

Form **PTO-1594** 

U.S. DEPARTMENT OF COMMERCE

| (Rev. 03/01)<br>OMB No. 0651-0027 (exp. 5/31/2002)   | U.S. Patent and Trademark Office   |
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| Tab settings ⇒ ⇒ ⇒ ▼ ▼ ▼   | <b>* * * *</b>   |
| To the Honorable Commissioner of Patents and Trademarks: F   | Please record the attached original documents or copy thereof.   |
| 1. Name of conveying party(ies): Ableco Finance LLC  | 2. Name and address of receiving party(ies)  Name: Geac Computers, Inc. Internal c/o Geac Computer Corporation Limited AddressAttn: Ruth Klein, Esq., Assistant General Counsel Street Address: 11 Allstate Parkway, Suite 300 Markham, Ontario, Canada City: State: Zip: L3R 9T8  |
| Additional name(s) of conveying party(ies) attached? Yes No  3. Nature of conveyance:  Assignment Merger  Security Agreement Change of Name  Other_Release of Security Interest  Execution Date: 03/15/2002                    | Individual(s) citizenship  Association  General Partnership  Limited Partnership  ✓ Corporation-State Missouri  Other  If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes ✓ No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes ✓ No |
| 4. Application number(s) or registration number(s):  A. Trademark Application No.(s)  SEE ATTACHED SCHEDULE  Additional number(s) at 5. Name and address of party to whom correspondence concerning document should be mailed: | B. Trademark Registration No.(s)  SEE ATTACHED SCHEDULE  ttached  Yes No  6. Total number of applications and registrations involved: 21   |
| Name: Joshua R. Bressler, Esq.   | 7. Total fee (37 CFR 3.41)\$540.00   |
| Internal Address: Sullivan & Cromwell  | Enclosed  Authorized to be charged to deposit account  |
| Street Address: 125 Broad St.  | 8. Deposit account number:   |
| City: New York State: NY Zip: 10004  | E THIS SPACE   |
| 9. Signature.  | - THO SI AGE   |
| 1  | Signature  Date  Description to:   |
| EAA AA AA I COMMISSIONER OF PARENT & F   | rademarks, Box Assignments<br>n, D.C. 20231  |

### Schedule 1A

# Release of Security Interest. (Trademarks)

Geac Computers, Inc.

| Mark                 | Application No. | Registration No. |
|----------------------|-----------------|------------------|
| LIBS 100             |                 | 1,168,131        |
| STARPROJECT FOR      | 76/295,299      |                  |
| NOTES                |                 |                  |
| STARPROJECT          | 76/289,550      |                  |
| VISIONSHIFT          |                 | 2,039,655        |
| STARVIEWER           | 76/321,287      |                  |
| STARIMPORT           | 76/321,285      |                  |
| STARBUILDER          | 76/321,297      |                  |
| ROUTE COMMAND        | 76/109,289      |                  |
| ENTERPRISE COMMAND   | 75/932,983      |                  |
| CIRCULATION COMMAND  | 75/932,982      |                  |
| MEDIA COMMAND        | 75/932,981      |                  |
| FINANCE COMMAND      | 75/932,980      |                  |
| SALES COMMAND        | 75/932,979      |                  |
| NEWSTRADE COMMAND    | 75/932,978      |                  |
| NEWS COMMAND         | 75/932,977      |                  |
| CLSI                 |                 | 1,169,025        |
| WIN THE RACE AGAINST |                 | 2,330,562        |
| TIME                 |                 |                  |
| LIBRA and Design     |                 | 1,633,884        |
| PRO-MATION           |                 | 1,437,882        |
| THE CONSTRUCTION     |                 | 1,943,665        |
| OFFICE               |                 |                  |
| THE CONTRACTORS      |                 | 2,021,538        |
| EDGE                 |                 | ·                |

9145305.1

## RELEASE OF SECURITY INTEREST (Trademarks)

This RELEASE OF SECURITY INTEREST (Trademarks), (the "Release") is made and effective as of the date indicated below and is granted by **ABLECO FINANCE LLC** as Agent ("Ableco"), in favor of **GEAC COMPUTERS**, **INC.**, a Missouri corporation (the "Releasee").

WHEREAS, Releasee and Ableco entered into that certain Financing Agreement dated as of October 17, 2001, as amended, replaced, superseded or otherwise modified from time to time (the "Financing Agreement");

WHEREAS, pursuant to the Financing Agreement, the Releasee executed that certain Assignment for Security (Trademarks) dated as of October 16, 2001 in favor of Ableco, pursuant to which Releasee granted to Ableco a continuing security interest in all of Releasee's right, title and interest in, to and under the trademarks, trademark applications and trademark registrations listed on the annexed Schedule 1A, together with, among other things, the goodwill of the business symbolized by such trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "Trademark Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Financing Agreement);

WHEREAS, the Assignment for Security (Trademarks) was recorded at the United States Patent and Trademark Office at Reel 002419, Frame 0585 on January 4, 2002.

WHEREAS, Releasee has requested that Ableco release and discharge fully its security interest in and to the Trademark Collateral conveyed pursuant to and in connection with the Financing Agreement; and

WHEREAS, Ableco is willing to release and discharge fully such security interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Ableco, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully its security interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to Ableco (if any) pursuant to the Financing Agreement, and Ableco reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasee. Ableco further agrees to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or its agents or designees) reasonably request in order to confirm this Release and Releasee's right, title and interest in and to the Trademark Collateral.

NY12533:146784.3

IN WITNESS WHEREOF, Ableco has caused this Release to be duly executed by its officer thereunto duly authorized as of the 15 day of March 2002.

ABLECO FINANCE LLC, as Agent

Name: Kevin Genda

Title: Serior Vice President

#### CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NewYork
COUNTY OF NewYork

ss.:

On this 15 day of March 2002, before me, the undersigned, personally appeared for satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[NOTARY SEAL]

ALEXANDER J. ORNSTEIN Notary Public, State Of New York No. 020R6023697 Qualified In Nassau County Commission Expires April 26, 2003

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| THE CONSTRUCTION      |                    | 1,943,665        |
| OFFICE                |                    | ·                |
| THE CONTRACTORS EDGE  |                    | 2,021,538        |

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**RECORDED: 06/20/2002**