

07-26-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

System Software Associates, Inc.

7-24-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Asset Purchase Agreement

Execution Date: 05/03/2000

2. Name and address of receiving party(ies)

Name: SSA Global Technologies

Internal Address: Suite 1600

Street Address: 500 West Madison

City: Chicago State: IL Zip: 60606

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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)

B. Trademark Registration No.(s) 1294079

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kirk Isaacson, Esq.

Internal Address: Suite 1600

Street Address: SSA Global Technologies

500 W. Madison Street, Suite 1600

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Kirk Isaacson, General Counsel

Name of Person Signing

Signature

7/15/02 Date

Total number of pages including cover sheet, attachments, and document: 21

FINANCE SECTION 07 24 PM 2:00

07/26/2002 TDIAZI 00000015 1294079 40.00 DP 01 FC:481

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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State of Delaware

PAGE 1

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "SSA ACQUISITION CORPORATION", CHANGING ITS NAME FROM "SSA ACQUISITION CORPORATION" TO "SSA GLOBAL TECHNOLOGIES, INC.", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF SEPTEMBER, A.D. 2000, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Handwritten signature of Edward J. Freel in cursive.

Edward J. Freel, Secretary of State

3210075 8100

AUTHENTICATION: 0672574

001461844

DATE: 09-13-00

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 09/13/2000
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**CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
SSA ACQUISITION CORPORATION**

Pursuant to Section 242 of the General Corporation Law of the State of Delaware, SSA Acquisition Corporation, a Delaware corporation (the "Corporation"), hereby certifies that:

A. The name of the Corporation is SSA Acquisition Corporation. The Corporation's original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on April 10, 2000 and was subsequently amended by an amendment that was dated July 20, 2000 and was filed with the Secretary of State of the State of Delaware on July 21, 2000, and was subsequently amended and restated by an amended and restated certificate of incorporation that was dated July 28, 2000 and was filed with the Secretary of State of the State of Delaware on July 28, 2000.

B. The Certificate of Incorporation of the Corporation is hereby amended by deleting the present Article One and inserting a new Article One, as follows:

ARTICLE ONE

The name of the corporation is SSA Global Technologies, Inc. (the "Corporation").

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment to the Certificate of Incorporation on behalf of the Corporation and has attested to such execution and verifies and affirms, under penalty of perjury, that this Certificate of Amendment to the Certificate of Incorporation is the act and deed of the Corporation and the facts stated herein are true as of this 13 day of September, 2000.

SSA ACQUISITION CORPORATION


NAME: Kirk Isaacson
TITLE: Secretary

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

In re:)
)
SYSTEM SOFTWARE)
ASSOCIATES, INC.,)
)
Debtor.) Case No. 00-1852-(RRM)
) Chapter 11

ORDER UNDER 11 U.S.C. §§ 105(A), 363, 365, AND 1146(C), AND FED. R. BANKR. P. 2002, 6004, 6006, 9014, (A) APPROVING ASSET PURCHASE AGREEMENT WITH SSA ACQUISITION CORPORATION (B) AUTHORIZING (I) SALE OF SUBSTANTIALLY ALL OF DEBTOR'S ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES, (II) ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND LEASES, AND (III) ASSUMPTION OF CERTAIN LIABILITIES, AND (C) GRANTING RELATED RELIEF

This matter having come before the Court on the motion, dated May 8, 2000 (the "Motion")¹ of System Software Associates ("SSA" or the "Debtor"), debtor and debtor-in-possession, for entry of an order under 11 U.S.C. §§ 105(a), 363, 365, and 1146(c) and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014 (the "Sale Order") (a) authorizing (i) the Debtor's proposed sale (the "Asset Sale") of substantially all of its assets (the "Assets"), free and clear of all liens, claims, interests, and encumbrances (except those expressly assumed by the Purchaser or otherwise expressly stated as obligations or liabilities of the Purchaser (collectively, the "Surviving Obligations")), pursuant to and as described in the asset purchase agreement, dated as of May 3, 2000 as amended pursuant to those certain Amendments dated as of June 5, 2000, June

¹ Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the Motion or the Purchase Agreement, as the case may be.

