

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Security Agreement
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Made2Manage Systems, Inc.		12/27/2004	CORPORATION: INDIANA

**RECEIVING PARTY DATA**

Name:	Comerica Bank
Street Address:	333 W. Santa Clara Street
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	Bank: MICHIGAN

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2577527	M2M
Registration Number:	2569093	M2MEPORT
Registration Number:	1602007	MADE 2 MANAGE
Registration Number:	2098799	MADE2MANAGE
Registration Number:	2151683	NOTIFIER
Registration Number:	2379757	TIME2VALUE
Registration Number:	2207602	VENDOR VIEW
Registration Number:	2600251	VIPSITE

**CORRESPONDENCE DATA**

Fax Number: (617)951-8736  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617-951-8000  
 Email: eileen.sullivan@bingham.com  
 Correspondent Name: Eileen Sullivan  
 Address Line 1: Bingham McCutchen LLP

OP \$215.00 2577527

Address Line 2: 150 Federal Street  
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Eileen Sullivan
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Signature:	/eileen sullivan/
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Date:	01/03/2005
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Total Attachments: 18  
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of December 27, 2004, is entered into by and between **MADE2MANAGE SYSTEMS, INC.**, an Indiana corporation (hereinafter, together with its successors in title and assigns, called the "**Grantor**"), and **COMERICA BANK**, a bank organized under the laws of the State of Michigan (hereinafter, together with its successors in title and assigns, called the "**Lender**").

**Statement of Facts**

A. Pursuant to the Loan and Security Agreement, dated as of the date hereof, by and between the Grantor and the Lender (as amended, modified, supplemented or restated and in effect from time to time, the "**Loan Agreement**"), the Lender has agreed to make advances to the Grantor (collectively, the "**Advances**").

B. In order to induce the Lender to enter into the Loan Agreement and other Loan Documents and to make Advances and other Credit Extensions to the Grantor upon the terms and subject to the conditions contained in the Loan Agreement, the Grantor has agreed, upon the terms contained in the Loan Agreement, to grant to the Lender continuing security interests in and Liens upon all Intellectual Property Collateral (as hereinafter defined) of the Grantor in order to secure all of the Loan Obligations (as defined below).

C. The Grantor has granted to the Lender continuing security interests in and Liens upon all of the Intellectual Property Collateral of the Grantor pursuant to and upon the terms and conditions contained in the Loan Agreement and the Security Agreement, dated as of the date hereof, by and among the Grantor, its Subsidiaries party thereto, the Parent Company, and the Lender (as amended, modified, supplemented or restated and in effect from time to time, the "**Security Agreement**").

D. Upon the terms contained in the Loan Agreement and the Security Agreement, the Grantor has agreed to execute and deliver to the Lender this Intellectual Property Security Agreement, which is supplemental to the Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby absolutely, unconditionally and irrevocably agrees with the Lender as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Loan Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) **"Intellectual Property Collateral"** shall mean all of the right, title and interest of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Trademarks and all Trademark licenses to which it is a party, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents and all Patent licenses to which it is a party, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights and all Copyright licenses to which it is a party, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all divisions, reissues, continuations, extensions or renewals of each of the foregoing;

(v) all goodwill of the businesses of the Grantor and of its Subsidiaries connected with the use of, or otherwise symbolized by, each Trademark, Trademark license, Patent, Patent license, Copyright and Copyright License; and

(vi) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement or dilution of any Trademark or Trademark licensed under any Trademark license, (B) injury to any goodwill associated with any Trademark or any Trademark licensed under any Trademark license, (C) infringement of any Patent or any Patent licensed under any Patent license, (D) injury to any goodwill associated with any Patent or any Patent licensed under any Patent license, (E) infringement of any Copyright or any Copyright licensed under any Copyright license, or (F) injury to any goodwill associated with any Copyright or any Copyright licensed under any Copyright license.

(b) **"Loan Agreement"** and **"Security Agreement"** shall have the meanings given to such terms in the Statement of Facts above.

(c) **"Loan Obligations"** shall mean any and all of the Obligations (as that term is defined in the Loan Agreement).

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the U.C.C. to the extent that such other terms are used or defined therein. References to the Loan Agreement or Security Agreement include any amendment, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the

Advances, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all and each of the Loan Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Lender a continuing security interest in and Lien upon all of the right, title and interest of the Grantor to, in and under the Intellectual Property Collateral.

