



## 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 supercedes 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: April 5, 2001

By: Michael A. McElroy  
Name: Michael A. McElroy  
Title: Senior Vice President and Secretary

SWORN TO AND SUBSCRIBED before me this 5<sup>th</sup> day of March, 2001.

Jim McElroy  
Notary Public  
My commission expires 8/23/03

New York  
County  
NY 23, 2003

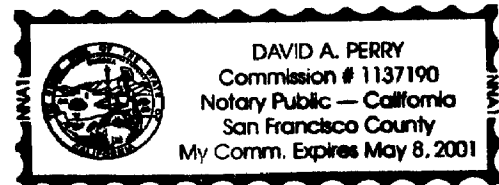
**ACCPAC INTERNATIONAL, INC.**

Dated: 3-21-2001

By: Philip Bierman  
Name: PHILIP BIERMAN  
Title: VICE PRESIDENT AND GENERAL COUNSEL

SWORN TO AND SUBSCRIBED before me this 21<sup>st</sup> day of MARCH, 2001.

David A. Perry  
Notary Public  
My commission expires MAY 8, 2001



**SCHEDULE 1**

**MARKS AND APPLICATIONS**

<b>COUNTRY NAME</b>	<b>TRADEMARK NAME</b>	<b>APPLICATION NO.</b>	<b>REGISTRATION NO.</b>
United States	SIMPLY ACCOUNTING	74/530,479	1,946,842