

05-18-2001



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FORM PTO-1618A

Expires 6/30/99  
OMB 0651-0027

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

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** 5-11-01

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  
Effective Date  
Month Day Year  
[ ]

Change of Name

Other [ ]

**Conveying Party**  Mark if additional names of receiving parties attached

Name **Silvon Software, Inc.** Execution Date  
Month Day Year [4/09/01]

Formerly [ ]

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship

**Receiving Party**  Mark if additional names of receiving parties attached

Name **JDA Software Group, Inc.**

DBA/AKA/TA [ ]

Composed of [ ]

Address (line 1) **14400 North 87<sup>th</sup> Street**

Address (line 2) **Scottsdale, AZ 85260**

Individual  General Partnership  Limited Partnership  Corporation  Association

Other [ ]

State of Incorporation

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*).

05/17/2001 DBYRNE 00000028 76044540

FOR OFFICE USE ONLY

40.00 DP

\$195.00

365E

Public burden reporting for this collection of information (including this cover sheet) will average 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 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

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Refund Ref: 05/17/2001 DBYRNE 00000028 76044540

CHECK Refund Total

TRADEMARK  
REEL: 002298 FRAME: 0233

**Domestic Representative Name and Address**

Enter the first Receiving Party Only

Name **Mark L. Berrier**Address (line 1) **Gray Cary Ware & Freidenrich LLP**Address (line 2) **100 Congress Avenue, Suite 1440**Address (line 3) **Austin, Texas 78701**

Address (line 4) [ ]

**Correspondence Name and Address**

Area Code and Telephone Number

Name **Mark L. Berrier****(512) 457-7016**Address (line 1) **Gray Cary Ware & Freidenrich LLP**Address (line 2) **100 Congress Avenue, Suite 1440**Address (line 3) **Austin, Texas 78701**

Address (line 4) [ ]

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

# 36

**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)

**76/044,540; Filed May 9, 2000****75/141,109; Filed July 29, 1996****76/060,443; Filed May 31, 2000****76/208,507; Filed February 8, 2001****75/286,917; Filed May 5, 1997**

## Registration Number(s)

**1,975,033; Registered May 21, 1996****2,293,325; Registered Nov 16, 1999****2,278,780; Registered Sep 21, 1999****2,375,624; Registered Aug 8, 2000****2,375,625; Registered Aug 8, 2000****1,988,672; Registered Jul 23, 1996****1,588,665; Registered Mar 27, 1990****1,988,511; Registered Jul 23 1996****1,548,101; Registered Jul 18, 1989**

Department of Commerce

Expires 6/30/99

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Patent &amp; Trademark Office

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**Number of Properties**

Enter the total amount of properties involved. # 14

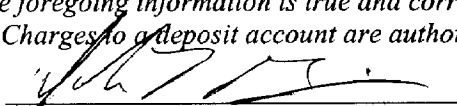
**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$560.00

Method of Payment: check    Enclosed     Deposit Account **Deposit Account**

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

Deposit Account Number: # 50-0456

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 a deposit account are authorized, as indicated herein.*Mark L. Berrier5/9/01

Name of Person Signing

Signature

Date Signed

**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE INTERCREDITOR AGREEMENT DATED MAY 9, 2001, BY AND BETWEEN COLE TAYLOR BANK AND JDA SOFTWARE GROUP, INC., AS THE SAME MAY BE AMENDED, MODIFIED OR OTHERWISE SUPPLEMENTED FROM TIME TO TIME.**

**SILVON SOFTWARE, INC.**

**SECURITY AGREEMENT**

THIS SECURITY AGREEMENT (this "Security Agreement") is made and entered into as of May 9, 2001 (the "Effective Date") by and between Silvon Software, Inc., an Illinois corporation ("Debtor"), and JDA Software Group, Inc., a Delaware corporation (the "Secured Party"), which is the lender under Debtor's Secured Promissory Note (as amended or otherwise modified from time to time, the "Secured Note") issued pursuant to that certain Secured Loan Agreement between Debtor and the Secured Party of even date herewith (the "Loan Agreement", together with the Secured Note, this Security Agreement, the Escrow Agreement (as defined in the Loan Agreement), the Intercreditor Agreement (as defined in the Loan Agreement), the Escrow Agreement (as defined in Section 7 hereof) and any additional agreements executed by the parties after the date hereof in order to perfect or continue the perfection of the security interest granted hereunder, the "Loan Documents").

1. **Creation of Security Interest; Term.** Debtor hereby grants to the Secured Party a security interest in the Collateral described in Section 2 of this Security Agreement to secure performance and payment of all obligations and indebtedness of Debtor arising from the Secured Note, including, but not limited to, the obligations and indebtedness of Debtor to the Secured Party described in Section 3 of this Security Agreement (collectively, the "Indebtedness"). The security interest created hereby shall be: (i) a first priority security interest with respect to the Intellectual Property Collateral (defined below) and (ii) with respect to all other Collateral (defined below), a security interest subordinated only to the rights of the Senior Lender (as defined in the Intercreditor Agreement) as described in the Intercreditor Agreement and those of the other creditors with respect to certain assets as described in Exhibit F hereto. This Security Agreement shall automatically terminate upon the full performance, payment and satisfaction of the Indebtedness. Until termination of this Agreement, the Secured Party's security interest in the Collateral, and all proceeds and products thereof, shall continue in full force and effect, subject to the terms and conditions of the Loan Documents.

2. **Collateral.** In order to secure the payment when due of any and all Indebtedness, Debtor hereby pledges to the Secured Party and grants to the Secured Party a security interest in and to the following properties (collectively, the "Collateral"):

(a) Any and all intellectual property of Debtor currently in existence or developed in the future including, without limitation, all patents, patent applications, copyrights, copyright applications, trademarks, trademark applications and trade secrets, and further includes any and all tangible and intangible products, discoveries, developments, designs, improvements, inventions, formulas, processes, techniques, know-how, data and software source code whether

or not registrable or patentable under statute, whenever made, conceived, reduced to practice, learned or developed by or for Debtor (including, without limitation, any and all of Grantor's Copyrights, Patents, Trademarks and Mask Works as listed on Exhibits A, B, C, and D), and including, without limitation, all proceeds thereof (such as by proceeds of infringement suits or license royalties for exclusive licenses granted outside of the ordinary course of business), the right to sue for past, present and future infringements throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part. (the "Intellectual Property Collateral");

(b) All "accounts," as such term is defined under the Uniform Commercial Code of the State of New York as may, from time to time, be in effect (the "UCC"), now owned or hereafter acquired by Borrower, including all accounts receivable and other receivables, whether arising out of goods sold or services rendered or from any other transaction.

(c) All of Debtor's inventory (as defined in the UCC), both now owned and hereafter acquired, including, without limitation, all goods, merchandise, raw materials, goods in process, finished goods and other tangible personal property both now owned and hereafter acquired by Debtor and held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in Debtor's business, and all proceeds thereof any products made or processed from such inventory, as well as all additions and accessions thereto and substitutions and replacements for any thereof;

(d) All of Debtor's other tangible personal property, both now owned and hereafter acquired, including, without limitation, all equipment, consumer goods, furniture, fixtures, machinery, operating equipment, assembly and production equipment, engineering and electrical equipment, and all proceeds of any thereof, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of the Debtor or any computer bureau or service company from time to time acting for the Debtor, as well as all additions and accessions thereto and substitutions and replacements for any thereof excluding property held by Debtor pursuant to leases currently in effect;

(e) All of Debtor's other intangible personal property, cash on hand and cash in and deposits with banks or other financial institutions, whether now owned or hereafter acquired, including, without limitation, all chattel paper, documents, instruments and general intangibles, as those terms are defined in the UCC, all contracts, shares of stock, bonds, notes, evidences of indebtedness and other securities, bills, notes and accounts receivable, interests in life insurance policies, claims, credits, choses in action, licenses, permits, franchises and grants;

(f) All rights, title and interests, now owned or hereafter acquired (other than property that may be held by Debtor pursuant to leases) to all other property and assets, real, personal or mixed;

(g) All awards in respect of any "Taking" (as used herein, a "Taking" shall mean a taking, conveyance or sale of all or any part of the Collateral or any interest therein or right accruing thereto, as a result of, or in lieu or anticipation of, the proper exercise of the right of condemnation or eminent domain by a governmental authority having jurisdiction over real property owned by Debtor);

(h) All rents, income and issues arising from or in connection with, and all proceeds of, any of the foregoing; and

(i) All other real, personal and mixed (tangible and intangible) property of every character and wherever situated, now owned and hereafter acquired (other than property that may be held by Debtor pursuant to leases) by Debtor.

### 3. **Payment Obligations of Debtor.**

(a) Debtor shall pay to the Secured Party any sum or sums due or which may become due pursuant to the Secured Note in accordance with the terms of the Loan Documents and any and all renewals, rearrangements or extensions thereof.

(b) Debtor shall account fully and faithfully to the Secured Party for proceeds from disposition (i) of the Intellectual Property Collateral in any manner other than pursuant to Permitted Agreements (as defined in the Loan Agreement) and (ii) of any other Collateral in any manner outside the ordinary course of business and, following an Event of Default (as defined below) hereunder which is continuing, shall, subject to the terms of the Intercreditor Agreement, pay or turn over promptly in cash, negotiable instruments, drafts, assigned accounts or chattel paper all the proceeds from each sale to be applied to Debtor's Indebtedness to the Secured Party, subject, if other than cash, to final payment or collection. Application of such proceeds to Indebtedness of Debtor shall be in the sole discretion of the Secured Party, provided such application of proceeds is made by the Secured Party in a reasonable manner.

(c) Following an Event of Default hereunder or under the Secured Note which is continuing, Debtor shall pay to the Secured Party on demand all reasonable expenses and expenditures (including, but not limited to, reasonable fees and expenses of legal counsel) incurred or paid by the Secured Party in exercising or protecting its interests, rights and remedies under this Security Agreement, plus interest thereon at the lesser of (i) 18% per annum or (ii) the highest rate of interest then allowed by law from the date of any such demand by the Secured Party until paid.

(d) Debtor shall pay immediately, without notice, the entire unpaid Indebtedness of Debtor plus any accrued but unpaid interest, to the Secured Party whether created or incurred pursuant to this Security Agreement or any other Loan Document, upon an Event of Default.

### 4. **Representations, Warranties and Agreements of Debtor.**

(a) All information supplied and statements made by Debtor in any financial, credit or accounting statement or provided to the Secured Party prior to, contemporaneously with or subsequent to the execution of this Security Agreement are and shall be true, correct, complete, valid and genuine in all material respects as of the date made.

(b) The location where Debtor maintains its chief executive office is as set forth on the execution page hereof. All of Debtor's assets in the United States are located at its chief executive office except for the source code to the Intellectual Property collateral, which is maintained in accordance with the terms of Escrow Agreement (defined below).

(c) The Collateral shall remain in Debtor's possession or control at all times at its chief executive office at Debtor's risk of loss until (i) sold, licensed or otherwise disposed of in the ordinary course of business, provided that the Secured Party shall be granted a security interest in the proceeds and other consideration received for such Collateral or (ii) as authorized in writing by the Secured Party.

(d) Until an Event of Default which has not been cured, Debtor may use the Collateral in any lawful manner not inconsistent with this Security Agreement or with the terms or conditions of any policy of insurance thereon and may also sell, license or otherwise dispose of the Collateral in the ordinary course of business. The Secured Party's security interest shall attach to all proceeds of sales, licenses and other dispositions of the Collateral.

(e) Debtor will promptly notify the Secured Party in writing of any change in the location of its chief executive office as set forth in paragraph 4(b) of this Security Agreement.

(f) Debtor shall pay prior to delinquency all material taxes, charges, liens and assessments against the Collateral except those Debtor is contesting in good faith and for which adequate accruals have been made, and upon Debtor's failure to do so after ten days' prior written notice, the Secured Party at their option may pay any of them and shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same. Such payment shall become part of the Indebtedness secured by this Security Agreement and shall be paid to the Secured Party by Debtor immediately and without demand, with interest thereon at the rate set forth in paragraph 3(c) hereof.

(g) Debtor will have and maintain insurance at all times with respect to all Collateral against risks of fire, theft and such other risks as are generally insured against by companies in the Debtor's line of business, including extended coverage. Following an Event of Default and during its continuation, the Secured Party may act as attorney for Debtor in obtaining, adjusting, settling and canceling such insurance and endorsing any drafts drawn by insurers of the Collateral. The Secured Party may apply any proceeds of such insurance which may be received by it in payment on account of the obligations secured hereby, whether due or not.

(h) Debtor shall, at its own expense, do, make, procure, execute and deliver all acts, things, writings and assurances as the Secured Party may at any time reasonably request to protect, assure or enforce their interests, rights and remedies created by, provided in or emanating from this Security Agreement. Debtor will execute financing statements and take whatever other actions are reasonably requested by the Secured Party to perfect and continue the Secured Party's security interests in the Collateral; including the filing of Forms UCC-1 in the State of Illinois and in any other State or local jurisdiction where the Collateral may be located and filings in the United States Patent and Trademark Office and the United States Copyright Office, as applicable. Upon the reasonable request of the Secured Party, the Debtor will deliver to the Secured Party any and all of the documents evidencing or constituting the Collateral (if applicable), and the Debtor will note Secured Party's interests upon any and all of such documents if not delivered to the Secured Party's representative for possession by it. Debtor hereby agrees that a carbon, photographic, photostatic or other reproduction of this Security

Agreement or of a financing statement is sufficient as a financing statement where permitted by law.

(i) Except in the ordinary course of business, Debtor shall not sell, lend, license, rent, lease or otherwise dispose of the Collateral or any interest therein except as authorized in this Security Agreement, in any other Loan Document or in writing by the Secured Party, and Debtor shall keep the Collateral, including the proceeds thereof, free from unpaid charges, including taxes, and from liens, encumbrances and security interests other than that of the Secured Party and those in existence as of the date hereof as described in Section 4(k) (except such encumbrances and liens which arise in the ordinary course of business and both (i) do not materially impair the Debtor's ownership or use of the Collateral and (ii) are junior to and do not adversely affect the security interest granted hereunder to the Secured Party or taxes or other charges not yet due).

