

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ironside Technologies, Inc.		06/17/2003	CORPORATION:
RECEIVING PARTY DATA			
Name:	SSA Global Technologies, Inc.		
Street Address:	500 W. Madison		
Internal Address:	Suite 2200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2290776	IRONSIDE	
Registration Number:	2282941	IRONSIDE POWERED	
Registration Number:	2445426	IRONX	
Registration Number:	2475282	IRONWORKS	
Registration Number:	2516418	IXML	
CORRESPONDENCE DATA			
Fax Number:	(312)474-7451		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	leslie.purdy@ssaglobal.com		
Correspondent Name:	Leslie Purdy		
Address Line 1:	500 W. Madison		
Address Line 2:	Suite 2200		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Leslie Purdy		

OP \$140.00 2290776

Signature:

/Leslie Purdy/

Date:

09/13/2005

Total Attachments: 5

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COMBINATION AGREEMENT

This COMBINATION AGREEMENT (this "**Agreement**"), dated as of June 17, 2003, is made by and among: SSA Global Technologies Inc., a Delaware corporation ("**Parent**"), 36338 Yukon Inc., a corporation incorporated under the laws of the Yukon Territory and a direct wholly-owned subsidiary of Parent ("**Subco**"), In-nside Technologies Inc., a corporation continued under the laws of the Yukon Territory (the "**Company**") and Joel Kallett, in his capacity as the Shareholders' Representative. Parent, Subco, the Company and the Shareholders' Representative are each individually referred to herein as a "**Party**" and together collectively referred to herein as the "**Parties**".

W I T N E S S E T H:

WHEREAS, the respective Boards of Directors of the Company and Parent have authorized and approved this Agreement and the amalgamation of Subco and the Company (the "**Amalgamation**") pursuant to an amalgamation agreement to be entered into between Subco and the Company substantially in that form attached hereto as Exhibit C (the "**Amalgamation Agreement**"), upon the terms and subject to the conditions set forth in this Agreement and the *Business Corporations Act* (Yukon), as such law is in effect from time to time (the "**BCA**"); and

WHEREAS, the Board of Directors of the Company has determined that the Amalgamation is in the interest of its shareholders; and

WHEREAS, as inducement and a condition to Parent's willingness to enter into this Agreement, Parent, Subco and certain of the Company Shareholders have, concurrently with the Parties execution of this Agreement, entered into a Shareholder Agreement and Waiver substantially in the form attached hereto as Exhibit A (collectively, the "**Shareholder Agreements and Waivers**"), pursuant to which such Company Shareholders have agreed, among other things, to (i) be bound by Article VIII hereto and (ii) waive any error or failure on the part of the Company, if at all to call, hold or convene the Company Meeting (as hereinafter defined) in accordance with applicable Law or take any action in relation thereto.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth below, the Parties agree as follows:

ARTICLE I

DEFINITIONS

For purposes of this Agreement the following terms shall have the meanings set forth below:

"**Acquisition Proposal**" shall mean any of the following: (a) any proposal or offer (including any proposal to shareholders of the Company) from any Person or group relating to any direct or indirect acquisition or purchase of 15% or more of the consolidated assets of the Company and its Subsidiaries or 15% or more of any class of equity securities of the Company

Section 4.10. Intellectual Property.

(a) Section 4.10(a) of the Company Disclosure Letter sets forth a true and complete list of all of the (i) Registered or Owned Intellectual Property (each identified as a Patent, Trademark, Trade Secret, Copyright or Other Proprietary Right, as the case may be) and (ii) Intellectual Property Contracts (other than Customer Agreements and agreements concerning Third Party Software).

(b) All Business Intellectual Property is valid, subsisting and enforceable. No Owned Intellectual Property has been abandoned or canceled (excepting any expirations in the ordinary

course), adjudicated invalid or unenforceable, or is subject to any outstanding order, judgment or decree restricting its use or adversely affecting or reflecting the Company's or the Subsidiaries' rights thereto. To the Company's Knowledge, no Licensed Intellectual Property has been abandoned or canceled (excepting any expirations in the ordinary course), adjudicated invalid or unenforceable, or is subject to any outstanding order, judgment or decree restricting its use or adversely affecting or reflecting the Company's or the Subsidiaries' rights thereto. The Owned Intellectual Property has been marked where appropriate with notices and legends as permitted by Federal and State laws or otherwise permitted to indicate the Company's or the Subsidiaries' patent, trademark, copyright, confidential, proprietary, and other Intellectual Property rights in such Owned Intellectual Property.

(c) The Company and the Subsidiaries own or have the right to use all Intellectual Property used or contemplated to be used in the business of the Company and the Subsidiaries in accordance with their current business plans. All such rights are free of all Liens and, except as set forth in Section 4.10(c) of the Company Disclosure Letter, are fully assignable by the Company and the Subsidiaries to any Person, without payment, consent of any Person or other condition or restriction. The Business Intellectual Property constitutes all Intellectual Property necessary to operate the business of the Company and the Subsidiaries as currently conducted and as currently contemplated to be conducted in accordance with their current business plans. No Person other than the Company has any ownership interest in, or a right to receive a royalty or similar payment with respect to, any of the Owned Intellectual Property.

(d) No suit, action, reissue, reexamination, public protest, interference, arbitration, mediation, opposition, cancellation or other proceeding (collectively, "Suit") is pending concerning any claim or position that the Company or the Subsidiaries have violated any Intellectual Property rights. No claim has been threatened or asserted against the Company or the Subsidiaries or, to the Company's Knowledge, any of their indemnitees for violation of any Intellectual Property rights. To the Company's Knowledge, the Company and the Subsidiaries are not violating and have not violated any Intellectual Property rights.

(e) No Suit is pending concerning any Intellectual Property Contract, including any Suit concerning a claim or position that the Company or the Subsidiaries or another Person has breached any Intellectual Property Contract or that any Intellectual Property Contract is invalid or unenforceable. No such claim has been threatened or asserted. The Company and the Subsidiaries are in compliance with, and have conducted their business so as to comply with, all terms of all Intellectual Property Contracts. There exists no event, condition or occurrence which, with the giving of notice or lapse of time, or both, would constitute a breach or default by the Company or the Subsidiaries or, to the Company's Knowledge, another Person under any Intellectual Property Contract. Each Person who is a party to any Intellectual Property

Contract had and has all rights, power and authority necessary to enter into, be bound by and fully perform such Intellectual Property Contract. No party to any Intellectual Property Contract has given the Company or the Subsidiaries notice of its intention to cancel, terminate or fail to renew any Intellectual Property Contract. The execution and delivery of this Agreement and consummation of the transactions contemplated hereby will not result in the breach of, or create on behalf of any Person the right to terminate or modify any Intellectual Property Contract.

(f) No Suit is pending concerning the Owned Intellectual Property, including any Suit concerning a claim or position that the Owned Intellectual Property is invalid, unenforceable, unpatentable, unregistrable, cancelable, not owned or not owned exclusively by the Company or the Subsidiaries. No such claim has been threatened or asserted. To the Company's Knowledge, no valid basis for any such Suits or claims exists.

(g) To the Company's Knowledge, no Suit is pending concerning the Licensed Intellectual Property, including any Suit concerning a claim or position that the Licensed Intellectual Property has been violated or is invalid, unenforceable, unpatentable, unregistrable, cancelable, not owned or not owned exclusively by the licensor of such Intellectual Property. No Suit is pending concerning the right of the Company or the Subsidiaries to use the Licensed Intellectual Property, including any Suit concerning a claim or position that such right has been violated or is invalid, unenforceable, not owned or not owned exclusively by the Company or the Subsidiaries. To the Company's Knowledge, no such claims have been threatened or asserted and no valid basis for any such Suits or claims exists.

(h) Except as set forth in Section 4.10(h) of the Company Disclosure Letter, to the Company's Knowledge, no Person is violating any Business Intellectual Property.

(i) The Registered Owned Intellectual Property is in good standing and the Company and the Subsidiaries have timely made all filings and payments with the appropriate foreign and domestic agencies required to maintain in subsistence all Registered Owned Intellectual Property. Except as set forth in Section 4.10(i) of the Company Disclosure Letter, no due dates for filings or payments concerning the Registered Owned Intellectual Property (including office action responses, affidavits of use, affidavits of continuing use, renewals, requests for extension of time, maintenance fees, application fees and foreign convention priority filings) fall due within ninety (90) days of the Closing Date, whether or not such due dates are extendable. The Company and the Subsidiaries are in compliance with the applicable rules and regulations of such agencies with respect to Registered Owned Intellectual Property. All documentation necessary to confirm and effect the Company's and the Subsidiaries' ownership of Owned Intellectual Property, if acquired from other Persons, has been recorded in the United States Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office and other official offices, as appropriate.

