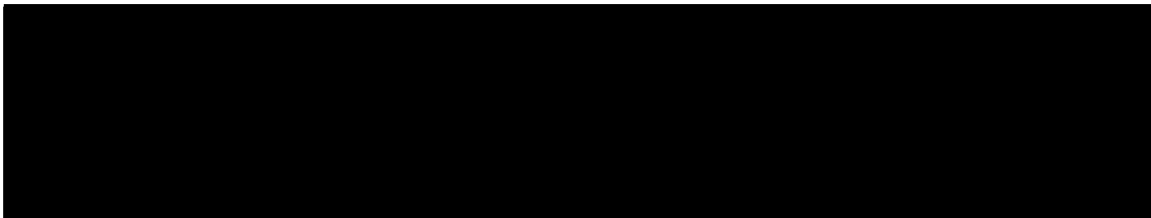
**[Pages 2-5 Redacted]**



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**

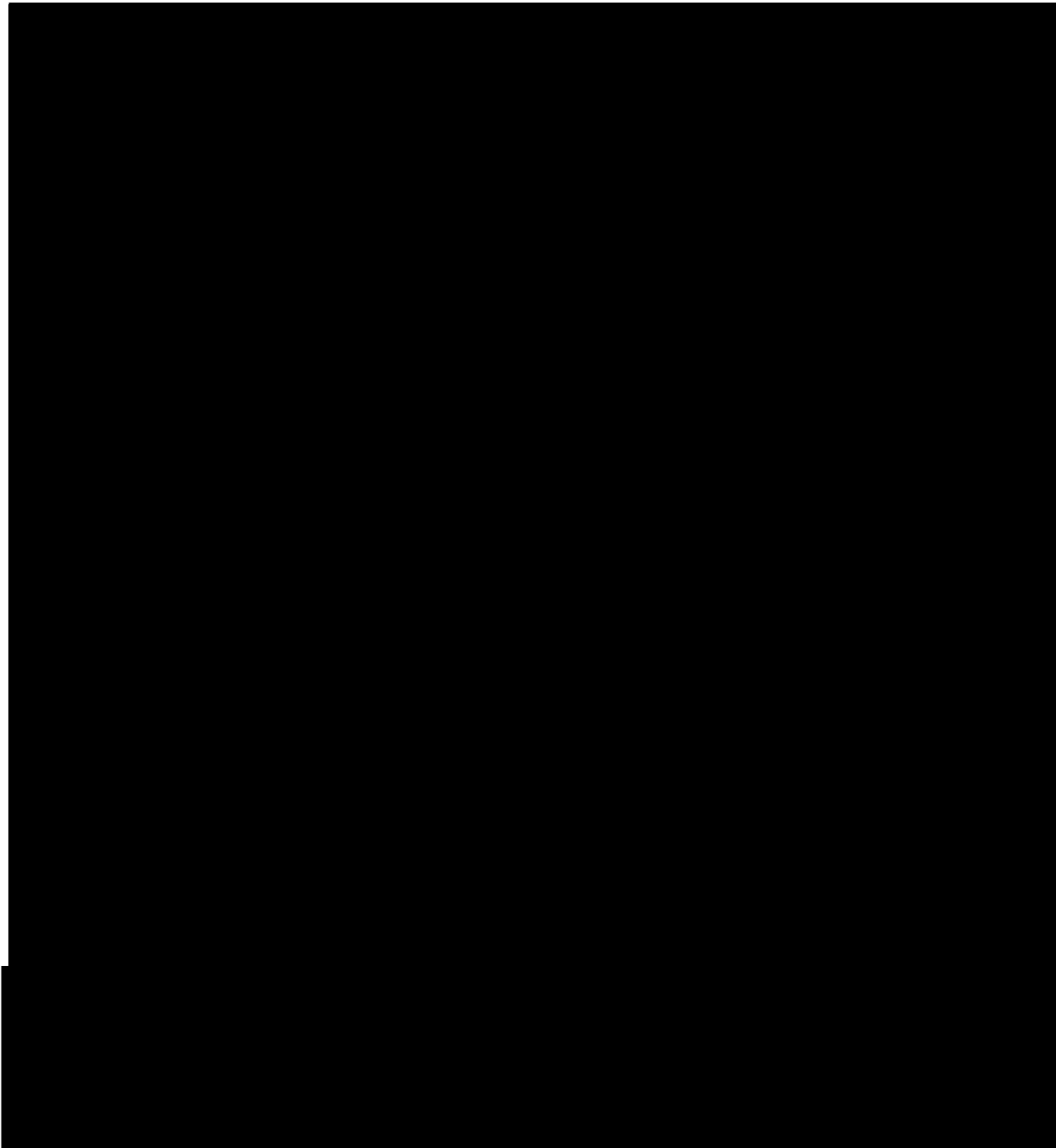
**2.1 Purchase and Sale of Purchased Assets**

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]**



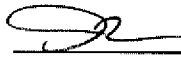
*[Signature lines are on the following page.]*

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