

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arzoon, Inc.		06/04/2004	CORPORATION:
Vigilance, Inc.		06/04/2004	CORPORATION:
Arzoon.com, Inc.		06/04/2004	CORPORATION:
Arzoon Asset Acquisition, Inc.		06/04/2004	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: 4

Property Type	Number	Word Mark
Registration Number:	2693916	V
Registration Number:	2737885	LIFE
Registration Number:	2779792	ARZOON
Serial Number:	76155457	1:1 PERSONAL AGENTS

CORRESPONDENCE DATA

Fax Number: (312)474-7451
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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

TRADEMARK

NAME OF SUBMITTER:	Leslie Purdy
Signature:	/Leslie Purdy/
Date:	09/13/2005

Total Attachments: 21

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"**Affiliate**" shall have the meaning set forth in Section 3.17(xviii).

"**Agreement**" shall mean this Agreement and all Schedules and Exhibits hereto.

"**Ancillary Product Materials**" shall mean all Documentation currently used or distributed by Seller in connection with the Products, including customer support materials such as support and training materials, support bulletins, and any and all data contained in the customer support organization computer system of Seller; and marketing materials relating to the Products, including sale and marketing collateral, white papers, performance benchmark reports, customer training materials, sales training materials and sales presentation materials.

"**Asset Acquisition Subsidiary**" shall have the meaning set forth in the preamble.

"**Assumed Liabilities**" shall have the meaning set forth in Section 2.3.

"**Benefit Plans**" shall have the meaning set forth in Section 3.13(h).

"**Bridge Notes**" shall have the meaning set forth in Section 2.9.

"**Business**" shall mean the business of Seller as conducted as of the Closing Date.

"**Business Day**" shall mean any day other than a Saturday, a Sunday or a day on which banks in New York, New York are authorized or obligated by law or executive order to close.

"**Business Intellectual Property**" shall mean the Owned Intellectual Property and the Licensed Intellectual Property

"**Cash Purchase Price**" shall have the meaning set forth in Section 2.5.

"**Closing**" shall have the meaning set forth in Section 2.6.

"**Closing Date**" shall have the meaning set forth in Section 2.6.

"**COBRA Coverage**" shall have the meaning set forth in Section 5.14.

"**Code**" shall mean the United States Internal Revenue Code of 1986, as amended, or any successor legislation thereto, and the regulations and rules promulgated thereunder.

"**Computer Software**" shall mean computer programs, including, but not limited to, databases and user interfaces, in source or object code versions, together with any and all Documentation related thereto.

"**Contract**" shall mean any mortgage, bond, indenture, lien, lease, franchise, license, permit, contract, agreement, obligation, trust or instrument.

"**Copyrights**" shall have the meaning ascribed to such term within the definition of Intellectual Property.

"**Customer Agreement**" shall mean an agreement between Seller and a customer with respect to a Product.

"**Debtholder Notes**" shall have the meaning set forth in Section 2.5.

"**Disabling Devices**" shall mean Computer Software viruses, time bombs, logic bombs, Trojan horses, trap doors, back doors, or other computer instructions, intentional devices or techniques that are designed to threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, maliciously encumber, hack into, incapacitate, infiltrate or slow or shut down a computer system or any component of such computer system, including any such device affecting system security or compromising or disclosing user data.

"**Documentation**" shall mean all documentation (including data entry and data processing procedures, report generation and quality control procedures), logic and designs for all programs, algorithms, edit controls, methodologies, flow charts and file layouts and written narratives of all procedures used in the coding, operation or maintenance of and customer support with respect to the Products.

"**Encumbrance**" shall mean liens, encumbrances, security interests, options, rights of first refusal, charges in respect of monetary obligations, indentures, deeds of trust, licenses to third parties, leases to third parties and security agreements.

"**Environmental Laws**" shall have the meaning set forth in Section 3.29.