(j) The Company and the Subsidiaries have taken all reasonable measures to protect the secrecy, confidentiality and value of all Trade Secrets used in their businesses (collectively, "Business Trade Secrets") (including entering into appropriate confidentiality agreements with all officers, directors, employees, and other Persons with access to the Business Trade Secrets). Except as set forth in Section 4.10(j) of the Company Disclosure Letter, none of the Business Trade Secrets have been disclosed to any Person other than

Lease dated August 24, 2001 between Ironside Technologies GmbH and K & P Liegenschaftsgesellschaft mbH, Dr. Karl Ernst Braunschweig, and Prof. Dr. Ernst Christoph Braunschweig	Approximately 353.28 square meters at Zeppelinstraße 2, 5 th Floor, 76185 Karlsruhe, Germany	Perpetually from 12/15/00 (The Company has given the requisite notice to terminate the lease effective 12/15/03)
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Section 4.10 - Intellectual Property.

Section 4.10(a)(i)

Registered Intellectual Property

Patent filings:

Canadian Patent Application Number CA 2,207,746
 International Patent Application Number PCT/CA98/00573
 European Patent Application Number 98928033.4
 Japanese Patent Application Number 11-503447 (503447/99)
 U.S. Patent Application Number 09/445,763

Canadian Federal Copyrights:

1. Ironworks (formerly Fahrenheit) Registration Date: March 13, 1997 Registration Number: 460254
2. Ironside Powered Development Kit, IDK (formerly Titanium) Registration Date: July 31, 1997 Registration Number 463524
3. IronX code (formerly Quicksilver) Registration Date: July 31, 1997 Registration Number 463525

Trademark filings:

Trademark	Country	(App No.) Reg. No.	(Application Date) Renewal Date
Ironclad	Canada	TMA505,283	December 8, 2013
Ironside	Argentina	1,861,499	February 25, 2012
Ironside	Canada	TMA484,891	October 29, 2012
Ironside	Chile	576,976	September 21, 2010
Ironside	Colombia	230,880	November 14, 2010
Ironside	Guatemala	103033, Page 318, Book 127	June 6, 2010
Ironside	Jamaica	36,046	December 22, 2006
Ironside	Mexico	644,049	February 2, 2010
Ironside	Peru	62,761	April 13, 2010
Ironside	U.S.A.	2,290,776	November 9, 2009
Ironside	European Community	1,585,454	March 31, 2010
Ironside Powered	Canada	TMA519,999	November 29, 2014

Ironside Powered	U.S.A.	2,282,941	October 5, 2009
Ironworks	Argentina	1,861,499	February 25, 2012
Ironworks	Canada	TMA 521,625	January 17, 2015
Ironworks	Chile	576,977	September 21, 2010
Ironworks	Colombia	230,881	November 14, 2010
Ironworks	Guatemala	103,033, Page 317, Book 127	June 6, 2010
Ironworks	Jamaica	36,047	December 22, 2006
Ironworks	Mexico	644,050	February 2, 2010
Ironworks	Peru	62,762	April 13, 2010
Ironworks	U.S.A.	2,475,282	August 7, 2011
Ironworks	European Community	1,585,389	March 31, 2010
IronX	Canada	TMA 532,906	September 19, 2015
IronX	U.S.A.	2,445,426	April 24, 2011
IXML	Canada	TMA 541,158	February 14, 2016
IXML	U.S.A.	2,516,418	December 6, 2011

Domain Names Registered:

1. ironside.com
2. ironside.net
3. ironsidenetwork.com
4. ironx.com

Material Unregistered Intellectual Property:

None.

Section 4.10(a)(ii)

None.

Section 4.10(b)

Although the Company has not made any formal filings, the Company has abandoned all of the patent applications listed in Section 4.10(a)(i).

The Company's Intellectual Property counsel has indicated that the Canadian Patent Application No. 2,207,746, became irrevocably abandoned on June 13, 2002, due to non-payment of the maintenance fees.

Section 4.10(c)

The following agreements contain provisions which entitle the other party to terminate the agreement upon a change of control such as the Amalgamation: