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05-05-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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102438125

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): SCT Financial Corporation, a Delaware corporation; [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [X] Corporation-State [ ] Other Additional name(s) of conveying party(ies) attached? [X] Yes [ ] No

2. Name and address of receiving party(ies) Name: Indus International, Inc. Internal Address: 3301 Windy Ridge Street Address: Parkway City: Atlanta State: GA Zip: 30339 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [X] Corporation-State Delaware [ ] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [X] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [X] No

3. Nature of conveyance: [X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: March 5, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) PRICENET Serial No. 76-448,565 B. Trademark Registration No.(s) EDASH Reg. No. 2,656,132 Additional number(s) attached [X] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Andrea E. Bates Internal Address: Alston & Bird 1201 W. Peachtree Street Atlanta, GA 30309 Street Address: Alston & Bird 1201 W. Peachtree Street City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved: 7. Total fee (37 CFR 3.41): \$ 440.00 [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.

Andrea Bates Name of Person Signing

[Signature] Signature

4/25/03 Date

Total number of pages including cover sheet, attachments, and document: 28

05/02/2003 LHWELLER 00008113 76448565

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

01 FC:0521 40.00 BP 02 FC:0522 400.00 BP

TRADEMARK REEL: 002724 FRAME: 0195

1. Name of conveying party(ies) (continued):

SCT Software and Resource Management Corporation, a Delaware corporation;  
Systems & Computer Technology Corporation, a Delaware corporation;  
SCT Property, Inc., a Delaware corporation;  
SCT International Limited, a limited liability corporation organized under the laws of  
England and Wales;  
SCT Technologies (Canada) Inc., a company organized and existing under the laws of the  
Province of Ontario, Canada;  
Systems & Computer Technology International B.V., a corporation organized under the  
laws of the Netherlands;  
Indus International, Inc., a Delaware corporation

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) (continued):

CRM ESSENTIALS  
Serial No. 76-397,968

B. Trademark Registration Nos.(s) (continued):

VISUAL RATE MODELER  
Reg. No. 2,411,672

CBL MANAGER  
Reg. No. 2,474,580

ENERLINK and Design  
Reg. No. 2,184,010

ENERLINK and Design  
Reg. No. 2,184,006

PROFILE MODELER  
Reg. No. 2,224,832

eNET  
Reg. No. 2,224,879

WINCALC/C  
Reg. No. 2,143,397

ENERLINK RTP MAIL  
Reg. No. 2,129,888

RTPMAIL  
Reg. No. 2,112,831

RATECOM  
Reg. No. 2,145,114

WINCALC  
Reg. No. 2,026,027

METERINK  
Reg. No. 1,894,581

ENERLINK  
Reg. No. 1,839,740

ENERLINK  
Reg. No. 1,833,747

# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement") is dated as of March 5, 2003, by SCT FINANCIAL CORPORATION, a Delaware corporation ("SCT Financial"), SCT SOFTWARE AND RESOURCE MANAGEMENT CORPORATION, a Delaware corporation ("SCT Management"), SYSTEMS & COMPUTER TECHNOLOGY CORPORATION, a Delaware corporation ("SCT"), SCT PROPERTY, INC., a Delaware corporation ("SCT Property"), SCT INTERNATIONAL LIMITED, a limited liability corporation organized under the laws of England and Wales ("SCT International"), SCT TECHNOLOGIES (CANADA) INC., a company organized and existing under the laws of the Province of Ontario, Canada ("SCT Canada"), SYSTEMS & COMPUTER TECHNOLOGY INTERNATIONAL B.V., a corporation organized under the laws of the Netherlands ("SCT Netherlands" and with SCT Financial, SCT Management, SCT, SCT Property, SCT International and SCT Canada, the "Assignors") and INDUS INTERNATIONAL, INC., a Delaware corporation ("Assignee"). Capitalized terms used and not otherwise defined herein have the meanings set forth in the Purchase Agreement (as defined herein).