"**Equipment**" shall mean all machinery, equipment, fixtures, computer hardware, furniture, office equipment, and other tangible personal property and assets owned or leased by Seller including, without limitation, manuals, maintenance records, spare parts, tooling, accessories and supplies relating to the foregoing.

"**ERISA**" shall mean the Employee Retirement Income Security Act of 1974, as amended, or any successor legislation thereto, and the regulations and rules promulgated thereunder.

"**ERISA Affiliate**" shall mean any individual, company, joint venture, firm, corporation, association, limited liability company, trust or other enterprise or any government or political subdivision or any agency, department or instrumentality thereof that, together with Seller, is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code.

"**Excluded Assets**" shall include the Excluded Assets of Parent, the Excluded Assets of Acquisition Subsidiary and the Excluded Assets of Asset Acquisition Subsidiary.

"**Excluded Assets of Acquisition Subsidiary**" shall have the meaning set forth in Section 2.2(b).

"**Excluded Assets of Asset Acquisition Subsidiary**" shall have the meaning set forth in Section 2.2(c).

"**Excluded Assets of Parent**" shall have the meaning set forth in Section 2.2(a).

"**Excluded Liabilities**" shall have the meaning set forth in Section 2.4.

"**GAAP**" shall mean United States generally accepted accounting principles.

"**Global Commerce**" shall have the meaning set forth in Section 3.32.

"**Governmental Directive**" shall have the meaning set forth in Section 3.8(b).

"**Governmental Entity**" shall mean any court, tribunal, governmental or regulatory authority, agency, department, commission, instrumentality, body or other governmental entity of the United States of America or any State or political subdivision thereof or any court or arbitrator.

"**Hazardous Materials**" shall include, without regard to amount and/or concentration (a) any element, compound, or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic pollutant, toxic or hazardous substances, extremely hazardous substance or chemical, hazardous waste, medical waste, biohazardous or infectious waste, special waste, or solid waste under Environmental Laws; (b) petroleum, petroleum-based or petroleum derived products; (c) polychlorinated biphenyls; (d) any substance exhibiting a hazardous waste characteristic including but not limited to corrosivity, ignitibility, toxicity or reactivity as well as any radioactive or explosive materials; and (e) any raw materials, building components, including but not limited to asbestos-containing materials and manufactured products containing Hazardous Materials.

"**Indemnified Party**" shall have the meaning set forth in Section 8.1(d).

"**Indemnifying Party**" shall have the meaning set forth in Section 8.1(d).

"**Indemnity Threshold**" shall have the meaning set forth in Section 8.1(f).

"**Intellectual Property**" shall mean all (i) foreign and domestic trademarks, service marks, brand names, certification marks, collective marks, d/b/a's, Internet domain names, logos, symbols, trade dress, assumed names, fictitious names, trade names, and other indicia of origin, all applications and registrations for all of the foregoing, and all goodwill associated therewith and symbolized thereby, including without limitation all extensions, modifications and renewals of same (collectively, "**Trademarks**"); (ii) foreign and domestic inventions, discoveries and ideas, whether patentable or not, and all patents, registrations, and applications therefor, including without limitation divisions, continuations, continuations-in-part and renewal applications, and including without limitation renewals, extensions and reissues (collectively, "**Patents**"); (iii) confidential and proprietary information, trade secrets and know-how, including without limitation processes, schematics, databases, formulae, drawings, prototypes, models, designs and customer lists (collectively, "**Trade Secrets**"); (iv) foreign and domestic published and unpublished works of authorship, whether copyrightable or not (including, without limitation, Computer Software), copyrights therein and thereto, and registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof (collectively, "**Copyrights**"); and (v) electronic data processing, information, recordkeeping, communications, telecommunications, networking, account management, inventory management and other applications, software, hardware and equipment (including all

... (firmware and related documentation) and Internet websites and related content
... (collectively, "IT Systems"); and (vi) other intellectual property or proprietary rights and claims
... of action arising out of or related to any infringement, misappropriation or other
... of any of the foregoing, including without limitation rights to recover for past, present
... future violations thereof (collectively, "Other Proprietary Rights").

"Intellectual Property Contracts" shall mean all agreements concerning the
... Intellectual Property, including without limitation agreements granting Seller rights to
... the Licensed Intellectual Property, agreements granting rights to use Owned Intellectual
... Property; confidentiality agreements, Trademark coexistence agreements, Trademark consent
... agreements and nonassertion agreements.

"IRS" shall mean the United States Internal Revenue Service.

"IT Systems" shall have the meaning ascribed to such term within the definition
... Intellectual Property.

"Judgment" shall mean any judgment, injunction, ruling, order, writ, decree or
... award, including final determinations under arbitration proceedings.

"Knowledge of Seller" shall mean the Knowledge of Bill Sickler, Jerry Overcash,
Kelyn Brannon-Ahn and Deby Veneziale, after such individuals have made due inquiry of the
employees of Seller who manage or are otherwise responsible for the functions relevant to the
matter in question.

"Law" shall mean any law, rule, regulation, code, plan, Judgment or other
restriction of any court, arbitrator or Governmental Entity.

"Lease Assignment Agreement" shall have the meaning set forth in Section
2.7(b)(iv).

"Leases" shall have the meaning set forth in Section 3.20.

"Licensed Intellectual Property" shall mean Intellectual Property that Seller is
licensed or otherwise permitted by other Persons to use.

"Losses" shall have the meaning set forth in Section 8.1(b).

"Material Adverse Effect" shall mean any event, change or effect that
individually or when taken together with all other events, changes or effects is or could
reasonably be expected to be materially adverse to the business, properties, assets, liabilities,
condition (financial or otherwise), operations or performance of the business of Seller and its
Subsidiaries taken as a whole excluding any such event, change or effect resulting from or
arising in connection with (A) changes or conditions generally affecting the industries or
segments in which Seller operates and not uniquely related to Seller or any of its Subsidiaries,
(B) changes in general economic, market or political conditions not uniquely related to Seller or
any of its Subsidiaries (including any effects relating to or arising out of war or acts of
terrorism), (C) Seller's compliance with its obligations pursuant to this Agreement, or (D) the

execution, announcement or pendency of this Agreement and the transactions contemplated hereby (including, without limitation, any loss or potential loss of customers).

"**Material Consents**" shall have the meaning set forth in Section 3.10.

"**Maximum Indemnification Amount**" shall have the meaning set forth in Section 8.1(f).

"**Most Recent Balance Sheet**" shall have the meaning set forth in Section 3.4.

"**Non-Transferable Note**" shall have the meaning set forth in Section 2.5.

"**Non-Transferred Employee**" shall have the meaning set forth in Section 5.8.

"**Notes**" shall have the meaning set forth in Section 2.5.

"**Oracle Contract**" shall mean that certain Oracle License and Services Agreement dated as of February 27, 2004 by and between Parent and Oracle Corporation.

"**Other Proprietary Rights**" shall have the meaning ascribed to such term within the definition of Intellectual Property.

"**Owned Intellectual Property**" shall mean Intellectual Property owned by Seller.

"**Parent**" shall have the meaning set forth in the preamble.

"**Party**" or "**Parties**" shall mean the parties to the Agreement.

"**Patents**" shall have the meaning ascribed to such term within the definition of Intellectual Property.

"**Person**" shall mean any individual, corporation, partnership (general or limited), limited liability company, firm, joint venture, association, joint-stock company, trust, estate, unincorporated organization or Governmental Entity.

"**Personnel List**" shall have the meaning set forth in Section 3.13(g).

"**Products**" shall mean the Computer Software products marketed, sold, licensed, supported, serviced or maintained by Seller and all service offerings of Seller, together with the inventory of the Products, the Ancillary Product Materials, any and all such Computer Software related to, comprising or constituting such products, any and all supplements, modifications, updates, corrections and enhancements to past and current versions of such products, shipping versions of such products, versions of such products currently under development, and any and all English and foreign language versions of current and past versions of such products, shipping versions of such products and versions of such products currently under development, and any and all back-up tapes and archival tapes relating to the foregoing.

