



## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into as of January 9, 2001, by and between ACCPAC INTERNATIONAL, INC., a Delaware corporation having its principal place of business at 6700 Koll Center Parkway, Third Floor, Pleasanton, California 94566 ("ACCPAC") and COMPUTER ASSOCIATES INTERNATIONAL, INC., a Delaware corporation having its principal place of business at One Computer Associates Plaza, Islandia, New York ("Seller").

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **ASSIGNMENT.** Seller hereby grants, transfers, assigns, conveys and relinquishes exclusively to ACCPAC, its successors and assigns forever, the entire title, right interest, ownership and all subsidiary rights in and to the trademarks, service marks, trade names, logos and applications identified in Schedule 1 attached hereto (the "Marks and Applications"), together with the portion of the business to which such Marks and Applications pertain and the good will of the business symbolized by said Marks and Applications, including, but not limited to, the following:

- (a) the right to sue and recover for any past infringements of the Marks and Applications;
- (b) the right to secure registrations therein in ACCPAC's own name and to secure renewals and extensions of registrations and applications for registrations in the United States of America or any other country; and
- (c) the right to determine, in ACCPAC's sole discretion whether or not any registrations or applications for registration of the Marks and Applications shall be preserved and maintained or registered.

2. **FURTHER CONVEYANCE ASSURANCES.** Seller agrees, upon request by ACCPAC, to execute and deliver such further conveyance instruments and take such further actions as may be necessary or desirable to evidence more fully the transfer of rights conveyed herein. Seller agrees:

- (a) to execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Marks and Applications reasonably requested by ACCPAC;
- (b) to provide reasonable assistance to ACCPAC should ACCPAC seek to enforce its rights in the Marks and Applications conveyed in this agreement against third parties; and
- (c) to provide testimony in connection with any proceeding affecting the right, title or interest of ACCPAC in the Marks and Applications as conveyed herein.

3. APPOINTMENT OF ATTORNEY-IN-FACT. Seller hereby appoints ACCPAC as its attorney-in-fact, coupled with an interest, to execute, acknowledge, deliver and record any documents or instruments necessary to effect the assignment contemplated by this Agreement.

4. NO REPRESENTATIONS AND WARRANTIES.

4.1 THE MARKS AND APPLICATIONS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMISSIBLE AT LAW, SELLER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.2 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES DUE TO A BREACH OF THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

5. DELIVERY. Upon ACCPAC's request, Seller shall deliver to ACCPAC complete files regarding the Marks and Applications, including all registrations and applications for registrations of the Marks and Applications.

6. GENERAL PROVISIONS

6.1 Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by both parties.

6.2 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the transactions contemplated hereby are not affected in any manner materially adverse to either party. Upon such determination that any term or other provisions is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible

6.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements and undertakings, both written and oral, between the parties with respect to the subject matter hereof.

6.5 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the law of the State of New York, without giving effect to the conflict of law principles thereof.

6.6 Counterparts. This Agreement shall become effective upon execution by both parties. This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be an original but all of which when taken shall constitute one and the same agreement.

6.7 Further Assurances. Except as may otherwise be permitted by ACCPAC by express license to Seller, promptly after the Effective Date, Seller shall cease and refrain from all use of the Marks and Applications, and all publications, marketing materials or communications using any of the Marks or Applications, in all countries of the world.

IN WITNESS WHEREOF, ACCPAC and Seller have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**COMPUTER ASSOCIATES INTERNATIONAL, INC.**

Dated: 1/9/01

By: *SMJ*  
Name: Steven M. Wehlin  
Title: Senior Vice President & General Counsel

SWORN TO AND SUBSCRIBED before me this 9<sup>th</sup> day of JANUARY, 01.

*Anne M Jones*

Notary Public  
My commission expires \_\_\_\_\_

ANNE M JONES  
Notary Public, State of New York  
No. 4812476  
Qualified in Nassau County  
Commission Expires November 23, 01

**ACCPAC INTERNATIONAL, INC.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

IN WITNESS WHEREOF, ACCPAC and Seller have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**COMPUTER ASSOCIATES INTERNATIONAL, INC.**

Dated: \_\_\_\_\_

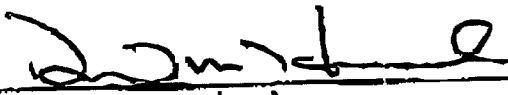
By: \_\_\_\_\_  
Name:  
Title:

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_.

**ACCPAC INTERNATIONAL, INC.**

Dated: 1/10/01

By:   
Name: David M. Hood  
Title: President & CEO

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_.

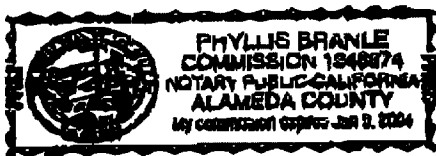
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
County of Alameda } ss.

On January 10, 2001 before me, Phyllis Branle Notary Public  
Date Name and Title of Officer (e.g., "Judge, Notary Public")

personally appeared David M. Hood  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

Phyllis Branle  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



**SCHEDULE 1**

**MARKS AND APPLICATIONS**

United States of America	ACCPAC	277276	1,227,358
United States of America	BPI	383,251	1,257,460