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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): ROSS SYSTEMS, INC. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [] No

2. Name and address of receiving party(ies) Name: WILLIAM L. YANG Internal Address: SILICON VALLEY BANK Street Address: 3343 PEACHTREE RD., NE, STE. 312 City: ATLANTA State: GA Zip: 30326 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [X] Other CALIFORNIA CHARTERED BANK 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

3. Nature of conveyance: [] Assignment [] Merger [X] Security Agreement [] Change of Name [] Other Execution Date: SEPTEMBER 24, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1746899, 1725215, 1321186, 1629873, 1848127, 1638930, 2302384, 1704600, SERIAL 75188302, SERIAL 74265582 Additional number(s) attached [] Yes [X] No

B. Trademark Registration No.(s) 1746899, 1725215, 1321186, 1629873, 1848127, 1638930, 2302384, 1704600, SERIAL 75188302, SERIAL 74265582 Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: DAWN A. THOMAS, PARALEGAL Internal Address: TROUTMAN SANDERS LLP Street Address: 1660 INTERNATIONAL DRIVE, STE. 600 City: MCLEAN State: VA Zip: 22102

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$265.00 [X] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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. TROUTMAN SANDERS LLP BY: DAWN A. THOMAS, PARALEGAL Name of Person Signing Signature Date: OCTOBER 7, 2002

Total number of pages including cover sheet, attachments, and document: 8

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

10/08/2002 DBYRNE 00000074 1746899 40.00 OP 225.00 OP

TRADEMARK REEL: 002594 FRAME: 0196

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 24th, 2002 by and between SILICON VALLEY BANK ("Bank") and ROSS SYSTEMS, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated September 24, 2002 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Trademarks and Patents listed on Schedules A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

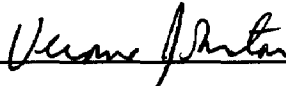
GRANTOR:

Address of Grantor:

ROSS SYSTEMS, INC.

Two Concourse Parkway, Suite 800
Atlanta, GA 30328

Attn: Verme Johnston

By: 
Title: V.P. CFO

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: STEPHAN EBERLE/William Yang

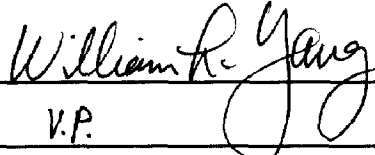
By: 
Title: V.P.

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

SEE ATTACHED

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

SEE ATTACHED

INTELLECTUAL PROPERTY REGISTRATION STATUS

TYPE	/	COUNTRY	US	CANADA	UK	EU	FRANCE	GERMANY	AUSTRALIA
PATENTS									
Worldwide license to market PRISM to the extent, if any, incorporated in PROMIX									

TRADEMARKS	US	CANADA	UK	EU	FRANCE	GERMANY	AUSTRALIA
COMMAND [®]	Registered		Withdrawn				
CROSSVIEW [®]	Registered						
DSSUTTE	Withdrawn						
GEMBASE	Withdrawn						
MAPS [®]	Registered						
PROMIX [®]	Registered		Registered				Registered
RENAISSANCE [®]	Registered	Registered	Registered				
RENAISSANCE CS [®]	Registered			Pending			
ROSS SYSTEMS [®]	Registered	Registered					
STRATEGIC APPLICATION MODELER (SAM) [®]	Registered						

COPYRIGHTS	US	CANADA	UK	EU	FRANCE	GERMANY	AUSTRALIA
GEMBASE	Registered						
USERBASE	Registered						
Renaissance Series							
RENAISSANCE GL	Registered						
RENAISSANCE AP	Registered						
RENAISSANCE PO	Registered						
Human Resources Series							
Human Resources HR	Registered						
Payroll PR	Registered						
Distribution Series							
DISTRIBUTION AR [*]	Registered						
DISTRIBUTION IC [*]	Registered						

TYPE	/	COUNTRY	US	CANADA	UK	EU	FRANCE	GERMANY	AUSTRALIA
Renaissance CS / PROMIX Series									
		RENAISSANCE CS GL	Registered						
		RENAISSANCE CS AP	Registered						
		RENAISSANCE CS AR	Registered						
		PROMIX INVENTORY CONTROL	Registered						
		PROMIX SALES ORDER PROCES	Registered						
		PROMIX PO	Registered						
		PROMIX PROCESS PLANNING	Registered						
		PROMIX PROCESS MANUFACT	Registered						
		PROMIX SALES FORECASTING	Registered						
		RENAISSANCE CS FIXED ASSET	Registered						

* Copyright assigned to Client Server Technology, Inc.

Notes:

1. Ross owns the copyrights to all software and documentation it has created, whether registered or not. Registration affects our ability to sue for infringement and obtain statutory damages and attorney' s fees. Our copyrights are protected in all countries which are members of the Berne Convention or the Universal Copyright Convention or which otherwise have agreed by treaty to protect copyrights.
2. In the US (and UK), Ross can establish its prior rights to the use of a trademark under common law even if the mark is not registered. Federal registration creates a rebuttable presumption of priority and provides certain other statutory rights. In European countries and Japan, among others, rights in trademarks are based on who registers first, regardless of prior use, since there is no common law right based on prior use.