"**Purchase Price**" shall have the meaning set forth in Section 2.5.

"**Purchased Assets**" shall include the Purchased Assets of Parent, the Purchased Assets of Acquisition Subsidiary and the Purchased Assets of Asset Acquisition Subsidiary.

"**Purchased Assets of Acquisition Subsidiary**" shall have the meaning set forth in Section 2.1(b).

"**Purchased Assets of Asset Acquisition Subsidiary**" shall have the meaning set forth in Section 2.1(c).

"**Purchased Assets of Parent**" shall have the meaning set forth in Section 2.1(a).

"**Purchaser**" shall have the meaning set forth in the preamble.

"**Purchaser Financial Statements**" shall have the meaning set forth in Section

"**Registered**" shall mean issued, registered, renewed or the subject of a pending application.

"**Related Document**" shall mean the Notes and those other documents executed in connection with the consummation of the transaction contemplated by this Agreement.

"**Rule 144**" shall have the meaning set forth in Section 3.26.

"**Securities**" shall have the meaning set forth in Section 3.21.

"**Securities Act**" shall mean the Securities Act of 1933, as amended.

"**Seller**" shall have the meaning set forth in the preamble.

"**Seller Financial Statements**" shall have the meaning set forth in Section 3.4(a).

"**Seller Permits**" shall have the meaning set forth in Section 3.7.

"**Seller Personnel**" shall have the meaning set forth in Section 3.13(b).

"**Severance Waivers**" shall have the meaning set forth in Section 3.30.

"**Shares**" shall have the meaning set forth in Section 3.21.

"**Stock**" shall have the meaning set forth in Section 3.32.

"**Subsidiary**" shall mean, with respect to any Party at any time, any corporation, partnership, joint venture, association, limited liability company, joint-stock company, trust or other, or unincorporated organization of which (or in which) more than 10% of: (i) the issued and outstanding shares of capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether at the time shares of capital stock of any other class or classes of such corporation shall or might have voting power upon the occurrence of any contingency), (ii) the interest in the capital or profits of such partnership, joint

venture or limited liability company, or (iii) the beneficial interest in such trust or estate, is, at such time, directly or indirectly owned or controlled by such Party, by such Parties and one or more of its other Subsidiaries or by one or more of such Person's other Subsidiaries.

"Subsidiary Sellers" shall have the meaning set forth in the preamble.

"Substitute Transamerica Loan" means \$440,000 of the loan proceeds provided to Parent by Silicon Valley Bank pursuant to that certain Loan and Security Agreement dated June 1, 2004 by and between Parent and Silicon Valley Bank, which amount is equal to the amount paid by Parent to discharge all of its outstanding obligations under the Master Loan and Security Agreement between Parent and Transamerica Business Credit Corporation, as amended.

"Suit" shall have the meaning set forth in Section 3.11(d).

"Survival Period" shall have the meaning set forth in Section 8.1(a).

"Tax" or "Taxes" shall mean any and all federal, state, county, local, foreign and other taxes, assessments, duties or charges of any kind whatsoever, including, without limitation, franchise, income, sales, use, *ad valorem*, gross receipts, value added, profits, license, minimum, alternative minimum, environmental, withholding, payroll, employment, excise, property, customs and occupation taxes, and any interest, fine, penalty, addition to tax and other amounts imposed with respect thereto.

"Terminated Employees" shall have the meaning set forth in Section 5.14.

"Third Party Software" shall mean all Computer Software used or held for use, sale, distribution or license by Seller (as a separate Product or as a component of a Product) that Seller does not own.

"Trade Secrets" shall have the meaning ascribed to such term within the definition of Intellectual Property.

