

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Infor International Limited	10/19/2004
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Wells Fargo Foothill, Inc.
<b>Street Address:</b>	2450 Colorado Avenue Suite 300
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6088626
Patent Number:	5787000
Patent Number:	6801820
Application Number:	09421834
Application Number:	09690566
Application Number:	10945560
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(213)996-3339
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(213)683-6339
<b>Email:</b>	claudiaimmerzeel@paulhastings.com
<b>Correspondent Name:</b>	Claudia Immerzeel c/o Paul Hastings
<b>Address Line 1:</b>	515 S. Flower Street, 25th Floor
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071
<b>NAME OF SUBMITTER:</b>	Claudia Immerzeel

OP \$240.00 6088626

**Total Attachments: 15**

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## PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "Agreement"), dated as of October 19, 2004, is made by **INFOR INTERNATIONAL LIMITED**, a company incorporated under the laws of the Cayman Islands with company number 116883, formerly known as Agilisys International Limited (the "Debtor"), in favor of **WELLS FARGO FOOTHILL, INC.**, a California corporation ("WFF"), as the arranger and administrative agent for the Lenders, defined herein (in such capacity, together with its successors and assigns, if any, in such capacity, "Agent"), with reference to the following:

A. WHEREAS, **INFOR INTERMEDIATE HOLDCO LTD.**, a company incorporated under the laws of the Cayman Islands with company number 132777, formerly known as Agilisys Intermediate Holdco Ltd. ("Parent"), Debtor, **INFOR LIMITED**, a company incorporated under the laws of the Cayman Islands with company number 117939, formerly known as ASI Limited ("Cayman Borrower"), Debtor and Cayman Borrower, each acting for itself and in their capacities as general partners of **ASI HOLDINGS C.V.**, (*commanditaire vennootschap*) a limited partnership organized under the laws of The Netherlands ("Dutch Borrower"; Dutch Borrower, together with each of Agilisys International and Cayman Borrower, individually and collectively, jointly and severally, being referred to as the "Term Loan Borrowers"), **INFOR GLOBAL SOLUTIONS, INC.**, a Delaware corporation, formerly known as Agilisys, Inc. ("Agilisys"), **APERUM, INC.**, a Georgia corporation ("Aperum"), **INFOR GLOBAL SOLUTIONS (MICHIGAN), INC.**, a Michigan corporation, formerly known as BRAIN North America, Inc. ("Brain"), **INFOR GLOBAL SOLUTIONS (RHODE ISLAND), INC.**, a Delaware corporation, formerly known as daly.commerce, inc. ("Daly"), and **INFOR GLOBAL SOLUTIONS (COLORADO), INC.**, a Delaware corporation, formerly known as NxTrend Technology, Inc. ("NxTrend"; NxTrend together with Agilisys, Aperum, Brain, and Daly, individually and collectively, jointly and severally, the "Revolver Borrowers"; or in their capacities as guarantors, as the "U.S. Guarantors"; and the Revolver Borrowers, together with the Term Loan Borrowers, individually and collectively, jointly and severally, the "Borrowers"), Agent, **SILVER POINT FINANCE, LLC**, a New York limited liability company, as the term loan B agent (in such capacity, together with its successors and assigns in such capacity, "Term Loan B Agent"), and the lenders from time to time party thereto (the "Lenders"; such Lenders, together with Agent and Term Loan B Agent, individually and collectively, the "Lender Group") are, or are concurrently herewith becoming, parties to that certain Amended and Restated Loan and Security Agreement, dated as of February 18, 2004, as amended by that certain Amendment Number One to Amended and Restated Loan and Security Agreement, dated as of March 17, 2004, as further amended by that certain Amendment Number Two to Amended and Restated Loan and Security Agreement, dated as of May 28, 2004, as further amended by that certain Amendment Number Three to Amended and Restated Loan and Security Agreement, dated as of June 8, 2004, as further amended by that certain Amendment Number Four to Amended and Restated Loan and Security Agreement, dated as of August 9, 2004, and as further amended by that certain Amendment Number Five to Amended and Restated Loan and Security Agreement, dated as of August 31, 2004 (as so amended and as further amended, supplemented, or otherwise modified from time to time prior to the date hereof, the "Loan Agreement");

C. WHEREAS, contemporaneous herewith, Obligors (as defined in the Loan Agreement) and the Lender Group are entering into that certain Amendment Number Six to Amended and Restated Loan and Security Agreement (“Sixth Amendment”);

E. WHEREAS, to induce the Lender Group to extend and continue to extend financial accommodations to the Term Loan Borrowers pursuant to the Loan Agreement and the Sixth Amendment, and in consideration thereof, and in consideration of any loans or other financial accommodations heretofore or hereafter extended by the Lender Group to the Term Loan Borrowers, whether pursuant to the Loan Agreement or otherwise, Debtor has agreed to execute this Agreement;

**NOW, THEREFORE,** for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Agent as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Agent” has the meaning ascribed to such term in the preamble to this Agreement.

“Agilisys” has the meaning ascribed to such term in the recitals to this Agreement.

“Agreement” has the meaning ascribed to such term in the preamble to this Agreement.

“Aperum” has the meaning ascribed to such term in the preamble to this Agreement.

“Borrowers” has the meaning ascribed to such term in the recitals to this Agreement.

“Brain” has the meaning ascribed to such term in the recitals to this Agreement.

“Cayman Borrower” has the meaning ascribed to such term in the recitals to this Agreement.

“Daly” has the meaning ascribed to such term in the recitals to this Agreement.

“Debtor” has the meaning ascribed to such term in the preamble to this Agreement.

“Dutch Borrower” has the meaning ascribed to such term in the recitals to this agreement.

“Event of Default” means any Event of Default under the Loan Agreement.

“Lender Group” has the meaning ascribed to such term in the recitals to this Agreement.

“Lenders” has the meaning ascribed to such term in the recitals to this Agreement.

“Lien” means any interest in an asset securing an obligation owed to, or a claim by, any Person other than the owner of the asset, irrespective of whether (a) such interest is based on the common law, statute, or contract, (b) such interest is recorded or perfected, and (c) such interest is contingent upon the occurrence of some future event or events or the existence of some future circumstance or circumstances. Without limiting the generality of the foregoing, the term “Lien” includes the lien or security interest arising from a mortgage, deed of trust, encumbrance, pledge, hypothecation, collateral assignment, deposit arrangement, security agreement, conditional sale or trust receipt, or from a lease, consignment, or bailment for security purposes and also includes reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases, and other title exceptions and encumbrances affecting Real Property.

“Loan Agreement” has the meaning ascribed to such term in the recitals to this Agreement.

“NxTrend” has the meaning ascribed to such term in the recitals to this Agreement.

“Parent” has the meaning ascribed to such term in the recitals to this Agreement.

“Patent Collateral” has the meaning ascribed to such term in Section 2.

“Patents” has the meaning ascribed to such term in Section 2.

“Person” means and includes natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Patent Collateral, including “proceeds” as such term is defined in the UCC, and all proceeds of proceeds. Proceeds includes (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Patent Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Patent Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Patent Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Patent Collateral or for or on

account of any damage or injury to or conversion of or infringement of rights in any Patent Collateral by any Person.

“PTO” has the meaning ascribed to such term in the recitals of this Agreement.

“Revolver Borrowers” has the meaning ascribed to such term in the recitals to this Agreement.

“Sixth Amendment” has the meaning ascribed to such term in the recitals to this Agreement.

“Term Loan B Agent” has the meaning ascribed to such term in the recitals to this Agreement.

“Term Loan Borrowers” has the meaning ascribed to such term in the recitals to this Agreement.

“Term Loan Obligations” means (a) all loans, debts, principal, interest (including any interest that, but for the commencement of an Insolvency Proceeding, would have accrued), premiums, liabilities (including all amounts charged to the Term Loan Borrower Loan Account pursuant to the Loan Agreement), obligations (including indemnification obligations), fees (including the fees provided for as the obligation of Term Loan Borrowers in the Fee Letter), charges, costs, Lender Group Expenses (including any fees or expenses that, but for the commencement of an Insolvency Proceeding, would have accrued), guaranties, covenants, and duties of any kind and description owing by Term Loan Borrowers to the Lender Group pursuant to or evidenced by the Loan Documents and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all interest not paid when due and all Lender Group Expenses that Term Loan Borrowers are required to pay or reimburse by the Loan Documents, by law, or otherwise; and (b) all Ledger Product Obligations of Term Loan Borrowers. Any reference in this Agreement or in the Loan Documents to the Term Loan Obligations shall include all amendments, changes, extensions, modifications, renewals, replacements, substitutions, and supplements thereto and thereof, as applicable, both prior and subsequent to any Insolvency Proceeding.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York.

“United States” and “U.S.” each means the United States of America, including all territories thereof and all protectorates thereof.

“WFF” has the meaning ascribed to such term in the preamble to this Agreement.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement.

## 2. Security Interest.

(a) Assignment and Grant of Security in respect of the Term Loan Obligations. To secure the prompt payment and performance of the Term Loan Obligations, Debtor hereby grants and conveys to Agent, for the benefit of the Lender Group and the Ledger Product Providers, a continuing security interest in all of such Debtor’s right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered arising (collectively, the “Patent Collateral”):

(i) all letters patent of the U.S. or any other country, all registrations and recordings thereof, and all applications for letters patent of the U.S. or any other country, owned, held, or used by Debtor in whole or in part, including all existing U.S. patents and patent applications of Debtor which are described on Schedule A hereto, as the same may be amended or supplemented pursuant hereto from time to time, and together with and including all patent licenses held by Debtor, including such

patent licenses which are described on Schedule A hereto, together with all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and the inventions disclosed therein, and all rights corresponding thereto throughout the world, including the right to make, use, lease, sell and otherwise transfer the inventions disclosed therein, and all proceeds thereof, including all license royalties and proceeds of infringement suits (collectively, the "Patents");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any of the Patents and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Patents and not otherwise described above; and

(iv) all products and Proceeds of any and all of the foregoing.

(b) Continuing Security Interests. Debtor hereby agrees that this Agreement shall create continuing security interests in the Patent Collateral which shall remain in effect until terminated in accordance with Section 19.

(c) Supplement to Loan Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Loan Agreement, each and every term and provision of which is hereby incorporated herein by this reference. Debtor agrees and acknowledges that nothing in this Agreement is intended as a substitute for or replacement of any term or provision of the Loan Agreement. Agent asserts that this Agreement is unnecessary to grant Agent a security interest in any right, title or interest of Debtor in any of the Patent Collateral because all of the Patent Collateral is already subject to Agent's security interest pursuant to the Loan Agreement. This Agreement is incorporated by reference into the Loan Agreement.

(d) Licenses. Anything in the Loan Agreement or this Agreement to the contrary notwithstanding, Debtor may grant non-exclusive licenses of the Patent Collateral (subject to the security interest of Agent therein) in the ordinary course of business consistent with past practice. Further, nothing in this Agreement, including any remedy available to Agent after the occurrence and during the continuance of an Event of Default, shall interfere, extinguish, or limit the rights of purchasers or distributors of products bearing or services rendered in connection with the Patents in the ordinary course of business from the benefit of said purchased or distributed products or services.

3. Further Assurances; Appointment of Agent as Attorney-in-Fact. Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Agent and Term Loan B Agent any and all documents and instruments, in form and substance satisfactory to Agent and Term Loan B Agent, and take any and all action, which Agent or Term Loan B Agent, in the exercise of its discretion, may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of the security interests in the



Patent Collateral and to accomplish the purposes of this Agreement. If upon Agent's or Term Loan B Agent's reasonable request, Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents they are requested to execute and deliver by Agent or Term Loan B Agent in accordance with the foregoing, Agent shall have the right to, in the name of Debtor, or in the name of Agent or otherwise, without assent by Debtor, but with 5 days written notice to Debtor, and Debtor hereby irrevocably constitutes and appoints Agent (and any of Agent's officers or employees or agents designated by Agent) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments, and perform all other acts, that Agent, in its discretion, deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interests in, the Patent Collateral, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, that Agent deems necessary or advisable to maintain, preserve and protect the Patent Collateral and to accomplish the purposes of this Agreement, including (A) upon the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to any Patent Collateral, (B) to assert or retain any rights under any license agreement for any of the Patent Collateral, including any rights of Debtor arising under Section 365(n) of the Bankruptcy Code, and (C) to execute any and all applications, documents, papers and instruments for Agent to use any Patent Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Patent Collateral, and to assign, convey or otherwise transfer title in or dispose of the Patent Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 19; provided that the foregoing power of attorney shall terminate when all of the Term Loan Obligations have been fully and finally repaid and performed and the Lender Group's obligation to extend credit under the Loan Agreement is terminated. The power of attorney hereby granted is granted irrevocably and for value as part of the security constituted hereby to secure proprietary interests of and the performance of obligations owed to the respective donees and the Debtor hereby acknowledges the same. Notwithstanding any other provision to the contrary in this Agreement, Agent shall have no right to prosecute or enforce any patent application, registration or common law right except upon the occurrence and during the continuance of an Event of Default.

4. Representations and Warranties. Debtor represents and warrants to Agent, as follows:

(a) No Other Patents. A true and correct list of all Patents owned by Debtor, in whole or in part, is set forth on Schedule A (as amended from time to time).

(b) Validity. Each of the Patents listed on Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, all maintenance fees required to be paid on account of any Patents have been timely paid for maintaining such Patents in force, and, to the best of Debtor's knowledge, each of the Patents is valid and enforceable.

(c) Title. (i) Debtor has rights in and good and defensible title to the existing Patent Collateral, (ii) Debtor is the sole and exclusive owner of the Patent Collateral, free and clear of any Liens and rights of others (other than Permitted Liens), including licenses, shop rights and covenants by Debtor not to sue third persons and (iii) with respect to any Patent

for which Debtor is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Patent, each such license or licensing agreement is in full force and effect, such Debtor is not in material default of any of its obligations thereunder, and no other Person is known by such Debtor to have any rights in or to any of the Patent Collateral other than (A) the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by Debtor or any such licensor regarding such Patent Collateral, the parties to any other such non-exclusive licenses or license agreements entered into by Debtor or any such licensor with any other Person.

(d) No Infringement. To the best of Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Patent Collateral by any Person, and (ii) the past, present and contemplated future use of the Patent Collateral by Debtor has not, does not and will not infringe upon (other than an infringement that is immaterial) or violate any right, privilege or license agreement of or with any other Person or give such Person the right to terminate any such license agreement.

(e) Powers. Debtor has the unqualified right, power and authority to pledge and to grant to Agent, security interests in all right, title, and interest of Debtor in and to the Patent Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Term Loan Obligations remain unsatisfied, Debtor agrees:

(a) Promptly give Agent written notice of the occurrence of any event that could reasonably be expected to have a Material Adverse Effect on any of the Patents or the Patent Collateral which is material to its business, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Patents for which Debtor is a licensee;

(b) On a continuing basis, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, including appropriate financing and continuation statements and security agreements, and take all such action as may be necessary or advisable or may be requested by Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interests granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Agent to exercise and enforce its rights and remedies hereunder with respect to the Patent Collateral. Without limiting the generality of the foregoing sentence, Debtor:

(i) hereby authorizes Agent in its Permitted Discretion if Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent, to modify this Agreement without first obtaining Debtor's approval of or signature to such modification by amending Schedule A hereof to include a reference to any right, title or interest in any existing Patent or any Patent acquired or developed by Debtor after the execution hereof,

or to delete any reference to any right, title or interest in any Patent in which Debtor no longer has or claims any right, title or interest; and

