

09-24-2003



102556797

To the Honorable Commissioner of Patents and Trademark

or copy thereof.

1. Name of conveying party(ies):  
**Geac Enterprise Solutions, Inc.**.....Georgia corporation

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

9-22-03

2. Name and address of receiving party(ies)

Name: **Wells Fargo Foothill, Inc.**

Internal Address:

Street Address: **One Boston Place, 18th Floor**

City: **Boston** State: **MA** ZIP: **02108**

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

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other

Execution Date: September 9, 2003

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)

5,752,027; 5,862,322; 5,848,271

Additional numbers attached? ☐ Yes ☒ No

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

Name: **E. Page Wilkins**

Internal Address: **Choate, Hall & Stewart**

Street Address: **Exchange Place  
53 State Street**

City: **Boston** State: **MA** ZIP: **02109**

6. Total number of applications and patents involved: **3**

7. Total fee (37 CFR 3.41).....\$ **120.00**

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: **03-1721**

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.*

E. Page Wilkins

Name of Person Signing

Signature

9/18/03

Date

Total number of pages including cover sheet, attachments, and document:

09/23/2003 6TUN11 00000128 5752027

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120.00 OP

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

Exchange:3040222.1

3605062v1

PATENT  
REEL: 014499 FRAME: 0925

# U.S. PATENT SECURITY AGREEMENT

This U.S. PATENT SECURITY AGREEMENT (this "Agreement") is entered into as of September 9, 2003 by and between GEAC ENTERPRISE SOLUTIONS, INC., a Georgia corporation (the "Grantor"), and WELLS FARGO FOOTHILL, INC., as agent for each of the Lenders referred to below (together with its successor(s) thereto in such capacity, the "Agent").

## Introduction:

The Grantor, Geac Computer Corporation Limited, a Canadian corporation ("Parent"), and certain of the Grantor's other Affiliates have entered into a Loan, Guaranty and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Agent and the financial institutions from time to time party thereto as Lenders (the "Lenders" and, collectively with the Agent, the "Secured Parties" and each a "Secured Party"), pursuant to which (a) the Secured Parties have agreed, subject to the terms and conditions set forth therein, to make revolving credit loans and provide other financial accommodations to Grantor in its capacity as a Borrower thereunder (collectively, the "Loans").

To secure the Loans the Grantor has granted the Agent for its benefit and the ratable benefit of the other Secured Parties, a security interest in and to all or substantially all of its personal property under the Loan Agreement.

It is a condition precedent to the effectiveness of the Loan Agreement that the Grantor execute and deliver this Agreement and grant to the Agent a continuing security interest in and to all of the Patent Collateral (as defined below) to secure all of the Obligations under, and as defined in, the Loan Agreement.

The Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Agent and Lenders to make Loans to the Grantor pursuant to the Loan Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to such terms in the Loan Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt performance of the Obligations, the Grantor hereby grants to the Agent, for Agent's benefit and the ratable benefit of each other Secured Party, a continuing security interest in and to all of the Patent Collateral, whether now or hereafter existing or acquired by the Grantor.

"Patent Collateral" means all of the Grantor's now owned or hereafter acquired right, title and interest in and to the following property:

(a) all of its letters patent and applications for letters patent throughout the world including but not limited to each patent and patent application set forth on Schedule I hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause(a);

(c) all of its patent licenses, including but not limited to each patent license set forth on Schedule I hereto (which Schedule sets forth the patent licenses in which the Grantor is an exclusive licensee and which license are recorded in the United States Patent and Trademark Office) under the Grantor's name; and

(d) all proceeds of, and rights associated with, the foregoing (including without limitation license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.

SECTION 3. Patent Security Agreement Supplement. Within five (5) Business Days after delivery by Parent of any update to Schedule 5.16 of the Loan Agreement pursuant to Section 6.17 thereof, the Grantor will execute and deliver to the Agent a Patent Security Agreement Supplement in the form of Exhibit A hereto (each a "Supplement") updating Schedule I hereto. The Grantor hereby authorizes and instructs the Agent to cause each Supplement to be attached to and become part of this Agreement and acknowledges that each Supplement shall be a Loan Document.

SECTION 4. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent in the Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Secured Party under the Loan Agreement. Each of the Loan Agreement and the Canadian Security Agreement (and all rights and remedies of each Secured Party thereunder) shall remain in full force and effect in accordance with its respective terms. The Grantor further acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Release of Liens. Upon (i) the disposition of Patent Collateral as permitted by the Loan Agreement or (ii) the full and final discharge of the Obligations (other than any continuing indemnity and similar obligations that survive the termination of the Loan Agreement) and the termination of the Secured Parties' obligations to provide additional credit under the Loan Agreement, the security interest granted herein shall automatically terminate with respect to (A) such Patent Collateral (in the case of clause (i)) or (B) all Patent Collateral (in the case of clause (ii)). Upon any such disposition or termination, the Agent will, at the Grantor's sole expense, (a) deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Patent Collateral held by the Agent hereunder and (b) execute and

deliver to the Grantor such documents, and make such other filings, as the Grantor shall reasonably request to evidence the Agent's release of its security interest in the Patent Collateral.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart by facsimile shall be equally effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile shall also deliver an original executed counterpart of this Agreement but the failure to do so shall not affect the validity, enforceability and binding effect of this Agreement.

