

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |  |
|-----------------------|--|
| SUBMISSION TYPE:      | NEW ASSIGNMENT                               |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

**CONVEYING PARTY DATA**

| Name             | Formerly | Execution Date | Entity Type             |
|------------------|----------|----------------|-------------------------|
| Kewill ERP, Inc. |          | 05/27/2002     | CORPORATION: CALIFORNIA |

**RECEIVING PARTY DATA**

|                 |                                   |
|-----------------|-----------------------------------|
| Name:           | Exact Holding North America, Inc. |
| Street Address: | 333 East Center Street            |
| City:           | Marion                            |
| State/Country:  | OHIO                              |
| Postal Code:    | 43302                             |
| Entity Type:    | CORPORATION: OHIO                 |

**PROPERTY NUMBERS Total: 7**

| Property Type        | Number  | Word Mark                       |
|----------------------|---------|---------------------------------|
| Registration Number: | 2248518 | ALLIANCE MANUFACTURING SOFTWARE |
| Registration Number: | 1893964 | JOBBOSS                         |
| Registration Number: | 2665029 | KEWILL ERP DIVISION             |
| Registration Number: | 2247662 | MAX                             |
| Registration Number: | 2476124 | OFFICEBOSS                      |
| Registration Number: | 2167794 | SHOPBOSS                        |
| Registration Number: | 2373740 | VIEWBOSS                        |

**CORRESPONDENCE DATA**

Fax Number: (617)646-8646  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617-646-8000  
 Email: kyost@wolfgreenfield.com  
 Correspondent Name: Lisa W. Martin  
 Address Line 1: 600 Atlantic Avenue  
 Address Line 2: Wolf Greenfield

**CH \$190.00 2248518**

Address Line 4: Boston, MASSACHUSETTS 02210

NAME OF SUBMITTER:

Lisa Martin

Signature:

/lwm/

Date:

12/22/2004

**Total Attachments: 6**

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**STOCK PURCHASE AGREEMENT**

dated May 27, 2002

among

**EXACT HOLDING NORTH AMERICA, INC.**

(the "Buyer")

and

**KEWILL SYSTEMS, INC.**

(the "Seller")

and

**KEWILL SYSTEMS PLC**

(the "Parent")

BOSTON 1401755v7

REEL: 002996 FRAME: 0411

## STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (the "Agreement") is entered into as of May 27, 2002 by and among Exact Holding North America, Inc., an Ohio corporation (formerly known as Macola Technologies, Inc.) (the "Buyer"), and, solely for purposes of Section 6.7 hereof, Exact Holding N.V., a corporation organized under the laws of The Netherlands and the indirect parent company of the Buyer ("Exact Holding"), on the one hand, and Kewill Systems, Inc., a Delaware corporation (the "Seller"), and Kewill Systems plc, a company registered in England and Wales (company no. 1037515) and the sole stockholder of the Seller (the "Parent"), on the other hand. Capitalized terms used in this Agreement shall have the meanings ascribed to them in Article IX hereof.

WHEREAS, the Seller owns all of the issued and outstanding shares of capital stock (the "Shares") of Kewill ERP, Inc., a California corporation (the "Company"); and

WHEREAS, the Seller desires to sell to the Buyer and the Buyer desires to purchase from the Seller, all of the Shares, on the terms and subject to the conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby agreed among the parties hereto as follows:

### ARTICLE I

#### THE STOCK PURCHASE

1.1 Purchase and Sale of Shares. Upon and subject to the terms and conditions of this Agreement, the Buyer shall purchase from the Seller, and the Seller shall sell, transfer, convey, assign and deliver to the Buyer, at the Closing, for the consideration specified below in this Article I, the Shares.

1.2 Purchase Price. [REDACTED]

1.3 Escrow. [REDACTED]

Closing shall be paid by the Buyer to the Escrow Agent for the purpose of securing the indemnification obligations of the Seller set forth in this Agreement. The Escrow Fund shall be held by the Escrow Agent under the Escrow Agreement pursuant to the terms thereof. The Escrow Fund shall be held as a trust fund and shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any party, and shall be held and disbursed solely for the purposes and in accordance with the terms of the Escrow Agreement.

1.4 Treatment of Cash and Intercompany Loans; Adjustment to Purchase Price.

(a) From the date of this Agreement through the Closing Date:

lapse of time, or otherwise, would constitute a breach or default by the Company or, to the knowledge of the Seller, any other party under such Lease;

(d) there are no disputes, oral agreements or forbearance programs in effect as to such Lease;

(e) the Company has not assigned, transferred, conveyed, mortgaged, deeded in trust or encumbered any interest in the leasehold or subleasehold;

(f) to the knowledge of the Seller, all facilities leased or subleased thereunder are supplied with utilities and other services adequate for the operation of said facilities; and

(g) the Seller is not aware of any Security Interest, easement, covenant or other restriction applicable to the real property subject to such Lease which would reasonably be expected to materially impair the current uses or the occupancy by the Company of the property subject thereto.