(j) Debtor shall keep accurate and complete records of the Collateral and its proceeds.

(k) Debtor is the owner of the Collateral other than the Intellectual Property Collateral (the "Other Collateral") free of all liens, claims and encumbrances, except as created by this Security Agreement, the security interest of the Senior Lender in the Other Collateral under the Loan and Security Agreement dated as of June 1, 2000 between Debtor and Cole Taylor Bank (the "Bank Loan Agreement") and the other security interests set forth on Exhibit F hereto (except such encumbrances and liens which arise in the ordinary course of business and both (i) do not materially impair the Debtor's ownership or use of the Other Collateral and (ii) are junior to and do not adversely affect the security interest granted hereunder to the Secured Party), and except as noted above in this subsection, no financing statement covering the Other Collateral or its proceeds is on file in any public office.

(l) Debtor is the owner of the Intellectual Property Collateral free of all liens, claims and encumbrances, except as created by this Security Agreement and the security interest of the Senior Lender under the Bank Loan Agreement, which has been subordinated to the interest of the Secured Party under the terms of the Intercreditor Agreement (except such encumbrances and liens which arise in the ordinary course of business and both (i) do not materially impair the Debtor's ownership or use of the Intellectual Property Collateral and (ii) are junior to and do not adversely affect the security interest granted hereunder to the Secured Party), and other than the security interest under the Bank Loan Agreement, no financing statement covering the Intellectual Property Collateral or its proceeds is on file in any public office.

(m) As to that portion of the Collateral which is accounts, Debtor represents, warrants and agrees with respect to each such account that:

(i) The account arose from the performance of services by Debtor which have been performed or from the lease or the absolute sale of goods by Debtor in which Debtor had the sole and complete ownership, and the goods have been shipped or delivered to the account debtor.



(ii) The account is not subject to any prior or subsequent assignment, claim, lien or security interest other than that of the Secured Party and of the Senior Lender under the Bank Loan Agreement.

(iii) The account is not subject to set-off, counterclaim, defense, allowance or adjustment other than discounts for prompt payment shown on the invoice, or to dispute, objection or complaint by the account debtor concerning his liability on the account, and the goods, the sale or lease of which gave rise to the account, have not been returned, rejected, lost or damaged.

(iv) The account arose in the ordinary course of Debtor's business, and no notice of bankruptcy, insolvency or financial embarrassment of the account debtor has been received by Debtor.

5. **Events of Default.** Debtor shall be in default under this Security Agreement upon the happening of any condition or event set forth below (each, an "**Event of Default**"):

(a) The Debtor shall file a certificate of dissolution under applicable state law or shall be liquidated, dissolved or wound-up or shall commence or have commenced against it any action or proceeding for dissolution, winding-up or liquidation, or shall take any corporate action in furtherance thereof.

(b) The filing or commencement of an involuntary case or other legal proceeding against the Debtor seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property which has not been dismissed within 30 days of the filing thereof; or an order for relief shall be entered against the Company under the federal bankruptcy laws as now or hereafter in effect.

(c) The filing or commencement by the Debtor of a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property; or the Debtor shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors.

(d) The Secured Party's security interest in the Intellectual Property Collateral (as defined in the Security Agreement) shall for any reason fail or cease to create a valid and perfected first priority lien on the Intellectual Property Collateral (and such is not cured within 10 days of the date on which the Debtor becomes aware of such failure).

(e) The Debtor's failure to timely make any payment (whether principal, interest or otherwise) under the Note when due, whether upon demand or otherwise (and such failure is not cured within 10 days).

(f) Any representation, warranty or other statement made by the Debtor in any Loan Document, or any certificate or other instrument furnished by the Debtor to the Secured Party in connection with the transactions contemplated thereby and taken as a whole, is false or misleading as of the date made and such misrepresentation or breach of warranty, either individually or collectively, has materially impaired or is reasonably likely to materially impair the ability of the Debtor to perform its obligations under Loan Document or any of the transactions contemplated thereby; provided, however, that if such false or misleading representations, warranties or other statements were not made intentionally or due to Debtor's gross negligence, the Debtor shall have 180 days from the date on which the Debtor becomes aware of it to cure before it shall be deemed an Event of Default hereunder.

(g) The Debtor's failure to perform any of its obligations under Section 4 of the Secured Loan Agreement within 10 days of the date required for the performance of that obligation under Section 4.

(h) The Debtor's failure to perform or observe, any other term, covenant or agreement contained in any Loan Document or other certificate or instrument delivered in connection therewith to be performed or observed by the Debtor that has materially impaired or is reasonably likely to materially impair the ability of the Debtor to perform its obligations under any Loan Document, or any of the transactions contemplated thereby (and such failure is not cured within 180 days from the date on which the Debtor becomes aware of such failure).

(i) The loss, theft, substantial damage, destruction, sale (other than pursuant to Permitted Agreements (as defined in the Loan Agreement)) of any material portion of the Intellectual Property Collateral or the making of any levy, seizure or attachment thereof or thereon.

The Debtor shall promptly notify the Secured Party in writing of any Event of Default, any event that will be an Event of Default if not cured within the applicable time periods described above, or the occurrence of any event that will or is reasonably likely to result in an Event of Default. Failure to so notify the Secured Party within 10 days shall be an Event of Default hereunder.

## 6. Secured Party' Rights and Remedies.

(a) Rights in the Event of Default. In addition to those rights, if any, specified in the other Loan Documents, but subject to the terms and conditions of the Loan Documents, upon the occurrence of an Event of Default and during its continuation, and at any time thereafter, the Secured Party may do each of the following, subject to the Intercreditor Agreement and the Escrow Agreement:

(i) Enter Debtor's premises to inspect the Collateral and Debtor's books and records pertaining to the Collateral, and Debtor shall assist the Secured Party in making any such inspection.

(ii) Execute, sign, endorse, transfer or deliver in the name of Debtor, notes, checks, drafts or other instruments for the payment of money and receipts, certificates of origin, applications for certificates of

title or any other documents, necessary to evidence, perfect or realize upon the security interest and obligations created by this Security Agreement.

(iii) Agree to discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, pay for the insurance on the Collateral and pay for the maintenance and preservation of the Collateral. Debtor agrees to reimburse the Secured Party on demand for any payment made, or expense incurred by the Secured Party pursuant to the foregoing authorization, plus interest thereon at the rate set forth in paragraph 3(c) hereof, and will indemnify and hold the Secured Party harmless from and against liability in connection therewith.

(iv) Subject to the terms and conditions of the Loan Documents, declare all obligations secured hereby immediately due and payable and shall have the rights and remedies of a "secured party" under the UCC in effect in the local jurisdiction where the Collateral is located, including, without limitation, the right to sell, lease or otherwise dispose of any or all of the Collateral and the right to take possession of the Collateral, and for that purpose the Secured Party may enter any premises on which the Collateral or any part thereof may be situated and remove the same therefrom, so long as the same may be accomplished without a breach of the peace. The Secured Party may require Debtor to assemble the Collateral and make it available to the Secured Party at a place to be designated by the Secured Party and thereafter hold the Collateral absolutely free from any claim or right of set off whatsoever, including any right of redemption (statutory or otherwise), and such demand, notice and right or equity being hereby expressly waived and released. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party will send Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other disposition thereof is to be made. The requirement of sending reasonable notice shall be met if such notice is given to Debtor at least ten days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like shall include the Secured Party's reasonable fees and expenses actually incurred by or on behalf of the Secured Party (including, but not limited to, reasonable fees and expenses of legal counsel), and Debtor agrees to pay such reasonable fees and expenses, plus interest thereon at the rate set forth in paragraph 3(c) hereof.

