

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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03-01-2004

3/1/04  
U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office



To the Honorable Commissioner of

102681094

and original documents or copy thereof.

1. Name of conveying party(ies):

Brain North America, Inc.  
Future Three Software, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State MI  
☐ Other \_\_\_\_\_

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: February 25, 2004

2. Name and address of receiving party(ies)

Name: Wells Fargo Foothill, Inc.

Internal  
Address: \_\_\_\_\_

Street Address: 2450 Colorado Avenue Suite 300

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  
(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) 76/179841  
76/048722, 76/165159, 76/101643

B. Trademark Registration No.(s) 2396267  
2209592, 1749901, 2513375, 2513374

Additional number(s) attached ☐ Yes ☒ No

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

Name: Claudia Immerzeel, Paralegal

Internal Address: \_\_\_\_\_  
Paul, Hastings, Janofsky & Walker LLP

Street Address: 515 So. Flower Street, 25F

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and  
registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Claudia Immerzeel  
Name of Person Signing

*Claudia Immerzeel* (B6-)  
Signature February 29, 2004  
Date

Total number of pages including cover sheet, attachments, and document: 25

03/02/2004 LMUELLER 00000047 76179841

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

01 FC:8521  
02 FC:8522

40.00 DP  
200.00 DP

TRADEMARK  
REEL: 002920 FRAME: 0001

## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of February 18, 2004, is made by **AGILISYS INTERNATIONAL LIMITED**, a company organized under the laws of the Cayman Islands ("Agilisys International"), **ASI LIMITED**, a company organized under the laws of the Cayman Islands ("Cayman Borrower"), Agilisys International and Cayman Borrower, each acting for itself and in its capacity as a general partner of **ASI HOLDINGS C.V.**, a limited partnership (*commanditaire vennootschap*) organized under the laws of The Netherlands ("Dutch Borrower"; together with Agilisys International and Cayman Borrower, individually and collectively, jointly and severally, being referred to as the "Term Loan Borrowers"), **AGILISYS INTERMEDIATE HOLDCO LTD.**, a company organized under the laws of the Cayman Islands ("Parent"), **AGILISYS B.V.**, a company organized under the laws of The Netherlands ("Dutch B.V."), **AGILISYS AUTOMOTIVE GMBH**, a company organized under the laws of Germany ("Agilisys Automotive"), **AGILISYS HOLDING GMBH**, a company organized under the laws of Germany ("German Agilisys"), **BRAIN INDUSTRIES GMBH**, a company organized under the laws of Germany ("Brain Industries"; together with Parent, Dutch B.V., Agilisys Automotive, German Agilisys and the Term Loan Borrowers, individually and collectively, jointly and severally, being referred to as the "Term Loan Debtors"), **AGILISYS, INC.**, a Delaware corporation ("Agilisys"), **BRAIN NORTH AMERICA, INC.**, a Michigan corporation ("Brain"), **FUTURE THREE SOFTWARE, INC.**, a Michigan corporation ("F3"; together with Agilisys and Brain, individually and collectively, jointly and severally, being referred to in their capacities as borrowers as the "Revolver Borrowers," or in their capacities as guarantors as the "U.S. Guarantors;" and the Term Loan Debtors, together with the Revolver Borrowers and the U.S. Guarantors, being referred to as the "Debtors") in favor of **WELLS FARGO FOOTHILL, INC.**, a California corporation ("WFF"), as the arranger and administrative agent for the Lenders, defined herein (in such capacity, together with its successors and assigns, if any, in such capacity, "Agent"), with reference to the following:

A. WHEREAS, WFF, the Term Loan Borrowers, and the Revolver Borrowers (the Term Loan Borrowers, together with the Revolver Borrowers, individually and collectively, jointly and severally, the "Borrowers") are parties to that certain Loan and Security Agreement, dated as of June 19, 2003 (as amended, supplemented, or otherwise modified from time to time prior to the date hereof, the "Existing Loan Agreement"), pursuant to which WFF agreed to make certain financial accommodations to the Term Loan Borrowers and the Revolver Borrowers granted to WFF security interests in (among other things) all or substantially all general intangibles of the Revolver Borrowers;

