

07-11-2003



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Form PTO-1594 (Rev. 03/01) 6-30-03 OMB No. 0651-0027 (exp. 5/31/2002)

REC 1

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

Tab settings

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

1. Name of conveying party(ies): AGILISYS INTERNATIONAL LIMITED
Individual(s) Association General Partnership Limited Partnership Corporation-State Other CAYMAN ISLAND
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: WELLS FARGO Foothill, INC
Internal Address: SUITE 3000 WEST
Street Address: 2450 COLORADO AVENUE
City: SANTA MONICA State: CA Zip: 90404
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State CALIFORNIA Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger Security Agreement Change of Name Other
Execution Date: 6/19/03

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) SEE ATTACHED
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: TONYA CHAPPLE
Internal Address: C/O CSC
Street Address: 80 STATE STREET
City: ALBANY State: NY Zip: 12207

6. Total number of applications and registrations involved: 103
7. Total fee (37 CFR 3.41) \$ 265.00
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.
TONYA CHAPPLE Name of Person Signing
Signature Date 6/26/03
Total number of pages including cover sheet, attachments, and document: 20

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

TRADEMARK REEL: 002775 FRAME: 0678

07/10/2003 LMUELLER 00000128 2398267 40.00 225.00 01 FC:4521 02 FC:4522

SCHEDULE A

Trademarks

AGILISYS INTERNATIONAL LIMITED

None

AGILISYS, INC.

None

ASI HOLDINGS C.V.

None

ASI LIMITED

Mark	Jurisdiction	Reg or App No.
A.COMMERCE	Germany	300181841
E.BRAIN	Germany	300181574
BRAIN	Germany	2071040
BIW	Germany	398069883
BIW	Germany	398069875
SMART USER INTERFACE	Germany	396340377
The following are owned by ASI Limited in its capacity of general partner of ASI Holdings C.V.:		
Manufacturing & Distribution Systems		Unregistered
Global Manufacturing & Distribution Solutions		Unregistered
MDS		Unregistered
GMDS		Unregistered
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ADAGE		Unregistered
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iOrder.[sct]		Unregistered
iAssist.[sct]		Unregistered
iWireless.[sct]		Unregistered
Customer Portal		Unregistered
Demand Planning		Unregistered
Demand Scheduling		Unregistered
Advanced Planning		Unregistered
Advanced Scheduling		Unregistered

BRAIN NORTH AMERICA, INC.

Trademarks and Trade Names

Mark	Jurisdiction	App. or Reg. No.
INTERHOT	US	2396267
SUPPLYWEB	US	2209592
SUPPLYWEB ENTERPRISE	US	76/179,841

TRANS4M	US	1749901
E-AUTOMOTIVE	US	76/048722 (appl. suspended)
E-AUTOMOTIVE	Brazil	82338872
E-AUTOMOTIVE	Mexico	452393
E-AUTOMOTIVE	Argentina	2,313,705 (appl. suspended)
ACMANAGER	US	76/179,475 (appl. suspended)

FUTURE THREE SOFTWARE, INC.

Mark	Jurisdiction	App. or Reg. No.
AUTORELEASE	US	2,513,375
ECLIPZ	US	76/165,159
SYNAPZ	US	76/101,643
VENDORRELEASE	US	2,513,374
AUTOSCAN		Unregistered
ENCOMPASS		Unregistered
F3 FUTURE THREE (logo)		Unregistered
F3 USER GROUP		Unregistered
F3 (logo)		Unregistered

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of June 19, 2003 is made by **AGILISYS INTERNATIONAL LIMITED**, a company incorporated under the laws of the Cayman Islands ("Parent"), **ASI LIMITED**, a company organized under the laws of the Cayman Islands ("Cayman Borrower"), acting in their capacities as managing partners of **ASI HOLDINGS C.V.**, a limited partnership organized under the laws of The Netherlands ("Dutch Borrower"; together with each of Parent and Cayman Borrower, individually and collectively, jointly and severally, being referred to as "Term Loan Borrower"), **AGILISYS, INC.**, a Delaware corporation ("Agilisys"), **BRAIN NORTH AMERICA, INC.**, a Michigan corporation ("Brain"), **FUTURE THREE SOFTWARE, INC.**, a Michigan corporation ("F3"; together with each of Agilisys and Brain, individually and collectively, jointly and severally, being referred to as "Revolver Borrower", and together with Term Loan Borrower, individually and collectively, being referred to as "Borrowers") in favor of **WELLS FARGO FOOTHILL, INC.**, a California corporation ("Lender"), with reference to the following:

A. WHEREAS Lender and Borrowers have entered into that certain Loan and Security Agreement, dated as of June 19, 2003 (as the same may be amended, amended and restated, supplemented or modified from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to make certain financial accommodations to Borrowers and Borrowers have granted to Lender a security interest in (among other things) all of their general intangibles;

B. WHEREAS, Agilisys, Brain, and F3 ("Guarantors"; together with Borrowers, individually and collectively, jointly and severally, being referred to as "Debtors"), concurrently herewith, are executing those certain General Continuing Guaranties, of even date herewith, in favor of Lender (the "Guaranties"), pursuant to which Guarantors have agreed to guaranty the obligations of Term Loan Borrower under the Loan Agreement and other Loan Documents;

C. WHEREAS, under the Loan Agreement, Guarantors have granted to Lender a security interest in, among other things, all or substantially all of their general intangibles to secure their obligations under the Guaranties and other Loan Documents; and

D. WHEREAS, pursuant to the Loan Documents and as one of the conditions precedent to the obligations of Lender under the Loan Agreement, Debtors have agreed to execute and deliver this Agreement to Lender for filing with the PTO and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Lender's existing security interests in the trademarks and other general intangibles described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtors hereby agree in favor of Lender, on behalf of itself and the Bank Product Providers, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Agreement" has the meaning ascribed to such term in the preamble of this Agreement.

"Borrowers" has the meaning ascribed to such term in the preamble of this Agreement.

"Debtors" has the meaning ascribed to such term in the recitals of this Agreement.

"Event of Default" means any Event of Default under the Loan Agreement.

"Guarantors" has the meaning ascribed to such term in the recitals of this Agreement.

"Guaranties" has the meaning ascribed to such term in the recitals of this Agreement.

"Lender" has the meaning ascribed to such term in the preamble of this Agreement.

"Lien" means any interest in property securing an obligation owed to, or a claim by, any Person other than the owner of the property, whether such interest shall be based on the common law, statute, or contract, whether such interest shall be recorded or perfected, and whether such interest shall be contingent upon the occurrence of some future event or events or the existence of some future circumstance or circumstances.

"Loan Agreement" has the meaning ascribed to such term in the recitals of this Agreement.

"Parent" has the meaning ascribed to such term in the preamble of this Agreement.

"Person" means and includes natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof.

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as such term is defined in the UCC, and all proceeds of proceeds. Proceeds includes (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtors, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtors from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtors from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark

Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Revolver Borrower” has the meaning ascribed to such term in the preamble to this Agreement.

“Secured Obligations” means all liabilities, obligations, or undertakings owing by Debtors of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, the Guaranties, the Security Agreements, this Agreement, or any of the other Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest (including any and all interest which, but for the application of the provisions of the Bankruptcy Code, would have accrued on such amounts) and any and all costs, fees (including attorneys fees), and expenses which Debtors are required to pay pursuant to any of the foregoing, by law, or otherwise.

“Term Loan Borrower” has the meaning ascribed to such term in the preamble of this Agreement.

“Trademark Collateral” has the meaning ascribed to such term in Section 2.

“Trademarks” has the meaning ascribed to such term in Section 2.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of California.

“United States” and “U.S.” each means the United States of America, including all territories thereof and all protectorates thereof.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not

merely to the specific section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement.