(v) Notify the account of debtors or obligors of any accounts, chattel paper, negotiable instruments or other evidences of indebtedness remitted by Debtor to the Secured Party as proceeds to pay the Secured Party directly.

(vi) Demand, sue for, collect or make any compromise or settlement with reference to the Collateral as the Secured Party, in their sole discretion, choose.

(vii) Remedy any default and may waive any default without waiving or being deemed to have waived any other prior or subsequent default.

(viii) To the extent not wholly inconsistent with any remedy expressly provided for under this Agreement, the Intercreditor Agreement or the Escrow Agreement, the Secured Party may exercise any other rights or remedies it may have at law or under the Loan Documents or Escrow Agreement (defined below).

(b) Deficiency. If the proceeds of sale, collection or other realization of or upon the Collateral pursuant to this Section 6 are insufficient to cover the costs and expenses of such realization and the payment in full of the Indebtedness, Debtor shall remain liable for any deficiency.

7. Escrow of Source Code. Concurrent with the execution of this Agreement, as further security for the Indebtedness, Debtor, Secured Party and DSI Technology Escrow Services, Inc. ("DSI") have entered into a Preferred Escrow Agreement, in the form attached hereto as Exhibit E (the "Escrow Agreement"). Debtor shall be responsible for all amounts payable to DSI pursuant to Section 6 of the Escrow Agreement. If the Secured Party makes any payment to DSI required to be made by Debtor pursuant to such Section 6, Debtor shall promptly reimburse the Secured Party for all of such payment.

## 8. Miscellaneous.

(a) Notices. Any notice required or permitted by this Security Agreement shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) when sent by confirmed facsimile or electronic transmission if received during normal business hours of the recipient on a business day, or if not, then on the next business day; or (iii) one (1) business day after deposit with a nationally recognized overnight courier, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the Debtor and the Secured Party at the addresses set forth on the signature pages hereof or at such other address as the Debtor or the Secured Party may designate by ten (10) days' advance written notice to the other parties hereto.

(b) Construction. "Secured Party" and "Debtor", as used in this instrument, include the administrators, successors, representatives, receivers, trustees and assigns of such party.

(c) Headings. The headings appearing in this instrument have been inserted for convenience of reference only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this instrument.

(d) Governing Law. The law governing this secured transaction shall be that of the State of New York in force at the date of this instrument.

(e) Further Assurances. All property acquired by Debtor after the date hereof, which by the terms hereof is required or intended to be subjected to the lien of this Security Agreement, shall, immediately upon the acquisition thereof and without further mortgage, conveyance or assignment, become subject to the lien of this Security Agreement as fully as though now owned by Debtor and specifically described herein. Nevertheless, Debtor will do all such further acts and execute, acknowledge and deliver all such further conveyances, mortgages, financing statements and assurances as the Secured Party shall reasonably require for accomplishing the purposes of this Security Agreement.

(f) Rights Cumulative; No Waiver. The rights and remedies of the Secured Party hereunder are cumulative, and the exercise (or waiver) of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other rights and remedies of the Secured Party. No delay on the part of the holder of this Security Agreement in the exercise of any power or right under this Security Agreement or under any other instrument executed pursuant hereto shall operate as a waiver thereof, nor shall a single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right.

(g) Successors and Assigns. The rights and obligations of the Secured Party and the Debtor hereunder may not be transferred or assigned by any party without the prior written consent of the other parties hereto, except the Secured Party may transfer or assign its rights and obligations under this Security Agreement to any of its subsidiaries or affiliates without such consent and in such case the assignee shall be entitled to all of the rights, privileges and remedies granted in this Security Agreement to the Secured Party provided that the transfer does not violate applicable securities laws and is in connection with a concurrent assignment or transfer of Secured Note to such assignee or transferee; and in such event Debtor will assert no claims or defenses, other than a defense that it has performed its obligations under the Loan Documents, it may have against the Secured Party against the assignee, except those granted in this Security Agreement. Any assignee of Debtor or the Secured Party shall agree in writing prior to the effectiveness of such assignment to be bound by the provisions hereof. All of the stipulations, promises and agreements in this Security Agreement made by Debtor shall bind the successors and permitted assigns of Debtor, whether so expressed or not, and inure to the benefit of the successors and permitted assigns of Debtor and the Secured Party.

(h) Severability. In the event any one or more of the provisions contained in this Security Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Security Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(i) Amendment and Waiver. Any term of this Security Agreement may be amended or waived only with the written consent of the Debtor and the Secured Party. Any waiver by the Debtor or the Secured Party of a breach of any provision of this Security Agreement shall not operate as or be construed to be a waiver of any other breach of such

provision or of any breach of any other provision of this Security Agreement. The failure of the Debtor or the Secured Party to insist upon strict adherence to any term of this Security Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Security Agreement.

(j) Entire Agreement. The Loan Documents constitute the full understanding between the parties hereto with respect to the subject matter hereof, and no statements, written or oral, made prior to or at the signing hereof shall vary or modify the terms hereof.

IN WITNESS WHEREOF, the undersigned parties have executed this Security Agreement on and as of the Effective Date.

**DEBTOR:**

**SILVON SOFTWARE, INC.**

By: *Michael J. Hernd*  
Name: Michael J. Hernd  
Title: President

Address: 900 Oakmont Lane  
Westmont, Illinois 60559

**SECURED PARTY:**

**JDA SOFTWARE GROUP, INC.**

By: *KL Magnusson*  
Name: KL Magnusson  
Title: EVP/CEO

Address: 14400 North 87<sup>th</sup> Street  
Scottsdale, Arizona 85260

**SIGNATURE PAGE TO SECURITY AGREEMENT**

**EXHIBIT A**

Copyrights

Description

See Attached

Registration/  
Application  
Number

Registration/  
Application  
Date



FEE CHANGES

Fees are effective through June 30, 2002. After that date, check the Copyright Office Website at www.loc.gov/copyright or call (202) 707-5900 for current fee information.

FORM TX

For a Nondramatic Literary Work UNITED STATES COPYRIGHT OFFICE



REGISTRATION NUMBER

TX TXU
EFFECTIVE DATE OF REGISTRATION
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1 TITLE OF THIS WORK
DataTracker
PREVIOUS OR ALTERNATIVE TITLES
PUBLICATION AS A CONTRIBUTION
If published in a periodical or serial give: Volume Number Issue Date On Pages

2 a NAME OF AUTHOR: Silvon Software, Inc.
AUTHOR'S NATIONALITY OR DOMICILE: U.S.A.
WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:
NOTE Under the law, the "author" of a "work made for hire" is generally the employer, not the employee...
b NAME OF AUTHOR
c NAME OF AUTHOR

3 a YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED: 1995
b DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK: Oct. 1st 1995

4 COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.
Silvon Software, Inc.
900 Oakmont Lane, Suite 400
Westmont, Illinois 60559
TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.
APPLICATION RECEIVED
ONE DEPOSIT RECEIVED
TWO DEPOSITS RECEIVED
FUNDS RECEIVED

MORE ON BACK - Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
DO NOT WRITE HI
- See detailed instructions. - Sign the form at line 8.
Page 1 of \_\_\_ p:

EXAMINED BY

FORM TX

CHECKED BY

CORRESPONDENCE  
Yes

FOR  
COPYRIGHT  
OFFICE  
USE  
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes  No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼

a.  This is the first published edition of a work previously registered in unpublished form.

b.  This is the first application submitted by this author as copyright claimant.

c.  This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▶

Year of Registration ▶

5

DERIVATIVE WORK OR COMPILATION

Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

N/A

a

6

See instructions  
before completing  
this space.

b

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

N/A

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼

Account Number ▼

N/A

a

7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

Mike Hennel - President  
Silvon Software, Inc.  
900 Oakmont Lane, Suite 400  
Westmont, Illinois 60559

Area code and daytime telephone number ▶ (630) 734-5363

Fax number ▶ (630) 734-5563

Email ▶ mike.hennel@silvon.com

b

CERTIFICATION\* I, the undersigned, hereby certify that I am the

- Check only one ▶
- author
  - other copyright claimant
  - owner of exclusive right(s)
  - authorized agent of \_\_\_\_\_

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

8

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Mike Hennel - President of Silvon Software, Inc. Date▶ March 13, 2001

Handwritten signature (X) ▼

X

Certificate will be mailed in window envelope to this address:

Name ▼	Mike Hennel - President
Number/Street/Apt ▼	900 Oakmont Lane, Suite 400
City/State/ZIP ▼	Westmont, Illinois 60559

YOU MUST:

- Complete all necessary spaces
- Sign your application in space 8

SEND ALL 3 ELEMENTS IN THE SAME PACKAGE:

1. Application form
2. Nonrefundable filing fee in check or money order payable to Register of Copyrights
3. Deposit material

MAIL TO:

Library of Congress  
Copyright Office  
101 Independence Avenue, S.E.  
Washington, D.C. 20559-6000

9

As of July 1, 1999, the filing fee for Form 1 is \$30.

\*17 U.S.C. § 506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

June 1999—200,000  
WEB REV: June 1999

♻️ PRINTED ON RECYCLED PAPER

U.S. GOVERNMENT PRINTING OFFICE: 1999-454-879/

TRADEMARK  
REEL: 002298 FRAME: 0250

**EXHIBIT B**

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

**EXHIBIT C**

Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

See Attached

# COUNTRY/TRADENAME REPORT

SILVON SOFTWARE, INC.

CountryName	Trademark	Classes	Status	Registration No.	Reg. Date	Appin. No.	Filing Date	Renewal Date	Case No.
<i>Australia</i>	SALESTRACKER	9	Registered	599604	01-Apr-1993	599604	01-Apr-1993	01-Apr-2003	930359
	SILVON	9	Registered	A599605	01-Apr-1994	599605	01-Apr-1993	01-Apr-2010	930380
<i>Brazil</i>	SILVON	016	Registered	818529914	08-Sep-1993	816529914	25-Nov-1991	08-Sep-2003	SLV016-1
	SILVON	009	Registered	816529906	03-Nov-1993	816529806	25-Nov-1991	03-Nov-2003	SLV009-1
<i>Canada</i>	SILVON	000	Registered	472174	06-Mar-1997	807953	21-Mar-1996	06-Mar-2012	960418
<i>France</i>	SALESTRACKER	9	Registered	96/616020	15-Mar-1996	96/616020	15-Mar-1996	15-Mar-2008	960424
	SILVON	9	Registered	95/573848	31-May-1985	95/573848	31-May-1995	31-May-2005	951151
<i>Germany</i>	SALESTRACKER	9	Registered	39614011	21-Mar-1996	39614011.4	21-Mar-1996	21-Mar-2006	960425
	SILVON	9	Registered	39523746	14-Mar-1996	39523746.7	07-Jun-1995	07-Jun-2005	951152
<i>Guatemala</i>	SILVON	9	Registered	088049	04-Dec-1997	M-4865-6	21-Jun-1996	04-Dec-2007	960419
<i>Hong Kong</i>	SILVON	9	Registered	7294/97	21-Mar-1996	3405/96	21-Mar-1996	21-Mar-2003	960421

*Monday, April 02, 2001*

*Page 1 of 3*

CountryName	Trademark	Classes	Status	Registration No.	Reg. Date	Appln. No.	Filing Date	Renewal Date	Case No.
Spain	SILVON	9	Registered	T9603381C	06-Apr-1996	398196	06-Apr-1996	08-Apr-2006	960422
Thailand	SILVON	9	Registered	1983393	04-Sep-1995	1983393	04-Sep-1995	04-Sep-2005	951154
United Kingdom	SILVON	9	Registered	57706	09-Apr-1996	305644	09-Apr-1996	09-Apr-2006	960423
United States of America	SILVON	9,16	Registered	2027226	18-Jul-1995	2027226	18-Jul-1995	18-Jul-2005	951153
	CATEGORY MANAGER	9	Pending			767044540	09-May-2000		983780
	DATATRACKER	9	Registered	1975033	21-May-1996	747595097	29-Jun-1995	21-May-2006	951342
	DBCONNECT	9	Pending			751141109	29-Jul-1996		960970
	DECISIONEDGE	9	Pending			767060443	31-May-2000		983895
	DECISIONMART	9	Registered	2,293,325	16-Nov-1999	757357,721	16-Sep-1997	18-Nov-2009	971651
	DECISIONTRACKER	9	Registered	2,278,780	21-Sep-1999	757359130	18-Sep-1997	21-Sep-2009	971652
	EZVIEWER	9	Pending			767208507	08-Feb-2001		010293
	MANUFACTURINGTRACKER	9	Registered	2,375,624	08-Aug-2000	757286916	05-May-1997	08-Aug-2010	971020
	MARGINTRACKER	9	Registered	2,375,625	08-Aug-2000	757286918	05-May-1997	08-Aug-2010	971021
	OPTIREMOTE	9	Registered	1988672	23-Jul-1996	747720890	31-Jul-1995	23-Jul-2006	951485
	RETAILTRACKER	9	Pending			757286917	05-May-1997		971022
	SALESTRACKER	009	Registered	1588665	27-Mar-1990	747819862	16-Aug-1989	27-Mar-2010	993216
	SALESWRITER	9	Registered	1988511	23-Jul-1996	747708804	31-Jul-1995	23-Jul-2006	951486
	SILVON	009	Registered	1548101	18-Jul-1989	747765734	25-Nov-1988	18-Jul-2009	SLV009-1
	STRATUM	9	Instructed						993903

Monday, April 02, 2001

SILVON SOFTWARE, INC.

Country Name	Trademark	Classes	Status	Registration No.	Reg. Date	Appln. No.	Filing Date	Renewal Date	Case No.
Venezuela	SILVON	9	Pending			4191-96	28-Mar-1986		860420

**EXHIBIT D**

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None



**EXHIBIT E**

**ESCROW AGREEMENT**

**PREFERRED ESCROW AGREEMENT**

Account Number \_\_\_\_\_

This Agreement is effective as of May \_\_, 2000 among DSI Technology Escrow Services, Inc. ("DSI"), Silvon Software, Inc. ("Depositor") and JDA Software Group, Inc. ("Secured Party"), who collectively may be referred to in this Agreement as "the parties."

A. Depositor and Secured Party have entered or will enter into a Security Agreement dated as of the date hereof (the "Security Agreement") securing certain Indebtedness, as such term is defined in the Security Agreement.

B. Depositor desires to avoid disclosure of its proprietary technology except under certain limited circumstances.

C. The availability of the proprietary technology of Depositor is critical to the Secured Parties in the event of an Event of Default, as such term is defined in the Security Agreement, and, therefore, Secured Party needs access to the proprietary technology under certain limited circumstances.

D. Depositor and Secured Party desire to establish an escrow with DSI to provide for the retention, administration and controlled access of the proprietary technology materials of Depositor.

**ARTICLE 1 -- DEPOSITS**

1.1 Obligation to Make Deposit. Upon the signing of this Agreement by the parties, Depositor shall deliver to DSI the proprietary technology and other materials ("Deposit Materials") identified on Exhibit A attached hereto, as signed by Depositor and Secured Party. DSI shall have no obligation with respect to the preparation, signing or delivery of Exhibit A.

1.2 Identification of Tangible Media. Prior to the delivery of the Deposit Materials to DSI, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the Deposit Materials are written or stored. Additionally, Depositor shall complete Exhibit B to this Agreement by listing each such tangible media by the item label description, the type of media and the quantity. Exhibit B must be signed by Depositor and delivered to DSI with the Deposit Materials, with a copy delivered to Secured Party. Unless and until Depositor makes the initial deposit with DSI, DSI shall have no obligation with respect to this Agreement, except the obligation to notify the parties regarding the status of the deposit account as required in Section 2.2 below.

1.3 Deposit Inspection. When DSI receives the Deposit Materials and Exhibit B, DSI will conduct a deposit inspection by visually matching the labeling of the tangible media containing the Deposit Materials to the item descriptions and quantity listed on Exhibit B. In addition to the deposit inspection, Secured Party may elect to cause a verification of the Deposit Materials in accordance with Section 1.6 below.

1.4 Acceptance of Deposit. At completion of the deposit inspection, if DSI determines that the labeling of the tangible media matches the item descriptions and quantity on Exhibit B, DSI will date and sign Exhibit B and mail a copy thereof to Depositor and Secured Party. If DSI determines that the labeling does not match the item descriptions or quantity on the Exhibit B, DSI will (a) note the discrepancies in writing on Exhibit B; (b) date and sign Exhibit B with the exceptions noted; and (c) mail a copy of Exhibit B to Depositor and Secured Party. DSI's acceptance of the deposit occurs upon the signing of Exhibit B by DSI. Delivery of the signed Exhibit B to Secured Party is Secured Party's notice that the Deposit Materials have been received and accepted by DSI.

1.5 Depositor's Representations. Depositor represents as follows:

- a. Depositor lawfully possesses all of the Deposit Materials deposited with DSI;
- b. With respect to all of the Deposit Materials, Depositor has the right and authority to grant to DSI and Secured Party the rights as provided in this Agreement;
- c. The Deposit Materials are not subject to any lien or other encumbrance;
- d. The Deposit Materials consist of the proprietary technology and other materials identified on Exhibit A, as the case may be; and
- e. The Deposit Materials are readable and useable in their current form as deposited.

1.6 Verification. Secured Party shall have the right, at Secured Party's expense, to cause a verification of any Deposit Materials. Secured Party shall notify Depositor and DSI of Secured Party's request for verification. Depositor shall have the right to be present at the verification. A verification determines, in different levels of detail, the accuracy, completeness, sufficiency and quality of the Deposit Materials. If a verification is elected after the Deposit Materials have been delivered to DSI, then only DSI, or at DSI's election an independent person or company selected and supervised by DSI, may perform the verification.

1.7 Deposit Updates. Unless otherwise provided by the Security Agreement, Depositor shall update the Deposit Materials within 60 days of each release of a new version of the product or of a new version of an existing product which is subject to the Security Agreement. Such updates will be added to the existing deposit. All deposit updates shall be listed on a new Exhibit B and the new Exhibit B shall be signed by Depositor. Each Exhibit B will be held and maintained separately within the escrow account. An independent record will be created which will document the activity for each Exhibit B. The processing of all deposit updates shall be in accordance with Sections 1.2 through 1.6 above. All references in this Agreement to the Deposit Materials shall include the initial Deposit Materials and any updates.

1.8 Removal of Deposit Materials. The Deposit Materials may be removed and/or exchanged only on written instructions signed by Depositor and Secured Party, or as otherwise provided in this Agreement.

## ARTICLE 2 -- CONFIDENTIALITY AND RECORD KEEPING

2.1 Confidentiality. DSI shall maintain the Deposit Materials in a secure, environmentally safe, locked facility which is accessible only to authorized representatives of DSI. DSI shall have the obligation to reasonably protect the confidentiality of the Deposit Materials. Except as provided in this Agreement, DSI shall not disclose, transfer, make available, or use the Deposit Materials. DSI shall not disclose the content of this Agreement to any third party. If DSI receives a subpoena or other order of a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Materials, DSI will immediately notify the parties to this Agreement unless prohibited by law. It shall be the responsibility of Depositor and/or Secured Party to challenge any such order; provided, however, that DSI does not waive its rights to present its position with respect to any such order. DSI will not be required to disobey any court or other judicial tribunal order. (See Section 7.5 below for notices of requested orders.)

2.2 Status Reports. DSI will issue to Depositor and Secured Party a report profiling the account history at least semi-annually. DSI may provide copies of the account history pertaining to this Agreement upon the request of any party to this Agreement.

2.3 Audit Rights. During the term of this Agreement, Depositor and Secured Party shall each have the right to inspect the written records of DSI pertaining to this Agreement. Any inspection shall be held during normal business hours and following reasonable prior notice.

## ARTICLE 3 -- GRANT OF RIGHTS TO DSI

3.1 Title to Media. Depositor hereby transfers to DSI the title to the media upon which the proprietary technology and materials are written or stored. However, this transfer does not include the ownership of the proprietary technology and materials contained on the media such as any copyright, trade secret, patent or other intellectual property rights.

3.2 Right to Make Copies. DSI shall have the right to make copies of the Deposit Materials as reasonably necessary to perform this Agreement. DSI shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on the Deposit Materials onto any copies made by DSI. With all Deposit Materials submitted to DSI, Depositor shall provide any and all instructions as may be necessary to duplicate the Deposit Materials including but not limited to the hardware and/or software needed.

3.3 Right to Transfer Upon Release. Depositor hereby grants to DSI the right to transfer the Deposit Materials to Secured Party upon any release of the Deposit Materials for use by Secured Party in accordance with Section 4.5. Except upon such a release or as otherwise provided in this Agreement, DSI shall not transfer the Deposit Materials.

## ARTICLE 4 -- RELEASE OF DEPOSIT

4.1 Release Conditions. As used in this Agreement, "Release Condition" shall mean the occurrence of an Event of Default as such term is defined in the Security Agreement, subject to the terms and conditions thereof.

4.2 Filing For Release. If Secured Party believes in good faith that a Release Condition has occurred, Secured Party may provide to DSI written notice of the occurrence of the Release Condition and a request for the release of the Deposit Materials. Upon receipt of such notice, DSI shall provide a copy of the notice to Depositor by commercial express mail.

4.3 Contrary Instructions. From the date DSI mails the notice requesting release of the Deposit Materials, Depositor shall have ten business days to deliver to DSI contrary instructions. "Contrary Instructions" shall mean the written representation by Depositor (certified as true and correct by an officer of Depositor) that a Release Condition has not occurred or has been cured. Upon receipt of Contrary Instructions, DSI shall send a copy to Secured Party by commercial express mail. Additionally, DSI shall notify both Depositor and Secured Party that there is a dispute to be resolved pursuant to the Dispute Resolution section (Section 7.3) of this Agreement. Subject to Section 5.2, DSI will continue to store the Deposit Materials without release pending (a) joint instructions from Depositor and Secured Party; (b) resolution pursuant to the Dispute Resolution provisions; or (c) order of a court.

4.4 Release of Deposit. If DSI does not receive Contrary Instructions from the Depositor, DSI is authorized to release the Deposit Materials to the Secured Party. However, DSI is entitled to receive any fees due DSI before making the release. Any copying expense in excess of \$300 will be chargeable to Secured Party. This Agreement will terminate upon the release of the Deposit Materials held by DSI.

4.5 Right to Use Following Release. Unless otherwise provided in the Security Agreement, upon release of the Deposit Materials in accordance with this Article 4, Secured Party shall have the right to use the Deposit Materials for the sole purpose of continuing the benefits afforded to Secured Party by the Security Agreement.

## ARTICLE 5 -- TERM AND TERMINATION

5.1 Term of Agreement. The initial term of this Agreement is for a period of one year. Thereafter, this Agreement shall automatically renew from year-to-year unless (a) Depositor and Secured Party jointly instruct DSI in writing that the Agreement is terminated; or (b) the Agreement is terminated by DSI for nonpayment in accordance with Section 5.2. If the Deposit Materials are subject to another escrow agreement with DSI, DSI reserves the right, after the initial one year term, to adjust the anniversary date of this Agreement to match the then prevailing anniversary date of such other escrow arrangements.

5.2 Termination for Nonpayment. In the event of the nonpayment of fees owed to DSI, DSI shall provide written notice of delinquency to all parties to this Agreement. Any party to this Agreement shall have the right to make the payment to DSI to cure the default. If the past due payment is not received in full by DSI within one month of the date of such notice, then DSI shall have the right to terminate this Agreement at any time thereafter by sending written notice

of termination to all parties. DSI shall have no obligation to take any action under this Agreement so long as any payment due to DSI remains unpaid.

5.3 Disposition of Deposit Materials Upon Termination. Upon termination of this Agreement, DSI shall destroy, return, or otherwise deliver the Deposit Materials in accordance with Depositor's instructions. If there are no instructions, DSI may, at its sole discretion, destroy the Deposit Materials or return them to Depositor. DSI shall have no obligation to return or destroy the Deposit Materials if the Deposit Materials are subject to another escrow agreement with DSI.

5.4 Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:

- a. Depositor's Representations (Section 1.5);
- b. The obligations of confidentiality with respect to the Deposit Materials;
- c. The rights granted in the sections entitled Right to Transfer Upon Release (Section 3.3) and Right to Use Following Release (Section 4.5), if a release of the Deposit Materials has occurred prior to termination;
- d. The obligation to pay DSI any fees and expenses due;
- e. The provisions of Article 7; and
- f. Any provisions in this Agreement which specifically state they survive the termination or expiration of this Agreement.

## ARTICLE 6 -- DSI'S FEES

6.1 Fee Schedule. DSI is entitled to be paid its standard fees and expenses applicable to the services provided. DSI shall notify the party responsible for payment of DSI's fees at least 60 days prior to any increase in fees. For any service not listed on DSI's standard fee schedule, DSI will provide a quote prior to rendering the service, if requested.

6.2 Payment Terms. DSI shall not be required to perform any service unless the payment for such service and any outstanding balances owed to DSI are paid in full. Fees are due upon receipt of a signed contract or receipt of the Deposit Materials whichever is earliest. If invoiced fees are not paid, DSI may terminate this Agreement in accordance with Section 5.2. Late fees on past due amounts shall accrue interest at the rate of one and one-half percent per month (18% per annum) from the date of the invoice.

## ARTICLE 7 -- LIABILITY AND DISPUTES

7.1 Right to Rely on Instructions. DSI may act in reliance upon any instruction, instrument, or signature reasonably believed by DSI to be genuine. DSI may assume that any employee of a party to this Agreement who gives any written notice, request, or instruction has the authority to

do so. DSI will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. DSI shall not be responsible for failure to act as a result of causes beyond the reasonable control of DSI.

7.2 Indemnification. Depositor and Secured Party each agree to indemnify, defend and hold harmless DSI from any and all claims, actions, damages, arbitration fees and expenses, costs, attorney's fees and other liabilities ("Liabilities") incurred by DSI relating in any way to this escrow arrangement unless such Liabilities were caused solely by the negligence or willful misconduct of DSI.

7.3 Dispute Resolution. Any dispute relating to or arising from this Agreement shall be resolved by arbitration under the Commercial Rules of the American Arbitration Association. Three arbitrators shall be selected. The Depositor and Secured Party shall each select one arbitrator and the two chosen arbitrators shall select the third arbitrator, or failing agreement on the selection of the third arbitrator, the American Arbitration Association shall select the third arbitrator. However, if DSI is a party to the arbitration, DSI shall select the third arbitrator. Unless otherwise agreed by Depositor and Secured Party, arbitration will take place in Chicago, Illinois. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator(s). Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the party or, if unrepresented, to the party at the last known business address.

7.4 Controlling Law. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions.

7.5 Notice of Requested Order. If any party intends to obtain an order from the arbitrator or any court of competent jurisdiction which may direct DSI to take, or refrain from taking any action, that party shall:

- a. Give DSI at least two business days' prior notice of the hearing;
- b. Include in any such order that, as a precondition to DSI's obligation, DSI be paid in full for any past due fees and be paid for the reasonable value of the services to be rendered pursuant to such order; and
- c. Ensure that DSI not be required to deliver the original (as opposed to a copy) of the Deposit Materials if DSI may need to retain the original in its possession to fulfill any of its other duties.

## ARTICLE 8 -- GENERAL PROVISIONS

8.1 Entire Agreement. This Agreement, which includes the Exhibits described herein, embodies the entire understanding among the parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. DSI is not a party to the Security Agreement between Depositor and the Secured Party and has no knowledge of any of the terms or provisions of any such Security Agreement. DSI's only obligations to Depositor or Secured Party are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by all the parties

hereto, except that Exhibit A need not be signed by DSI, Exhibit B need not be signed by Secured Party and Exhibit C need not be signed.

8.2 Notices. All notices, invoices, payments, deposits and other documents and communications shall be given to the parties at the addresses specified in the attached Exhibit C. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely on the last known address of the other parties. Unless otherwise provided in this Agreement, all documents and communications shall be delivered by overnight courier.

8.3 Severability. In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.4 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. However, DSI shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Secured Party unless DSI receives clear, authoritative and conclusive written evidence of the change of parties.



8.5 Regulations. Depositor and Secured Party are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Deposit Materials may be delivered in accordance with the provisions of this Agreement.

Depositor:

SILVON SOFTWARE, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Secured Party:

JDA SOFTWARE GROUP, INC., a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DSI Technology Escrow Services, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**MATERIALS TO BE DEPOSITED**

Account Number \_\_\_\_\_

Depositor represents to Secured Party that Deposit Materials delivered to DSI shall consist of the following:

See Exhibit B.

Depositor:

SILVON SOFTWARE, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Secured Party:

JDA SOFTWARE GROUP, INC., a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**

**DESCRIPTION OF DEPOSIT MATERIALS**

Depositor Company Name: Silvon Software, Inc.

Account Number \_\_\_\_\_

Product Name: Datatracker Version: 3.0  
(Product Name will appear as the Exhibit B Name on Account History report)

**DEPOSIT MATERIAL DESCRIPTION:**

Quantity	Media Type & Size	Label Description of Each Separate Item
_____	Disk 3.5" or _____	
_____	DAT tape _____ mm	
3	CD-ROM	
_____	Data cartridge tape _____	
_____	TK 70 or _____ tape	
_____	Magnetic tape _____	
_____	Documentation	
_____	Other _____	

**PRODUCT DESCRIPTION:**

Environment: IBM A/S 400, Microsoft NT, WIN98, WIN95.

**DEPOSIT MATERIAL INFORMATION:**

Is the media encrypted? No. If yes, please include any passwords and the decryption tools.

Encryption tool name \_\_\_\_\_ Version \_\_\_\_\_

Hardware required \_\_\_\_\_

Software required \_\_\_\_\_

Other required information \_\_\_\_\_

I certify for **Depositor** that the above described  
Deposit Materials have been transmitted to DSI:

**DSI** has inspected and accepted the above  
materials *(any exceptions are noted above)*:

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date Accepted \_\_\_\_\_

Exhibit B# \_\_\_\_\_

Send materials to: DSI, 9265 Sky Park Ct., Suite 202, San Diego, CA 92123 (858) 499-1600

**EXHIBIT C**

**DESIGNATED CONTACT**

Account Number \_\_\_\_\_

Notices, deposit material returns and communications to Depositor should be addressed to:

Invoices to Depositor should be addressed to:

Company Name: Silvon Software, Inc.  
Address: 900 Oakmont Lane, Suite 400  
Westmont, IL 60559

Silvon Software, Inc.  
900 Oakmont Lane, Suite 400  
Westmont, IL 60559

Designated Contact: Michael J. Hennel  
Telephone: 630-655-6363  
Facsimile: 630-655-6397

Contact: Michael Hennel

P.O.#, if required: \_\_\_\_\_

Notices and communications to Secured Party should be addressed to:

Invoices to Secured Party should be addressed to:

Company Name: JDA Software Group, Inc.  
Address: 14400 North 87<sup>th</sup> Street  
Scottsdale, Arizona 85260  
Attn: General Counsel

Designated Contact: Ellen Carnahan  
Telephone: 312-364-8949  
Facsimile: 312-236-1042

Requests from Depositor or Secured Party to change the designated contact should be given in writing by the designated contact or an authorized employee of Depositor or Secured Party.

Contracts, Deposit Materials and notices to DSI should be addressed to:

Invoice inquiries and fee remittances to DSI should be addressed to:

DSI Technology Escrow Services, Inc.  
Contract Administration  
9265 Sky Park Court, Suite 202  
San Diego, CA 92123

DSI Technology Escrow Services, Inc.  
Accounts Receivable  
PO Box 45156  
San Francisco, CA 94145-0156

Telephone: (858) 499-1600  
Facsimile: (858) 694-1919

(858) 499-1636  
(858) 499-1637

Date: \_\_\_\_\_

EXHIBIT F

**OTHER LIENS AND SECURITY INTERESTS**

## UCC Filing Detail

1. Lien and security interest of IBM Credit Corporation in certain equipment Borrower is leasing as of the date hereof as evidenced by UCC-1 Financing Statement number 3522175 recorded with the Illinois Secretary of State on March 27, 1996.
2. Lien and security interest of IBM Credit Corporation in certain equipment Borrower is leasing as of the date hereof as evidenced by UCC-1 Financing Statement number 3571352 recorded with the Illinois Secretary of State on July 29, 1996.
3. Lien and security interest of IBM Credit Corporation in certain equipment Borrower is leasing as of the date hereof as evidenced by UCC-1 Financing Statement number 3947576 recorded with the Illinois Secretary of State on November 24, 1998.
4. Lien and security interest of IBM Credit Corporation in certain equipment Borrower is leasing as of the date hereof as evidenced by UCC-1 Financing Statement number 4055680 recorded with the Illinois Secretary of State on December 3, 1998.
5. Lien and security interest of CIT Technology Financing Services Inc. in certain equipment Borrower is leasing as of the date hereof as evidenced by UCC-1 Financing Statement number 4272933 recorded with the Illinois Secretary of State on September 27, 2000.
6. Lien and security interest of Hinsdale Bank & Trust in certain equipment Borrower is leasing as of the date hereof as evidenced by UCC-1 Financing Statement number 3951227 recorded with the Illinois Secretary of State on December 3, 1998. **(Note: this lien is in the process of being released.)**
7. Lien and security interest of Fleet Leasing Corp. in certain equipment Borrower is leasing as of the date hereof as evidenced by UCC-1 Financing Statement number 4208974 recorded with the Illinois Secretary of State on May 9, 2000.
8. Lien and security interest of Siemens Credit Corp. in certain of Borrower's lease as evidenced by UCC-1 Financing Statement number 3177515 recorded with the Illinois Secretary of State on October 14, 1993. **(Note: this lien is in the process of being released.)**
9. Lien and security interest of Cole Taylor Bank in all of Borrower's Collateral (as such term is defined in the Loan and Security Agreement dated June 1, 2000 between Borrower and Cole Taylor Bank) as evidenced by UCC-1 Financing Statement number 3203375 recorded with the Illinois Secretary of State on December 27, 1993. The lien and security interest is further evidenced by the UCC-1 Financing Statement number 4225231 recorded with the Illinois Secretary of State on June 12, 2000.
10. Lien and security interest of William Blair Capital Partners V, L. P., a Delaware limited partnership, CIBC WMV, Inc., a Delaware corporation formerly known as CIBC Wood Gundy Ventures, Inc., and OPCO Senior Executive Investment Partnership, L.P., a Delaware limited partnership as evidenced by UCC-1 Financing Statement number 4222917,4222916,4222918 recorded with the Illinois Secretary of State on June 7, 2000, June 7, 2000 and June 6, 2000. **(Note: this lien will be released upon repayment of stock redemption notes.)**