"Trademarks" shall have the meaning ascribed to such term within the definition of Intellectual Property.

"Transfer Taxes" shall have the meaning set forth in Section 5.6.

"Transferable Note" shall have the meaning set forth in Section 2.5.

"Transferred Employee" shall have the meaning set forth in Section 5.8.

"Transitional Employees" shall mean the employees identified as such on Schedule 3.30.

Section 1.2. Other Definitional Provisions. (a) The words "hereof," "herein," and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed on behalf of each of us hereto as of the date first written above.

PARENT:

ARZOON, INC.

By: [Signature]
Name: GILL SKELER
Title: CEO & PRESIDENT

SUBSIDIARY SELLERS:

ARZOON ACQUISITION, INC.

By: [Signature]
Name: Deborah Venezia
Title: Vice-President

ARZOON ASSET ACQUISITION, INC.

By: [Signature]
Name: Felicia Blannon-Ahn
Title: President

PURCHASER:

SSA GLOBAL TECHNOLOGIES, INC.

By: [Signature]
Name: KIRK J. ISAACSON
Title: EXECUTIVE VICE PRESIDENT & GENERAL COUNSEL

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

(a) Subject to the requisite approval of this Agreement and the transactions contemplated hereby by the Parent stockholders and except for the material waivers, consents and approvals set forth on Schedule 3.10(a) (the "**Material Consents**") and the additional waivers, consents and approvals as set forth on Schedule 3.10(b) (the "**Additional Consents**"), the execution and delivery of this Agreement by Seller and the consummation by Seller of the transactions contemplated hereby will not: (a) violate any provision of the certificate of incorporation or bylaws of Seller; (b) violate any Law applicable to Seller or the Purchased Assets; (c) require Seller to make any filing with, obtain any permit, consent, license or approval of, or give any notice to, any Governmental Entity; (d) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or right to require repurchase, pursuant to, any Customer Agreement; or (e) result in the creation of any Encumbrance on any of the Purchased Assets except, in the case of clauses (b), (c), (d) and (e) for such violations, filings, permits, consents, licenses, approvals, notices, breaches or conflicts or Encumbrances which would not be reasonably likely to (i) have a Material Adverse Effect or (ii) prohibit Seller from consummating the transactions contemplated by this Agreement or the Related Documents to which it is a party or performing its obligations hereunder or thereunder.

(b) The only vote required of the Parent stockholders to duly adopt and approve this Agreement and the transactions contemplated hereby is: (i) holders of a majority of the total number of shares of Parent's outstanding common stock, voting as a separate class; and (ii) holders of a majority of the total number of shares of Parent's outstanding preferred stock, voting as a separate class (the "**Seller Stockholder Vote**").

(c) The authorized capital of Parent consists of: (i) 17,129,929 shares of Preferred Stock, \$0.0001 par value per share, of which 3,709,929 shares have been designated Series A-1 Preferred Stock, 2,460,015 of which are issued and outstanding as of the date of this Agreement, and 13,420,000 shares have been designated Series B-1 Preferred Stock, 6,590,000 of which are issued and outstanding as of the date of this Agreement; and (ii) 22,786,496 shares of Common Stock, \$0.0001 par value per share, 1,172,086 shares of which are issued and outstanding as of the date of this Agreement.

Section 3.11. Intellectual Property(a) Schedule 3.11(a) sets forth a true and complete list of all of the (i) Registered or material Owned Intellectual Property (each identified as a Patent, Trademark, 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. Except as set forth on Schedule 3.11(b), 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 Seller's rights thereto. To the Knowledge of Seller, no Licensed Intellectual Property has been abandoned or canceled by the licensor (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

Seller's rights thereto. Except as set forth on Schedule 3.11(b), 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 Seller's patent, trademark, copyright, confidential, proprietary, and other Intellectual Property rights in such Owned Intellectual Property.

