

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Epicor Software Corporation		03/30/2006	CORPORATION: DELAWARE
CRS Retail Systems, Inc.		03/30/2006	CORPORATION: NEW YORK
CRS Retail Technology Group, Inc.		03/30/2006	CORPORATION: UTAH

**RECEIVING PARTY DATA**

Name:	KeyBank National Association, as Administrative Agent
Street Address:	601 108th Ave. NE, 5th Floor
Internal Address:	WA-31-18-0512
City:	Bellevue
State/Country:	WASHINGTON
Postal Code:	98004
Entity Type:	National Association:

**PROPERTY NUMBERS Total: 43**

Property Type	Number	Word Mark
Registration Number:	2372229	
Registration Number:	2419475	AVANTE
Registration Number:	2056723	ACCOUNT TRACKER
Registration Number:	1766594	CLIENTELE
Registration Number:	1950391	CUSTOMER TRACKER
Registration Number:	1552647	DCD
Registration Number:	1557335	DCD
Registration Number:	2488384	E
Registration Number:	2567833	EPICOR
Serial Number:	78398905	EPICOR
Registration Number:	2571917	ETOUR

CH \$1090.00 2372229

Registration Number:	2290925	EVOLVING ENTERPRISE
Registration Number:	2990401	EXPRESSSHIP
Registration Number:	1390553	MANAGE 2000
Registration Number:	1950390	ORDER TRACKER
Registration Number:	2006585	PART TRACKER
Registration Number:	2042827	QUOTE TRACKER
Registration Number:	2113917	SHOP OVERVIEW
Registration Number:	1987918	SHOP TRACKER
Registration Number:	1928508	SHOPVISION
Registration Number:	2314059	TDC-LINCS
Registration Number:	2821582	THINK AHEAD. STAY AHEAD.
Registration Number:	2044073	VANTAGE
Registration Number:	2265928	VANTAGEPOINT
Registration Number:	2895370	VISTA
Serial Number:	76074423	FOUND
Registration Number:	2304030	FOUND.COM
Registration Number:	2178891	ENCORE
Registration Number:	2157277	ENCORE RETAIL SUITE
Serial Number:	76577998	SAVE-THE-SALE
Serial Number:	76566642	CRS ENTERPRISE SELLING
Serial Number:	76566716	CRS LABORMANAGEMENT
Serial Number:	76566713	CRS LEARNINGSOLUTIONS
Serial Number:	76566639	CRS LOSSPREVENTION
Serial Number:	76566644	CRS MOBILESTORE
Serial Number:	76566711	CRS RETAILCONNECT
Serial Number:	76566640	CRS RETAILCRM
Serial Number:	76566645	CRS RETAILPOS
Serial Number:	76566710	CRS RETAILSTORE
Serial Number:	76566646	CRS RETAIL SUITE
Serial Number:	76566712	CRS RETURNSMANAGEMENT
Serial Number:	76566714	CRS SALESAUDIT
Serial Number:	76566643	CRS STOREOFFICE

CORRESPONDENCE DATA

Fax Number: (312)258-5700

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312-258-5724  
Email: trademarks@schiffhardin.com  
Correspondent Name: Chris L. Bollinger  
Address Line 1: P.O. Box 06079  
Address Line 2: Schiff Hardin LLP  
Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	27561-0052
NAME OF SUBMITTER:	Chris L. Bollinger
Signature:	/Chris L. Bollinger/
Date:	04/12/2006

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated as of March 30, 2006, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of KEYBANK NATIONAL ASSOCIATION, as Administrative Agent (the "*Administrative Agent*") for the Lenders (as defined in the Credit Agreement referred to below).