3. **Representations and Warranties.** The Grantor represents and warrants to the Lender that, as of the Closing Date, the Grantor does not have any ownership interest in, or title to, any registered Trademark, Trademark application, registered Patent, Patent application, registered Copyright or Copyright application, **except** as set forth in **Schedule I**, **Schedule II** and **Schedule III** hereto. This Intellectual Property Security Agreement is effective to create valid and continuing security interests in and Liens upon, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of appropriate financing statements in the State of Indiana, perfected Liens in favor of the Lender on, the Grantor's Patents, Trademarks and Copyrights, to the extent such perfection can be achieved by making such filings; and such perfected security interests and Liens shall be enforceable as such as against any and all creditors of or purchasers from the Grantor.

4. **Covenants.** The Grantor covenants and agrees with the Lender that, from and after the date of this Intellectual Property Security Agreement and until the Termination Date (as defined in **Section 2.8(a)** of the Security Agreement):

(a) In the event that the Grantor shall file any application for the registration of any Trademark, Patent or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency of the United States, any State thereof or any other jurisdiction, domestic or foreign, the Grantor shall (i) notify the Lender promptly in writing of the filing of any such application, and (ii) promptly upon request of the Lender, execute and deliver to the Lender a supplement hereto (in form and substance reasonably satisfactory to the Lender) to evidence Lender's security interests in and Liens upon such Trademark, Patent or Copyright, and all of the general intangibles of the Grantor relating thereto or represented thereby.

(b) The Grantor shall take all actions necessary or appropriate to maintain and pursue each such application, to obtain the relevant registration and to maintain the registration of each of the Trademarks, Patents and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation

proceedings, except, in each case, as otherwise permitted or provided by the Security Agreement or otherwise consented to by the Lender.

(c) In the event that the Grantor shall become aware that any of the Intellectual Property Collateral owned by the Grantor is infringed upon, or misappropriated or diluted by any third party, the Grantor shall, unless the Grantor shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations, promptly take all appropriate action, which may include suing for infringement, misappropriation or dilution to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other action as the Lender shall deem reasonably appropriate under the circumstances to protect such Intellectual Property Collateral.

5. **Security Agreement.** The security interests and Liens granted by the Grantor to the Lender pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by the Grantor to the Lender pursuant to the Loan Agreement and the Security Agreement. The Grantor and the Lender expressly agree that each of the security interests and Liens granted under this Intellectual Property Security Agreement, the Loan Agreement and the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the U.C.C. and other applicable law. The exercise by the Lender of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and also the Loan Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Loan Agreement and the Security Agreement, then the terms and conditions of the Loan Agreement and the Security Agreement shall prevail.

6. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Loan Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Loan Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and not so rescinded, reduced, restored or returned.

7. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon

any other party hereto any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Loan Agreement.

8. **Termination.** Subject always to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date. Upon any termination of the Liens created hereunder upon the Termination Date, the Lender shall, at the sole cost and expense of the Grantor, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the termination of the Liens created hereby.

9. **Choice Of Law And Venue; Jury Trial Waiver.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA. EACH OF THE GRANTOR AND THE LENDER HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA. EACH OF THE LENDER AND THE GRANTOR ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY THE LENDER OR THE GRANTOR, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH OF THEM. EACH OF THE PARTIES HERETO HEREBY AGREES TO BE BOUND BY THE REFERENCE PROVISION SET FORTH IN SECTION 12 OF THE LOAN AGREEMENT, WHICH REFERENCE PROVISION IS HEREBY INCORPORATED HEREIN BY REFERENCE WITH THE SAME FULL FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL.

10. **Expenses.** In the event that the Grantor shall fail to comply with the provisions of this Intellectual Property Security Agreement or any other Collateral Document, such that the value of any Intellectual Property Collateral or the validity, perfection, rank or value of any Liens created hereunder is thereby materially diminished or potentially materially diminished or put at risk, the Lender may, but shall not be required to, effect such compliance on behalf of the Grantor, and the Grantor shall reimburse the Lender for all of the costs and expenses thereof on demand by the Lender.

11. **Delivery by Facsimile.** Delivery of the signature pages to this Intellectual Property Security Agreement by facsimile shall be as effective as delivery of manually executed counterparts of this Agreement.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)**

**\*\*Signature Page to Intellectual Property Security Agreement follows\*\***



-7-

IN WITNESS WHEREOF, the Grantor has caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

**The Grantor:**

MADE2MANAGE SYSTEMS, INC.

