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

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, D.C. 20503. Enclosed are the attached original documents or copy thereof.

1. Name of conveying party(ies):
MAPICS, Inc.

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

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

2. Name and address of receiving party(ies)
Name: SunTrust Bank, as Administrative Agent
Internal
Address: Attn: Brian Peters

Street Address: 303 Peachtree Street
City: Atlanta State: GA Zip: 30308

 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State - Georgia banking corp
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: February 18, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
See attached

Additional number(s) attached Yes No

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

Internal Address: King & Spalding LLP

Street Address: 191 Peachtree Street

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 14

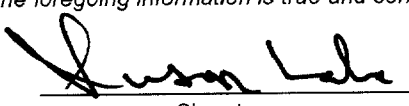
7. Total fee (37 CFR 3.41).....\$ 365.00
 expedite fee.....\$ 120.00
 Enclosed
 Authorized to be charged to deposit account

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.

Susan Lake  February 20, 2003
Name of Person Signing Signature Date

02/21/2003 JJALLAH2 00000009 1748307 Total number of pages including cover sheet, attachments, and document: 8

01 FC:8521
02 FC:8522
03 FC:8523

40.00 **OP**il documents to be recorded with required cover sheet information to:
325.00 **OP** Commissioner of Patent & Trademarks, Box Assignments
120.00 **OP** Washington, D.C. 20231

TRADEMARK
REEL: 002609 FRAME: 0271

MAPICS, INC.**Trademark and Service Mark Registrations:**

<u>Trademark/Service Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
MAPICS	1748307	January 26, 1993
Cyberwheel Design	2,270,685	August 17, 1999
MAPICS & Cyberwheel	2,380,317	August 29, 2000
EWP	2,412,640	December 12, 2000
Maincor	2,032,912	January 21, 1997
Pivotpoint	2,189,686	September 15, 1998
Pivotpoint & Design	2,159,426	May 19, 1998
Point.Man	1,993,167	August 13, 1996
Resonance	2,002,568	September 24, 1996
Thru-Put & Design	2,613,644	September 3, 2002
Thru-Put & Design (Service Mark)	2,326,161	March 7, 2000
Thru-Put & Design (Service Mark)	2,501,244	October 30, 2001
MAPICS & Triangle Design	Pending Serial No. 76/466,070	Intent-to-Use Application filed October 29, 2002
Thru-Put Technologies	2,202,430	November 10, 1998

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 18, 2003, executed by MAPICS, INC., a Georgia corporation ("Grantor"), in favor of SUNTRUST BANK, a Georgia banking corporation, as administrative agent ("Agent"), on its behalf and on behalf of the Lenders (the "Lenders") from time to time party to the Revolving Credit and Term Loan Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among MAPICS, INC., as "Borrower," (the "Borrower"), the Lenders and Agent. Capitalized terms used in this Agreement shall have the meanings set forth in the Credit Agreement unless specifically defined herein.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders and Agent have agreed to make certain financial accommodations to the Borrower;

WHEREAS, Grantor and certain Subsidiaries of Grantor have entered into a Security Agreement (the "Security Agreement"; capitalized terms used in this Agreement shall have the meanings set forth in the Security Agreement unless specifically defined herein.), pursuant to which Grantor has granted to Agent, for its benefit and for the benefit of the Lenders, a continuing security interest in, among other things, the Intellectual Property (as defined in the Security Agreement), including, without limitation, (a) all of Grantor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which Grantor now has or hereafter acquires rights and wherever located; (b) all of Grantor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which Grantor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds of any of the foregoing, as security for all of the Secured Obligations; and

WHEREAS, it is a condition precedent to the Credit Agreement that Grantor grant to Agent, for its benefit and the benefit of Lenders, a security interest in the Property (as herein defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

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“Trademark License” means any written agreement now or hereafter in existence granting to Grantor any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

“Trademarks” means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof (except in any jurisdiction in which the grant of a security interest in trademarks is prohibited and except for any intent to use applications unless or until a statement of use or amendment to assert use has been filed with the United States Patent and Trademark Office), including, without limitation, those U.S. registrations and applications for registration listed on Schedule I attached hereto, together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Secured Obligations (as such term is defined in the Security Agreement), Grantor hereby grants and conveys a security interest to Agent, for its benefit and the benefit of the Lenders, in all of its right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark now or hereafter owned by Grantor or in which Grantor now has or hereafter acquires rights (other than Trademark Licenses) and wherever located (except any jurisdiction in which the grant of a security interest in trademarks is prohibited) and the goodwill of the business of Grantor relating thereto or represented thereby, including, without limitation, each U.S. registration and application for registration of a Trademark referred to in Schedule I hereto; and

(b) each Trademark License now or hereafter held by Grantor or in which Grantor now has or hereafter acquires rights, to the extent each of the Trademark Licenses does not prohibit assignment or the granting of a security interest in the rights thereunder, and wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule I hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, includ-

ing, without limitation, any Trademark or Trademark License referred to in Schedule I hereto.

3. Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of Grantor with respect to the Property and the rights and remedies of Agent with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Security Agreement. At any time and from time to time prior to such termination, Agent may terminate its security interest in any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from Grantor, Agent shall, at the expense of Grantor, execute and deliver to Grantor documents Grantor may reasonably request (but without recourse or warranty by Agent) in order to evidence such termination.

5. If at any time before the termination of this Agreement in accordance with Section 4, Grantor shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and Grantor shall comply with the terms of the Credit Agreement and the Security Agreement with respect to such new Trademark or Trademark License. Grantor authorizes Agent to modify this Agreement by amending Schedule I to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 5.

6. Grantor further agrees that (a) neither Agent nor any Lender shall have any obligation or responsibility to protect or defend the Property and Grantor shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement and the Security Agreement, (b) Grantor shall forthwith advise Agent promptly in writing upon detection of infringements of any of the Property being used in Grantor's business and (c) if Grantor fails to comply with the requirements of the preceding clause (a), Agent or any Lender may do so in Grantor's name or in its own name, but in any case at Grantor's expense, and Grantor hereby agrees to reimburse Agent and the Lenders for all expenses incurred by such Agent or Lender, including attorneys' fees, actually incurred by Agent and the Lenders in protecting, defending and maintaining the Property.

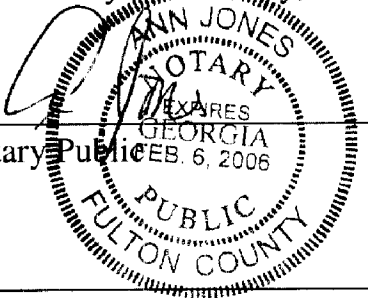
7. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN GEORGIA.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

MAPICS, INC.
a Georgia corporation

By: 
Name: Michael J. Casey
Title: Chief Financial Officer

Signed, sealed and delivered
this 18th day of February, 2003


Notary Public

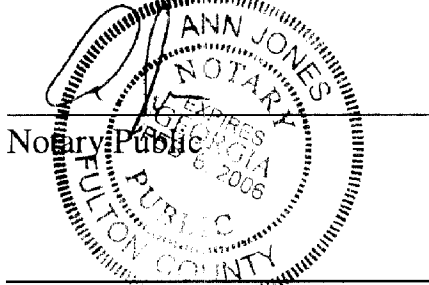
My Commission expires:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SUNTRUST BANK
a Georgia banking corporation

By: Brian K Peters
Name: Brian K Peters
Title: Managing Director

Signed, sealed and delivered
this 18th day of February, 2003



My Commission expires:

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