WHEREAS, Epicor Software Corporation, a Delaware corporation, has entered into a Credit Agreement dated as of March 30, 2006 (as amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with KeyBank National Association, as Administrative Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the Issuing Lender under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement (Personal Property) dated as of March 30, 2006 between each Grantor party thereto and the Administrative Agent (each as amended, amended and restated, supplemented or otherwise modified from time to time, collectively the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Administrative Agent for the ratable benefit of the Lenders, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

**SECTION 1. Grant of Security.** Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Lenders a security interest in and to all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement (an "*IP Security Agreement Supplement*"), executed and delivered by such Grantor to the Administrative Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be

supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Administrative Agent from time to time) (the "Trademarks");

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Administrative Agent from time to time) (the "Copyrights");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

**SECTION 2. Security for Obligations.** The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of the Secured Obligations (as defined in the Security Agreement) of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest (including any interest that accrues after the commencement of bankruptcy), premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

**SECTION 3. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

**SECTION 4. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

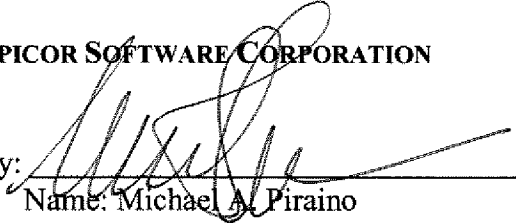
**SECTION 5. Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

**SECTION 6. Governing Law.** This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of California.

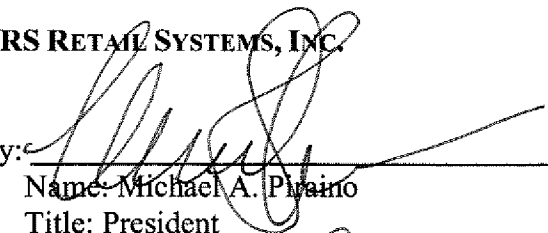
INTELLECTUAL PROPERTY SECURITY AGREEMENT

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

**EPICOR SOFTWARE CORPORATION**

By:   
Name: Michael A. Piraino  
Title: Chief Financial Officer and  
Executive Vice President

**CRS RETAIL SYSTEMS, INC.**

By:   
Name: Michael A. Piraino  
Title: President

**CRS RETAIL TECHNOLOGY GROUP, INC.**

By:   
Name: Michael A. Piraino  
Title: President

INTELLECTUAL PROPERTY SECURITY AGREEMENT

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

**KEYBANK NATIONAL ASSOCIATION,**  
as Administrative Agent

By: \_\_\_\_\_

Name:

**THOMAS A. CRANDELL**

Title:

**SENIOR VICE PRESIDENT**

**TRADEMARK**

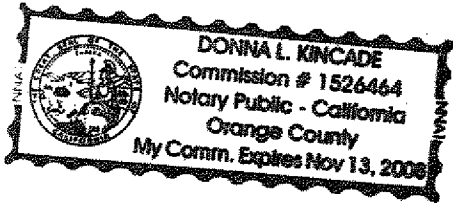
**REEL: 003288 FRAME: 0184**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Orange } ss.

On March 30, 2006 before me, Donna L. Kincaid, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Michael A. Piraino  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
Donna L. Kincaid  
Signature of Notary Public

**OPTIONAL**

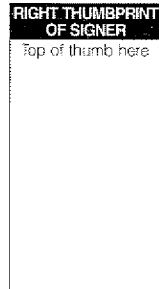
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: IP Security Agreement  
Document Date: 0 Number of Pages: —  
Signer(s) Other Than Named Above: 0

**Capacity(ies) Claimed by Signer**

Signer's Name: Michael A. Piraino  
 Individual  
 Corporate Officer — Title(s): ESC-CFO + EVP  
 Partner —  Limited  General CRT-President  
 Attorney-in-Fact CRS-President  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

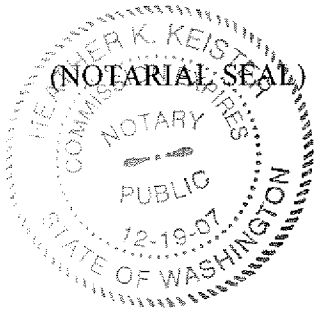


INTELLECTUAL PROPERTY SECURITY AGREEMENT

STATE OF WASHINGTON )  
COUNTY OF KING ) SS.

