

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark OfficeRECORDATION 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):

WELLS FARGO FOOTHILL, INC.

☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation (California)  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 2. Name and Address of receiving party(ies)

INFOR GLOBAL SOLUTIONS PROZESSINDUSTRIE  
GMBH

Address: c/o INFOR GLOBAL SOLUTIONS  
 11720 AMBER PARK DRIVE  
 SUITE 400  
 ALPHARETTA, GA 30004

## 3. Nature of conveyance:

☐ Assignment                      ☐ Merger  
☐ Security Agreement              ☐ Change of Name  
☒ Other - **RELEASE OF SECURITY INTEREST**

Execution Date: April 18, 2005

☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation (Germany)  
☐ Other - \_\_\_\_\_

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

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2426673 (BLENDING)

Additional numbers attached? ☐ Yes ☒ No

## 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 (Facsimile)

## 6. Total number of applications and registrations involved: 1

## 7. Total fee (37 CFR 3.41)..... \$ 40

☐ Enclosed☒ Authorized to be charged to Deposit Account

## 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

Name of Person Signing

Hayley Smith

Signature

4/21/05

Date

Total number of pages including cover sheet, attachments, and document: 6

CH \$40.00 111098 2426673

**RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of April 18, 2005 ("Effective Date") by WELLS FARGO FOOTHILL, INC., a California corporation ("Grantee"), in favor of INFOR GLOBAL SOLUTIONS PROZESSINDUSTRIE GMBH (formerly known as Incodev Software-Entwicklung GmbH), a company organized under the laws of Germany ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Amended and Restated Loan and Security Agreement, dated as of February 18, 2004, as amended by that certain Amendment Number One to Amended and Restated Loan and Security Agreement, dated as of March 17, 2004, as amended by that certain Amendment Number Two to Amended and Restated Loan and Security Agreement, dated as of May 28, 2004, as amended by that certain Amendment Number Three to Amended and Restated Loan and Security Agreement, dated as of June 8, 2004, and as further amended, restated, supplemented or otherwise modified from time to time, (the "Loan Agreement"), Grantee, as agent for the Lenders (as defined therein), holds a Lien (as such term is defined in the Loan Agreement and the Security Agreement, defined below) against all intellectual and industrial property rights owned by Grantor (collectively, the "Collateral");

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of August 31, 2004 by and among Grantor (the "Security Agreement"), and Grantee, as agent for the Lenders, as such term is defined in the Security Agreement, Grantor assigned, transferred and conveyed to Grantee, and granted to Grantee, a security interest and mortgage in all of Grantor's right, title and interest in and to the Trademark Collateral (as such term is defined in the Security Agreement);

WHEREAS, the Security Agreement was not recorded with the United States Patent and Trademark Office;

WHEREAS, pursuant to the terms and conditions of that certain Termination and Release Agreement dated as of April 18, 2005, the Required Lenders have consented to the release of the Lien on the Collateral including, without limitation, the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on Schedule A hereto (the "Trademarks"); and

WHEREAS, Grantee desires to release its Lien in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. Grantee's Lien in the Collateral, including, without limitation, the Trademark Collateral granted pursuant to any Loan Document (as defined in the Loan Agreement), is hereby terminated and released.

2. Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or

otherwise, in and to any mortgage and continuing security interest and collateral assignment in the Collateral, including without limitation the entire right, title and interest in and to the Trademark Collateral, including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world and the goodwill of the business to which the Trademark Collateral relates.

3. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release.

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**WELLS FARGO FOOTHILL, INC.**

By: Nicholas S. Stuart

Name: Nicholas S. Stuart

Title: VP

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL]

**SCHEDULE A**  
**TRADEMARK REGISTRATIONS**

**U.S. Trademark Registrations**

<b>BLENDING</b>	<b>U.S.</b>	<b>2,426,673</b>
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**Foreign Trademark Registrations**

<b>BLENDING</b>	<b>Canada</b>	<b>TMA551604</b>
<b>BLENDING</b>	<b>Germany</b>	<b>49740415.8/42</b>
<b>BLENDING</b>	<b>E.U.</b>	<b>1,365,500</b>

SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL