

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CAPS Logistics Inc.		09/22/2005	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	270 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Association-National:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2716992	CAPS LOGISTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-783-2700		
<b>Email:</b>	pagodoa@federalresearch.com		
<b>Correspondent Name:</b>	CBCInnovis dba Federal Research		
<b>Address Line 1:</b>	1030 Fifteenth Street, NW, Suite 920		
<b>Address Line 2:</b>	attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	341792		
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa		
<b>Signature:</b>	/pja/		
<b>Date:</b>	10/05/2005		

**CH \$40.00 2716992**

**Total Attachments: 15**

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RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

Tab settings ⇨ ⇨ ⇨

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

1. Name of conveying party(ies):  
CAPS Logistics Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 09/22/2005

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Internal

Address: \_\_\_\_\_

Street Address: 270 Park Avenue

City: New York State: NY Zip: 10017

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_ National \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State \_\_\_\_\_

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations 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)  
PLEASE SEE ATTACHED.

B. Trademark Registration No.(s)  
PLEASE SEE ATTACHED.

Additional number(s) attached  Yes  No

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

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW

Suite 920

City Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

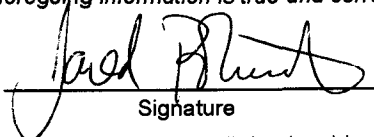
**DO NOT USE THIS SPACE**

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.*

Jared Policicchio

Name of Person Signing



Signature

10/03/2005

Date

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

**US TRADEMARKS APPLICATIONS AND REGISTRATIONS**

<u>Owner of Record</u>	<u>Reg. / App. No.</u>	<u>Mark</u>
CAPS Logistics Inc.	2716992	CAPS LOGISTICS

TRADEMARK SECURITY AGREEMENT, dated as of September 22, 2005, among SSA GLOBAL TECHNOLOGIES, INC. (the "Borrower"), the subsidiaries (the "Subsidiary Parties") of the Borrower listed on Schedule I hereto and JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Collateral Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of September 22, 2005 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, each Subsidiary of the Borrower from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of September 22, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders from time to time party thereto (the "Lenders") and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all of the following now owned or hereafter acquired by any Grantor:
- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos and other source or business identifiers, all registrations, applications and recordings thereof, and all registration and application recordings filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (except for intent-to-use applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, to the extent that any security interest of the Collateral Agent therein could reasonably be expected to cause the invalidation of such application and unless and until an Amendment of Alleged Use or a Statement of Use under

Section 1(c) or (d), as the case may be, of such Act (or the equivalent) in respect thereof has been filed with, and accepted by, the United States Patent and Trademark Office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule III, as updated from time to time pursuant to Section 4.05(e) and (b) all goodwill associated therewith or symbolized thereby.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND WHOLLY PERFORMED THEREIN.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute a single contract.

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

SSA GLOBAL TECHNOLOGIES, INC.,

by



Name:

**KIRK J. ISAACSON**

Title:

EXECUTIVE VICE PRESIDENT & GENERAL COUNSEL

JPMORGAN CHASE BANK, N.A., as  
Collateral Agent,

by

Name:

Title:

TRADEMARK

REEL: 003170 FRAME: 0932

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

SSA GLOBAL TECHNOLOGIES, INC.,

by

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

JPMORGAN CHASE BANK, N.A., as  
Collateral Agent,

by

  
\_\_\_\_\_  
Name: David M. Mallett  
Title: Vice President




INFINIUM SOFTWARE, INC.,

by

  
Name: KIRK J. ISAACSON  
Title: KIRK J. ISAACSON


INFINIUM SOFTWARE ASIA/PACIFIC,  
INC.,

by

  
Name: KIRK J. ISAACSON  
Title: KIRK J. ISAACSON

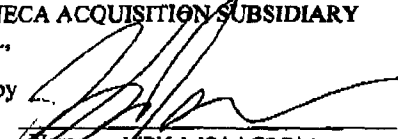
SENECA HOLDINGS INC.,

by

  
Name: KIRK J. ISAACSON  
Title: KIRK J. ISAACSON

SENECA ACQUISITION SUBSIDIARY  
INC.,

by

  
Name: KIRK J. ISAACSON  
Title: KIRK J. ISAACSON

ELEVON, INC.

by

  
Name: KIRK J. ISAACSON  
Title: KIRK J. ISAACSON

CAPS LOGISTICS INC.

by 

Name:

Title: KIRK J. ISAACSON

BAAN U.S.A., INC.,

by 

Name:

Title: KIRK J. ISAACSON

EXE TECHNOLOGIES, INC.

by 

Name:

Title: KIRK J. ISAACSON

SSA PACIFIC RIM CORP.,

by 

Name:

Title: KIRK J. ISAACSON

SSA GLOBAL TECHNOLOGIES  
(JAPAN) L.L.C.,

by 

Name:

Title: KIRK J. ISAACSON

SSA JAPAN CORP.,

by

  
Name: KIRK J. ISAACSON  
Title:

ARZOON GLOBAL COMMERCE, INC.,

by

  
Name: KIRK J. ISAACSON  
Title:

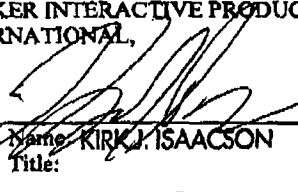
BONIVA SOFTWARE, INC.,

by

  
Name: KIRK J. ISAACSON  
Title:

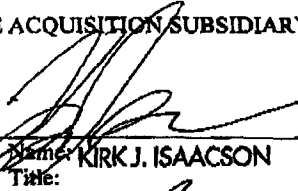
WALKER INTERACTIVE PRODUCTS  
INTERNATIONAL,

by

  
Name: KIRK J. ISAACSON  
Title:

SSA-E ACQUISITION SUBSIDIARY  
INC.,

by

  
Name: KIRK J. ISAACSON  
Title:

SSA-E MERGER SUBSIDIARY INC.,

by

  
Name: KIRK J. ISAACSON  
Title:

Schedule I

SUBSIDIARY PARTIES

CAPS Logistics Inc.  
Elevon, Inc.  
Infinium Software, Inc.

Schedule II

TRADEMARKS

See Attached.

**US TRADEMARKS APPLICATIONS AND REGISTRATIONS**

<u>Owner of Record</u>	<u>Reg. / App. No.</u>	<u>Mark</u>
CAPS Logistics Inc.	2716992	CAPS LOGISTICS

**US TRADEMARKS APPLICATIONS AND REGISTRATIONS**

<b><u>Owner of Record</u></b>	<b><u>Reg. / App. No.</u></b>	<b><u>Mark</u></b>
Elevon, Inc.	2727183	ELEVON
Elevon, Inc.	2467240	HORIZON
Elevon, Inc.	2330246	WALKER

**US TRADEMARKS APPLICATIONS AND REGISTRATIONS**

<b><u>Owner of Record</u></b>	<b><u>Reg. / App. No.</u></b>	<b><u>Mark</u></b>
Infinium Software, Inc.	2031558	INFINIUM
Infinium Software, Inc.	2314388	INFINIUM



**US TRADEMARKS APPLICATIONS AND REGISTRATIONS**

<b><u>Owner of Record</u></b>	<b><u>Reg. / App. No.</u></b>	<b><u>Mark</u></b>
SSA Global Technologies, Inc.	76155457	1:1 PERSONAL AGENTS
SSA Global Technologies, Inc.	2779792	ARZOOM
SSA Global Technologies, Inc.	2602762	BPCS
SSA Global Technologies, Inc.	78304993	BUSINESS WITHOUT BOUNDARIES
SSA Global Technologies, Inc.	2327696	EXE
SSA Global Technologies, Inc.	2365587	EXE TECHNOLOGIES
SSA Global Technologies, Inc.	2290776	IRONSIDE
SSA Global Technologies, Inc.	2737885	LIFE
SSA Global Technologies, Inc.	1582410	MANMAN
SSA Global Technologies, Inc.	78420012	MARCAM
SSA Global Technologies, Inc.	1376990	MASTERPIECE
SSA Global Technologies, Inc.	1421775	MASTERPIECE
SSA Global Technologies, Inc.	1541279	MAXCIM
SSA Global Technologies, Inc.	2219368	OBTECH
SSA Global Technologies, Inc.	2183235	PRISM
SSA Global Technologies, Inc.	2183236	PRISM
SSA Global Technologies, Inc.	2211400	PRISM
SSA Global Technologies, Inc.	78506085	SSA GLOBAL FORWARD FASTER (Design)
SSA Global Technologies, Inc.	2741262	SSA GLOBAL TECHNOLOGIES
SSA Global Technologies, Inc.	2741266	SSA GLOBAL TECHNOLOGIES
SSA Global Technologies, Inc.	2741267	SSA GLOBAL TECHNOLOGIES
SSA Global Technologies, Inc.	2746396	SSA GLOBAL TECHNOLOGIES
SSA Global Technologies, Inc.	76386958	SSA GT
SSA Global Technologies, Inc.	2693916	V
SSA Global Technologies, Inc.	2698407	V VIGILANCE
SSA Global Technologies, Inc.	2698377	VIGILANCE