

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SCT FINANCIAL CORPORATION		03/05/2003	CORPORATION: DELAWARE
SCT SOFTWARE AND RESOURCE MANAGEMENT CORPORATION		03/05/2003	CORPORATION: DELAWARE
SYSTEMS & COMPUTER TECHNOLOGY CORPORATION		03/05/2003	CORPORATION: DELAWARE
SCT PROPERTY, INC.		03/05/2003	CORPORATION: DELAWARE
SCT INTERNATIONAL LIMITED		03/05/2003	limited liability corporation: UNITED KINGDOM
SCT TECHNOLOGIES (CANADA) INC.		03/05/2003	CORPORATION: CANADA
SYSTEMS & COMPUTER TECHNOLOGY INTERNATIONAL B.V.		03/05/2003	CORPORATION: NETHERLANDS

RECEIVING PARTY DATA

Name:	INDUS INTERNATIONAL, INC.
Street Address:	3301 Windy Ridge Parkway
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2182891	BILLGEN

CORRESPONDENCE DATA

Fax Number: (215)655-2617
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215.994.2617

CH \$40.00 2182891

Email: jay.johnston@dechert.com
Correspondent Name: Dechert LLP
Address Line 1: 4000 Bell Atlantic Tower
Address Line 2: 1717 Arch Street
Address Line 4: Philadelphia, PENNSYLVANIA 19103-2793

ATTORNEY DOCKET NUMBER: 55348-030

NAME OF SUBMITTER: James J. Johnston

Total Attachments: 25

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

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

WITNESSETH:

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

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

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

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

COPYRIGHTS

TRADEMARK

REEL: 002950 FRAME: 0352

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

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

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

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

TRADEMARKS

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

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

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

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

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

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

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

PATENTS

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

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

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

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

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

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

GENERAL

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

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

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

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

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

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

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

SCT FINANCIAL CORPORATION

By: *Eric Haskell*

Name: ERIC HASKELL

Title: SENIOR VICE PRESIDENT AND TREASURER

SCT PROPERTY, INC.

By: *Eric Haskell*

Name: ERIC HASKELL

Title: SENIOR VICE PRESIDENT AND TREASURER

SCT INTERNATIONAL LIMITED

By: *Eric Haskell*

Name: ERIC HASKELL

Title: DIRECTOR

SCT TECHNOLOGIES (CANADA) INC.

By: *Eric Haskell*

Name: ERIC HASKELL

Title: SENIOR VICE PRESIDENT AND TREASURER

SYSTEMS & COMPUTER

TECHNOLOGY INTERNATIONAL B.V.

By: *Eric Haskell*

Name: ERIC HASKELL

Title: MANAGING DIRECTOR

SYSTEMS & COMPUTER

TECHNOLOGY CORPORATION

By: *Eric Haskell*

Name: ERIC HASKELL

Title: EXECUTIVE VICE PRESIDENT, CHIEF FINANCIAL OFFICER AND TREASURER

TRADEMARK

REEL: 002950 FRAME: 0356

SCT SOFTWARE AND MANAGEMENT
CORPORATION

By: Eric H Askell

Name: ERIC H ASKELL

Title: SENIOR VICE PRESIDENT AND
TREASURER
INDUS INTERNATIONAL, INC.

By: _____

Name: _____

Title: _____

SCT SOFTWARE AND MANAGEMENT
CORPORATION

By: _____

Name: _____

Title: _____

INDUS INTERNATIONAL, INC.

By: *J. Barba*

Name: JEREMY A. BARBA

Title: VP & CFO

TRADEMARK

REEL: 002950 FRAME: 0359

SCHEDULE A
COPYRIGHTS

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

REGISTRATION NUMBER: A744606

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

REGISTRATION NUMBER: TXu65327

RECAP system file layout descriptions.