## W I T N E S S E T H :

WHEREAS, the Assignors and the Assignee are party to that certain Purchase Agreement dated as of February 12, 2003, as amended by that certain Amendment No. 1 to Purchase Agreement dated as of March 5, 2003 (the "Purchase Agreement");

WHEREAS, the Purchase Agreement provides for the sale, transfer, conveyance, assignment and delivery by each Assignor to Assignee of each Assignor's right, title and interest in, to and under all of the Purchased Intangible Property and Company Intellectual Property (as defined in the Purchase Agreement);

WHEREAS, pursuant to the Purchase Agreement each Assignor desires to transfer to Assignee all copyrightable material included but not limited to those referenced on Schedule A attached hereto (collectively, the "Works"), all United States and foreign trademarks, service marks, trade dresses, trade names, including without limitation to the registrations and applications for registration therefor listed on Schedule B attached hereto, (collectively, the "Trademarks"), all domain name registrations included but not limited to those listed on Schedule C attached hereto (collectively, the "Domain Names") and all patents, patentable processes or materials, know-how, trade secrets, processes, formulas, and inventions used exclusively in the Business (collectively, the "Patents") that constitute Purchased Intangible Property and/or Company Intellectual Property, in and to the extent that Assignor has any right, title and interest in the Works, Trademarks, Domain Names and Patents; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignors and the Assignee hereby agree as follows:

## COPYRIGHTS

1. Each Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest (including copyrights, goodwill and other intellectual property rights and including any continuation, extension or renewal rights) in and to the Works, including the right to sue for past, present or future infringement or violation thereof;

2. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Works to the extent contemplated by the Purchase Agreement;

3. Each Assignor agrees that, if necessary, it will reasonably assist Assignee in acquiring and maintaining copyright protection upon, and confirming Assignee's title to, the Works, at Assignee's expense;

4. Each Assignor hereby authorizes and requests the United States Register of Copyrights and, as applicable, the corresponding officials of all foreign countries, to record Assignee as the owner of the copyrights in and to the Works and/or to issue in the name of Assignee all registrations of copyrights in and to the Works, in accordance with this Agreement;

### **TRADEMARKS**

5. Each Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, good will, title and interest in and to the Trademarks and the right to sue and recover any damages and profits and all other remedies for past and future infringements thereof;

6. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Trademarks to the extent contemplated by the Purchase Agreement;

7. The parties hereto shall reasonably cooperate with each other, at Assignee's expense, in any action required to be taken to fulfill their respective obligations hereunder, including, without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions which either party reasonably requests from time to time to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademarks;

8. Each Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Domain Names;

9. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Domain Names to the extent contemplated by the Purchase Agreement;

10. The parties hereto shall reasonably cooperate with each other, at Assignee's expense, in any action required to be taken to fulfill their respective obligations hereunder, including, without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions which either party reasonably requests from time to time to effectuate the purposes and intent of the transaction provided for herein and

otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademarks;

## PATENTS

11. Each Assignor hereby sells, assigns and transfers to Assignee all of such Assignor's right, title and interest in and to the Patents, the inventions disclosed therein and all reissues, reexaminations, and extensions thereof, all said rights to be held and enjoyed by the Assignee for its own use and for the use of its successors, assigns, or other legal representatives, to the full end of the term for which the Patents have been or will be granted, reexamined, extended or reissued, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Agreement and sale had not been made, and each Assignor hereby assigns any and all claims and causes for action for infringement of such Patents which have accrued up to and including the date of this Agreement, including all rights to recover damages and injunctive relief in respect to such infringement;

12. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Patents to the extent contemplated by the Purchase Agreement;

13. Each Assignor authorizes and empowers Assignee, its successors, assigns, or nominees, to make application for patent or other form of protection for the Patents in Assignee's own name, in any and all countries and to invoke and claim for any application for patent or other form of protection for the Patents filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from such Assignor;

14. Each Assignor agrees that such Assignor will, without demanding any further consideration therefor, at the request and the expense of Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become reasonably necessary for obtaining, sustaining, reexamining or reissuing the Patents, and for maintaining and perfecting Assignee's rights to the Patents;