(c) Except as set forth on Schedule 3.11(c), Seller owns or has the right to use all Intellectual Property used or contemplated to be used in the business of Seller in accordance with its current business plans. Except as set forth on Schedule 3.11(c), all such rights are free of all Encumbrances and are fully assignable by Seller 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 Seller as currently conducted and as currently contemplated to be conducted in accordance with its current business plans. No Person other than Seller has any ownership interest in, or a right to receive a royalty or similar payment with respect to, any of the Owned Intellectual Property. All Persons entitled to a royalty or similar payments with respect to Intellectual Property not owned by Seller are set out in Schedule 3.11(c).

(d) Except as set forth on Schedule 3.11(d), no suit, action, reissue, examination, public protest, interference, arbitration, mediation, opposition, cancellation or other proceeding (collectively, "Suit") is pending concerning any claim or position that Seller has violated any Intellectual Property rights. No claim has been threatened or asserted in writing against Seller or any of their indemnitees for violation of any Intellectual Property rights. Seller is not violating and has 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 Seller 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 in writing or, to the Knowledge of Seller, orally. Seller is in compliance with, and has conducted its business so as to comply with, the 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 Seller, to the Knowledge of Seller, another Person under any Intellectual Property Contract. No 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 Seller notice of its intention to terminate or fail to renew any Intellectual Property Contract. The execution and consummation of this Agreement and consummation of the transactions contemplated hereby will not constitute a breach of, or create on behalf of any Person the right to terminate or modify any Intellectual Property Contract.

(f) Except as set forth on Schedule 3.11(f), no Suit is pending concerning any Owned Intellectual Property, including any Suit concerning a claim or position that any Owned Intellectual Property is invalid, unenforceable, unpatentable, unregistrable, or otherwise not owned or not owned exclusively by Seller. No such claim has been asserted in writing or, to the Knowledge of Seller, threatened. To the Knowledge of Seller, no valid basis for such claims or claims exists.

(g) To the Knowledge of Seller, 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 Seller 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 Seller. To the Knowledge of Seller, no such claims have been threatened or asserted and no valid basis for any such Suits or claims exists.

(h) To the Knowledge of Seller, no Person is violating any Business Intellectual Property.

(i) Seller has timely made all filings and payments with the appropriate foreign and domestic agencies required for maintaining in subsistence all Registered Owned Intellectual Property. Except as set forth on Schedule 3.11(i), 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. Seller is in compliance with the applicable rules and regulations of such agencies with respect to Registered Owned Intellectual Property. Except as set forth on Schedule 3.11(i), all documentation necessary to confirm and effect Seller's 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 and other official offices, as appropriate.

(j) Seller has taken all reasonable measures to protect the secrecy, confidentiality and value of all Owned Intellectual Property (including entering into appropriate confidentiality and intellectual property agreements with all officers, directors, employees, and other Persons with access to the Intellectual Property) and has required all employees, agents, consultants and contractors who have contributed to or participated in the development, improvement or modification of any Intellectual Property to assign all of their rights therein to Seller. Except as set forth on Schedule 3.11(j), one of the Owned Intellectual Property that is a trade secret has been disclosed to any Person other than Seller's employees or Seller's contractors who had a need to know and use such Owned Intellectual Property in the ordinary course of employment or contract performance and who executed appropriate confidentiality agreements prohibiting the unauthorized use or disclosure of such Owned Intellectual Property and containing other terms as reasonably necessary or appropriate for the protection and maintenance of such Owned Intellectual Property. To the Knowledge of Seller, (i) no Person has any basis for claiming any right, title or interest in and to any such Owned Intellectual Property; and (ii) no such claim is currently pending or threatened.

(k) To the Knowledge of Seller, no current or former Seller employee is or was a party to any confidentiality agreement and/or agreement not to compete that restricts or forbids, or restricted or forbade at any time during such employee's employment by Seller, such employee's performance of Seller's business, or any other activity that such employee was

... or otherwise performed on behalf of or in connection with such employee's
... Seller.

