

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Capital Finance, Inc.	FORMERLY Wells Fargo Foothill, Inc.	07/05/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	SoftBrands, Inc.
Street Address:	222 South Ninth Street
Internal Address:	Suite 900
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1395513	BB/M
Registration Number:	1344151	FOURTH SHIFT
Registration Number:	1429090	MAI ORIGIN
Registration Number:	2150161	VISIBAR
Registration Number:	2594611	HIS
Registration Number:	2558022	VISIWATCH
Registration Number:	2732980	EPITOME
Registration Number:	2960045	EPITOME
Registration Number:	2825800	SOFTBRANDS
Registration Number:	1736114	ENCORE
Registration Number:	1868055	HOTEL INFORMATION SYSTEMS
Registration Number:	1903407	PARAGON
Registration Number:	3035421	DEMAND STREAM

CH \$365.00 1395513

Registration Number:

3474033

KARYON

CORRESPONDENCE DATA

Fax Number: (212)446-4900

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

Email: susan.zablocki@kirkland.com

Correspondent Name: Susan Zablocki

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

40106-57

NAME OF SUBMITTER:

Susan Zablocki

Signature:

/susan zablocki/

Date:

07/11/2011

Total Attachments: 4

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RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This Release and Termination of Security Interest in Trademarks ("Release and Termination of Security Interest") dated as of July 5, 2011, is made by Wells Fargo Capital Finance, Inc. (formerly known as Wells Fargo Foothill, Inc.), a California corporation, in its capacity as agent for the Lender Group and Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent") for the benefit of SoftBrands, Inc., a Delaware corporation, as grantor under the Trademark Security Agreement (as defined below) (the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the meaning assigned to such terms in the Trademark Security Agreement.

WHEREAS:

- (a) pursuant to the Trademark Security Agreement, dated as of August 14, 2006 (the "Trademark Security Agreement"), between the Grantor and Agent, which was recorded in the U.S. Patent and Trademark Office on September 27, 2006, at Reel 3398, Frame 0166, and the Amendment to Security Agreement, dated October 20, 2008 (the "Amendment to Security Agreement"), which was recorded in the U.S. Patent and Trademark Office on November 24, 2008, at Reel 3893 Frame 0366, the Grantor has granted to the Agent a security interest in and mortgage on its right, title and interest in and to the following: all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to in Annex 1 hereto; all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and all products and proceeds (as the terms is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License (collectively, the "Trademark Collateral"); and
- (b) the Agent wishes to release and terminate the security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby releases and terminates the entirety of the security interest in and mortgage on the Trademark Collateral, and any right, title or interest of Agent in or to such Trademark Collateral shall hereby cease and become void.

This Release and Termination of Security Interest shall be governed by, and construed in accordance with, the laws of the State of California and shall be limited precisely as written and relates and applies solely to the Trademark Collateral and the associated interest specifically described above.

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IN WITNESS WHEREOF, Agent has caused this Release and Termination to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first written above.

WELLS FARGO CAPITAL FINANCE, INC.,
as Agent

By: 

Name: John T. Leonard

Title: Managing Director

Signature page to Trademark Security Agreement Termination

TRADEMARK
REEL: 004579 FRAME: 0596

ANNEX 1
INTELLECTUAL PROPERTY

Trademark Registrations and Trademark Applications

Reel/Frame: 3398/0166

1 Serial #: 73423753 Filing Dt: 04/29/1983 Reg #: 1395513 Reg. Dt: 06/03/1986
Mark: BB/M

2 Serial #: 73512737 Filing Dt: 12/10/1984 Reg #: 1344151 Reg. Dt: 06/25/1985
Mark: FOURTH SHIFT

3 Serial #: 73607720 Filing Dt: 07/03/1986 Reg #: 1429090 Reg. Dt: 02/17/1987
Mark: MAI ORIGIN

4 Serial #: 75128364 Filing Dt: 07/01/1996 Reg #: 2150161 Reg. Dt: 04/14/1998
Mark: VISIBAR

5 Serial #: 75544704 Filing Dt: 08/31/1998 Reg #: 2594611 Reg. Dt: 07/16/2002
Mark: HIS

6 Serial #: 76056431 Filing Dt: 05/25/2000 Reg #: 2558022 Reg. Dt: 04/09/2002
Mark: VISIWATCH

7 Serial #: 76276460 Filing Dt: 06/23/2001 Reg #: 2732980 Reg. Dt: 07/01/2003
Mark: EPITOME

8 Serial #: 76276461 Filing Dt: 06/23/2001 Reg #: 2960045 Reg. Dt: 06/07/2005
Mark: EPITOME

9 Serial #: 76348334 Filing Dt: 12/11/2001 Reg #: 2825800 Reg. Dt: 03/23/2004
Mark: SOFTBRANDS

Reel/Frame: 3893/0366

1 Serial #: 73545636 Filing Dt: 07/01/1985 Reg #: 1736114 Reg. Dt: 12/01/1992
Mark: ENCORE

2 Serial #: 74388326 Filing Dt: 05/07/1993 Reg #: 1868055 Reg. Dt: 12/20/1994
Mark: HOTEL INFORMATION SYSTEMS

3 Serial #: 74388328 Filing Dt: 05/07/1993 Reg #: 1903407 Reg. Dt: 07/04/1995
Mark: PARAGON

4 Serial #: 78510018 Filing Dt: 11/02/2004 Reg #: 3035421 Reg. Dt: 12/27/2005
Mark: DEMAND STREAM

5 Serial #: 78936841 Filing Dt: 07/25/2006 Reg #: 3474033 Reg. Dt: 07/22/2008
Mark: KARYON