



**Trademark Registration Nos.**

2,577,527

2,569,093

1,602,007

2,098,799

2,151,683

2,379,757

2,207,602

2,600,251

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Release") is made and effective as of the date indicated below and is granted by **WELLS FARGO FOOTHILL, INC.**, a California corporation, with offices at One Boston Place, 18<sup>th</sup> Floor, Boston, Massachusetts 02108 ("Releasor"), in favor of **MADE2MANAGE SYSTEMS, INC.**, an Indiana corporation ("Releasee").

**WHEREAS**, pursuant to that certain Loan and Security Agreement, dated as of August 8, 2003 (as amended, replaced, superseded or otherwise modified from time to time, the "Security Agreement"), by and among Releasee; Releasor; and the certain other parties described therein, Releasor agreed to make loans and other financial accommodations to Releasee;

**WHEREAS**, pursuant to the Security Agreement, Releasee executed that certain Trademark Security Agreement, dated as of August 8, 2003 (as amended, replaced, superseded or otherwise modified from time to time, the "Trademark Security Agreement") in favor of Releasor, pursuant to which Releasee granted to Releasor a lien upon and security interest in, among other things, Releasee's right, title and interest in and to the following property of Releasee, whether then owned or thereafter acquired to secure the payment and performance of the Obligations (as defined in the Security Agreement) (collectively, the "Trademark Collateral"):

- (i) all common law, state and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by the Releasee, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified and accepted Statement of Use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A attached hereto and any and all variations thereof (as such schedule may be amended, modified or supplemented from time to time), and, subject to the terms and provisions of the Trademark Security Agreement, the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of the Releasee or in the name of the Releasor or in the name of the Releasor for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

- (ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;
- (iii) all general intangibles (as defined in the UCC) related to or arising out of any of the Trademarks and all the goodwill of the Releasee's business symbolized by the Trademarks or associated therewith; and
- (iv) all proceeds of any and all of the foregoing;

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 2797/Frame 960 on August 8, 2003; and

**WHEREAS**, Releasee has requested that Releasor release and discharge fully its security interest in and to the Trademark Collateral conveyed to Releasor pursuant to the Security Agreement and the Trademark Security Agreement (the "Security Interest").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest in and to the Trademark Collateral conveyed to Releasor (if any) pursuant to the Security Agreement or the Trademark Security Agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasee.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the 13 day of December 2004.

WELLS FARGO FOOTHILL, INC.

By: Marc E. Swartz

Name: MARC E. SWARTZ

Title: SENIOR VICE PRESIDENT

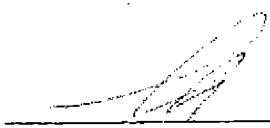
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Massachusetts

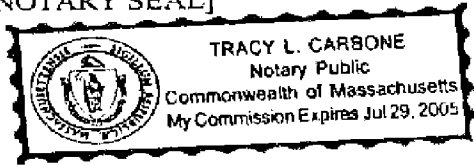
ss.:

COUNTY OF Suffolk

On this 23 day of December 2004, before me, the undersigned, personally appeared Tracy L. Carbone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



[NOTARY SEAL]



**SCHEDULE A**

<b><u>TRADEMARK</u></b>	<b><u>REGISTRATION/APPLICATION NUMBER</u></b>
M2M	2,577,527
M2MEPORT	2,569,093
MADE2MANAGE	1,602,007
MADE2MANAGE (stylized)	2,098,799
NOTIFIER	2,151,683
TIME2VALUE	2,379,757
VENDORVIEW	2,207,602
VIPSITE	2,600,251