

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

<p>1. Name of conveying party(ies): <b>WELLS FARGO FOOTHILL, INC.</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership            <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation (California)  <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies)</p> <p>Name: <b>INFOR INTERNATIONAL LIMITED</b></p> <p>Address: <b>11720 AMBER PARK DRIVE ALPHARETTA, GEORGIA 30004</b></p>
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<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement            <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other - RELEASE OF SECURITY INTEREST</p> <p>Execution Date: <u>April 4, 2005</u></p>	<p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Company organized under laws of the Cayman Islands  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) See attached</p>	<p>B. Trademark Registration No.(s) See attached</p>
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Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Hayley Smith, Senior Legal Assistant Kirkland &amp; Ellis LLP 153 East 53rd Street New York, NY 10022-4675 (212) 446-4800 (Phone) (212) 446-4900 (Facsimile)</p>	<p>6. Total number of applications and registrations involved: 41</p> <p>7. Total fee (37 CFR 3.41)..... \$ 1040  <input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account</p> <p>8. Charge to Deposit Account No. 111098  (Attach duplicate copy of this page if paying by deposit account)</p>
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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.*

Hayley Smith                      Hayley M. Smith                      4-5-05  
Name of Person Signing                      Signature                      Date

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

CH \$1040.00 111098 78324710

**SCHEDULE TO RECORDATION COVER SHEET****REGISTRATIONS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Reg. No.</b>
LILLY SOFTWARE ASSOCIATES, INC.	U.S.	2,392,885
LSA and Design	U.S.	2,547,799
MANUFACTURING WINDOW	U.S.	1,884,400
SCHEDULING WINDOW	U.S.	1,859,308
SCHEDULING WINDOW	U.S.	2,444,039
VISUAL	U.S.	2,606,306
VISUAL APS	U.S.	2,462,199
VISUAL CRM	U.S.	2,759,335
VISUAL DBR	U.S.	2,756,931
VISUAL DCMS	U.S.	2,772,835
VISUAL DESIGNLINK	U.S.	2,550,252
VISUAL DIRECTIONS	U.S.	2,169,304
VISUAL DISTRIBUTION	U.S.	2,324,834
VISUAL EXCHANGE	U.S.	2,776,086
VISUAL EXECUTIVELINK	U.S.	2,303,372
VISUAL FINANCIALS	U.S.	1,905,367
VISUAL FRONT OFFICE	U.S.	2,571,925
VISUAL INSTRUCTOR	U.S.	2,746,301
VISUAL JOBSHOP	U.S.	2,412,711
VISUAL MANUFACTURING	U.S.	1,894,849
VISUAL MANUFACTURING	U.S.	2,440,390
VISUAL MANUFACTURING	U.S.	2,459,248
VISUAL MRP	U.S.	2,065,392
VISUAL ORDER MANAGEMENT	U.S.	2,534,550
VISUAL QUALITY	U.S.	1,904,140
VISUAL QUICKQUOTE	U.S.	2,457,564
VISUAL SUPPLY CHAIN	U.S.	2,601,778
MERCIALINCS (logo)*	U.S.	2,394,834
MERCIALINCS*	U.S.	2,160,377

**APPLICATIONS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No.</b>
LEAN LEAD-TIME	U.S.	78/324,710
LEAN SCHEDULING	U.S.	78/324,696
LEAN WIP	U.S.	78,324,719
VISUAL EASY LEAN	U.S.	78/376,410
VISUAL ENTERPRISE	U.S.	76/319,752
VISUAL ENTERPRISE AEROSPACE & DEFENSE	U.S.	76/422,233
VISUAL HR	U.S.	75/824,744
VISUAL HUMAN RESOURCES	U.S.	75/824,743
VISUAL KANBAN	U.S.	78/324,714
VISUAL REPETITIVE MANUFACTURING	U.S.	75/889,349
VISUAL SUPPLY CHAIN PLANNING	U.S.	78/231,498
VISUAL TIME AND ATTENDANCE	U.S.	78/408,655

## RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of April 4, 2005 ("Effective Date") by Wells Fargo Foothill, Inc., a California corporation ("Grantee"), in favor of Infor International Limited, a company organized under the laws of the Cayman Islands with company number 116883, formerly known as Agilisys International Limited ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain 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 amended by that certain Amendment Number Two to Amended and Restated Loan and Security Agreement, dated as of May 28, 2004, as amended by that certain Amendment Number Three to Amended and Restated Loan and Security Agreement, dated as of June 8, 2004, as amended by that certain Amendment Number Four to Amended and Restated Loan and Security Agreement, dated as of August 9, 2004, as amended by that certain Amendment Number Five to Amended and Restated Loan and Security Agreement, dated as of August 31, 2004, as amended by that certain Amendment Number Six to Amended and Restated Loan and Security Agreement, dated as of October 19, 2004, as amended by that certain Amendment Number Seven to Amended and Restated Loan and Security Agreement, dated as of November 1, 2004, as amended by that certain Amendment Number Eight to Amended and Restated Loan and Security Agreement and Waiver, dated as of December 30, 2004 (as so amended, and as further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Grantee, as agent for the Lenders, holds a Lien (as such term is defined in the Loan Agreement and the Security Agreement, defined below) against all intellectual and industrial property rights owned by Grantor relating to the assets purchased by Grantor from Lilly Software Associates, Inc. and its subsidiaries pursuant to that certain Asset Purchase Agreement dated October 19, 2004 (the "Lilly Acquisition") and the assets purchased by Grantor from Finmatica Limited pursuant to the that certain Administration Assets Sale Agreement dated January 4, 2005 (the "Finmatica Acquisition") (collectively, the "Collateral");