B. WHEREAS, the U.S. Guarantors executed those certain General Continuing Guaranties, dated June 19, 2003, in favor of WFF (the "Existing Guaranties"), pursuant to which the U.S. Guarantors agreed to guaranty the obligations of the Term Loan Borrowers under the Existing Loan Agreement and other Loan Documents;

C. WHEREAS, under the Existing Loan Agreement, the U.S. Guarantors granted to WFF 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;

D. WHEREAS, under certain foreign security documents, the Term Loan Borrowers granted to WFF a security interest in, among other things, all or substantially all of their general intangibles to secure their obligations under the other Loan Documents;

E. WHEREAS, Agent, Term Loan Borrowers and Revolver Borrowers entered into that certain Trademark Security Agreement dated as of June 19, 2003 (the "Existing Trademark Security Agreement");

F. WHEREAS, for the reasons set forth in the recitals to the Loan Agreement (as defined below), Borrowers have requested that the Existing Loan Agreement, the Existing Guaranties and the Existing Trademark Security Agreement, among other agreements, be amended and restated;

G. WHEREAS, contemporaneous herewith, Parent, Borrowers, Agent, Silver Point Finance, LLC, as the term loan B agent (in such capacity, together with its successors and assigns, if any, in such capacity, "Term Loan B Agent") and the Lenders (such Lenders, together with Agent and Term Loan B Agent, individually and collectively, the "Lender Group") are entering into that certain Amended and Restated Loan and Security Agreement (as the same may be amended, amended and restated, supplemented or modified from time to time, the "Loan Agreement"), pursuant to which (a) Agent and WFF have agreed to make certain financial accommodations to the Borrowers, (b) Term Loan B Agent and certain other Lenders have agreed to make certain financial accommodations to the Term Loan Borrowers, and (c) the Revolver Borrowers have granted to Agent security interests in (among other things) all or substantially all general intangibles of the Revolver Borrowers;

H. WHEREAS, contemporaneous herewith, the U.S. Guarantors are executing those certain Amended and Restated General Continuing Guaranties in favor of Agent (the "Guaranties"), pursuant to which the U.S. Guarantors and Parent are agreeing to guaranty the obligations of the Term Loan Borrowers under the Loan Agreement and other Loan Documents;

I. WHEREAS, under the Loan Agreement, U.S. Guarantors are granting to Agent a security interest in, among other things, all or substantially all of their general intangibles to secure their obligations under the Guaranty and other Loan Documents;

J. WHEREAS, under certain foreign security documents, the Term Loan Borrowers are granting to Agent a security interest in (among other things) all or substantially all of their general intangibles to secure their obligations under the Loan Documents;

K. WHEREAS, pursuant to the Loan Documents, and as one of the conditions precedent to the obligations of the Lender Group under the Loan Agreement, Debtors have agreed to execute and deliver this Agreement to Agent for filing with the United States Patent and Trademark Office (the "PTO") and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Agent's existing security interests in the trademarks and other general intangibles described herein; and

L. WHEREAS, subject to the foregoing, Lender Group is willing to so amend and restate the Existing Trademark Security Agreement in accordance with the terms and conditions hereof.

**NOW, THEREFORE**, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtors hereby agree in favor of Agent as follows:

1. Definitions; Interpretation.

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

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

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

“Agilisys Automotive” has the meaning ascribed to such term in the preamble to this Agreement.

“Agilisys International” has the meaning ascribed to such term in the preamble to this Agreement.

“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.

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

“Brain Industries” has the meaning ascribed to such term in the preamble to this Agreement.

“Cayman Borrower” 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.

“Dutch B.V.” has the meaning ascribed to such term in the preamble to this Agreement.

“Dutch Borrower” has the meaning ascribed to such term in the preamble of this agreement.

“Event of Default” means any Event of Default under the Loan Agreement.

“Existing Guaranties” has the meaning ascribed to such term in the recitals of this Agreement.

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

"Existing Trademark Security Agreement" has the meaning ascribed to such term in the recitals of this Agreement.

"F3" has the meaning ascribed to such term in the recitals of this Agreement.

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

"German Debtor" means, individually and collectively, each of Agilisys Automotive, Brain Industries and German Agilisys.

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

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

"Lenders" means, individually and collectively, each of the lenders identified on the signature pages of the Loan Agreement (together with their respective successors and assigns).

