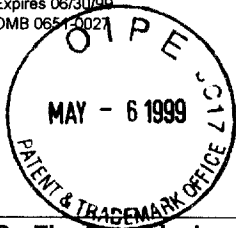


05-10-1999



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  Change of Name

Other

Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

05/10/1999 DNGUYEN 00000250 75351989

FOR OFFICE USE ONLY

01 FC:481 40.00 DP  
02 FC:482 50.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 001899 FRAME: 0496

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75351989"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1742858"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2013108"/>	<input type="text"/>	<input type="text"/>
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**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Pauline M. Stevens

Name of Person Signing



Signature

5-5-99

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

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Trademark Application Number(s)

Registration Number(s)

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List of Trademarks

REGISTRATIONS

Country	Mark	Reg. #	Class	Owner	Reg. Date	Renewal Date
Argentina	MFG/PRO	1622411	9	QAD Inc.	11/15/96	
	QAD	1622412	16	QAD Inc.	11/15/96	
Australia	MFG/PRO	716009	42	QAD Inc.	8/28/96	8/28/06
	MFG/PRO	709488	9,16	QAD Inc.	5/28/96	5/28/06
	QAD & Device	716008	42	QAD Inc.	8/28/96	8/28/06
	QAD & Device	709487	9,16	QAD Inc.	5/28/96	5/28/06
Benelux	qad MFG/PRO	506993	9,27,42	QAD Inc.	3/13/92	3/13/02
Brazil	QAD	819113751	9	QAD Inc.	9/29/98	9/29/07
	QAD & Device	819113778	16	QAD Inc.	10/11/98	
	MFG/PRO	819113760	16	QAD Inc.	10/11/98	
Denmark	qad MFG/PRO	75411995	9,16	qad, Inc.	11/3/95	11/3/05
Canada	MFG/PRO	483005	9,16	QAD Inc.	11/25/97	11/25/12
Indonesia	QAD & Device	377814	16	QAD Inc.	8/4/97	10/11/05
	QAD & Device	377378	9	QAD Inc.	7/11/97	10/11/05
	MFG/PRO	377815	16	QAD Inc.	8/4/97	10/11/05
	MFG/PRO	377816	9	QAD Inc.	8/4/97	10/11/05
Ireland	qad MFG/PRO	150203	9	qad.inc	9/21/92	9/21/99
Israel	qad MFG/PRO	87554	9	QAD Inc.	5/31/93	3/31/00
Mexico	QAD & Device	556887	9	QAD Inc.	8/28/97	7/10/07
	QAD & Device	559653	16	QAD Inc.	9/27/98	
	MFG/PRO	503682	16	QAD Inc.	6/2/95	6/2/05
	MFG/PRO	498512	9	QAD Inc.	6/2/95	6/2/05
New Zealand	QAD Logo	264952	9	QAD Inc.	5/28/96	5/28/0
	QAD Logo	264953	16	QAD Inc.	5/28/96	5/28/0
Singapore	QAD & Device	12511/95	16	QAD Inc.	12/28/95	
South Africa	qad MFG/PRO	93-4398	9	QAD Inc.	6/1/93	6/1/0
Sweden	qad MFG/PRO	324054	9,16	QAD Inc.	7/11/97	7/11/0
United Kingdom	qad MFG/PRO	1514169	9	qad.inc	9/25/92	9/25/9
	qad MFG/PRO	1514170	42	qad.inc	9/25/92	9/25/9
United States	MFG/PRO	1742858	9,16	QAD Inc.	10/29/92	
	QAD.INC	2013108	9,16,41,42	QAD Inc.	11/5/96	11/5/06

**SUPPLEMENTAL SECURITY AGREEMENT**  
(Trademarks)

THIS SUPPLEMENTAL SECURITY AGREEMENT (the "Supplemental Trademark Agreement") is made and dated this 19th day of April, 1999 by and between QAD INC., a Delaware corporation ("Borrower"), and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association, as administrative agent (in such capacity, the "Agent") for itself and the Lenders under (and as that term and capitalized terms not otherwise defined herein are defined in) that certain Credit Agreement dated as of April 19, 1999 by and among Borrower, the Agent and the Lenders from time to time party thereto (as amended, extended and replaced from time to time, the "Credit Agreement").

**RECITALS**

A. Pursuant to that certain Borrower Security Agreement dated as of even date herewith between Borrower and the Agent (the "Borrower Security Agreement"), Borrower has granted to the Agent a first priority perfected security interest in certain assets of Borrower, including, without limitation, all patents, trademarks, service marks, trade names, copyrights, goodwill, licenses and other intellectual property owned by Borrower or used in Borrower's business.

B. The parties hereto desire to supplement the Borrower Security Agreement as it relates to certain of such intellectual property consisting generally of trademarks and to create hereby a document appropriate for recordation in the Patent and Trademark Office of the United States (the "PTO").

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

**AGREEMENT**

1. Confirmation of Grant of Security Interest. Borrower hereby confirms the grant of security interest, pledge, assignment and mortgage set forth in the Borrower Security Agreement and acknowledges that the Collateral described therein includes, without limitation, all of Borrower's right, title and interest in the following (the "Trademark Collateral"):

(a) All trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names trade styles and other source, product and business identifiers pertaining to the products, services and business of Borrower, whether now owned or hereafter

acquired, including, without limitation, the trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time with the consent of the Agent;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell any items disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing to the extent such rights are assignable;

(f) All now existing and hereafter arising documents, instruments and agreements which reveal the name and address of sources of supply, distribution methods and all terms of purchase, rental, license or use and delivery for all materials, products and components used in connection with any of the foregoing;

(g) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations conducted under the name of or in connection with the foregoing;

(h) All now existing and hereafter arising goodwill associated with any of the foregoing;

(i) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Borrower or the Agent for past, present and future infringements of any of the foregoing;

(j) All products and Proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Borrower Security Agreement, Borrower hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by Borrower which are registered with the PTO as of the date hereof; and

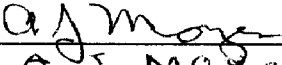
(b) Agrees to promptly notify the Agent in writing of any additional trademarks registered with the PTO of which Borrower becomes the owner and to amend Schedule I accordingly.