15. Each Assignor agrees that such Assignor will communicate to Assignee or its representatives any facts known to such Assignor respecting the Patents and, when requested by Assignee and at its expense, will reasonably aid Assignee, its successors, assigns, and legal representatives or nominees, to obtain or enforce proper protection for the Patents in any and all countries;

16. Each Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose and, more particularly, in proof of the right of said corporation or its successors, assigns, or nominees to apply for patent or other proper protection for the Patents, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it;

## GENERAL

17. Each Assignor hereby sells, assigns and transfers to Assignee all of Assignor's other rights, title, interest and Intellectual Property (as defined in the Purchase Agreement) rights whatsoever throughout the world in and to the Purchased Intangible Property and all other Company Intellectual Property together with the good will of the business symbolized thereby including but not limited to the Works, Trademarks, Patents and Domain Names on the schedules attached hereto.

18. This Agreement is intended to evidence the consummation of the sale and assignment by the Assignors and the receipt and assumption by the Assignee of the Purchased Intangible Property and Company Intellectual Property as contemplated by the Purchase Agreement. Each of the Assignors and the Assignee by their execution of this Agreement each hereby acknowledge and agree that neither the representations and warranties nor the rights and remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Agreement. Any inconsistencies or ambiguities between this Agreement and the Purchase Agreement shall be resolved in favor of the Purchase Agreement.

19. This Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

20. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. If any term, provision or part of this Agreement is to any extent held void, unenforceable or invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be impaired or affected thereby and each term, provision or part shall remain in full force and effect.

21. This Agreement and the Purchase Agreement supersede all prior discussions and agreements between the parties and their respective Affiliates with respect to the subject matter hereof and thereof and contain the sole and entire agreement between the parties hereto with respect to the subject matter hereof and thereof. This Agreement may not be modified unless said modification appears in writing and is signed by Assignors and Assignee.

22. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any signature page delivered by a fax machine shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requires it.



IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Assignment Agreement as of the date set forth above.

SCT FINANCIAL CORPORATION

By: *Eric Haskell*

Name: ERIC HASKELL

Title: SENIOR VICE PRESIDENT AND  
TREASURER

SCT PROPERTY, INC.

By: *Eric Haskell*

Name: ERIC HASKELL

Title: SENIOR VICE PRESIDENT  
AND TREASURER

SCT INTERNATIONAL LIMITED

By: *Eric Haskell*

Name: ERIC HASKELL

Title: DIRECTOR

SCT TECHNOLOGIES (CANADA) INC.

By: *Eric Haskell*

Name: ERIC HASKELL

Title: SENIOR VICE PRESIDENT AND  
TREASURER

SYSTEMS & COMPUTER

TECHNOLOGY INTERNATIONAL B.V.

By: *Eric Haskell*

Name: ERIC HASKELL

Title: MANAGING DIRECTOR

SYSTEMS & COMPUTER

TECHNOLOGY CORPORATION

By: *Eric Haskell*

Name: ERIC HASKELL

Title: EXECUTIVE VICE PRESIDENT,  
CHIEF FINANCIAL OFFICER,  
AND TREASURER

SCT SOFTWARE AND MANAGEMENT  
CORPORATION

By: *Eric Haskell*

Name: ERIC HASKELL

Title: SENIOR VICE PRESIDENT AND  
TREASURER

INDUS INTERNATIONAL, INC.

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

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

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

SCT SOFTWARE AND MANAGEMENT  
CORPORATION

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

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

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

INDUS INTERNATIONAL, INC.

By:           *J. Babka*          

Name:           JEFFREY A. BABKA          

Title:           EVP & CFO

## SCHEDULE A

### COPYRIGHTS

Digital Systems Division of Computerecords Presents-The React System Report Descriptions and Sample Reports

REGISTRATION NUMBER: A744606

RECAP system computer source programs : v. 1-11.