"Lien" means any interest in an asset securing an obligation owed to, or a claim by, any Person other than the owner of the asset, irrespective of whether (a) such interest is based on the common law, statute, or contract, (b) such interest is recorded or perfected, and (c) such interest is contingent upon the occurrence of some future event or events or the existence of some future circumstance or circumstances. Without limiting the generality of the foregoing, the term "Lien" includes the lien or security interest arising from a mortgage, deed of trust, encumbrance, pledge, hypothecation, collateral assignment, deposit arrangement, security agreement, conditional sale or trust receipt, or from a lease, consignment, or bailment for security purposes and also includes reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases, and other title exceptions and encumbrances affecting Real Property.

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

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

"Revolver Obligations" means (a) all loans, Advances, debts, principal, interest (including any interest that, but for the commencement of an Insolvency Proceeding, would have accrued), contingent reimbursement obligations with respect to outstanding Letters of Credit, premiums, liabilities (including all amounts charged to the Revolver Borrower Loan Account pursuant to the Loan Agreement), obligations (including indemnification obligations), fees (including the fees provided for as the obligation of Revolver Borrowers in the Fee Letter), charges, costs, Lender Group Expenses (including any fees or expenses that, but for the commencement of an Insolvency Proceeding, would have accrued), guaranties, covenants, and duties of any kind and description owing by Revolver Borrowers to the Lender Group pursuant to or evidenced by the Loan Documents and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all interest not paid when due and all Lender Group Expenses that Revolver Borrowers are required to pay or reimburse by the Loan Documents, by law, or otherwise, (b) all Bank Product Obligations and Ledger Product Obligations of Revolver Borrowers, and (c) the obligations of Revolver Borrowers under the U.S. Guaranty. Any reference in this Agreement or in the Loan Documents to the Revolver Obligations shall include all amendments, changes, extensions, modifications, renewals, replacements, substitutions, and supplements thereto and thereof, as applicable, both prior and subsequent to any Insolvency Proceeding.

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

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

"Term Loan Debtors" has the meaning ascribed to such term in the preamble to this Agreement.

"Term Loan Obligations" means (a) all loans, debts, principal, interest (including any interest that, but for the commencement of an Insolvency Proceeding, would have accrued), premiums, liabilities (including all amounts charged to the Term Loan Borrower Loan Account pursuant to the Loan Agreement), obligations (including indemnification obligations), fees (including the fees provided for as the obligation of Term Loan Borrowers in the Fee Letter), charges, costs, Lender Group Expenses (including any fees or expenses that, but for the commencement of an Insolvency Proceeding, would have accrued), guaranties, covenants, and duties of any kind and description owing by Term Loan Debtors and the U.S. Guarantors to the Lender Group pursuant to or evidenced by the Loan Documents and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all interest not paid when due and all Lender Group Expenses that Term Loan Borrowers are required to pay or reimburse by the Loan Documents, by law, or otherwise; and (b) all Ledger Product Obligations of Term Loan Borrowers and the U.S. Guarantors. Any reference in this Agreement or in the Loan Documents to the Term Loan Obligations shall include all amendments, changes, extensions, modifications, renewals, replacements, substitutions, and supplements thereto and thereof, as applicable, both prior and subsequent to any Insolvency Proceeding.

"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 New York.

"U.S. Guarantors" has the meaning ascribed to such term in the preamble to this Agreement.

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

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

(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 Term Loan Obligations and the Revolver Obligations. To secure the prompt payment and performance of the Term Loan Obligations, U.S. Guarantors and Term Loan Debtors hereby grant and convey to Agent, for the benefit of the Lender Group and the Ledger Product Providers, a continuing security interest in all of Term Loan Debtors' right, title and interest in and to the following property, whether now existing or hereafter acquired or arising (collectively, the "Term Loan Trademark Collateral"); and to secure the prompt payment and performance of the Revolver Obligations, Revolver Borrowers hereby grant and convey to Agent, for the benefit of the Lender Group, the Bank Product Providers and the Ledger Product Providers, a continuing security interest in all of Revolver Borrowers' right, title and interest in and to the following property, whether now existing or hereafter acquired or arising (collectively, the "Revolver Trademark Collateral"; and the Revolver Trademark Collateral, together with the Term Loan Trademark Collateral, 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 Agent 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 Agent 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 Agent'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 Agent'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. Agent asserts that this Agreement is unnecessary to grant Agent 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 Agent'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 Agent therein) in the ordinary course of business consistent with past practice. Further, nothing in this Agreement, including any remedy available to Agent after the occurrence and during the continuance 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 Agent as Attorney-in-Fact.

