

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FINMATICA LIMITED		01/04/2005	CORPORATION: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INFOR INTERNATIONAL LIMITED		
<b>Street Address:</b>	PO BOX 309 GT		
<b>Internal Address:</b>	UGLAND HOUSE, SOUTH CHURCH STREET		
<b>City:</b>	GEORGE TOWN, GRAND CAYMAN		
<b>State/Country:</b>	CAYMAN ISLANDS		
<b>Entity Type:</b>	CORPORATION: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2160377	MERCIALINCS	
Registration Number:	2394834	MERCIALINCS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)861-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3128612000		
<b>Email:</b>	dgasiorowski@kirkland.com		
<b>Correspondent Name:</b>	Donna R. Gasiorowski, Sr. Legal Asst.		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		
<b>Address Line 2:</b>	200 East Randolph Drive		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Tracy L. Reilly		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		

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Address Line 2: 200 East Randolph Drive  
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Donna R. Gasiorowski
Signature:	/Donna R. Gasiorowski/
Date:	02/03/2005

**Total Attachments: 6**

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**DEED OF ASSIGNMENT**

**THIS DEED OF ASSIGNMENT** is made the 4 day of JANUARY 2005.

**BETWEEN:**

- (1) **FINMATICA LIMITED (IN ADMINISTRATION)** (formerly known as **MERCIA SOFTWARE LIMITED**), a company incorporated and registered in England and Wales with company number 01868855) whose registered office is at c/o KPMG LLP, 2 Cornwall Street, Birmingham, B3 2DL (the "**Assignor**") acting by its administrators Mark Jeremy Orton and Allan Watson Graham of KPMG LLP, 2 Cornwall Street, Birmingham, B3 2DL (the "**Administrators**");
- (2) **INFOR INTERNATIONAL LIMITED** a company incorporated and registered in the Cayman Islands with company number 116883 whose registered office is at PO Box 309 GT, Ugland House, South Church Street, George Town, Grand Cayman, Cayman Islands (the "**Assignee**"); and
- (3) The **ADMINISTRATORS**.

**Recitals:**

- (A) The Administrators were appointed administrators of the Assignor by an appointment dated 29 November 2004 following an application by the directors of the Assignor dated 26 November 2004.
- (B) Pursuant to the terms of an administration assets sale agreement of even date herewith, the Assignor has agreed to assign to the Assignee and the Assignee has agreed to accept an assignment of the Intellectual Property Rights and the Goodwill (as such terms are defined below).
- (C) This Deed sets out the terms and conditions on which the parties have agreed that this assignment should take effect.

**THIS DEED WITNESSES AS FOLLOWS:**

**1. INTERPRETATION**

- 1.1 In this Deed the following terms shall have the following meanings:

"**Effective Date**" means the date of this Assignment;

"**Goodwill**" means the goodwill associated with the Trade Marks and/or the trade marks together with the exclusive right as between the parties to represent the Assignee as carrying on the Business in succession to the Assignor;

**"Business"** means the business or businesses of the Assignor of the development and supply of computer systems, associated hardware and support services;

**"Intellectual Property Rights"** means the patents, trade marks (including without limitation, the Trade Marks), registered designs, unregistered designs, copyrights (including without limitation copyright in source codes), database rights, utility models, rights in inventions, confidential information and business names; applications for any of the foregoing and the right to apply therefor in any part of the world, and all extensions and renewals thereof; any similar rights in any country; all rights in the Software, drawings, blueprints, plans, specifications, data, descriptive matter, computer codes, system designs, documents, system architecture, database models/structure, object codes, technical manuals, user manuals, technical files and reports, designs and the benefit of all design development work and research, to the extent that they are owned by the Assignor at the Effective Date subject in each case to all licences and sub-licences granted by the Assignor in respect of the same;

**"Software"** means the software products called Mercia-lincs Enterprise (MLE) and Mercia-lincs PC (MPC); and

**"Trade Marks"** means the trade marks for which details are set out in Schedule 1 together with all other trade mark applications and registrations for the trade marks "MERCIALINCS", "MERCIA-LINCS" and "MERCIA LINCS" owned by the Assignor, any logo associated therewith, or any variant thereof in the name of the Assignor or in one of its former corporate names, in any jurisdiction.

## 2. ASSIGNMENT

2.1 The Assignor with limited title guarantee hereby assigns to the Assignee absolutely on a worldwide basis with effect from the Effective Date all its right, title and interest in and to

- (i) the Intellectual Property Rights; and
- (ii) the Goodwill,

together with all statutory and common law rights attaching thereto which may be vested in the Assignor, including the right for the Assignee to sue for damages and other remedies in respect of any infringements or misuse of any of the Intellectual Property Rights or the Goodwill which may have occurred prior to the Effective Date and to retain any damages obtained as a result of any action.

