

09-24-2003

FORM PTO-1594
(Rev. 10/02)
OMB No. 0651-0027
(exp. 6/30/2005)

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

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

1. Name of conveying party(ies): **9-22-03**

Geac Enterprise Solutions, Inc......Georgia corporation

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

2. Name and address of receiving party(ies)

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

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

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

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other:

OFFICE OF PUBLIC RECORDS
2003 SEP 22 AM 11:57
FINANCE SECTION

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **September 9, 2003**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

76/191,152 78/233,680

B. Trademark Registration No.(s)

	1,812,447	1,266,946	909,147
1,051,542	1,582,343	2,529,677	1,858,472
1,396,595	2,594,050	1,396,596	1,428,812
1,934,774	1,817,373	1,974,137	1,943,234

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning this 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 registrations involved: **17**

7. Total fee (37 CFR 3.41)..... **\$440.00**

- Enclosed
- Authorized to be charged to deposit account (if underpayment)

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 BTOM11 00000126 76191152

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

01 FC:8521
02 FC:8522

40.00 OP
400.00 OP

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TRADEMARK
REEL: 002828 FRAME: 0949

U.S. TRADEMARK SECURITY AGREEMENT

This U.S. TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of September 9, 2003 by and among GEAC COMPUTER CORPORATION LIMITED, a Canadian corporation ("GCCL"), GEAC COMPUTERS, INC., a Missouri corporation ("GCI"), GEAC ENTERPRISE SOLUTIONS, INC., a Georgia corporation ("GESI"), INTEREALTY CORP., a Colorado corporation ("Interealty"), EXTENSITY, INC., a Delaware corporation ("Extensity"), and GEAC CANADA LIMITED, a Canadian corporation ("GCL" and collectively with GCCL, GCI, GESI, Interealty, and Extensity, the "Grantors" and each a "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 Grantors and certain of the Grantors' 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 GCI, GESI, Interealty, Remanco and Extensity (collectively, the "US Grantors") and GCCL in their capacities as Borrowers thereunder (collectively, the "Loans") and (b) GCL has guaranteed the Borrowers' Obligations thereunder.

To secure the Loans each US 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. To secure their respective obligations to the Secured Parties each of GCCL and GCL 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 pursuant to the Canadian Security Agreement dated as of the date hereof made by GCCL, GCL and certain of their Affiliates in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Canadian Security Agreement").

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

The Grantors have 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 Grantors pursuant to the Loan Agreement, the Grantors agree, 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, each Grantor hereby grants to the Agent, in each case for Agent's benefit and the ratable benefit of each other Secured Party, a continuing security interest in and to all of the Trademark Collateral, whether now or hereafter existing or acquired by such Grantor.

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

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including, but not limited to, those referred to in Schedule I attached hereto under such Grantor's name, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith (including, but not limited to, registrations issued by, and applications filed in the United States Patent and Trademark Office or in any office or agency of any State of the United States of America), and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (any and each of the foregoing, a "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including but not limited to each Trademark license referred to in Schedule I attached hereto (which Schedule sets forth the trademark licenses in which such Grantor is an exclusive licensee and which licenses are recorded in the United States Patent and Trademark Office) under such Grantor's name; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantors against third parties for past, present or future infringement or dilution of any of Trademark Collateral (other than such claim).

With respect to the Grantors taken as a whole, "Trademark Collateral" means, collectively, all of each Grantor's interest in and to the foregoing.

SECTION 3. Trademark 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 Grantors will execute and deliver to the Agent a Trademark Security Agreement Supplement in the form of Exhibit A hereto (each a "Supplement") updating Schedule I hereto. Each 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 Grantors for the purpose of recording the security interest of the Agent in the Trademark

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 (in the case of the US Grantors) and the Canadian Security Agreement (in the case of GCCL and GCL). 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. Each Grantor further acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement (with respect to each US Grantor) and the Canadian Security Agreement (with respect to GCCL and GCL), the terms and provisions of each 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 Trademark 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 interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such disposition or termination, the Agent will, at the Grantors' sole expense, (a) deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Agent hereunder and (b) execute and deliver to the Grantors such documents, and make such other filings, as the Grantors shall reasonably request to evidence the Agent's release of its security interest in the Trademark 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.

GRANTORS:

GEAC COMPUTER CORPORATION LIMITED

By: H. Anger
Hema Anganu
Treasurer

GEAC COMPUTERS, INC.

By: H. Anger
Hema Anganu
Authorized Signatory

GEAC ENTERPRISE SOLUTIONS, INC.

By: H. Anger
Hema Anganu
Authorized Signatory

INTEREALTY CORP.

By: H. Anger
Hema Anganu
Authorized Signatory

EXTENSITY, INC.

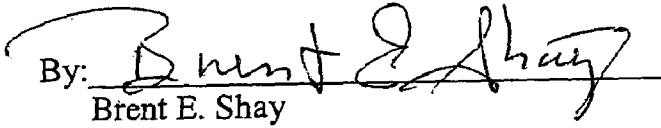
By: H. Anger
Hema Anganu
Authorized Signatory

GEAC CANADA LIMITED

By: H. Anger
Hema Anganu
Treasurer

AGENT:

WELLS FARGO FOOTHILL, INC.,
as Agent

By: 
Brent E. Shay
Vice President

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered U.S. Trademarks

<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Mark</u>
2,214,193	December 29, 1998	EXTENSITY	Extensity (Class 9)
2,553,648	March 26, 2002	EXTENSITY	Extensity (Class 35, 42)
2,721,784	June 3, 2003	EXTENSITY	Extensity Connect (Class 9, 35, 42)
1,955,458	February 13, 1996	GCCL	Geac (Class 9, 37, 42)
1,437,882	April 28, 1987	GCI	Pro-mation
2,578,649	June 11, 2002	GCI	Starbuilder
2,578,647	June 11, 2002	GCI	Starimport
2,685,600	February 11, 2003	GCI	Starproject
2,578,648	June 11, 2002	GCI	Starviewer
2,691,020	February 25, 2003	GCI	AMSI Word
2,688,763	February 18, 2003	GCI	AMSI Word & Design
2,330,562	March 21, 2000	GCI	Win The Race Against Time
2,039,655	February 25, 1997	GCI	Visionshift
2,172,568	July 14, 1998	GCL	Active Architecture
1,812,447	December 21, 1993	GESI	A (A Design)
1,266,946	February 14, 1984	GESI	ALLTAX (Class 9)
909,147	March 2, 1971	GESI	ALLTAX (Class 38)
1,051,542	October 26, 1976	GESI	ALLTAX (Class 42)
1,582,343	February 13, 1990	GESI	ALLTAX2
2,529,677	January 15, 2002	GESI	Appcare
1,858,472	October 18, 1994	GESI	Design
1,396,595	June 10, 1986	GESI	Expertlink
2,594,050	July 16, 2002	GESI	Geac Enterprise Solutions
1,396,596	June 10, 1986	GESI	Information Expert
1,428,812	February 10, 1987	GESI	Millennium
1,934,774	November 14, 1995	GESI	Millennium
1,817,373	January 18, 1994	GESI	Smartstream
1,974,137	May 14, 1996	GESI	Streambuilder (Class 9)
1,943,234	December 19, 1995	GESI	TotalHR
2,388,999	September 26, 2000	Interealty	ANSWERLINK (Class 42)
2,199,309	October 27, 1998	Interealty	Interealty
2,158,881	May 19, 1998	Interealty	Interealty (Class 42)
2,200,941	November 3, 1998	Interealty	Design Only
2,158,882	May 19, 1998	Interealty	Interealty & Design
2,199,308	October 27, 1998	Interealty	Interealty & Design (Class 9, 16,

			36, 41, 42)
2,239,925	April 13, 1999	Interealty	PROPERTYPRESS (Class 42)
1,928,869	October 24, 1995	Interealty	STELLAR 3 (Service Mark)
1,930,402	October 31, 1995	Interealty	STELLAR 3
1,930,401	October 31, 1995	Interealty	STELLARTAX (Service Mark)
1,926,857	October 17, 1995	Interealty	STELLARVISION
1,928,868	October 24, 1995	Interealty	STELLARVISION (Service Mark)

Pending Applications for U.S. Trademark Registration

<u>Serial No.</u>	<u>Filing Date</u>	<u>Owner</u>	<u>Mark</u>
76/191,152	January 8, 2001	GESI	Geac Enterprise Solutions
78/233,680	April 3, 2003	GESI	Active Client
75/983,203	October 27, 1999	Interealty	MLXCHANGE (Class 35)
75/856,139	October 27, 1999	Interealty	MLXCHANGE (Class 9)
78/260,040	June 9, 2003	GCCL	Geac (Class 9)
78/260,053	June 9, 2003	GCCL	Geac (Class 42)
78/260,051	June 9, 2003	GCCL	Geac Performance at Every Level (Class 9)
78/260,046	June 9, 2003	GCCL	Geac Performance at Every Level (Class 42)

Item B. Recorded U.S. Trademark Licenses

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

Exhibit A

Form of Trademark Security Agreement Supplement

[Date]

This Trademark Security Agreement Supplement (this "Supplement") is made by GEAC COMPUTER CORPORATION LIMITED, a Canadian corporation ("GCCL"), GEAC COMPUTERS, INC., a Missouri corporation ("GCI"), GEAC ENTERPRISE SOLUTIONS, INC., a Georgia corporation ("GESI"), INTEREALTY CORP., a Colorado corporation ("Interealty"), EXTENSITY, INC., a Delaware corporation ("Extensity"), and GEAC CANADA LIMITED, a Canadian corporation ("GCL" and collectively with GCCL, GCI, GESI, Interealty, and Extensity, the "Grantors" and each a "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").

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 Grantors, certain of the Grantors' Affiliates, the Agent and the financial institutions from time to time party thereto as Lenders (the "Lenders") and (ii) the U.S. Trademark Security Agreement dated as of September 9, 2003 (the "Trademark Security Agreement") by and among the Grantors and the Agent. Capitalized terms used but not otherwise defined in this Supplement have the respective meanings given to such terms in the Trademark Security Agreement.

In accordance with Section 3 of the Trademark Security Agreement, Schedule I of the Trademark Security Agreement is hereby amended by adding the Trademark 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 Trademark Collateral which any Grantor has registered with the United States Patent and Trademark Office, or for which any 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].

Each Grantor ratifies and confirms that all copyrights and copyright licenses listed on Schedule S-I hereto constitute Trademark Collateral under the Trademark 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 Trademark Collateral set forth on Schedule S-I hereto.

This Supplement has been executed and delivered by the Grantors for the purpose of recording the Agent's security interest in the Trademark 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 Trademark 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 Grantors have executed and delivered this Supplement as of the date first written above.

GRANTORS:

GEAC COMPUTER CORPORATION LIMITED

By: _____
Name: _____
Title: _____

GEAC COMPUTERS, INC.

By: _____
Name: _____
Title: _____

GEAC ENTERPRISE SOLUTIONS, INC.

By: _____
Name: _____
Title: _____

INTEREALTY CORP.

By: _____
Name: _____
Title: _____

EXTENSITY, INC.

By: _____
Name: _____
Title: _____

GEAC CANADA LIMITED

By: _____
Name: _____
Title: _____

SCHEDULE S-I
to Trademark Security Agreement Supplement

[To follow format of Trademark Security Agreement.]

U.S. Trademark Security Agreement
3594377

[Form of Trademark Security Agreement Supplement]

RECORDED: 09/18/2003

**TRADEMARK
REEL: 002828 FRAME: 0959**