Debtors at their expense shall execute and deliver, or cause to be executed and delivered, to Agent and Term Loan B Agent any and all documents and instruments, in form and substance reasonably satisfactory to Agent and Term Loan B Agent, and take any and all action, which Agent or Term Loan B Agent, 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 Agent and to accomplish the purposes of this Agreement. If upon Agent's or Term Loan B Agent'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 Agent or Term Loan B Agent in accordance with the foregoing, Agent shall have the right to, in the name of Debtors, or in the name of Agent or otherwise, without assent by Debtors, but with 5 days written notice to Debtors, and Debtors hereby irrevocably constitute and appoint Agent (and any of Agent's officers or employees or agents designated by Agent) 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 Agent 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 Agent, 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 Agent 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 19; provided that the foregoing power of attorney shall terminate

when all of the Term Loan Obligations and the Revolver Obligations have been fully and finally repaid and performed and the Lender Group'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, Agent 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 Agent 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 Agent 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 Term Loan Obligations remain unsatisfied, Term Loan Debtors and U.S. Guarantors agree, and so long as any of the Revolver Obligations remain unsatisfied, U.S. Guarantors 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 Agent 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 Term Loan Obligations or Revolver Obligations shall remain outstanding, or, if earlier, until Agent 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 Agent's or Term Loan B Agent'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 Agent or Term Loan B Agent 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 Agent 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 Agent and the Lender Group. Notwithstanding any provision contained in this Agreement, none of Agent or any other member of the Lender Group shall 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 Agent or any other member of the Lender Group hereunder or in connection herewith, none of Agent or any other member of the Lender Group shall 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, Agent 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 the 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 Agent as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the UCC. Debtors agree that Agent 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 Agent'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 Agent has a security interest, including Agent'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, Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Agent, in the exercise of its discretion, deems necessary, in the name of Debtors or Agent, to enforce or protect any Trademark Collateral, and any license thereunder, in which event Debtors shall, at the request of Agent, do any and all lawful and necessary or expedient acts and execute any and all documents required by Agent necessary to such enforcement. To the extent that Agent 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 Agent and their respective successors and assigns.

11. Notices. All notices and other communications hereunder to Agent 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 the Term Loan Borrowers or the Revolver Borrowers, 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 Agent 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, Agent 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. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

16. Security Agreement. Debtors acknowledge that the rights and remedies of Agent 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. Agent 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 Agent (whether under New York 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 Term Loan Obligations and Revolver Obligations have been paid in full and each member of the Lender Group's obligations to provide additional credit under the Loan Documents have been terminated irrevocably, Agent 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 Agent's Liens on the Trademarks and all notices of security interests and liens previously filed by Agent with respect to the Term Loan Obligations and Revolver Obligations.

19. Termination. Upon the payment and performance in full in cash of the Term Loan Obligations and Revolver Obligations, including the cash collateralization, expiration, or cancellation of all Term Loan Obligations and Revolver 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 Agent 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 Agent hereunder, including the cancellation of this Agreement by written notice from Agent to the PTO.

20. U.S. Guarantors. Each of Agilisys, Brain, and F3 is entering into this Agreement both in its capacity as a Borrower and in its capacity as a Guarantor.

21. German Limitation.

(a) A German Debtor shall not be obliged to fulfill its obligations under this Agreement and the Agent shall not be entitled to enforce the obligations of a German Debtor under this Agreement, (i) to the extent that the fulfillment or enforcement under this Agreement would cause the amount of the German Debtor's Net Assets (*Reinvermögen*) (as defined below) to be reduced below the amount of its registered share capital which is protected by Sections 30 and 31 of the German Limited Liability Companies Act (the "GmbHG"), or (ii) to the extent that following a negative prognosis of the continuation of the German Debtor's business (negative *Fortführungsprognose*), taking the enforcement under this Agreement into account, the enforcement under this Agreement would have the effect that the German Debtor's creditors shown in the balance sheet based on the liquidation values of the German Debtor's Net Assets (*Liquidationsbilanz*) would not be fully satisfied from the Net Assets shown in such balance sheet. "Net Assets" are calculated as the sum of the balance sheet positions shown under Section 266(2)(A), (B), and (C) of the German Commercial Code (the "HGB"), less the sum of the