By:   
Name: Katherine Kinder  
Title: Vice President

**The Lender:**

COMERICA BANK

By: \_\_\_\_\_  
Name: William Sweeney  
Title: Senior Vice President

**\*\*Signature Page to Intellectual Property Security Agreement\*\***

IN WITNESS WHEREOF, the Grantor has caused this **INTELLECTUAL PROPERTY SECURITY AGREEMENT** to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

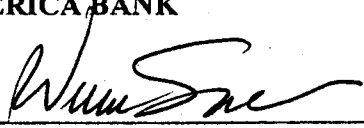
**The Grantor:**

**MADE2MANAGE SYSTEMS, INC.**

By: \_\_\_\_\_  
Name: Katherine Kinder  
Title: Vice President

**The Lender:**

**COMERICA BANK**

By:  \_\_\_\_\_  
Name: William Sweeney  
Title: Senior Vice President

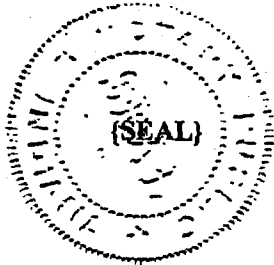
**\*\*Signature Page to Intellectual Property Security Agreement\*\***

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF INDIANA )  
 )  
COUNTY OF MARION )

On this 27 day of December, 2004, before me, the undersigned notary public, personally appeared Katherine Kinder, as Vice President of MADE2MANAGE SYSTEMS, INC., proved to me through satisfactory evidence of identification, which was DRIVERS LICENSE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Vice President of said corporation.

*Andreanne Phillippe*  
Notary Public  
My commission expires: 4-23-2010



**SCHEDULE I**

To

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. TRADEMARK REGISTRATIONS.**

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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**See attached.**

**II. TRADEMARK APPLICATIONS.**

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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**See attached.**

**III. TRADEMARK LICENSES.**

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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**None.**

Date:

**TRADEMARKS**

All **TRADEMARKS** listed below are owned by **MADE2MANAGE SYSTEMS, INC.**

**"Pending"** status indicates applications that are in process and not yet registered.

<b><u>U.S. FEDERAL</u></b>					
<b>TRADEMARKS</b>					
<b>Reference #</b>	<b>Filed</b>	<b>Appl#</b>	<b>Regdt</b>	<b>Reg#</b>	<b>Status</b>
<b>M2M</b>					
T01699US0	08/04/2000	76/103,155	06/11/2002	2,577,527	REGISTERED
<b>M2M (and Design)</b>					
T02077US0					PROPOSED
<b>M2M (Stylized)</b>					
T02076US0					PROPOSED
<b>M2MEPORT</b>					
T01697US0	03/08/2000	75,938,118	05/14/2002	2,569,093	REGISTERED
<b>MADE2MANAGE</b>					
T96-900-US	06/12/1989	73/806,122	06/19/1990	1,602,007	REGISTERED

Date: 1

<u>U.S. FEDERAL</u>					
<b>TRADEMARKS</b>					
Reference #	Filed	Appl#	Regdt	Reg#	Status
<b>MADE2MANAGE (Stylized)</b>					
T96-914-US	03/11/1996	75/070,073	09/23/1997	2,098,799	REGISTERED
<b>NOTIFIER</b>					
T96-909-US	03/11/1996	75/070,054	04/21/1998	2,151,683	REGISTERED
<b>TIME2LEARN</b>					
T02084US0					PROPOSED
<b>TIME2VALUE</b>					
T01558US0	11/03/1999	75/839,201	08/22/2000	2,379,757	REGISTERED
<b>VENDORVIEW</b>					
T96-960-US	03/18/1997	75/259,566	12/01/1998	2,207,602	REGISTERED
<b>VIPSITE</b>					
T01890US0	07/21/2000	76/094,226	07/30/2002	2,600,251	REGISTERED

**SCHEDULE II**

To

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. PATENT REGISTRATIONS.**

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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**See attached.**

**II. PATENT APPLICATIONS.**

<u>Patent Application No.</u>	<u>Reg. No.</u>	<u>Date</u>
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**See attached.**

**III. PATENT LICENSES.**

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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**None.**

Date:

**PATENTS**

All PATENTS listed below are owned by MADE2MANAGE SYSTEMS, INC.