WHEREAS, pursuant to the terms and conditions of that certain Amendment Number Nine to Amended and Restated Loan and Security Agreement, Extension and Waiver dated April 4, 2005 ("Amendment Nine"), the Required Lenders have consented to the release of the Lien on the Collateral (as further specified in Amendment Nine), including, without limitation, the trademark registrations and applications listed on Schedule A hereto (the "Trademarks").

WHEREAS, pursuant to the terms and conditions of that certain Amended and Restated Trademark Security Agreement, dated as of February 19, 2004 by and among Grantor and other Debtors (as such term is defined therein), as amended by Amendment Number One to Amended and Restated Trademark Security Agreement by and among Grantor, Debtors (as such term is defined in Amendment Number One to Amended and Restated Trademark Security Agreement, dated October 19, 2004 (the "Security Agreement")), and Grantee, as agent for the Lenders, as such term is defined in the Security Agreement, Grantor assigned, transferred and conveyed to Grantee, and granted to Grantee, a security interest and mortgage in all of Grantor's

right, title and interest in and to the Trademark Collateral (as such term is defined in the Security Agreement) relating to the Finmatica Acquisition and the Lilly Acquisition, including the Trademarks;

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on October 28, 2004, at Reel 2966, Frame 0401; and

WHEREAS, Grantee desires to release its Lien in the Collateral, including, without limitation, the Trademark Collateral relating to the Lilly Acquisition and Finmatica Acquisition (the "Released Trademark Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. Grantee's Lien in the Collateral, including the Released Trademark Collateral granted pursuant to any Loan Document (including the Dutch Security Agreement)(as defined in the Loan Agreement), is hereby terminated and released.
2. Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest and collateral assignment in the Collateral, including without limitation the entire right, title and interest in and to the Released Trademark Collateral, including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world and the goodwill of the business to which the Released Trademark Collateral relates.
3. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release.

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

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

By: Nicholas Shwarz  
Name: Nicholas Shwarz  
Title: VP

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL]

SCHEDULE A  
TRADEMARK REGISTRATIONS

U.S. Trademark Registrations

Mark	Jurisdiction	Reg. No.
LILLY SOFTWARE ASSOCIATES, INC.	U.S.	2,392,885
LSA and Design	U.S.	2,547,799
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VISUAL ENTERPRISE	U.S.	76/319,752
VISUAL ENTERPRISE AEROSPACE & DEFENSE	U.S.	76/422,233

SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

TRADEMARK  
REEL: 003084 FRAME: 0210

Mark	Jurisdiction	Serial No.
VISUAL HR	U.S.	75/824,744
VISUAL HUMAN RESOURCES	U.S.	75/824,743
VISUAL KANBAN	U.S.	78/324,714
VISUAL REPETITIVE MANUFACTURING	U.S.	75/889,349
VISUAL SUPPLY CHAIN PLANNING	U.S.	78/231,498
VISUAL TIME AND ATTENDANCE	U.S.	78/408,655

\* The security interest in the "Finmatica Trademark Collateral" was not recorded at the United States Patent and Trademark Office.

**Foreign Trademark Registrations**

Mark	Jurisdiction	Reg. No(s)
LILLY SOFTWARE ASSOCIATES	Australia	832,894
VISUAL APS	Australia	831,623
VISUAL DISTRIBUTION	Australia	831,621
VISUAL MANUFACTURING	Australia	832,774
VISUAL REPETITIVE MANUFACTURING	Australia	840,656
VISUAL QUALITY	Benelux	0681479
VISUAL APS	Canada	613,274
VISUAL MANUFACTURING	Canada	611,720
VISUAL QUALITY	Canada	612,884
MERCIALINCS (logo)	China	1237063
LILLY SOFTWARE ASSOCIATES, INC.	European Union	1,297,415
LSA and Design	European Union	1,297,456
VISUAL	European Union	1,290,428
VISUAL APS	European Union	1,609,700
VISUAL DISTRIBUTION	European Union	1,609,262
VISUAL ENTERPRISE	European Union	2,159,036
VISUAL MANUFACTURING	European Union	402,248
VISUAL MANUFACTURING	European Union	1,603,976
VISUAL REPETITIVE MANUFACTURING	European Union	1,724,053
VISUAL SCHEDULING WINDOW	European Union	1,399,435
MERCIALINCS (figurative)	European Union	000434852
MERCIALINCS (logo)	Hong Kong	199803120 (currently expired)
MERCIALINCS (logo)	Indonesia	416351
VISUAL ENTERPRISE	United Kingdom	2,304,273
VISUAL QUALITY	United Kingdom	2,229,279
MERCIA-LINCS	United Kingdom	2,026,584

**Foreign Trademark Applications**

Mark	Jurisdiction	Serial No.
VISUAL DISTRIBUTION	Canada	1,054,802
VISUAL REPETITIVE MANUFACTURING	Canada	1,064,840