

10/22/2004
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Lilly Software Associates, Inc.

 Individual(s) Association
 General Partnership Limited Partnership
 Corporation (Delaware)
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

Name: Infor International Limited

Address: 11720 Amber Park Drive
Suite 400
Alpharetta, GA 30004

 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation (Michigan) _____
 Other - Cayman Islands Company _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

 Assignment Merger

 Security Agreement Change of Name

 Other _____

Execution Date: October 19, 2004

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

Additional numbers attached? Yes No

B. Trademark Registration No.(s) See attached

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

Hayley Smith, Senior Legal Assistant
Kirkland & Ellis LLP
153 East 53rd Street
New York, NY 10022-4675
(212) 446-4800 (Phone)
(212) 446-4900 (Fax)

6. Total number of applications and registrations involved: 39

7. Total fee (37 CFR 3.41)..... \$ 990
 Enclosed

 Authorized to be charged to Deposit Account 10-28-04
FEE HAS BEEN PAID AS PER M. CARTER
(Assignment Division Paralegal)
8. Charge to Deposit Account No. 111098

(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.

Hayley Smith Hayley Smith 10/21/04
Name of Person Signing Signature Date

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

SCHEDULE TO RECORDATION COVER SHEET

Mark	Reg. No.
LILLY SOFTWARE ASSOCIATES, INC.	2,392,885
LSA and Design	2,547,799
MANUFACTURING WINDOW	1,884,400
SCHEDULING WINDOW	1,859,308
SCHEDULING WINDOW	2,444,039
VISUAL	2,606,306
VISUAL MANUFACTURING	2,440,390
VISUAL MANUFACTURING	2,459,248
VISUAL MANUFACTURING	1,894,849
VISUAL QUALITY	1,904,140
VISUAL FINANCIALS	1,905,367
VISUAL MRP	2,065,392
VISUAL DIRECTIONS	2,169,304
VISUAL EXECUTIVELINK	2,303,372
VISUAL DISTRIBUTION	2,324,834
VISUAL JOBSHOP	2,412,711
VISUAL APS	2,462,199
VISUAL ORDER MANAGEMENT	2,534,550
VISUAL FRONT OFFICE	2,571,925
VISUAL SUPPLY CHAIN	2,601,778
VISUAL DESIGNLINK	2,550,252
VISUAL DBR	2,756,931
VISUAL CRM	2,759,335
VISUAL DCMS	2,772,835
VISUAL EXCHANGE	2,776,086
VISUAL INSTRUCTOR	2,746,301
VISUAL QUICKQUOTE	2,457,564

Mark	Serial No.
VISUAL REPETITIVE MANUFACTURING	75/889,349
VISUAL HR	75/824,744
VISUAL ENTERPRISE AEROSPACE & DEFENSE	76/422,233
VISUAL ENTERPRISE	76/319,752
VISUAL HUMAN RESOURCES	75/824,743
VISUAL KANBAN	78/324,714
VISUAL SUPPLY CHAIN PLANNING	78/231,498
VISUAL EASY LEAN	78/376,410
VISUAL TIME AND ATTENDANCE	78/408,655
LEAN SCHEDULING	78/324,696
LEAN WP	78,324,719
LEAN LEAD-TIME	78/324,710

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is made and entered into as of October 19, 2004 ("**Effective Date**") by and between Lilly Software Associates, Inc., a Delaware corporation, with its principal office at 500 Lafayette Road, Hampton, New Hampshire 03842 ("**Assignor**"), and Infor International Limited, a company formed pursuant to the laws of the Cayman Islands with a principal office at 11720 Amber Park Drive, Suite 400, Alpharetta, GA 30004 ("**Assignee**").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated October 19, 2004 (the "**Agreement**") pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain Purchased Assets as defined in the Agreement;

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor all Proprietary Rights (as defined in the Agreement), including, without limitation, the United States trademark registrations and applications set forth on Schedule A attached hereto, the foreign trademark registrations and applications set forth on Schedule B attached hereto, and the unregistered trademarks set forth on Schedule C attached hereto, in each case, together with the goodwill of the business associated therewith, (collectively, the "**Marks**"); and

WHEREAS, Assignee is a successor to Assignor's business, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned

herein); and (iii) has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall at Assignor's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

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TESTA BURWITZ

012/014

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

LILLY SOFTWARE ASSOCIATES, INC.

INFOR INTERNATIONAL LIMITED

Name:

Richard T. Lilly
President

Name:

Title:

Title:

STATE OF

)
) SS.

COUNTY OF)

On this 18 day of October 2004, there appeared before me Richard T. Lilly, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Lilly Software Associates, Inc.

DM Linoes
Notary Public



DEBORAH MARIA LINOES, Notary Public
My Commission Expires May 7, 2008

STATE OF

)
) SS.

COUNTY OF)

On this ___ day of _____, 2004 there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of _____

Notary Public

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

LILLY SOFTWARE ASSOCIATES, INC.