3. No Present Assignment. Neither the Borrower Security Agreement, this Supplemental Trademark Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of the Agent under the Borrower Security Agreement and this Supplemental Trademark Agreement, it is the intention of the parties hereto that Borrower continue to own the Trademark Collateral and that upon the indefeasible payment and performance in full of the Borrower Obligations, the rights of the Agent under the Borrower Security Agreement and this Supplemental Trademark Agreement in and to the Trademark Collateral shall be released and terminated.


4. Relationship to Security Agreement. The Trademark Collateral shall constitute Collateral for all purposes of the Borrower Security Agreement and the other Loan Documents and the Agent shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as they have with respect to other Collateral. Reference is hereby made to the Borrower Security Agreement, the terms and conditions of which are incorporated herein by this reference.

EXECUTED as of the day and year first above written.

QAD INC., a Delaware corporation

By:   
Name: A.J. MOYER  
Title: CEO

THE FIRST NATIONAL BANK OF CHICAGO,  
as Agent

By:   
Name: MARK A. FISLEY  
Title: First Vice President

PENDING REGISTRATIONS

Country	Mark	Reg. #	Class	Owner	App. Date	Pub. Date
Argentina	QAD & Design	2017724	9	QAD Inc.	1/17/96	
	MFG/PRO	2017723	16	QAD Inc.	1/17/96	
Brazil	QAD (Label)	819113741	9 (40)	QAD Inc.	2/5/96	7/1/97
	MFG/PRO	819116114	9 (40)	QAD Inc.	2/8/96	
Canada	QAD.INC	796464	9,16	QAD Inc.	11/2/95	
Czech Republic	QAD	135161	9,42	QAD Inc.	8/11/98	
Eur. Community	QAD	317503	9,16,42	QAD Inc.	8/1/96	
	MFG/PRO	316034	9,16,42	QAD Inc.	8/1/96	
Hungary	QAD	9803192	9,42	QAD Inc.	8/6/98	
India	QAD & Device	710772	9	QAD Inc.	4/10/96	
	QAD & Device	710771	16	QAD Inc.	4/10/96	
	MFG/PRO	710774	9	QAD Inc.	4/10/96	
	MFG/PRO	710773	16	QAD Inc.	4/10/96	
Israel	QAD	121572	9	QAD Inc.	8/7/98	
	QAD	121573	42	QAD Inc.	8/7/98	
Japan	QAD & Device		9,16	QAD Inc.		
	MFG/PRO	10-94964	9	QAD Inc.	11/6/98	
Malaysia	QAD & Device	96-00086	9	QAD Inc.	1/3/96	
	QAD & Device	96-00087	16	QAD Inc.	1/3/96	
	MFG/PRO	96-00088	9	QAD Inc.	1/3/96	
	MFG/PRO	96-00089	16	QAD Inc.	1/3/96	
New Zealand	MFG/PRO		9,16	QAD Inc.	6/1/96	
Norway	QAD	199900402	9,42	QAD Inc.	1/11/99	
Poland	QAD	190464	9,42	QAD Inc.	8/11/98	
Russian Federation	QAD	98713754	9,42	QAD Inc.	8/10/98	
Singapore	QAD & Device	12510/95	9	QAD Inc.	12/28/95	
	MFG/PRO	12512/95	9	QAD Inc.	12/28/95	
	MFG/PRO	12513/95	16	QAD Inc.	12/28/95	
Slovakia	QAD	2198	9,42	QAD Inc.	8/20/98	
South Africa	QAD	9813918	9,42	QAD Inc.	8/6/98	
Switzerland	QAD	6577	9,42	QAD Inc.	8/11/98	
Thailand	QAD & Device	338669	9	QAD Inc.	7/11/97	
	QAD & Device	338670	16	QAD Inc.	7/11/97	
	MFG/PRO	338671	9	QAD Inc.	7/11/97	
	MFG/PRO	338668	16	QAD Inc.	7/11/97	
U.S.	On/Q	75-351989	9,16	QAD Inc.	9/4/97	
Europe Comm.	QAD	317503	9,16,42	QAD Inc.	8/1/98	
	MFG/PRO	316034	9,16,42	QAD Inc.	8/1/98	
*Eur.Community	Austria					
	Belgium					
	Denmark					
	Finland					
	France					
	Germany					
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	Ireland					
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	Luxembourg					
	Portugal					
	Spain					
	Swiden					
	The Netherlands					
	United Kingdom					



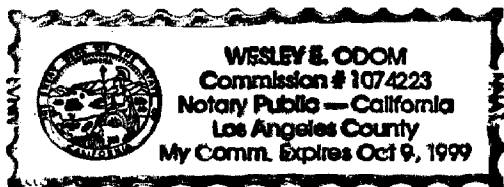
STATE OF California )  
 ) ss.  
COUNTY OF Los Angeles )

On April 23, 1999, before me, the undersigned notary public in and for said County and State, personally appeared A. J. Moyer and Mark A. Tsley

           personally known to me [or]  
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(ies) and that, by their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.



Wesley E. Odom  
My commission expires on  
10/9/99