(ii) hereby authorizes Agent, in its Permitted Discretion, to file one or more financing or continuation statements, if Debtor refuses to execute and deliver, or fails timely to execute and deliver, any such amendment thereto it is requested to execute and deliver by Agent, in each case, relative to all or any portion of the Patent Collateral, without the signature of Debtor where permitted by law;

(c) Comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all Patent Collateral and give such notice of patent, prosecute such material claims, and do all other acts and take all other measures which, in Debtor's reasonable business judgment, may be necessary or desirable to preserve, protect and maintain Patent Collateral that is material to its business and all of Debtor's rights therein, including the diligent prosecution of any patent application pending as of the date of this Agreement or thereafter.

(d) Comply with each of the terms and provisions of this Agreement, the Loan Agreement, and the other Loan Documents and not enter into any agreement (for example, a license agreement) which is inconsistent with the obligations of Debtor under this Agreement without Agent's prior written consent; and

(e) Not permit the inclusion in any contract to which Debtor becomes a party of any provision that could or might impair or prevent the creation of security interests in favor of Agent, for the benefit of the Lender Group and the Bank Product Providers, in Debtor's rights and interest in any property included within the definitions of the Patents, acquired under such contracts.

6. Future Rights. For so long as any of the Term Loan Obligations shall remain outstanding, or, if earlier, until Agent shall have released or terminated, in whole but not in part, its interest in the Patent Collateral, if and when Debtor shall obtain rights to or develop any new patentable inventions or become entitled to the benefit of any Patent, or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or Patent Collateral or any improvement thereof (whether pursuant to any license or otherwise), the provisions of this Agreement shall automatically apply thereto and Debtor shall give to Agent prompt written notice thereof, and with respect to any other Patent Collateral, if such other Patent Collateral is material to the Loan Parties' business, Debtor shall give to Agent prompt written notice thereof. Debtor shall do all things deemed necessary or advisable by Agent, in its discretion, to ensure the validity, perfection, priority and enforceability of the security interests of Agent in such future acquired Patent Collateral.

7. Duties of Agent and the Lender Group. Notwithstanding any provision contained in this Agreement, none of Agent or any other member of the Lender Group shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Agent or any other member of the Lender Group hereunder or in connection herewith, none of Agent or any other member of the Lender

Group shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Patent Collateral.

8. Events of Default. The occurrence of any “Event of Default” under the Loan Agreement shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Agent shall have all rights and remedies available to it under the Loan Agreement and the other Loan Documents, and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Patent Collateral or any other Collateral. Debtor agrees that such rights and remedies include the right of Agent as a secured party to sell or otherwise dispose of the Collateral after default, pursuant to the UCC. Debtor agrees that Agent shall at all times have such royalty free licenses, to the extent permitted by law and the Loan Documents, for any Patent Collateral that is reasonably necessary to permit the exercise of any of Agent’s rights or remedies upon the occurrence and during the continuance of an Event of Default with respect to (among other things) any tangible asset of Debtor in which Agent has a security interest, including Agent’s rights to sell inventory, tooling or packaging which is acquired by Debtor (or its successors, permitted assignees, or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, and upon the expiration of any cure period provided for in the Loan Agreement Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Agent, in the exercise of its discretion, deems necessary, in the name of Debtor or Agent, to enforce or protect any of the Patent Collateral, and any license thereunder, in which event Debtor shall, at the request of Agent, do any and all lawful and necessary or expedient acts and execute any and all documents required by Agent necessary to such enforcement. To the extent that Agent shall elect not to bring suit to enforce Collateral, Debtor, in the exercise of its reasonable business judgment, agrees, at any time that Debtor has rights in such Patent Collateral, to use all reasonable measures and diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violations thereof by others and for that purpose agree diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Agent and their respective successors and assigns.

