# TRADEMARK ASSIGNMENT

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
WORKBRAIN, INC.		06/01/2007	CORPORATION: DELAWARE
Schedulebrain Inc.		06/01/2007	CORPORATION: CANADA
Hansen Information Technologies		06/01/2007	CORPORATION: CALIFORNIA
Spear Technologies, Inc.		06/01/2007	CORPORATION: CALIFORNIA

## **RECEIVING PARTY DATA**

Name:	Credit Suisse, Cayman Islands Branch, as Administrative Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank:		

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2687599	EMPLOYEE RELATIONSHIP MANAGEMENT
Registration Number:	2593153	EROSTER
Registration Number:	2718429	WORKBRAIN
Registration Number:	2865942	WORKBRAIN
Registration Number:	2546033	
Registration Number:	2693316	HANSEN
Registration Number:	2693315	
Registration Number:	2676526	HANSEN
Registration Number:	3078800	DYNAMICPORTAL
Registration Number:	2459468	CITECENTER
Registration Number:	2398361	SPEAR TECHNOLOGIES

TRADEMARK "REEL: 003565 FRAME: 0037

900079811

Serial Number:	77041774	SPEAR 4I POWERED BY HANSEN
CORRESPONDENCE DATA	A	
Fax Number: Correspondence will be ser	(866)826-5420 nt via US Mail whe	en the fax attempt is unsuccessful.
Phone:	3016380511	
Email:	ipresearchplus@	
Correspondent Name:	IP Research Plus	
Address Line 1:	21 Tadcaster Cir	
Address Line 2:	Attn: Penelope J	•
Address Line 4:	Waldorf, MARYI	LAND 20602
ATTORNEY DOCKET NUM	IBER:	31722
NAME OF SUBMITTER:		Penelope J.A. Agodoa
Signature:		/pja/
Date:		06/20/2007
Total Attachments: 12 source=31722#page1.tif source=31722#page2.tif source=31722#page3.tif source=31722#page4.tif source=31722#page5.tif		

source=31722#page7.tif source=31722#page8.tif source=31722#page9.tif source=31722#page10.tif source=31722#page11.tif source=31722#page12.tif

SHORT FORM TRADEMARK SECURITY AGREEMENT (the "Agreement"), as of June 1, 2007, among the Subsidiary Parties listed on Schedule I hereto and CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Administrative Agent (the "Administrative Agent").

Reference is made to the Second-Lien Guarantee and Collateral Agreement dated as of March 2, 2007 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Infor Lux Bond Company, a société à responsabilité limitée having its registered office at 8-10 rue Mathias Hardt, L-1717 Luxembourg, registered with the Luxembourg register of trade and companies under section B number 113.718 and having a share capital of \$234,500 (the "Lux Issuer"), Infor ISA Holdings, a société à responsabilité limitée having its registered office at 8-10 rue Mathias Hardt, L-1717 Luxembourg, registered with the Luxembourg register of trade and companies under section B number 118.071 and having a share capital of \$211,000 ("New Foreign Partnership"), Infor Lux Finance Company, a société à responsabilité limitée having its registered office at 8-10 rue Mathias Hardt, L-1717 Luxembourg, registered with the Luxembourg register of trade and companies under section B number 118.070 and having a share capital of \$234,500 ("Holdings"), Infor Global Solutions European Finance S.à R.L., a société à responsabilité limitée having its registered office at 8-10 rue Mathias Hardt, L-1717 Luxembourg, registered with the Luxembourg register of trade and companies under section B number 107.138 and having a share capital of \$20,000 (the "Lux Borrower"), Infor Enterprise Solutions Holdings, Inc. (f/k/a Magellan Holdings, Inc.), a Georgia corporation (the "U.S. Borrower" and, together with the Lux Borrower, the "Borrowers"), the Subsidiaries of Infor Global Solutions Intermediate Holdings Limited, a company organized under the laws of the Cayman Islands ("Topco"), identified therein and the Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Second-Lien Credit Agreement dated as of March 2, 2007 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")) among Topco, Holdings, the Borrowers, the Lenders party thereto, Credit Suisse, Cayman Islands Branch as Administrative Agent, and the other agents party thereto. 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 Borrowers, will derive substantial benefits from the extension of credit to the Borrowers 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 Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