#### 2.13 Intellectual Property.

(a) Section 2.13(a) of the Disclosure Schedule lists (i) each patent, patent application, copyright registration or application therefor, mask work registration or application therefor, and trademark, service mark and domain name registration or application therefor of the Company and (ii) each Customer Deliverable of the Company.

(b) The Company owns or has the right to use all Intellectual Property necessary (i) to use, manufacture, have manufactured, market and distribute the Customer Deliverables and (ii) to operate the Internal Systems, each item of Company Intellectual Property will be owned or available for use by the Company immediately following the Closing on substantially identical terms and conditions as it was immediately prior to the Closing. The Company has taken all reasonable measures to protect the proprietary nature of each item of Company Intellectual Property, and to maintain in confidence all trade secrets and confidential information, that it owns or uses. No other person or entity has any rights to any of the Company Intellectual Property owned by the Company (except pursuant to agreements or licenses specified in Section 2.13(d) of the Disclosure Schedule), and, to the knowledge of the Seller, no other person or entity is infringing, violating or misappropriating any of the Company Intellectual Property.

(c) None of the Customer Deliverables, or the marketing, distribution, provision or use thereof, infringes or violates, or constitutes a misappropriation of, any Intellectual Property rights of any person or entity. None of the Internal Systems, or the use thereof, infringes or violates, or constitutes a misappropriation of, any Intellectual Property rights of any person or entity. Section 2.13(c) of the Disclosure Schedule lists any complaint, claim or notice, or written threat thereof, received by the Company alleging any such infringement, violation or misappropriation; and the Seller has provided to the Buyer complete and accurate copies of all written documentation in the possession of the Seller or the Company relating to any such complaint, claim, notice or threat. The Seller has provided to the Buyer complete and

accurate copies of all written documentation in the possession of the Seller or the Company relating to claims or disputes known to the Seller concerning any Company Intellectual Property.

(d) Section 2.13(d) of the Disclosure Schedule identifies each license or other agreement pursuant to which the Company has licensed, distributed or otherwise granted any rights to any third party with respect to, any Company Intellectual Property. Except as described in Section 2.13(d) of the Disclosure Schedule, the Company has not agreed to indemnify any person or entity against any infringement, violation or misappropriation of any Intellectual Property rights with respect to any Customer Deliverables.

(e) Section 2.13(e) of the Disclosure Schedule identifies each item of Company Intellectual Property that is owned by a party other than the Company, and the license or agreement pursuant to which the Company uses it (excluding off-the-shelf software programs licensed by the Seller pursuant to "shrink wrap" licenses).

(f) The Company has not disclosed the source code for the Software or other confidential information constituting, embodied in or pertaining to the Software to any person or entity, except pursuant to the agreements listed in Section 2.13(f) of the Disclosure Schedule, and the Company has taken reasonable measure to prevent disclosure of such source code.

(g) All of the copyrightable materials (including Software) incorporated in or bundled with the Customer Deliverables have been created by employees of the Company within the scope of their employment by the Company or by independent contractors of the Company who have executed agreements expressly assigning all right, title and interest in such copyrightable materials to the Company. No portion of such copyrightable materials was jointly developed with any third party.

(h) The Customer Deliverables and the Internal Systems are free from significant defects or programming errors and conform in all material respects to the written documentation and specifications therefor.


[REDACTED]

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written.

EXACT HOLDING NORTH AMERICA, INC.

By:   
Title: President

KEWILL SYSTEMS, INC.

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

KEWILL SYSTEMS PLC

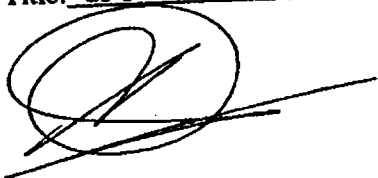
By: \_\_\_\_\_  
Title: \_\_\_\_\_

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The undersigned, Exact Holding N.V., is executing this Stock Purchase Agreement solely in connection with the provisions of Section 6.7.

EXACT HOLDING N.V.

By: H.L.L. Groenewegen  
Title: CFO



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

EXACT HOLDING NORTH AMERICA, INC.

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

KEWILL SYSTEMS, INC.

Barbara Moorhouse  
By: Barbara Moorhouse  
Title: Group Finance Director

KEWILL SYSTEMS PLC

Barbara Moorhouse  
By: Barbara Moorhouse  
Title: Group Finance Director

\*\*\*\*\*

The undersigned, Exact Holding N.V., is executing this Stock Purchase Agreement solely  
in connection with the provisions of Section 6.7.

EXACT HOLDING N.V.

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

BOSTON 1401755v7

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