<u>U.S. FEDERAL</u>					
PATENTS					
Reference #	Type	Filed	Serial #	Issued	Patent #
<b>RAPID REGENERATION MATERIALS REQUIREMENT PLANNING SYSTEM</b>					
P96-557-US-A	FCA	01/24/1997	08/787,253	09/12/2000	6,119,102
<b>NAVIGATIONAL INTERFACE FOR ERP SYSTEMS</b>					
P00240US2	DCA	01/05/2001	09/743,152		
P00240W01	CEQ	10/22/1999	PCT/US99/24859		
<b>END-TO-END TRANSACTION PROCESSING AND STATUSING SYSTEM AND METHOD</b>					
P00507US0	NEW				
P00510US1	FCA	08/13/2001	09/928,863		



**SCHEDULE III**

To

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. COPYRIGHT REGISTRATIONS.**

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
<b><u>See attached.</u></b>		

**II. COPYRIGHT APPLICATIONS.**

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
<b><u>See attached.</u></b>		

**III. COPYRIGHT LICENSES.**

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
<b><u>None.</u></b>		

Date: 1

### COPYRIGHTS

All COPYRIGHTS listed below are owned by MADE2MANAGE SYSTEMS, INC.

<u>U.S. FEDERAL</u>				
COPYRIGHTS				
Reference #	Filed	RegDt	Reg#	
<b>MADE2MANAGE FOR WINDOWS v. 3.02</b>				
T01359990	04/08/1999	04/13/1999	TX4-961-780	RE
<b>MADE2MANAGE FOR WINDOWS V1.05</b>				
T00885990		03/29/1996	TX4-253-352	RE
<b>MADE2MANAGE FOR WINDOWS V3.2 VFP</b>				
T026159900	07/31/2003	08/01/2003	TX5-776-252	RE
<b>MADE2MANAGE FOR WINDOWS VERSION 2.1</b>				
T01107990	07/22/1998	07/23/1998	TX4-743-415	RE
<b>MADE2MANAGE V3.11 SQL</b>				
T026179900	07/31/2003	08/01/2003	TX5-776-253	RE
<b>MADE2MANAGE V3.5 SP 1 VFP</b>				
T026169900	07/31/2003	08/01/2003	TX5-776-255	RE

Date:

<u>U.S. FEDERAL</u>				
COPYRIGHTS				
Reference #	Filed	RegDt	Reg#	
<b>MADE2MANAGE V4.01 SP 9 SQL</b>				
T026189900	07/31/2003	08/01/2003	TX5-776-250	RE
<b>MADE2MANAGE V5.0 SQL</b>				
T026199900	07/31/2003	08/01/2003	TX5-776-251	RE
<b>MADE2MANAGE V5.02 SP 5 SQL</b>				
T026209900	07/31/2003	08/01/2003	TX5-776-254	RE
<b>MADE2MANAGE VERSION 3.02</b>				
		04/13/1999	TX4-961-780	RE
<b>MADE2MANAGE VERSION 3.10</b>				
T01597990	03/21/2000	02/21/2001	TX5-225-514	RE
<b>MADE2MANAGE FOR WINDOWS 3.5 GA</b>				
T026329900	08/07/2003	08/08/2003	TX5-776-259	RE
<b>MADE2MANAGE FOR WINDOWS: ADVANCED MANUFACTURING SOFTWARE THAT PUTS YOU IN CONT</b>				
		03/29/1996	TX4-253-352	RE

Date: 1

<u>U.S. FEDERAL</u>				
COPYRIGHTS				
Reference #	Filed	RegDt	Reg#	
<b>MADE2MANAGE SQL 4.01 GA</b>				
T026339900	08/07/2003	08/08/2003	TX5-776-260	RE
<b>MADE2MANAGE SQL 5.02 GA</b>				
T026349900	08//07/2003	08/08/2003	TX5-776-258	RE
<b>MADE2MANAGE ENTERPRISE BUSINESS SYSTEM</b>				
		02/12/2004	TX5-957-440	RE
<b>MADE2MANAGE SYSTEMS: SYNC 5.0</b>				
		08/20/2003	TX5-838-974	RE
<b>MADE2MANAGE SYSTEMS DOCUMENTATION APL &amp; DPL V 4.0</b>				
		08/20/2003	TX5-817-856	RE
<b>MADE2MANAGE SYSTEMS DOCUMENTATION APL &amp; DPL V 3.0</b>				
		08/20/2003	TX5-817-855	RE
<b>MADE2MANAGE SYSTEMS: V. 3.5 SPL</b>				
		08/01/2003	TX5-776-255	