REGISTRATION NUMBER: TXu65327

RECAP system file layout descriptions.

REGISTRATION NUMBER: TXu65326

React system computer source programs: v. 1[-9]

REGISTRATION NUMBER: TXu60591

REACT system user manuals: v. 1[-7]

REGISTRATION NUMBER: TXu64021

TASC system computer source programs: v. 1-4.

REGISTRATION NUMBER: TXu94914

Banner CIS System

Reg. No.: TXu565283

### **COPYRIGHTS TO THE COMPANY SOFTWARE**

CRM Essentials
SCT Customer Management Solution (fka Banner Customer Management System)
Banner Advantage CIS (fka, Banner Customer Information System, Banner CIS)
iContact (fka Banner Customer Contact System, Banner CCS)
Electronic Work Queue (fka Banner EWQ, Banner Electronic Work Queue)
iTarget (fka Banner Target+)
Customer Web Access (fka Banner Customer Web Access, Banner CWA)
eDash (fka eDash - Portal)
iIntelligence (fka eDash - Data Marts, Reports)
EnerLink BillGen (aka BillGen)
EnerLink CS
EnerLink.net
Visual Rate Modeler
Interval Data Toolkit
PriceGen

GV: #235142 v1 (51FQ01!.DOC) 105809-68

MeterLink
Gas Pooling
WinCalc
EnerLink Basic
RTP Mail
RTP Sender
RTP Mail Module
RateCom
Profile Modeler
Profile Creator
CBL Manager
CBL Manager Batch
Argus (Sentinel)
CRMS (Load Curtailment Head End)
MLM Analysis Tool
PriceGen/PriceSender
ENET
Enerlink Rate Design System
Vantera
Banner Fuels Management System (aka Banner FMS)
Banner Work Management System (aka Banner WMS)
Banner Materials Management System (aka Banner MMS)
Synchronization Solutions (aka Synchro)
Banner Customer EnergyLink (aka EnergyLink, Elink)
ECSR
General Services Layer
REACT PLUS CIS
REACT I-V
RECAP
REACT CIS
REACT PLUS
REACT- used to track inventory
Rate Tariff Modeler
Load Profile Creator
Intellireader
iSchedule (early stages of development)
ELBMA
ELBMA API
Manual Price Transmissions
Enerlink Account Executive
Enerlink RTP Add On Software