amounts shown under the balance sheet positions shown under Sections 266(3)(B), (C), and (D) (but for Section 266(3)(C), disregarding the obligations under this Agreement as far as no accruals have to be entered into the liquidation-based balance sheet) of the HGB, each as shown in the balance sheet as of the date on which the enforcement of this Agreement is sought, be it by simple written demand, payment order (*Mahnbescheid*) or similar action ("Effective Date") (*Sichtagsbilanz*), whereby the following balance sheet items shall be adjusted as follows:

(i) loans provided to the relevant German Debtor shall be disregarded, if and to the extent that such loans have been made by the lender from funds made available to such lender directly or indirectly under the Loan Documents, or if and to the extent that they are subordinated or are considered subordinated under Section 32 of the GmbHG;

(ii) loans and other liabilities incurred in violation of any of the provisions of the Loan Documents shall be disregarded; and

(iii) the amount of any increase in the registered share capital of the German Debtor which was carried out after the date of execution of this Agreement without prior written consent of Agent (subject to the provisions of the Loan Documents such consent of the Agent not to be unreasonably withheld), unless permitted pursuant to the Loan Documents, shall be deducted from the registered share capital. To the extent claims under this Agreement have not been enforced pursuant to the before-mentioned enforcement limitations, the claims under this Agreement shall not be discharged.

(b) The enforcement limitations of Section 21(a) of this Agreement shall not apply (i) if following the commencement of the enforcement of this Agreement by the Agent (be it by simple written demand, payment order (*Mahnbescheid*) or similar action), the German Debtor fails to provide conclusive evidence, including in particular, interim financial statements (including balance sheet, P&L as well as annotations) as of the Effective Date, within ten (10) days after the Effective Date, or (ii) if after receipt by the Agent of unaudited financial statements within ten (10) days after the Effective Date the Agent demands that the German Debtor provides financial statements as of the Effective Date audited (*geprüft und testiert*) by a firm of internationally recognized auditors, and the German Debtor fails to provide such audited financial statements within forty-five (45) days after such demand.

(c) The German Debtor shall realize any and all of its assets that are shown in the balance sheet with book value (*Buchwert*) that is significantly lower than the market value of the assets, or are not recorded at all in a situation where the German Debtor does not have: (i) sufficient Net Assets to maintain its registered share capital; or (ii) in the case of a negative prognosis on the continuation of the German Debtor's business (negative *Fortführungsprognose*) sufficient liquidity to fulfill its financial liabilities to its creditors and the Agent would (but for Section 21(a) above) be entitled to enforce its claims, provided that the relevant assets are not strictly necessary for the German Debtor's business (*nicht betriebsnotwendiges Vermögen*). If, however, the relevant assets are strictly necessary for the business of the German Debtor, a sale-and-lease back of such assets, except for real estate and rights similar to real estate, shall be carried out. Furthermore, it shall take any other measures (including, without limitation, the



setting-off of claims against receivables payables of questionable value) to allow payment under this Agreement.

(d) At any time until full satisfaction of the Secured Obligations the Agent may renew the process of Sections 21(c) and 21(d) above by reinstating the enforcement process, provided that Agent in its reasonable discretion determines that the business conditions of the German Debtor have improved.

[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:

Witness:  
Name:  
Address:

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

in the presence of:

Witness:  
Name:  
Address:

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

S-1

**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: )

Witness: )

Name: )

Address: )

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: )

Witness: )

Name: )

Address: )

**AGILISYS B.V.,**  
a company organized under the laws of The Netherlands

By: )

Title: )

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

S-2

**AGILISYS AUTOMOTIVE GMBH,**  
a company organized under the laws of Germany

By: Title: *Managing Director*

**BRAIN INDUSTRIES GMBH**  
a company organized under the laws of Germany

By: Title: *CEO*

**AGILISYS HOLDING GMBH**  
a company organized under the laws of Germany

By: Title: *CEO*

**AGILISYS, INC.,**  
a Delaware corporation

By: Title: *CEO*

**BRAIN NORTH AMERICA, INC.,**  
a Michigan corporation

By: Title: *CEO*

**FUTURE THREE SOFTWARE, INC.,**  
a Michigan corporation

By: Title: *CEO*

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

S-3

18/02 '04 WED 18:24 [TX/RX NO 7896]

