

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SSA Global Technologies, Inc.		02/07/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent
<b>Street Address:</b>	270 Park Ave.
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Association:

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2393299	SUPPORTZONE.COM
Registration Number:	2310431	CHIPCAST
Registration Number:	2287228	TEAMCAST
Registration Number:	2643193	EPICHANNEL
Registration Number:	2635788	E.PIPHANY
Registration Number:	2646371	E.
Registration Number:	2494938	SOFTWARE FOR THE CUSTOMER ECONOMY
Registration Number:	2817773	E.5
Registration Number:	2802746	E.6
Serial Number:	78172310	ACTIVEPATH
Serial Number:	78374418	E.7
Serial Number:	78374416	E.8
Serial Number:	78515327	SEE YOUR WAY FORWARD

**CORRESPONDENCE DATA**

**900048295**

**TRADEMARK  
 REEL: 003303 FRAME: 0311**

**CH \$340.00 2393299**

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-783-2700  
Email: oleh.hereliuk@federalresearch.com  
Correspondent Name: CBC Companies dba Federal Research  
Address Line 1: 1023 Fifteenth Street, NW, Ste 401  
Address Line 2: attn: Oleh Hereliuk  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	357411
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	05/01/2006

**Total Attachments: 6**

source=Supplemental SSA Global Trademark Filing#page1.tif  
source=Supplemental SSA Global Trademark Filing#page2.tif  
source=Supplemental SSA Global Trademark Filing#page3.tif  
source=Supplemental SSA Global Trademark Filing#page4.tif  
source=Supplemental SSA Global Trademark Filing#page5.tif  
source=Supplemental SSA Global Trademark Filing#page6.tif

**RECORDATION COVER SHEET  
TRADEMARKS ONLY**

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

<b>1. Name of conveying party(ies):</b> SSA Global Technologies, Inc.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-Delaware <input type="checkbox"/> Other  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: <u>JPMorgan Chase Bank, N.A., as Collateral Agent</u> Internal Address: _____  Street Address: <u>270 Park Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10017</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input checked="" type="checkbox"/> Association _____ National _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input 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</small>
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other  Execution Date: <u>02/07/2006</u>	

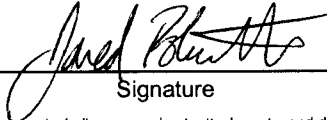
<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s)  PLEASE SEE ATTACHED.  Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>B. Trademark Registration No.(s)</b> PLEASE SEE ATTACHED.
--	---

<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Carey Lening</u>  Internal Address: <u>Federal Research Corporation</u>    Street Address: <u>1030 15th Street, NW</u>  <u>Suite 920</u>  City <u>Washington</u> State: <u>DC</u> Zip: <u>20005</u>	<b>6. Total number of applications and registrations involved:</b> <input type="text"/>  <b>7. Total fee (37 CFR 3.41).....\$</b> _____ <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> _____  (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

04/28/2006  
\_\_\_\_\_  
Date

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

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

TRADEMARK SECURITY AGREEMENT, dated as of February 7, 2006, 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 II, 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.

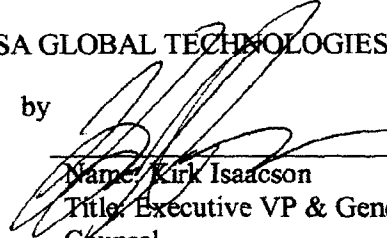
SECTION 4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND WHOLLY PERFORMED THEREIN.

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

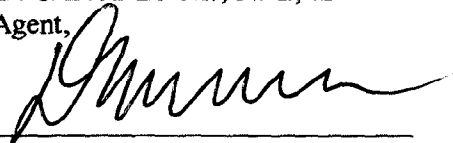


---

Name: Kirk Isaacson  
Title: Executive VP & General Counsel

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

by



---

Name:  
Title: David M. Mallett  
Vice President

Schedule I  
SUBSIDIARY PARTIES

None.

Schedule II

TRADEMARKS

**SCHEDULE A**  
**Trademark Registrations and Applications**

Case Number	Country	Status	Trademark Name	Filing Date	App #	Reg. Date	Reg. #
T2-0209i	US	Pending	ACTIVEPATH	10/8/2002	78/172310		
TM-1619-SM	US	Registered	SUPPORTZONE.COM	8/9/1999	75/772145	10/10/2000	2393299
TM-2791	US	Registered	CHIPCAST	1/29/1998	75/425426	1/25/2000	2310431
TM-2792	US	Registered	TEAMCAST	1/29/1998	75/425428	2/11/2001	2287228
TM-2871i	US	Registered	EPICHANNEL <sup>1</sup>	7/31/1998	75/529019	10/29/2002	2643193
TM-2875i	US	Registered	E.PIPHANY	1/28/1999	75/629580	10/15/2002	2635788
TM-2877i	US	Registered	DESIGN (E)	12/15/1999	75/873648	11/5/2002	2646371
TM-2878i	US	Registered	SOFTWARE FOR THE CUSTOMER ECONOMY	9/30/1999	75/812664	10/2/2001	2494938
TM-2883	US	Registered	E.5	7/21/2000	76/093632	2/24/2004	2817773
TM-2884i	US	Registered	E.6	7/21/2000	76/093966	1/6/2004	2802746
TM-2885i-1	US	Pending	E.7	2/26/2004	78/374418		
TM-2886i-1	US	Pending	E.8	2/26/2004	78/374416		
TM-3402i	US	Pending	SEE YOUR WAY FORWARD	11/11/2004	78/515327		

<sup>1</sup> Unreleased lien between E.Piphany, Inc. and Comdisco, Inc. recorded 10/12/2000 at reel/frame 2130/0652

10049294.2