**SCHEDULE B**  
**TRADEMARKS**

PRICENET  
SERIAL NO.: 76-448,565  
COUNTRY: United States

CRM ESSENTIALS  
SERIAL NO.: 76-397,968  
COUNTRY: United States

EDASH  
REG. NO.: 2,656,132  
COUNTRY: United States

VISUAL RATE MODELER  
REG. NO.: 2,411,672  
COUNTRY: United States

CBL MANAGER  
REG. NO.: 2,474,580  
COUNTRY: United States

ENERLINK and Design  
REG. NO.: 2,184,010  
COUNTRY: United States

ENERLINK and Design  
REG. NO.: 2,184,006  
COUNTRY: United States

PROFILE MODELER  
REG. NO.: 2,224,832  
COUNTRY: United States

eNET  
REG. NO.: 2,224,879  
COUNTRY: United States

GV: #235142 v1 (51FQ01!.DOC) 105809-68

WINCALC/C  
REG. NO.: 2,143,397  
COUNTRY: United States

ENERLINK RTP MAIL  
REG. NO.: 2,129,888  
COUNTRY: United States

RTPMAIL  
REG. NO.: 2,112,831  
COUNTRY: United States

RATECOM  
REG. NO.: 2,145,114  
COUNTRY: United States

WINCALC  
REG. NO.: 2,026,027  
COUNTRY: United States

METERLINK  
REG. NO.: 1,894,581  
COUNTRY: United States

METERLINK  
REG. NO.: 796715  
COUNTRY: Canada

ENERLINK  
REG. NO.: 1,839,740  
COUNTRY: United States

ENERLINK  
REG. NO.: 1,833,747  
COUNTRY: United States

ENERLINK  
REG. NO.: 740083  
COUNTRY: Australia

GV: #235142 v1 (51FQ01!.DOC) 105809-68

ENERLINK  
REG. NO.: 16404  
COUNTRY: Bolivia

ENERLINK  
REG. NO.: 820265519  
COUNTRY: Brazil

ENERLINK  
REG. NO.: 28,392  
COUNTRY: Brunei Darussalam

ENERLINK  
REG. NO.: 796717  
COUNTRY: Canada

ENERLINK  
REG. NO.: 796716  
COUNTRY: Canada

ENERLINK  
REG. NO.: 394818  
COUNTRY: Chile

ENERLINK  
REG. NO.: D97-20828  
COUNTRY: Indonesia

ENERLINK  
REG. NO.: 9-173285  
COUNTRY: Japan

ENERLINK  
REG. NO.: 97-44117  
COUNTRY: Korea, Republic of

ENERLINK  
REG. NO.: 310532  
COUNTRY: Mexico

GV: #235142 v1 (51FQ01!.DOC) 105809-68



ENERLINK  
REG. NO.: 282411  
COUNTRY: New Zealand

ENERLINK  
REG. NO.: 21781-97  
COUNTRY: Paraguay

ENERLINK  
REG. NO.: 050650  
COUNTRY: Peru

ENERLINK  
REG. NO.: 126727  
COUNTRY: Philippines

ENERLINK  
REG. NO.: 9029/97  
COUNTRY: Singapore

ENERLINK  
REG. NO.: 86052431  
COUNTRY: Taiwan

ENERLINK  
REG. NO.: 352827  
COUNTRY: Thailand

ENERLINK  
Reg. No. 1253902  
COUNTRY: China (PRC) (registered in name of SAIC)

ENERLINK  
Reg. No. 248593  
Country: Colombia (registered in name of SAIC)

ENERLINK  
Reg. No. 400853  
Country: Community Trade Mark (EU)

GV: #235142 v1 (51FQ01!.DOC) 105809-68

ENERLINK  
Reg. No. 298334  
Country: Uruguay

Unregistered or Abandoned Trademarks and Trade Names:

SinglePoint Solutions  
ENERLINK COMPLIANT  
eNET  
ENERLINK COMPLIANT and DESIGN  
Synchro  
CRM Essentials  
iIntelligence (fka eDash – Data Marts, Reports)  
EnerLink BillGen (aka BillGen)  
EnerLink CS  
EnerLink.net  
Visual Rate Modeler  
Interval Data Toolkit  
PriceGen  
MeterLink  
Gas Pooling  
EnerLink Basic  
Profile Modeler  
Profile Creator  
CBL Manager Batch  
CRMS (Load Curtailment Head End)  
MLM Analysis Tool  
PriceGen/PriceSender  
Enerlink Rate Design System  
Synchronization Solutions (aka synchro)  
Enerlink PriceGen  
eCSR  
General Services Layer  
RECAP  
IN/OUT  
REACT  
STATS- System to Automate Telephone Support  
iContact  
Electronic Work Queue

GV: #235142 v1 (51FQ011.DOC) 105809-68

iTarget  
Customer Web Access  
Argus (Sentinel)  
Advantage CIS  
iSchedule  
Customer Management Solution  
Fuels Management System  
Work Management System  
Materials Management system  
Customer EnergyLink  
ELink  
Intellireader  
Vantera  
Profile Modeler  
Profile Creator  
Rate Tariff Modeling  
Enerlink Account Executive  
Enerlink RTP Add On Software

GV: #235142 v1 (51FQ01!.DOC) 105809-68

**SCHEDULE C**

DOMAIN NAMES

Schedule B is incorporated herein by this reference

GV: #235142 v1 (51FQ01!.DOC) 105809-68

SCT FINANCIAL CORPORATION

By: Eric Haskell

Name: ERIC HASKELL

Title: SENIOR VICE PRESIDENT AND  
TREASURER

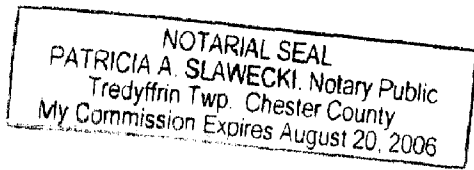
STATE OF Pennsylvania  
COUNTY OF Chester

