## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Caps Logistics, Inc.		07/26/2006	CORPORATION: GEORGIA

### **RECEIVING PARTY DATA**

Name:	SSA Global Technologies, Inc.		
Street Address:	500 W. Madison St.		
Internal Address:	Ste. 2200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	2716992	CAPS LOGISTICS	

#### **CORRESPONDENCE DATA**

Fax Number: (212)446-4900

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

Phone: 2129093078

Email: szablocki@kirkland.com

Correspondent Name: Kirkland & Ellis LLP, Att:Susan Zablocki

Address Line 1: 153 East 53rd Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	38310-202 SZ
NAME OF SUBMITTER:	Susan Zablocki
Signature:	//susan zablocki//
Date:	07/28/2006 TDADEMADK
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#### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), is made and entered into as of this 26<sup>th</sup> day of July, 2006 ("Effective Date"), by and among Caps Logistics, Inc., a Georgia corporation, having a place of business at 2700 Cumberland Parkway, Atlanta, GA 30339-3369 ("Assignor") and SSA Global Technologies, Inc., a Delaware corporation, having a place of business at 500 W. Madison St., Ste. 2200, Chicago, IL 60661 ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registration set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith, (the "Mark"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Mark, for the United States including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Mark (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein); and (iii) has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall at Assignor's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Mark and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the

K&E 11262000.

TRADEMARK REEL: 003357 FRAME: 0253 implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Mark.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

CAPS LOGISTICS, INC.

Title

KIRK J. ISAACSON PRESIDENT SSA GLOBAL TECHNOLOGIES, INC.

Mame: Title:

EXECUTIVE VICE PRESIDENT & GENERAL COUNSEL.

# SCHEDULE A U.S. TRADEMARK REGISTRATIONS

MARK >	STATUS	OWNER/Grantor	APP./ REG. NO.	APP/REG. DATE
CAPS	Registered	Caps Logistics, Inc.	2716992	5/20/2003
LOGISTICS				