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9, 2000, and July 10, 2000 (the "Purchase Agreement"),² between the Debtor, as seller (the "Seller"), and SSA Acquisition Corporation as purchaser ("Purchaser"), (ii) the Seller's assumption and assignment to the Purchaser of certain executory contracts and unexpired leases (the "Assumed Contracts"),³ pursuant to and as described in the Purchase Agreement, free and clear of liens, claims, interests, and encumbrances (except the Surviving Obligations), and (iii) the assumption by the Purchaser of certain liabilities of the Seller (the "Assumed Liabilities"), pursuant to and as described in the Purchase Agreement; and (b) granting related relief; the Court finding that adequate and sufficient notice of the Motion having been given, and finding further that the Asset Sale is in the best interest of the Debtor's estate and its creditors, that it reflects the exercise of sound business judgment by the Debtor, and finding that the Debtor has satisfied all relevant statutory and other requirements for the relief requested herein;

NOW THEREFORE, AT WILMINGTON ON JULY 10, 2000, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

General Provisions

1. The Motion is granted, as further described herein.
2. All objections to the Motion or the relief requested therein that have not

been withdrawn, waived, or settled, and all reservations of rights included therein, hereby are overruled on the merits.

² A copy of the Purchase Agreement is annexed hereto as Exhibit A. Attached hereto as Exhibit B is a copy of a term sheet executed by Gores Technology Group, Romulus Holdings, Inc. ("RHI") and Cerberus Partners, L.P. ("Cerberus") which sets forth various terms concerning the post-closing financing of Purchaser by Cerberus and the participation by RHI, Cerberus and certain other creditors of the Debtor in the capital structure of the Purchaser and which provides a more detailed description of the character and rights of the equity consideration paid to the estate as an element of the Purchase Price.

³ The Assumed Contracts are designated "Section 365 Assumed Rights" in the Purchase Agreement.

Approval of Purchase Agreement

3. The Purchase Agreement, and all of the terms and conditions thereof, is hereby approved.
4. Pursuant to 11 U.S.C. § 363(b), the Seller is authorized and directed to consummate the Asset Sale, pursuant to and in accordance with the terms and conditions of the Purchase Agreement.
5. The Seller is authorized to execute and deliver, and empowered to perform under, consummate and implement, the Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement, and to take all further actions as may be reasonably requested by the Purchaser and required under the Purchase Agreement for the purpose of assigning, transferring, granting, conveying and conferring the Assets to the Purchaser.

Transfer of Assets

6. Pursuant to 11 U.S.C. §§ 105(a) and 363(f), and except for the Surviving Obligations, the Assets shall be transferred to the Purchaser, and upon consummation of the Purchase Agreement (the "Closing") shall be free and clear of all: (i) mortgages, security interests, conditional sale or other title retention agreements, pledges, liens, claims, judgments, demands easements, charges, encumbrances, defects, security interests, options, rights of first refusal, and restrictions of all kind (collectively, "Interests"), and (ii) all debts arising under or out of, in connection with, or in any way relating to, any acts of the Debtor, claims (as that term is defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code"), rights or causes of action (whether in law or in equity, including, but not limited to, any rights or causes of action based on theories of transferee or successor liability under any law, statute, rule

or regulation of the United States, any state, territory, or possession thereof, or the District of Columbia), obligations, demands, guaranties, rights, contractual commitments, restrictions, interests and matters of any kind or nature whatsoever, whether arising prior to or subsequent to the commencement of these cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims and encumbrances (A) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Seller's or the Purchaser's interest in the Assets, or any similar rights, (B) relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtor's Business prior to the Closing Date, and (C) arising under or out of, in connection with, or in any way relating to, the Debtor's 7% Convertible Subordinated Notes) (collectively, "Claims"), with all such Claims and Interests of any kind or nature whatsoever to attach to the net proceeds of the Asset Sale in the order of their priority, with the same validity, force and effect which they now have as against the Assets, subject to any claims and defenses the Debtor may possess with respect thereto.

7. Except as expressly permitted or otherwise specifically provided by the Purchase Agreement or this Sale Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade and other creditors, holding Claims and Interests of any kind or nature whatsoever against or in the Debtor or the Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Debtor, the Assets, the operation of the Debtor's Business prior to the Closing Date, or the transfer of the Assets to the Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting against the Purchaser, its

successors or assigns, its property, or the Assets, such persons' or entities' Claims and Interests.

8. The transfer of the Assets to the Purchaser pursuant to the Purchase Agreement constitutes a legal, valid, and effective transfer of the Assets, and shall vest the Purchaser with all right, title, and interest of the Seller in and to the Assets free and clear of all Claims and Interests of any kind or nature whatsoever, other than the Surviving Obligations.

**Assumption and Assignment to Purchaser
of Assumed Contracts and Assumed Liabilities**

9. Pursuant to 11 U.S.C. §§ 105(a) and 365, and subject to and conditioned upon the Closing of the Asset Sale, the Debtor's assumption and assignment to the Purchaser, and the Purchaser's assumption on the terms set forth in the Purchase Agreement, of the Assumed Contracts (other than those particular executory contracts and unexpired leases which, pursuant to the Purchase Agreement, are not being assumed and assigned to the Purchaser) and Assumed Liabilities is hereby approved, and the requirements of 11 U.S.C. § 365(b)(1) with respect thereto and hereby deemed satisfied. Within five (5) days after the Closing, Purchaser shall file with the Court a list of Excluded Contracts and Assumed Contracts and notify in writing the counterparties to such Excluded Contracts and Assumed Contracts that their contracts or leases either have or have not been assumed by the Debtor and assigned to the Purchaser. Included within the Assumed Contracts shall be the Debtor's Software License Agreement and Master Source Code Escrow Agreement (as amended by Letter Agreement dated as of January 13, 1998) with Corey Steel Company provided that there are no cure amounts associated with the assumption and assignment of these contracts..

10. The Seller is hereby authorized and directed in accordance with 11 U.S.C. §§ 105(a) and 365 to (a) assume and assign to the Purchaser, effective upon the Closing of the Asset Sale, the Assumed Contracts and Assumed Liabilities free and clear of all Claims and

Interests of any kind or nature whatsoever, other than the Surviving Obligations, and (b) execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Assumed Contracts and Assumed Liabilities to the Purchaser.

11. The Assumed Contracts and Assumed Liabilities shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms, notwithstanding any provision in any such Contract or Assumed Liability (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer (including any prohibition, restriction or condition on transfer relating to a change in control of the Seller), and, pursuant to 11 U.S.C. § 365(k), the Debtor shall be relieved from any further liability with respect to the Assumed Contracts and Assumed Liabilities after such assignment to and assumption by the Purchaser.

12. All defaults or other obligations of the Seller under the Assumed Contracts and Assumed Liabilities arising or accruing prior to the date of this Sale Order (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be cured by the Seller at the Closing of the Asset Sale or as soon thereafter as practicable, provided, however, that such cure costs do not exceed \$4 million in the aggregate.

13. Other than those parties who received a supplemental cure notification as reflected on the schedule attached as Exhibit C, each non-Debtor party to an Assumed Contract or Assumed Liability hereby is forever barred, estopped, and permanently enjoined from asserting against the Seller or the Purchaser, or the property of either of them, any default existing as of June 2, 2000, if such default was not asserted by the filing of an objection with the

Bankruptcy Court prior to such date. With respect to the executory contracts and leases of those parties who received a supplemental cure notification, as reflected on Exhibit C, the Purchaser will not take an assignment, and the Debtor will not assume, any such contracts or leases unless any issues pertaining to default and cure amounts have been resolved prior to the closing of the Asset Sale. With respect to any contracts and leases that are not assumed and assigned, the counterparties to such contracts and leases shall have no claim against Purchaser based on such contracts or leases and are hereby forever barred and enjoined from asserting any such claims against Purchaser.

14. The failure of the Seller or the Purchaser to enforce at any time one or more terms or conditions of any Assumed Contract shall not be a waiver of such terms or conditions, or of the Seller's and Purchaser's rights to enforce every term and condition of the Assumed Contracts.

15. The assignment to Purchaser of all Assumed Contracts and Intellectual Property Rights is expressly subject to Purchaser's performance, after such assignment, of all applicable contractual obligations, including software license and source code escrow obligations (to the extent provided in such contracts), other than any such obligations that arise, directly or indirectly, as a result of the Debtor's assumption and assignment to Purchaser pursuant to this Order and 11 U.S.C. § 365 of such Assumed Contracts and Intellectual Property Rights.

Additional Provisions

16. The consideration provided by the Purchaser for the Assets under the Purchase Agreement shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

17. The consideration provided by the Purchaser of the Assets under the Purchase Agreement is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code.

18. On the date of the Closing of the Sale (the "Closing Date"), each of the Seller's creditors is directed to execute such documents and take all other actions as may be necessary to release its Claims against or Interests in the Assets, if any, as such Claims or Interests may have been recorded or may otherwise exist.

19. This Sale Order (a) shall be effective as a determination that, on the Closing Date, all Claims and Interests of any kind or nature whatsoever existing as to the Debtor or the Assets prior to the Closing have been unconditionally released, discharged and terminated (other than the Surviving Obligations), and that the conveyance described in decretal paragraph 6 hereof has been effected, and (b) shall be binding upon and shall govern the acts of all entities including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Assets.

20. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

21. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Claims against or

Interests in the Debtor or the Assets shall not have delivered to the Seller prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Claims or Interests which the person or entity has with respect to the Debtor or the Assets or otherwise, then the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Claims against or Interests in the Assets of any kind or nature whatsoever.

22. All entities who are presently, or on the Closing Date may be, in possession of some or all of the Assets are hereby directed to surrender possession of the Assets to the Purchaser on the Closing Date.

23. The Purchaser shall have no liability or responsibility for any liability or other obligation of the Seller arising under or related to the Assets other than for (a) the Purchase Price, and (b) the Surviving Obligations. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the Purchase Agreement, the Purchaser shall not be liable for any Claims against the Debtor or any of its predecessors or affiliates, and the Purchaser shall have no successor or vicarious liabilities of any kind or character whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtor or any obligations of the Debtor arising prior to the Closing Date, including, but not limited to liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtor's Business prior to the Closing Date.

24. Under no circumstances shall the Purchaser be deemed a successor of or to the Debtor for any Claim or Interest against or in the Debtor or the Assets of any kind or nature

whatsoever. The sale, transfer, assignment and delivery of the Assets shall not be subject to any Claims and Interests, and all Claims and Interests of any kind or nature whatsoever shall remain with, and continue to be obligations of, the Debtor (other than the Surviving Obligations).

Except for holders of Surviving Obligations, all persons holding Claims or Interests against or in the Debtor or the Assets of any kind or nature whatsoever shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Claims or Interests against the Purchaser, its property, its successors and assigns, or the Assets with respect to any Claim or Interest of any kind or nature whatsoever such person or entity had, has, or may have against or in the Debtor, its estate, officers, directors, shareholders, or the Assets. Following the Closing Date, no holder of a Claim against or Interest in the Debtor shall interfere with the Purchaser's title to or use and enjoyment of the Assets based on or related to such Claim or Interest, or any actions that the Debtor may take in its Chapter 11 cases.

25. This Court retains jurisdiction to enforce and implement the terms and provisions of the Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Assets to the Purchaser, (b) resolve any disputes arising under or related to the Purchase Agreement, except to the extent otherwise provided therein, (c) interpret, implement, and enforce the provisions of this Sale Order, and (d) protect the Purchaser against (i) any of the Excluded Liabilities or (ii) any Claims against or Interests in the Debtor or the Assets, of any kind or nature whatsoever, attaching to the proceeds of the Asset Sale.

26. Nothing contained in any plan of reorganization (or liquidation) confirmed in this case or any order of this Court confirming such plan shall conflict with or derogate from

the provisions of the Purchase Agreement or the terms of this Sale Order, provided that the Purchaser complies with those obligations imposed on it under the Purchase Agreement, including in respect of any subsequent plan.

27. The transfer of the Assets pursuant to the Asset Sale shall not subject the Purchaser to any liability with respect to the operation of the Debtor's Business prior to the Closing Date or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of equitable subordination or successor or transferee liability.

28. The transactions contemplated by the Purchase Agreement are undertaken by the Purchaser in good faith, as that term is used in Section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided therein to consummate the Asset Sale shall not affect the validity of the Asset Sale to the Purchaser, unless such authorization is duly stayed pending such appeal. The Purchaser is a purchaser in good faith of the Assets, and is entitled to all of the protections afforded by Section 363(m) of the Bankruptcy Code.

29. The terms and provisions of the Purchase Agreement and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtor, its estate, and its creditors, the Purchaser, and its respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting a Claim against or Interest in the Assets to be sold to the Purchaser pursuant to the Purchase Agreement, notwithstanding any subsequent appointment of any trustee, responsible person, estate administrator, representative or similar person (a "Responsible Person") for or in connection with any of the Debtor's estate or

affairs in this case or in any subsequent case under the Bankruptcy Code involving the Debtor, as to which Responsible Person such terms and provisions likewise shall be binding in all respects.

30. The failure specifically to include any particular provisions of the Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement be authorized and approved in its entirety.

31. The Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtor's estate.

32. The transfer of the Assets pursuant to the Asset Sale is a transfer pursuant to Section 1146(c) of the Bankruptcy Code, and accordingly shall not be taxed under any law imposing a stamp tax or a sale, transfer, or any other similar tax.

