Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT**

NATURE OF CONVEYANCE: Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Provia Software, Inc.		03/22/2006	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2928421	RFIDWARE
Registration Number:	2973918	VIAOPTIMIZE
Registration Number:	2480583	THE POWER OF DELIVERY
Registration Number:	2474191	PROVIA
Registration Number:	2410367	PROVIA SOFTWARE
Registration Number:	2293312	VIATRACK
Registration Number:	2148758	VIAWARE
Registration Number:	1799164	FOURSITE

CORRESPONDENCE DATA

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 1023 Fifteenth Street, NW, Ste 401 Address Line 1:

> **TRADEMARK REEL: 003303 FRAME: 0340**

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Address Line 2: attn: Oleh Hereliuk Address Line 4: Washington, DISTRICT OF COLUMBIA 20005			
ATTORNEY DOCKET NUMBER:	357413		
NAME OF SUBMITTER:	Oleh Hereliuk		
Signature:	/oh/		
Date:	05/05/2006		
Total Attachments: 8 source=357413#page1.tif source=357413#page2.tif source=357413#page3.tif source=357413#page4.tif source=357413#page5.tif source=357413#page6.tif source=357413#page7.tif source=357413#page8.tif			

TRADEMARK SECURITY AGREEMENT, dated as of March 22, 2006, among the subsidiaries (the "Subsidiary Parties") of SSA Global Technologies, Inc. (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. <u>Terms.</u> 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

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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. <u>Governing Law.</u> 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. <u>Counterparts.</u> 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.

10101459.2

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

JPMORGAN CHASE BANK, N.A., as

Collateral Agent

by

itle: David M. Mallett
Vice President

PROVIA SOFTWARE, INC.

Name: Kirk J. Isaacson Title: President

TRADEMARK

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Schedule I

SUBSIDIARY PARTIES

Provia Software, Inc.

Schedule II

10101459.2

TRADEMARKS

See Attached.

10101459.2

I. Trademarks

Registered Owner	Trademark Name	Registration Number	Renewal Date
Provia Software, Inc.	RFIDWARE	2,928,421	2/22/2015
Provia Software, Inc.	VIAOPTIMIZE	2,973,918	7/19/2015
Provia Software, Inc.	THE POWER OF DELIVERY	2,480,583	8/21/2021
Provia Software, Inc.	PROVIA	2,474,191	7/31/2021
Provia Software, Inc.	PROVIA SOFTWARE (Stylized)	2,410,367	12/5/2010
Provia Software, Inc.	VIATRACK (assigned to viastore systems GmbH)	2,293,312	11/16/2009
Provia Software, Inc.	VIAWARE	2,148,758	4/7/2008
Provia Software, Inc.	FOURSITE	1,799,164	10/19/2013

II. Trademark Applications

Registered Owner	Trademark Name	Application Number	<u>Date</u> Filed
NONE			

III. Trademark Licenses

<u>Licensee</u>	Licensor	Mark	Registration Number	Expiration Date
NONE				

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RECORDED: 05/05/2006