2. Security Interest

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, Debtors hereby grant and convey to Lender, for the benefit of itself and the Bank Product Providers, a continuing security interest in all of Debtors' right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtors, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same,

to sue or bring opposition or cancellation proceedings in Debtors' names or in the name of Lender or in the name of Lender for the benefit of itself and the Bank Product Providers for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks"), subject to the rights of Debtors' purchasers or distributors, in the ordinary course of business, of products bearing, or services rendered in connection with, the Trademarks;

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Debtors' business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in this definition, the term "Trademark Collateral" shall not include any rights or interest in any contract or license if under the terms of such contract or license, or applicable law with respect thereto, the valid grant of a security interest to Lender is prohibited as a matter of law or under the terms of such contract or license; provided however, that the foregoing exclusion (a) shall not limit, impair, or otherwise affect Lender's continuing security interests in and liens upon any rights or interests of any Debtor in or to monies due or to become due under any described contract or license (including any Accounts), (b) shall not limit, impair, or otherwise affect Lender's continuing security interests in and liens upon any rights or interests of any Debtor in and to any proceeds from the sale, license, lease, or other dispositions of any such contract or license, and (c) shall not include any intent-to-use trademark or service mark applications at such time as the same include an amendment to allege use or statement of use.

(b) Continuing Security Interest. Debtors hereby agree that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 19.

(c) Supplement to Loan Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Loan Agreement, each and every term and provision of which is hereby incorporated herein by this reference. Debtors agree and acknowledge that nothing in this Agreement is intended as a substitute for or replacement of any term or provision of the Loan Agreement. Lender asserts that this Agreement is unnecessary to grant Lenders a security interest in any right, title or interest of Debtors in any of the Trademark Collateral because all of the Trademark Collateral is already subject to Lender's security interest pursuant to the Loan Agreement. This Agreement is incorporated by reference into the Loan Agreement.

(d) Licenses. Anything in the Loan Agreement or this Agreement to the contrary notwithstanding, Debtors may grant non-exclusive licenses of the

Trademark Collateral (subject to the security interest of Lender therein) in the ordinary course of business consistent with past practice. Further, nothing in this Agreement, including any remedy available to Lender after the occurrence of an Event of Default, shall interfere, extinguish, or limit the rights of purchasers or distributors of products bearing or services rendered in connection with the Trademarks in the ordinary course of business from the benefit of said purchased or distributed products or services.

3. Further Assurances; Appointment of Lender as Attorney-in-Fact.

Debtors at their expense shall execute and deliver, or cause to be executed and delivered, to Lender any and all documents and instruments, in form and substance reasonably satisfactory to Lender, and take any and all action, which Lender, in the exercise of its discretion, may reasonably request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in the Trademark Collateral held by Lender for the benefit of itself and the Bank Product Providers and to accomplish the purposes of this Agreement. If upon Lender's reasonable request, Debtors refuse to execute and deliver, or fail timely to execute and deliver, any of the documents they are requested to execute and deliver by Lender in accordance with the foregoing, Lender shall have the right to, in the name of Debtors, or in the name of Lender or otherwise, without assent by Debtors, but with 5 days written notice to Debtors, and Debtors hereby irrevocably constitute and appoint Lender (and any of Lender's officers or employees or Lenders designated by Lender) as Debtors' true and lawful attorney-in-fact with full power and authority, (i) to sign the names of Debtors on all or any of such documents or instruments, and perform all other acts, that Lender in the exercise of its discretion deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in, the Trademark Collateral held by Lender for the benefit of itself and the Bank Product Providers, and (ii) after the occurrence and during the continuance of any Event of Default, (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) to assert or retain any rights under any license agreement for any of the Trademark Collateral, including any rights of Debtors arising under Section 365(n) of the Bankruptcy Code, and (C) to execute any and all applications, documents, papers and instruments for Lender to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18; provided that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally repaid and performed and Lender's obligation to extend credit under the Loan Agreement is terminated. The power of attorney hereby granted is granted irrevocably and for value as part of the security constituted hereby to secure proprietary interests of and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Law (1996 Revision) of the Cayman Islands and the Parent hereby acknowledges the same. Notwithstanding any other provision to the contrary in this Agreement, Lender shall have no right to prosecute or enforce any trademark application, registration or common law right except upon the occurrence and during the continuance of an Event of Default.