[[2710123]]

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 Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, each Grantor's right, title or interest in or to any and all of the following assets and properties that are included in the Article 9 Collateral as defined in the Security Agreement 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"):

all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, but excluding intent-to-use applications, prior to the filing of any statement of use with respect thereto 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 (the "Trademarks");

all goodwill associated with or symbolized by the Trademarks; and all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

[[2710123]]

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

WORKBRAIN, INC.

Gregory M. Giangiordano Director

[[NYCORP:2710123v3:4452W:05/21/07--09:13 p]]

SCHEDULEBRAIN INC.,

Gregory M. Grangiordano Director

HANSEN INFORMATION

TECHNOLOGIES,

Gregory M. Giangiordano President

SPEAR TECHNOLOGIES, INC.,

Gregory M. Giangiordano President

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Administrative Agent,

-----

bу

Name: Alain Dao

DENISE L. ALVAREZ ASSOCIATE

[(2710/29]]

# **Subsidiary Parties**

Workbrain, Inc.

Schedulebrain Inc.

Hansen Information Technologies

Spear Technologies, Inc.

[[2710123]]

# Schedules to Trademark Security Agreement

Workbrain entities

Status	Registered Supplement al Register	Registered Supplement al Register	Registered	Registered	Registered
Renewal Date	2/11/13	7/9/12	5/27/13	7/27/14	3/12/12
Reg, Date	2/11/03	7/9/02	5/27/03	7/27/04	3/12/02
Applic. Date	5/9/01	2/8/00	7/11/00	7/23/01	3/16/00
Reg. No.	2687599	2593153	2718429	2865942	2546033
Applie. No.	76254523	75914296	76086790	76289105	76002304
Owner	Workbrain, Inc.	Schedulebrain Inc. Canada Corporation Of Ontario	Workbrain, Inc.	Workbrain, Inc.	Schedulebrain Inc. Canada Corporation Of Ontario
Country	U.S.	U.S.	U.S.	U.S.	U.S.
Trademark	EMPLOYEE RELATIONSH IP MANAGEME NT	EROSTER	WORKBRAIN	WORKBRAIN	Design Only

Hansen Information Technologies

<u>Status</u>	Registered	Pending	Registered	Registered	Registered	Registered
Current Owner	Hansen Information Technologies, Inc.	Hansen Information Technologies, Inc.	Hansen Information Technologies, Inc.	Hansen Information Technologies, Inc.	Hansen Information Technology	Hansen Information Technologies, Inc.
Reg. Date (App. Date)	3/4/03	2/26/04	3/4/03	1/21/03	8/11/06	6/12/01
Reg. No.	2,693,316	17595/2004	2,693,315	2,676,526	3078800	2,459,468
Country	USA	Japan	USA	USA	USA	USA
Mark	"Hansen" (and atom design)	"HANSEN"	Miscellaneous Design (atom)	HANSEN (Typed Drawing)	DYNAMICPORTAL (Standard Character Mark)	CITECENTER (Words, letters in stylized form)

Spear Technologies, Inc.

RECORDED: 06/20/2007

	- P	- Z	- Z		- Z	- Q
Status	Registered	Registered	Registered	Pending	Registered	Registered
Current	Spear Technologies	Spear Technologies	Spear Technologies	Spear Technologies	Spear Technologies	Spear Technologies
(App. Date)	10/24/00	1/27/99	1/27/99	11/10/06	1/19/01	11/27/00
Reg. No.	2,398,361	598646	598645	77041774	949867	949842
Country	USA	Mexico	Mexico	USA	Community Trademark	Community Trademark
<u>Mark</u>	SPEAR TECHNOLOGIES	SPEAR 2000	SPEAR TECHNOLOGIES	SPEAR 41 POWERED BY HANSEN	SPEAR TECHNOLOGIES	SPEAR 2000