§  
§  
§

On this 27<sup>th</sup> day of Feb., 2003, before me, a Notary Public in and for the State and County aforesaid, personally appeared Eric Haskell, known by me to be the person of the above name and an officer of **SCT FINANCIAL CORPORATION**, duly authorized to execute this Trademark Assignment on behalf of **SCT FINANCIAL CORPORATION**, who signed and executed the foregoing instrument on behalf of **SCT FINANCIAL CORPORATION**.

Patricia A. Slaweki  
Notary Public

My Commission Expires: 8/20/2006











SYSTEMS & COMPUTER TECHNOLOGY CORPORATION

By: Eric Haskell

Name: ERIC HASKELL

Title: EXECUTIVE VICE PRESIDENT,  
TREASURER AND CHIEF FINANCIAL  
OFFICER

STATE OF Pennsylvania  
COUNTY OF Chester

§  
§  
§

On this 27<sup>th</sup> day of Feb, 2003 before me, a Notary Public in and for the State and County aforesaid, personally appeared Eric Haskell, known by me to be the person of the above name and an officer of **SYSTEMS & COMPUTER TECHNOLOGY CORPORATION**, duly authorized to execute this Trademark Assignment on behalf of **SYSTEMS & COMPUTER TECHNOLOGY CORPORATION**, who signed and executed the foregoing instrument on behalf of **SYSTEMS & COMPUTER TECHNOLOGY CORPORATION**.

Patricia A. Slawewski  
Notary Public

My Commission Expires: 8/20/2006

NOTARIAL SEAL  
PATRICIA A. SLAWECKI, Notary Public  
Tredyffrin Twp., Chester County  
My Commission Expires August 20, 2006

SCT SOFTWARE & RESOURCE  
MANAGEMENT CORPORATION

By: Eric Haskell

Name: ERIC HASKELL

Title: SENIOR VICE PRESIDENT AND  
TREASURER

STATE OF Pennsylvania §

COUNTY OF Chester §

On this 27<sup>th</sup> day of Feb., 2003 before me, a Notary Public in and for the State and County aforesaid, personally appeared Eric Haskell, known by me to be the person of the above name and an officer of **SCT SOFTWARE & RESOURCE MANAGEMENT CORPORATION**, duly authorized to execute this Trademark Assignment on behalf of **SCT SOFTWARE & RESOURCE MANAGEMENT CORPORATION**, who signed and executed the foregoing instrument on behalf of **SCT SOFTWARE & RESOURCE MANAGEMENT CORPORATION**.

Patricia A. Slaweki  
Notary Public

My Commission Expires: 8/20/2006

NOTARIAL SEAL  
PATRICIA A. SLAWECKI, Notary Public  
Tredyffrin Twp., Chester County  
My Commission Expires August 20, 2006



INDUS INTERNATIONAL, INC.

By: [Signature]  
Name: JEFFREY A. BABKA  
Title: VIP & CFO

STATE OF Georgia §  
COUNTY OF Cobb §

On this 28th day of February, 2003 before me, a Notary Public in and for the State and County aforesaid, personally appeared Jeffrey A. Babka known by me to be the person of the above name and an officer of **INDUS INTERNATIONAL, INC.**, duly authorized to execute this Trademark Assignment on behalf of **INDUS INTERNATIONAL, INC.**, who signed and executed the foregoing instrument on behalf of **INDUS INTERNATIONAL, INC.**

[Signature]  
Notary Public

My Commission Expires: **NOTARY PUBLIC, COBB COUNTY, GEORGIA**  
~~MY COMMISSION EXPIRES ON OCTOBER 18, 2004~~