4. Representations and Warranties. Debtors represent and warrant to Lender as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of Debtors' existing material Trademarks.

(b) Trademarks Subsisting. Each of Debtors' material Trademarks listed in Schedule A is subsisting (unless otherwise noted in Schedule A) and has not been adjudged invalid or unenforceable, in whole or in part and to the Debtors' knowledge each of the Trademarks set forth on Schedule A is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation.

(i) Debtors have rights in and good and defensible title to the Trademark Collateral, are the sole and exclusive owners of the Trademark Collateral, free and clear of any Liens and rights of others, and no other Person has any rights in or to any of the Trademark Collateral, in each case other than: (A) the security interest created hereunder; (B) Permitted Liens; (C) registered user agreements, covenants by Debtors not to sue third persons, or concurrent use agreements that, in the exercise of Debtors' business judgment, have been effected with respect to the Trademark Collateral; (D) rights of purchasers or distributors of products bearing or services rendered in connection with the Trademarks in the ordinary course of business; (E) with respect to any Trademarks for which Debtors are either a licensor or a licensee, rights of the parties to such licenses or licensing agreement; and (F) with respect to any Trademarks for which Debtors are either a licensor or a licensee under a non-exclusive license or license agreement, the rights of parties to any other non-exclusive license or license agreement entered into by Debtors or any such licensor with any other Person.

(ii) With respect to any Trademarks for which Debtors are either a licensor or a licensee pursuant to a material license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect and Debtors are not in material default of any of their respective obligations thereunder.

(d) No Infringement. To the knowledge of the Debtors, the past, present, and contemplated future use of the Trademark Collateral by Debtors has not, does not and will not infringe upon (other than an infringement that is immaterial) or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such right, privilege, or license arrangement.

(e) Powers. Debtors have the unqualified right, power and authority to pledge and to grant to Lender security interests in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, Debtors agree: (i) that they will comply in all material respects with all of the covenants, terms and provisions of this Agreement; (ii) that they will promptly give Lender written notice of the occurrence of any event that, based on the exercise of Debtors' reasonable business judgment, could be expected to have a material adverse effect on any of the material Trademarks and the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which a Debtor is a licensee; and (iii) Debtors shall take appropriate actions to prevent the unauthorized use or infringement of the Trademarks or to defend Debtors' rights in the Trademarks that, in the exercise of Debtors' reasonable business judgment, are considered advisable based on business conditions at the time a decision with respect to such action is made. The foregoing shall not be construed to limit Debtors' right to license, or enter into concurrent use agreements with respect to, the Trademarks or the Trademark Collateral to resolve disputes with respect to actions taken to enforce or defend Debtors' rights in the Trademarks that, in the exercise of Debtors' reasonable business judgment, are desirable based on business conditions at the time such a decision is made.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Lender shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Debtors shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto. Upon Lender's reasonable request, Debtors shall provide an updated Schedule A to reflect changes in the portfolio of registrations or applications for registrations for trademarks which have resulted from the exercise of Debtors' business judgment. Nothing in this Agreement shall require Debtors to file or maintain any trademark registrations or applications or take any enforcement or defensive action with respect to the Trademarks or Trademark Collateral that, in the Debtors' reasonable business judgment, is not warranted based on business conditions at the time such a decision is made or to limit Debtors' right to license, or enter into concurrent use agreements with respect to, the Trademarks or the Trademark Collateral to resolve disputes with respect to the Trademarks that Debtors, in the exercise of their reasonable business judgment, deem desirable based on business conditions at the time such a decision is made. If, upon written request therefor from Lender to Debtors to do so, Debtors fail promptly to modify, amend, or supplement Schedule A hereto and to re-execute this Agreement from time to time to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedule A to be filed with the PTO, then Debtors hereby authorize Lender to modify, amend or supplement Schedule A hereto and to re-execute this Agreement from time to time on Debtors' behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedule A to be filed with the PTO.

7. Duties of Lender. Notwithstanding any provision contained in this Agreement, Lender shall not have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtors or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Lender hereunder or in connection herewith, Lender shall not have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Loan Agreement shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Lender shall have all rights and remedies available to it under the Loan Agreement and the other Loan Documents and applicable law (which rights and remedies are cumulative) with respect to its security interests in any of the Trademark Collateral, subject to any third party rights identified in this Agreement. Debtors agree that such rights and remedies include the right of Lender as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the UCC. Debtors agree that Lender shall at all times have such royalty free licenses, to the extent permitted by law and the Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Lender's rights or remedies upon or after the occurrence and during the continuance of an Event of Default with respect to (among other things) any tangible asset of Debtors in which Lender has a security interest for the benefit of itself and the Bank Product Providers, including Lender's rights to sell inventory, tooling or packaging which is acquired by Debtors (or its successors, permitted assignees, or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, and upon the expiration of any cure period provided for in the Loan Agreement, Lender shall have the right but shall in no way be obligated to bring suit, or to take such other action as Lender, in the exercise of its discretion, deems necessary, in the name of Debtors or Lender, to enforce or protect any Trademark Collateral, and any license thereunder, in which event Debtors shall, at the request of Lender, do any and all lawful and necessary or expedient acts and execute any and all documents required by Lender necessary to such enforcement. To the extent that Lender shall elect not to bring suit to enforce any Trademark Collateral, Debtors, in the exercise of their reasonable business judgment, agree, at any time that Debtors have rights in such Trademark Collateral, to use all reasonable measures and diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agree diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtors and Lender for the benefit of itself and the Bank Product Providers and their respective successors and assigns.

11. Notices. All notices and other communications hereunder to Lender shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement and all notices and other communications hereunder to Debtors shall be in writing and shall be mailed, sent or delivered to Debtors, c/o Term Loan Borrower or Revolving Borrower, as applicable, in accordance with the Loan Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder in respect of any Trademark Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive Lender of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules and Exhibits hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. The foregoing notwithstanding, Lender may re-execute this Agreement or modify, amend or supplement the Schedules hereto, as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

16. Security Agreement. Debtors acknowledge that the rights and remedies of Lender with respect to the security interests in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Debtors acknowledge that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtors agree that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. Lender and Debtors agree that, to the extent of any conflict between the provisions of this Agreement and the Loan Agreement, the provisions of the Loan Agreement shall govern; provided, however, that the inclusion herein of additional obligations on the part of Debtors and supplemental rights and remedies in favor of Lender for the benefit of itself and the Bank Product Providers (whether under California law or applicable federal law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Loan Agreement.

18. Release of Lien. When the Loan Agreement has been terminated and all of the Secured Obligations have been paid in full and Lender's obligations to provide additional credit under the Loan Documents have been terminated irrevocably, Lender will, at Debtors' sole expense, execute and deliver any termination statements, lien releases, re-assignments of trademarks, discharges of security interests, and other similar discharge or release documents (and, if applicable, in recordable form) as are reasonably necessary to release, as of record, the Lender's Liens on the Trademarks and all notices of security interests and liens previously filed by Lender with respect to the Secured Obligations.

19. Termination. Upon the payment and performance in full in cash of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Lender shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtors, at Debtors' expense, as shall be necessary to evidence termination of the security interest granted by Debtors to Lender for the benefit of itself and the Bank Product Providers hereunder, including the cancellation of this Agreement by written notice from Lender to the PTO.

[Signature pages follow.]

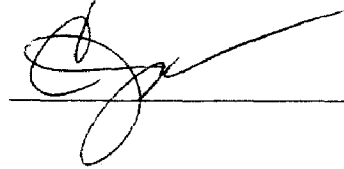
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

EXECUTED as a DEED by:)
AGILISYS INTERNATIONAL LIMITED,)
a company organized under the laws of)
the Cayman Islands)

in the presence of:)

Joan Chambers

Witness:
Name: *Joan Chambers*
Address: *7845 St. Marko CC Hwy.
Duluth, GA 30097*

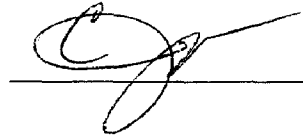


EXECUTED as a DEED by:)
ASI LIMITED,)
a company organized under the laws of)
the Cayman Islands)

in the presence of:)

Joan Chambers

Witness:
Name: *Joan Chambers*
Address: *7845 St. Marko CC Hwy.
Duluth, GA 30097*

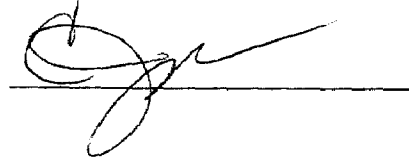


ASI HOLDINGS C.V.,
a limited partnership formed under the laws of The Netherlands

EXECUTED as a DEED by:)
AGILISYS INTERNATIONAL LIMITED,)
a company organized under the laws of)
the Cayman Islands,)
in its capacity as general partner of)
ASI Holdings C.V.)

in the presence of:)

Joan Chambers



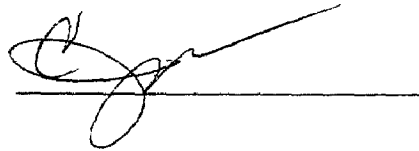
Witness:

Name: *Joan Chambers*
Address: *7845 St. Marks CE Pkwy.*
Duluth, GA 30097

EXECUTED as a DEED by:)
ASI LIMITED,)
a company organized under the laws of)
the Cayman Islands,)
in its capacity as general partner of)
ASI Holdings C.V.)

in the presence of:)

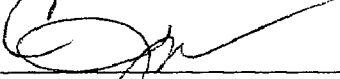
Joan Chambers



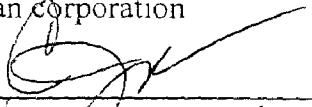
Witness:

Name: *Joan Chambers*
Address: *7845 St. Marks CE Pkwy.*
Duluth, GA 30097

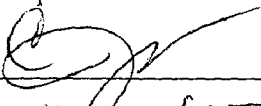
AGILISYS, INC.,
a Delaware corporation

By: 
Title: *Chairman/CEO*

BRAIN NORTH AMERICA, INC.,
a Michigan corporation

By: 
Title: Chairman/CEO

FUTURE THREE SOFTWARE, INC.,
a Michigan corporation

By: 
Title: Chairman/CEO

WELLS FARGO FOOTHILL, INC.,
a California corporation

By: _____
Title: Senior Vice President

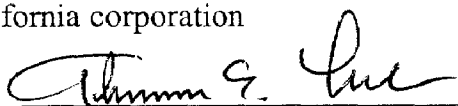
BRAIN NORTH AMERICA, INC.,
a Michigan corporation

By: _____
Title:

FUTURE THREE SOFTWARE, INC.,
a Michigan corporation

By: _____
Title:

WELLS FARGO FOOTHILL, INC.,
a California corporation

By:  _____
Title: Senior Vice President

Mark	Jurisdiction	App. or Reg. No.
INTERHOT	US	2396267
SUPPLYWEB	US	2209592
SUPPLYWEB ENTERPRISE	US	76/179,841

TRANS4M	US	1749901
E-AUTOMOTIVE	US	76/048722 (appl. suspended)
E-AUTOMOTIVE	Brazil	02030070
E-AUTOMOTIVE	Mexico	150200
E-AUTOMOTIVE	Argentina	2,313,705 (appl. suspended)
ACMANAGER	US	76/179,475 (appl. suspended)

FUTURE THREE SOFTWARE, INC.

Mark	Jurisdiction	App. or Reg. No.
AUTORELEASE	US	2,513,375
ECLIPZ	US	76/165,159
SYNAPZ	US	76/101,643
VENDORRELEASE	US	2,513,374
AUTOSCAN		Unregistered
ENCOMPASS		Unregistered
F3 FUTURE THREE (logo)		Unregistered
F3 USER GROUP		Unregistered
F3 (logo)		Unregistered