## 3. FURTHER ASSURANCE

3.1 The Assignor and the Administrators shall for a period of 6 months after the date of this Assignment (at the Assignee's reasonable expense) promptly execute and deliver all such documents, and do all things, as the Assignee may from time to time reasonably require for the purpose of giving full effect to the provisions of this Deed.

3.2 Without limitation to the foregoing, the Assignor and the Administrators (at the Assignee's reasonable expense) shall for a period of 6 months after the date of this Assignment execute all such documents prepared by the Assignee necessary to record the Assignor's change of name from "Mercia Software Limited" to "Finmatica Limited" with the relevant trade mark registries in respect of the Trade Marks.

**4. LIMITATION OF LIABILITY**

4.1 The parties hereby agree that neither the Administrator nor the Administrator's firm or its employees, agents or advisors shall incur any personal liability under this Assignment or under or in relation to any associated arrangements whether such liability arises under statute or otherwise howsoever.

**5. GOVERNING LAW AND JURISDICTION**

5.1 This Deed shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising in relation to this Deed.

IN WITNESS WHEREOF, this Deed has been executed by the parties hereto as of and on the date first above written.

**EXECUTED AS A DEED**

By one of the joint Administrators  
on behalf of  
**FINMATICA LIMITED**  
(IN ADMINISTRATION)  
Acting without personal liability  
in the presence of:

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)



Duly authorized for  
~~EXECUTED AS A DEED~~ <sup>272</sup>  
by **INFOR INTERNATIONAL LIMITED**  
in the presence of:  
Nigel Dunmore  
KIRKLAND KELLIS INTERNATIONAL LLP

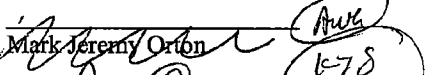

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Director  
  
Director/Secretary

Tower 42  
25 OLD BROAD STREET LONDON EC2N 1HQ

**EXECUTED AS A DEED**  
by the ADMINISTRATORS  
without personal liability

  
Mark Jeremy Orton  
  
Allan Watson-Graham

*AWG*  
*1-78*

**SCHEDULE 1**

**The Trade Marks**

Country	Trade Mark	Registration No./Application No.	Registrant/Applicant	Application date	Registration date	Specification
United Kingdom	MERCIA-LINCS	Registration No.: 2026584	Mercia Software Limited	11 July 1995	13 September 1996	International Class 9: computer software, computer hardware, data-processing equipment and apparatus, magnetic data carriers.
Community Trade Mark	MERCIALINCS (logo)	Registration No.: 000434852	Mercia Software Limited	17 January 1997	24 September 1998	International Class 9: computer software, computer hardware, data-processing equipment and apparatus, magnetic data carriers.  International Class 41: Provision of training, arranging and conducting seminars and training, supply chain planning education.  International Class 42: Consultancy in the field of computer hardware and software, computer programming, computer software design and updating.
United States	MERCIALINCS	Registration No.: 2160377	Mercia Software Limited	18 April 1997	26 May 1998	International Class 9: Computer software for supply chain planning.
United States	MERCIALINCS (logo)	Registration No.: 2394834	Mercia Software Limited	15 December 1998	17 October 2000	International Class 9: Computer software for supply chain planning.

Country	TradeMark	Registration No./Application No.	Registrant/Applicant	Application date	Registration date	Specification
Indonesia	MERCIALINCS (logo)	Registration No.: 416.351	Mercia Software Limited	4 August 1997	12 May 1998	Software and hardware (computer), data processing apparatus, magnetic data media apparatus, scientific, nautical, surveying and electrical apparatus and instruments (including wireless), photographic, cinematographic, optical, weighing, measuring, signaling, checking (supervision), lifesaving and teaching apparatus and instruments, coin or counter-freed apparatus, talking machines, cash registers, calculating machines, fire extinguishing apparatus.
Hong Kong	MERCIALINCS (logo)	Registration No.: 03129/1998	Mercia Software Limited	Unclear	Unclear. Trade Mark registration was due for renewal on 4 July 2004. It is unclear if the registration was renewed.	
China	MERCIALINCS (logo)	Registration No.: 1237063	Mercia Software Limited	Unclear	7 January 1999	International Class 9: Computer software (recorded), computer hardware, data-processing equipment and apparatus, magnetic data carriers.