REGISTRATION NUMBER: TXu65326

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

REGISTRATION NUMBER: TXu60591

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

REGISTRATION NUMBER: TXu64021

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

REGISTRATION NUMBER: TXu94914

Banner CIS System

Reg. No.: TXu565283

COPYRIGHTS TO THE COMPANY SOFTWARE


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

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

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

v1 (51PQ01.DOC) 105809-08

SCHEDULE B
TRADEMARKS



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

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

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

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

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


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

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

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

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

GV: #235142 v1 (SIFQ011.DOC) 105809.68



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

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

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

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

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

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

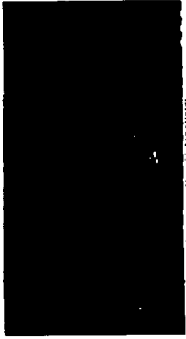
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COUNTRY: Canada

ENERLINK
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COUNTRY: United States

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

ENERLINK
REG. NO.: 740083
COUNTRY: Australia

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



ENERLINK
REG. NO.: 16404
COUNTRY: Bolivia

ENERLINK
REG. NO.: 820265519
COUNTRY: Brazil

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

ENERLINK
REG. NO.: 796717
COUNTRY: Canada

ENERLINK
REG. NO.: 796716
COUNTRY: Canada

ENERLINK
REG. NO.: 394818
COUNTRY: Chile

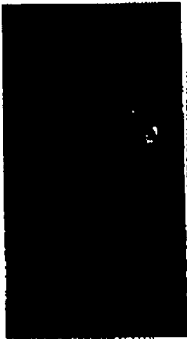
ENERLINK
REG. NO.: D97-20828
COUNTRY: Indonesia

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

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

ENERLINK
REG. NO.: 310532
COUNTRY: Mexico

GV: #215142 v1 (511:Q011.DOC) 105#09-68



ENERLINK
REG. NO.: 282411
COUNTRY: New Zealand

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

ENERLINK
REG. NO.: 050650
COUNTRY: Peru

ENERLINK
REG. NO.: 126727
COUNTRY: Philippines

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

ENERLINK
REG. NO.: 86052431
COUNTRY: Taiwan


ENERLINK
REG. NO.: 352827
COUNTRY: Thailand

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

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

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

GV: #235142 v1 (31FQ011.DOC) 105809-08




ENERLINK
Reg. No. 298334
Country: Uruguay

Unregistered or Abandoned Trademarks and Trade Names:

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

GV: #335142 v1 (51PQ011.DOC) 105M09-68



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

GV: #235142 v1 (51FQ011.DOC) 105809-08

SCHEDULE C

DOMAIN NAMES

Schedule B is incorporated herein by this reference

GV: #235142 v1 (SIFQ011.DOC) 105809-68

SCT PROPERTY, INC.

By: Eric Haskell

Name: ERIC HASKELL

Title: SENIOR VICE PRESIDENT AND TREASURER

STATE OF Pennsylvania §
COUNTY OF Chester §

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

Patricia A. Slawewski
Notary Public

My Commission Expires: 8/20/2006

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

SYSTEMS & COMPUTER TECHNOLOGY CORPORATION

By: Eric Haskell

Name: ERIC HASKELL

Title: EXECUTIVE VICE PRESIDENT,
TREASURER AND CHIEF FINANCIAL
OFFICER

STATE OF Pennsylvania §

COUNTY OF Chester §

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

Patricia A. Slawewski
Notary Public

My Commission Expires: 8/20/2006

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

SCT SOFTWARE & RESOURCE
MANAGEMENT CORPORATION

By: *Eric Haskell*

Name: ERIC HASKELL

Title: SENIOR VICE PRESIDENT AND
TREASURER

STATE OF Pennsylvania §
COUNTY OF Chester §

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

Patricia A. Slawek
Notary Public

My Commission Expires: 8/20/2006

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

INDUS INTERNATIONAL, INC.

By: [Signature]

Name: JEFFREY A. BARCA

Title: VP & CFO

STATE OF Georgia

COUNTY OF Cobb

§
§
§

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

[Signature]
Notary Public

My Commission Expires: **NOTARY PUBLIC, COBB COUNTY, GEORGIA**
MY COMMISSION EXPIRES ON OCTOBER 16, 2004