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Thomas A. Crandell, personally known to me to be the Senior Vice President of KeyBank National Association, and personally known to me to be the same person whose name is subscribed to the foregoing Intellectual Property Security Agreement, appeared before me this day and acknowledged that he signed and delivered said agreement as an officer of said bank and caused the seal of said bank to be affixed thereto, pursuant to authority given by the board of directors of said bank, as his free and voluntary act and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 29<sup>th</sup> day of March, 2006.



Heather K. Keister  
Notary Public

My Commission Expires: 12/19/07

Schedule A to the  
IP Security Agreement

PATENTS

Patent (U.S.)	Application Number	Serial Number	Filing Date	Patent Number	Issue Date
CRS Retail Systems, Inc. (NY)					
System for Viewing Databases	11/070,054	Pending	03/01/05	Pending	Pending



Schedule A-1

Intellectual Property Security Agreement

TRADEMARK  
REEL: 003288 FRAME: 0187

Schedule B to the  
IP Security Agreement

**FEDERAL TRADEMARKS**

MARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
<b>Epicor Software Corporation</b>				
	75/610,834	12/18/98	2,372,229	08/01/00
AVANTE	75/372,310	10/14/97	2,419,475	01/9/01
ACCOUNT TRACKER	74/713,919	08/10/95	2,056,723	04/29/97
CLIENTELE	74/175,209	06/11/91	1,766,594	04/20/93
CUSTOMER TRACKER	74/550,238	07/18/94	1,950,391	01/23/96
DCD	73/752,560	09/16/88	1,552,647	08/22/89
DCD	73/752,616	09/19/88	1,557,335	09/19/89
	75/663,194	03/18/99	2,488,384	09/11/01
EPICOR	75/643,945	02/19/99	2,567,833	5/7/02
EPICOR	78/398,905	04/08/04	Pending	Pending
Etour	75/812,485	09/30/99	2,571,917	05/21/02
EVOLVING ENTERPRISE	75/449,820	03/13/98	2,290,925	11/09/99
EXPRESSSHIP	78/283,293	08/05/03	2,990,401	08/30/2005
Manage	73/454935	11/30/83	1390553	04/22/1986
ORDER TRACKER	74/550,232	07/18/94	1,950,390	01/23/96
PART TRACKER	74/499,727	03/14/94	2,006,585	10/08/96
QUOTE TRACKER	74/713,920	08/10/95	2,042,827	03/11/97
SHOP OVERVIEW	75/178,045	10/07/96	2,113,917	11/18/97
SHOP TRACKER	74/550,253	07/18/94	1,987,918	07/23/96
SHOP VISION	74/375,361	04/05/93	1,928,508	10/17/95
TDC-LINCS	75/599,271	12/01/98	2,314,059	02/01/00
THINK AHEAD. STAY AHEAD.	76/364,508	01/28/02	2,821,582	03/09/04

Schedule B-1

Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 003288 FRAME: 0188**

MARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
VANTAGE	74/499,767	03/14/94	2,044,073	03/11/97
VANTAGEPOINT	75/706,239	07/26/95	2,265,928	08/03/99
VISTA	78/237,673	04/14/03	2,895,370	10/19/04
<b>CRS Retail Technology Group, Inc.</b>				
FOUND	76/074,423	06/21/2000	Pending	Pending
FOUND.COM	75/571,288	10/09/98	2,304,030	12/28/1999
<b>CRT Retail Systems, Inc.</b>				
ENCORE	75/018,109	11/09/95	2,178,891	08/04/1998
ENCORE RETAIL SUITE	75/048,948	01/26/96	2,157,277	05/12/1998
SAVE-THE-SALE	76/577,998	02/27/04	Pending	Pending
CRS ENTERPRISE SELLING	76/566,642	12/22/03	Pending	Pending
CRS LABORMANAGEMENT	76/566,716	12/23/03	Pending	Pending
CRS LEARNING SOLUTIONS	76/566,713	12/23/03	Pending	Pending
CRS LOSSPREVENTION	76/566,639	12/22/03	Pending	Pending
CRS MOBILESTORE	76/566,644	12/22/03	Pending	Pending
CRS RETAILCONNECT	76/566,711	12/23/03	Pending	Pending
CRS RETAILCRM	76/566,640	12/22/03	Pending	Pending
CRS RETAILPOS	76/566,645	12/22/03	Pending	Pending
CRS RETAILSTORE	76/566,710	12/23/03	Pending	Pending
CRS RETAIL SUITE	76/566,646	12/22/03	Pending	Pending
CRS RETURNSMANAGEMENT	76/566,712	12/23/03	Pending	Pending
CRS SALESAUDIT	76/566,714	12/23/03	Pending	Pending
CRS STOREOFFICE	76/566,643	12/22/03	Pending	Pending