INFOR INTERNATIONAL LIMITED

Name: _____

Name: [Signature]

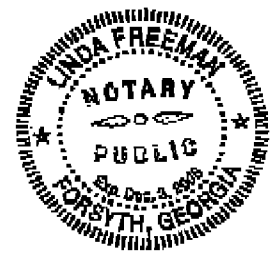
Title: _____

Title: [Signature]

STATE OF Ga,
COUNTY OF Forsyth SS.

On this 15 day of October, 2004, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of _____

[Signature]
Notary Public



STATE OF Ga,
COUNTY OF Forsyth SS.

On this 15 day of October, 2004, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of _____

[Signature]
Notary Public



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SCHEDULE A**U.S. Trademark Registrations**

Mark	Jurisdiction	Reg. No.
LILLY SOFTWARE ASSOCIATES, INC.	U.S.	2,392,885
LSA and Design	U.S.	2,547,799
MANUFACTURING WINDOW	U.S.	1,884,400
SCHEDULING WINDOW	U.S.	1,859,308
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VISUAL APS	U.S.	2,462,199
VISUAL CRM	U.S.	2,759,335
VISUAL DBR	U.S.	2,756,931
VISUAL DCMS	U.S.	2,772,835
VISUAL DESIGNLINK	U.S.	2,550,252
VISUAL DIRECTIONS	U.S.	2,169,304
VISUAL DISTRIBUTION	U.S.	2,324,834
VISUAL EXCHANGE	U.S.	2,776,086
VISUAL EXECUTIVELINK	U.S.	2,309,372
VISUAL FINANCIALS	U.S.	1,905,367
VISUAL FRONT OFFICE	U.S.	2,571,923
VISUAL INSTRUCTOR	U.S.	2,746,301
VISUAL JOBSHOP	U.S.	2,412,711
VISUAL MANUFACTURING	U.S.	1,894,849
VISUAL MANUFACTURING	U.S.	2,440,390
VISUAL MANUFACTURING	U.S.	2,459,248
VISUAL MRP	U.S.	2,065,392
VISUAL ORDER MANAGEMENT	U.S.	2,534,350
VISUAL QUALITY	U.S.	1,904,140
VISUAL QUICKQUOTE	U.S.	2,457,564
VISUAL SUPPLY CHAIN	U.S.	2,601,778

U.S. Trademark Applications

Mark	Jurisdiction	Serial No.
LEAN LEAD-TIME	U.S.	78/324,710
LEAN SCHEDULING	U.S.	78/324,696
LEAN WIP	U.S.	78/324,719
VISUAL EASY LEAN	U.S.	78/376,410
VISUAL ENTERPRISE	U.S.	76/319,752
VISUAL ENTERPRISE AEROSPACE & DEFENSE	U.S.	76/422,233
VISUAL HR	U.S.	75/824,744
VISUAL HUMAN RESOURCES	U.S.	75/824,743
VISUAL KANBAN	U.S.	78/324,714

VISUAL REPETITIVE MANUFACTURING	U.S.	75/889,349
VISUAL SUPPLY CHAIN PLANNING	U.S.	78/231,498
VISUAL TIME AND ATTENDANCE	U.S.	78/408,655

SCHEDULE B**Foreign Trademark Registrations**

Mark	Jurisdiction	Reg. No(s)
LILLY SOFTWARE ASSOCIATES	Australia	832,894
VISUAL APS	Australia	831,623
VISUAL DISTRIBUTION	Australia	831,621
VISUAL MANUFACTURING	Australia	832,774
VISUAL REPETITIVE MANUFACTURING	Australia	840,656
VISUAL QUALITY	Benelux	0681479
VISUAL APS	Canada	613,274
VISUAL MANUFACTURING	Canada	611,720
VISUAL QUALITY	Canada	612,884
LILLY SOFTWARE ASSOCIATES, INC.	European Union	1,297,415
LSA and Design	European Union	1,297,456
VISUAL	European Union	1,290,428
VISUAL APS	European Union	1,609,700
VISUAL DISTRIBUTION	European Union	1,609,262
VISUAL ENTERPRISE	European Union	2,159,036
VISUAL MANUFACTURING	European Union	402,248
VISUAL MANUFACTURING	European Union	1,603,976
VISUAL REPETITIVE MANUFACTURING	European Union	1,724,053
VISUAL SCHEDULING WINDOW	European Union	1,399,435
VISUAL ENTERPRISE	United Kingdom	2,304,273
VISUAL QUALITY	United Kingdom	2,229,279

Foreign Trademark Applications

Mark	Jurisdiction	Serial No.
VISUAL DISTRIBUTION	Canada	1,054,802
VISUAL REPETITIVE MANUFACTURING	Canada	1,064,840

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SCHEDULE C

UNREGISTERED TRADEMARKS

VISUAL BUSINESS INTELLIGENCE