33. As provided by Fed. R. Bankr. P. 7062, this Sale Order shall be effective and enforceable immediately upon entry.

34. The stay provisions of Fed. R. Bankr. P. 6004(g) and 6006(d) shall not apply to this Sale Order.

35. The provisions of this Sale Order are nonseverable and mutually dependent.

Dated: Wilmington, Delaware

July 10, 2000

Ko Andrew K. Williams
UNITED STATES DISTRICT JUDGE

EXHIBIT "A"

ASSET PURCHASE AGREEMENT

by and among

SYSTEM SOFTWARE ASSOCIATES, INC.

as Seller

and

GORES TECHNOLOGY GROUP

and

SSA ACQUISITION CORPORATION

as Purchaser

Dated as of May 3, 2000

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of May 3, 2000 (the "Agreement"), is made by and among SYSTEM SOFTWARE ASSOCIATES, INC., a Delaware corporation (the "Seller"), GORES TECHNOLOGY GROUP, a California corporation, but only for purposes of Article 4 hereof ("Gores") and SSA Acquisition Corporation, a Delaware corporation (the "Purchaser"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in Article 9.

WHEREAS, the Seller is engaged, on its own behalf and through its subsidiaries, in the business of developing, marketing, selling and delivering enterprise resource planning software and related services (collectively, the "Business");

WHEREAS, the Seller plans to seek relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") by filing a case (the "Chapter 11 Case") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, the Purchaser desires to purchase the assets of the Seller related to the Business and assume certain liabilities from the Seller, and the Seller desires to sell, convey, assign and transfer to the Purchaser, substantially all of the assets and properties related to the Business together with certain obligations and liabilities relating thereto, all in the manner and subject to the terms and conditions set forth herein and in accordance with Sections 105, 363 and 365 and other applicable provisions of the Bankruptcy Code; and

WHEREAS, the Acquired Assets will be sold pursuant to an order of the Bankruptcy Court approving such sale under Section 363 of the Bankruptcy Code, and such sale will include the assumption and assignment of certain executory contracts and unexpired leases and liabilities thereunder under Section 365 of the Bankruptcy Code and the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE 1. PURCHASE AND SALE OF ASSETS

SECTION 1.01 *Acquired Assets.*

(a) *Section 363 Assigned Assets.* Pursuant to Section 363 of the Bankruptcy Code and on the terms and subject to the conditions precedent set forth in this Agreement, at the Closing the Seller shall sell, assign, transfer, convey, and deliver to the Purchaser, and the Purchaser shall purchase and accept from the Seller, all of the Seller's rights, title, and interests in, to and under all of the assets, property, rights and claims of the Seller of every kind and description, wherever located, real, personal or mixed, whether tangible or intangible, owned, held or used in the conduct of the Business by the

Seller including, without limitation, as set forth in Schedule 1.01(a) (as amended by Purchaser from time to time prior to Closing) (collectively, the "Section 363 Assigned Assets"); provided that the Section 363 Assigned Assets shall not include any executory contracts or unexpired leases, which are dealt with exclusively in Section 1.01(b), nor shall they include the Excluded Assets as provided in Section 1.02.

(b) *Section 365 Assumed Rights.* Pursuant to Section 365 of the Bankruptcy Code, at the Closing the Seller shall assume and assign to the Purchaser, and the Purchaser shall accept from the Seller, all of the Seller's and the Acquired Subsidiaries' rights under and title and interest in all of Seller's executory contracts and unexpired leases listed on Schedule 1.01(b) (as amended by Purchaser from time to time prior to Closing) (collectively, the "Section 365 Assumed Rights"); provided, however, that nothing in this Section 1.01(b) shall require Seller to assume, and the Section 365 Assumed Rights shall not include, any executory contracts or unexpired leases that would cause the Cure Costs (as defined in Section 1.03) payable by Seller to exceed \$4,000,000. Any other executory contracts or leases not included as Section 365 Assumed Rights are referred to herein as the "Excluded Contracts."

(c) *Intellectual Property Rights.* The assets so transferred shall, pursuant to Sections 363 and 365 of the Bankruptcy Code, include all of Seller's rights, title and interest in, to and under all Intellectual Property, in each case owned or licensed by the Seller and used or held or held for use in the Business, including the items listed in Schedule 3.08(a).

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

SYSTEM SOFTWARE ASSOCIATES, INC.

By: [Signature]
Name: MIAN ISAACSON
Title: V.P. & General Counsel

GORES TECHNOLOGY GROUP (for purposes of Article 4 only)

By: _____
Name: _____
Title: _____

SSA ACQUISITION CORPORATION

By: _____
Name: _____
Title: _____

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

SYSTEM SOFTWARE ASSOCIATES, INC.

By: _____
Name: _____
Title: _____

GORES TECHNOLOGY GROUP (for purposes of Article 4 only)

By: DM
Name: DAVID MCGOVERN
Title: Vice President

SSA ACQUISITION CORPORATION

By: DM
Name: DAVID MCGOVERN
Title: Vice President