Schedule B-2

Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 003288 FRAME: 0189**

<b>DOMAIN NAMES</b>
<b>Epicor Software Corporation</b>
clientele.biz
clientele.com
clientele.info
dataworks.com
ebyepicor.biz
ebyepicor.info
epicor.biz
epicor.com
epicor.info
epicor.net
epicor.org
epicor-software.com
epicore.net
epicoresoftware.com
epicoresoftwarecorp.com
epicorsoftware.com
epicorsoftwarecorp.com
epicorvantage.com
epicvalue.com
platsoft.com
roisystems.com
roitoday.com
scala.net
vantage8.com
epicor.ca

Schedule C to the  
IP Security Agreement

**COPYRIGHTS**

TITLE	APP. DATE	REGIS. NO./REGIS. DATE
<b>Epicor Software Corporation</b>		
AVANTE 9.1.6	08/04/00	TXU960745
CLIENTELE 7.0	08/04/00	TXU960744
CLIENTELE 7.0C	08/04/00	TXU960743
EBACKOFFICE 7.0B	08/04/00	TXU960742
VANTAGE 4.00	08/04/00	TXU960741
VISTA 4.31	10/23/00	TXU970614
<b>CRS Retail Systems, Inc. (NY)</b>		
TIME AND ATTENDANCE – Module Version 6.1	12/27/1993	TX 3 692 939
TIME AND ATTENDANCE FEATURE	12/27/1993	TX 3 896 461
POINT OF SALE SYSTEM – Version 6.1	12/27/1993	TX 3 700 183
IBM RETAIL APPLICATION/DOS	12/27/1993	TX 3 799 763
IBM RETAIL APPLICATION/ DOS Night Operator Feature	12/27/1993	TX 3 799 762
NIGHT OPERATOR MODULE – Version 6.1	12/27/1993	TX 3 692 941
IBM RETAIL APPLICATION/ DOS Electronic Mail Feature	12/27/1993	TX 3 700 176
BIZAPPS ELECTRONIC MAIL – Version 6.1	12/27/1993	TX 3 799 761
BIZAPPS INVENTORY DATA INTERCHANGE MODULE – Version 6.1	12/27/1993	TX 3 769 362

Schedule C-1

Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 003288 FRAME: 0191**

TITLE	APP. DATE	REGIS. NO./REGIS. DATE
IBM RETAIL APPLICATION DOS/ Inventory Management Feature	12/27/1993	TX 3 835 220
IBM RETAIL APPLICATION/DOS Promotional Events Feature	12/27/1993	TX 3 838 973
DEAL PRICE MANAGEMENT MODULE, Version 6.1	12/27/1993	TX 3 701 664
IBM RETAIL APPLICATION/DOS – Installation Configuration Feature	12/27/93	TX 3 799 764
IBM RETAIL APPLICATION/DOS – Store Calendar Feature	12/27/93	TX 3 799 760
QCONFIG.C	12/27/93	TX 3 926 368

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Schedule C-2

Intellectual Property Security Agreement

RECORDED: 04/12/2006

TRADEMARK  
REEL: 003288 FRAME: 0192