11. Notices. All notices and other communications hereunder to Agent shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement and all notices and other communications hereunder to Debtor shall be in writing and shall be mailed, sent or delivered to Debtor, c/o the Term Loan Borrowers or the Revolver Borrowers, as applicable, in accordance with the Loan Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder in respect of the Patent Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive Agent of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules and Exhibits hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. The foregoing notwithstanding, Agent may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement

16. Loan Documents. Debtor acknowledges that the rights and remedies of Agent with respect to the security interests in the Patent Collateral granted hereby are more fully set forth in the Loan Agreement and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. Agent and Debtor agree that, to the extent of any conflict between the provisions of this Agreement and the Loan Agreement, the provisions of the Loan Agreement shall govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Agent (whether under New York law or applicable federal law), in each case in respect of the Patent Collateral, shall not be deemed a conflict with the Loan Agreement.

18. Release of Lien. When the Loan Agreement has been terminated and all of the Term Loan Obligations have been paid in full and each member of the Lender Group's obligations to provide additional credit under the Loan Documents have been terminated irrevocably, Agent will, at Debtor's sole expense, execute and deliver any termination statements, lien releases, re-assignments of patents, discharges of security interests, and other similar discharge or release documents (and, if applicable, in recordable form) as are reasonably

necessary to release, as of record, the Agent's Liens on the Patents and all notices of security interests and liens previously filed by Agent with respect to the Term Loan Obligations.

19. Termination. Upon the payment and performance in full in cash of the Term Loan Obligations, including the cash collateralization, expiration, or cancellation of all Term Loan Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtor, at Debtor's expense, as shall be necessary to evidence termination of the security interest granted by Debtor to Agent hereunder, including the cancellation of this Agreement by written notice from Agent to the PTO.

20. Duties of Agent and the Lender Group. Notwithstanding any provision contained in this Agreement, none of Agent, Term Loan B Agent or any other member of the Lender Group or the Bank Product Providers shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Agent or Term Loan B Agent any other member of the Lender Group or the Bank Product Providers hereunder or in connection herewith, none of Agent, Term Loan B Agent or any other member of the Lender Group or the Bank Product Providers, shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Patent Collateral.

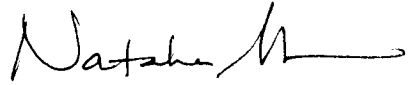
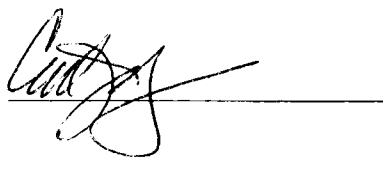
[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**DEBTOR**

EXECUTED as a DEED by: )  
**INFOR INTERNATIONAL LIMITED,** )  
**(formerly AGILISYS INTERNATIONAL** )  
**LIMITED),** )  
a company incorporated under the laws of )  
the Cayman Islands )

in the presence of: )



Witness:  
Name: *Natalie Mauldin*  
Address:

**AGENT**

**WELLS FARGO FOOTHILL, INC.,**  
a California corporation, as Agent

By: Nichol S Stuart  
Name: Nichol S Stuart  
Title: VP



SCHEDULE A

to the

PATENT SECURITY AGREEMENT

Intellectual Property

Patents

1. U.S. Pat. No. 6,088,626, issued July 11, 2000, "Method and apparatus for scheduling work orders in a manufacturing process."
2. U.S. Pat. No. 5,787,000, issued July 28, 1998, "Method and apparatus for scheduling work orders in a manufacturing process."
3. U.S. Pat. No. 6,801,820, issued October 5, 2004, "Method and apparatus for scheduling work orders in a manufacturing process."
4. U.S. Pat. App. No. 09/421,834, filed October 20, 1999, "System and method for throughput measurement."
5. U.S. Pat. App. No. 09/690,566, filed October 17, 2000, "System and method for determining and reducing customer service impact."
6. U.S. Pat. App. No. 10/945,560, filed September 20, 2004, "Method and apparatus for scheduling work orders in a manufacturing process."