

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prophet 21 Investment Corporation		12/18/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Prophet 21 (New Jersey), Inc.		
Street Address:	7683 Southfront Road		
City:	Livermore		
State/Country:	CALIFORNIA		
Postal Code:	94551		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1084271	PROPHET 21 SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(916)930-3201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-833-2170		
Email:	joann.schilling@dlapiper.com		
Correspondent Name:	Allyn Taylor, Esq.		
Address Line 1:	2000 University Avenue		
Address Line 4:	East Palo Alto, CALIFORNIA 94303		
ATTORNEY DOCKET NUMBER:	339992-919140		
NAME OF SUBMITTER:	Jo Ann Schilling		
Signature:	/Jo Ann Schilling/		
Date:	08/16/2007		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**") is entered into as of December 18, 2006 (the "**Effective Date**") by and between Prophet 21 Investment Corporation, a Delaware corporation ("**Assignor**"), and Prophet 21 (New Jersey), Inc., a New Jersey corporation ("**Assignee**"). The terms and conditions of that certain Agreement and Plan of Merger by and among Assignor, Assignee and certain other parties dated as of the date hereof are incorporated herein by reference (the "**Agreement and Plan of Merger**").

WHEREAS, Assignor is the owner of certain common law trademarks and trademark applications and registrations listed on Schedule A (collectively, the "**Trademarks**") attached hereto and made a part of this Agreement; and

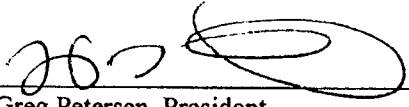
WHEREAS, as of the respective Merger Effective Time, pursuant to the Agreement and Plan of Merger, this Assignment shall effect a full and complete assignment by Assignor to Assignee of all Assignor's rights in and to the Trademarks not otherwise transferred as a result of the Merger of Assignor with and into Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to the Trademarks, including domestic and foreign rights, including without limitation: (i) all goodwill associated with the Trademarks; (ii) all income, royalties, damages and payments now or hereafter due or payable in respect to the Trademarks; (iii) all causes of action, either in law or in equity, for damages for past, present or future infringement of the Trademarks, throughout the entire world; and (iv) the right throughout the world to file applications and renewals and obtain trademark registrations in the Trademarks in Assignee's own name throughout the world, including without limitation, all rights of priority.

Signature Page Follows

EXECUTED as of the Effective Date.

PROPHET 21 INVESTMENT CORPORATION,
a Delaware corporation

By: 

Greg Petersen, President

SIGNATURE OF TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 003603 FRAME: 0508

SCHEDULE A

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Reg. Date</u>
PROPHET 21 SYSTEMS (with Design)	United States	1,084,271	1/31/1978
PROPHET 21	Canada	TMA413927	6/25/1993