SECTION 8. Governing Law. This Agreement shall be construed under and governed by the laws of The Commonwealth of Massachusetts.

[Signature Page to follow.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

GEAC ENTERPRISE SOLUTIONS, INC.

By: H. Anganu  
Hema Anganu  
Authorized Signatory

AGENT:

WELLS FARGO FOOTHILL, INC.,  
as Agent

By: \_\_\_\_\_  
Brent E. Shay  
Vice President

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

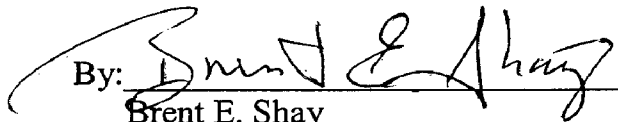
GRANTOR:

GEAC ENTERPRISE SOLUTIONS, INC.

By: \_\_\_\_\_  
Hema Anganu  
Authorized Signatory

AGENT:

WELLS FARGO FOOTHILL, INC.,  
as Agent

By:  \_\_\_\_\_  
Brent E. Shay  
Vice President

SCHEDULE I  
to Patent Security Agreement

Item A. Patents

Issued U.S. Patents

<u>Patent No.</u>	<u>Issue Date</u>	<u>Owner</u>	<u>Title</u>
5,752,027	May 12, 1998	GESI	Apparatus and process for creating and accessing a database centric object
5,862,322	January 19, 1999	GESI	Method and apparatus for facilitating customer service communications in a computing environment
5,848,271	December 8, 1998	GESI	Process and apparatus for controlling the work flow in a multi-user computing system

U.S. Patent Applications

<u>Application No.</u>	<u>Filing Date</u>	<u>Owner</u>	<u>Title</u>
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None

Item B. Recorded U.S. Patent Licenses

<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Recordal Date</u>	<u>Title</u>
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None

## **Exhibit A**

### **Form of Patent Security Agreement Supplement**

[Date]

This Patent Security Agreement Supplement (this "Supplement") is made by GEAC ENTERPRISE SOLUTIONS, INC., a Georgia corporation (the "Grantor"), in favor of WELLS FARGO FOOTHILL, INC., as agent for each of the Lenders referred to below (in such capacity, the "Agent").

Reference is hereby made to (i) the Loan, Guaranty and Security Agreement dated as of September 9, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among the Grantor, certain of the Grantor's Affiliates, the Agent and the financial institutions from time to time party thereto as Lenders (the "Lenders") and (ii) the U.S. Patent Security Agreement dated as of September 9, 2003 (the "Patent Security Agreement") by and among the Grantor and the Agent. Capitalized terms used but not otherwise defined in this Supplement have the respective meanings given to such terms in the Patent Security Agreement.

In accordance with Section 3 of the Patent Security Agreement, Schedule I of the Patent Security Agreement is hereby amended by adding the Patent Collateral set forth on Schedule S-I to this Supplement to such Schedule I. Schedule S-I hereto correctly and completely in all material respects sets forth as of [ ] all Patent Collateral which the Grantor has registered with the United States Patent and Trademark Office, or for which the Grantor has filed an application for registration with the United States Patent and Trademark Office, since [Closing Date in the case of the first Supplement delivered/ date of most recent Supplement delivered].

The Grantor ratifies and confirms that all Patents and patent licenses listed on Schedule S-I hereto constitute Patent Collateral under the Patent Security Agreement and further ratifies and confirms its prior grant of a security interest to Agent, for its benefit and the benefit of the Lenders, in and to the Patent Collateral set forth on Schedule S-I hereto.

This Supplement has been executed and delivered by the Grantor for the purpose of recording the Agent's security interest in the Patent Collateral set forth on Schedule S-I with the United States Patent and Trademark Office. Each Grantor hereby authorizes and instructs the Agent to cause this Supplement to be attached to and become part of the Patent Security Agreement and acknowledges that this Supplement is a Loan Document (as defined in the Loan Agreement).

This Supplement shall be governed by the laws of The Commonwealth of Massachusetts.



IN WITNESS WHEREOF, the Grantor has executed and delivered this Supplement as of the date first written above.

GRANTOR:

GEAC ENTERPRISE SOLUTIONS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE S-I  
to Patent Security Agreement Supplement**

**[To follow format of Patent Security Agreement.]**

**[Form of Patent Security Agreement Supplement]**