TRADEMARK  
REEL: 002920 FRAME: 0020

**WELLS FARGO FOOTHILL, INC.,**  
a California corporation, as agent

By: Nics O'Shaur  
Title: Vice President

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

S-4

**TRADEMARK**  
**REEL: 002920 FRAME: 0021**

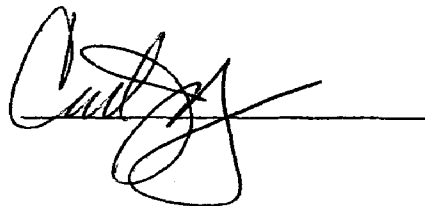
EXECUTED as a DEED by:  
**AGILISYS INTERMEDIATE  
HOLDCO LTD.,**  
a company organized under the laws of  
the Cayman Islands,

in the presence of:

Witness:

Name: *Maggie Baker*

Address:

A handwritten signature in black ink, appearing to be 'Maggie Baker', written over a horizontal line.

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

S-5

TRADEMARK  
REEL: 002920 FRAME: 0022

SCHEDULE A

to the

TRADEMARK SECURITY AGREEMENT

Trademarks of Debtors

Intellectual Property

**AGILISYS INTERMEDIATE HOLDCO LTD.**

None.

**AGILISYS INTERNATIONAL LIMITED**

None.

**AGILISYS, INC.**

License Agreements

1. Research and Development Agreement, dated May 31, 2002, among Agilisys, Inc. and Agilisys S.A.R.L.
2. Research and Development Agreement, dated May 31, 2002, among Agilisys, Inc. and Agilisys B.V.
3. Research and Development Agreement, dated December 1, 2002, among Agilisys, Inc. and Agilisys Automotive GmbH.
4. Research and Development Agreement, dated December 1, 2002, among Agilisys, Inc. and Brain Industries GmbH.
5. Supportive Services Agreement, dated May 31, 2002 among ASI Holdings C.V. and Agilisys, Inc.
6. Research and Development Agreement, effective May 28, 2002 by and between ASI Holdings C.V. and Agilisys, Inc.

**ASI HOLDINGS C.V.**

License Agreements

1. Intellectual Property License Agreement, dated May 31, 2002, among ASI Holdings C.V. ("CV") and Agilisys B.V. ("BV").

2. Supportive Services Agreement, dated May 31, 2002 among CV and Brain Automotive GmbH.
3. Supportive Services Agreement, dated May 31, 2002 among CV and Agilisys, Inc.
4. Supportive Services Agreement, dated May 31, 2002 among CV and BV.
5. Supportive Services Agreement, dated December 1, 2002 among CV and Brain Industries GmbH.
6. United States Operating Company Research and Development Agreement, dated as of December 1, 2002 between ASI Holdings CV and Agilisys US.
7. Research and Development Agreement, effective May 28, 2002 by and between ASI Holdings C.V. and Agilisys, Inc.

## **ASI LIMITED**

### **Trademarks and Trade Names**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Reg or App No.</b>
A.COMMERCE	Germany	300181841
E.BRAIN	Germany	300181574
BRAIN	Germany	2071040
BIW	Germany	398069883
BIW	Germany	398069875
SMART USER INTERFACE	Germany	396340377
Manufacturing & Distribution Systems		Unregistered
Global Manufacturing & Distribution Solutions		Unregistered
MDS		Unregistered
GMDS		Unregistered
Fygir		Unregistered
APSI		Unregistered
ADAGE		Unregistered
iProcess.[sct]		Unregistered
iOrder.[sct]		Unregistered
iAssist.[sct]		Unregistered
iWireless.[sct]		Unregistered
Customer Portal		Unregistered
Demand Planning		Unregistered
Demand Scheduling		Unregistered
Advanced Planning		Unregistered



Advanced Scheduling		Unregistered
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**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

License Agreements

1. Risk-Indemnified Distributor Agreement, dated December 1, 2002, among BV and Brain North America, Inc.

**FUTURE THREE SOFTWARE, INC.**

Trademarks and Trade Names

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