(l) The IT Systems are adequate in all material respects for their
... and for the operation of such businesses as are currently operated and as are
... contemplated to be operated by Seller are in good working condition (normal wear and
...)

Section 3.12. Products.

(a) Except as set forth in Schedule 3.12(a), Seller is the sole and
... owner of the Products and all constituent parts thereof (excluding any Third Party
... contained therein).

(b) Schedule 3.12(b) contains a true and complete list of all Third
... other than generally commercially available Third Party Software with up-front
... license and maintenance fees of less than \$10,000 for each product (aggregating all
... each product for purposes of this calculation), separated into the following categories
... categories: (i) Third Party Software that is incorporated into Products that is (A)
... from one or more Products, or (B) separate from the Products (i.e., an add-on Product)
... or licensed (bundled) together with one or more Products, and (ii) Third Party
... not licensed by Seller to customers but used internally by Seller.

(c) The Products perform in all material respects in accordance with
... Product Materials and meet all contractual terms and warranties provided to any
... who purchase or license, or have purchased or licensed, such Products from Seller, its
... resellers. The Products do not contain any Disabling Devices.

(d) Except as set forth on Schedule 3.12(d), the source code for the
... will compile into executable object code and such executable object code is capable of
... in all material respects the functions described in the Ancillary Product Materials.
... as set forth in Schedule 3.12(d), the source code for the Products and the Ancillary
... Materials are accurate and sufficiently documented to enable a Computer Software
... of reasonable skill to understand, modify, repair, maintain, compile and otherwise use
... material aspects of the Products. Seller has taken commercially reasonable steps to protect
... source code for the Products as Trade Secrets of Seller. Except as set forth on Schedule
... (e) none of the Products is subject to the provisions of any open source or other source code
... agreement that (i) requires the distribution of source code in connection with the
... distribution of the Products in object code form; (ii) prohibits or limits Seller from charging a fee
... receiving consideration in connection with distributing the Products (whether in source
... or object code format); or (iii) allows a customer or requires that a customer have the right
... to decompile, disassemble or otherwise reverse engineer the Products by its terms and not by
... operation of law.

(e) Schedule 3.12(e) contains (i) true and complete copies of Seller's
... current versions of its standard Customer Agreements, and all material deviations thereto; (ii) a
... true and complete list of customer names for all Customer Agreements (and Seller has provided

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of June 4, 2004 (the "Effective Date") between ARZOOM ASSET ACQUISITION, ("the Assignor"), a Delaware corporation, and SSA GLOBAL TECHNOLOGIES, INC. ("the Assignee"), a Delaware corporation.

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement and entered into as of June 4, 2004 (the "Agreement"), pursuant to which Assignor did sell, convey, transfer, assign and deliver to Assignee all of Assignor's legal and beneficial right, title and interest in and to the Purchased Assets (as defined in the Agreement), including, without limitation all of the trademarks and service marks, and the registrations and applications therefore listed on Schedule A attached hereto (the "Trademarks"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Trademarks, and Assignor wishes to assign same to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells and transfers unto Assignee, its successors and assigns, all of its right, title and interest throughout the world in and to the Trademarks, together with the goodwill associated therewith and the entire business and/or portion thereof to which the Trademarks are related, and the right to sue and recover for all past, present and future infringements and other violations of the Trademarks, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this Agreement not been made. Assignor hereby covenants and agrees to provide any further necessary documentation and do all further acts reasonably requested by Assignee in this regard to confirm and perfect title in and to the Trademarks in Assignee, its successors, assign or other authorized representatives.

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Schedule A
Trademarks

Mark	Serial Number	Registration Number	Country
KPR	76362045	N/A	Unites State
1:1 Personal Agents	76155457	N/A	Unites State
V (Stylized)	76177929	2693916	Unites State
V Vigilance ("Vigilance" with black stylized "V" below)	76178049	2698407	Unites State
Harmony	75/499,632		United States
Harmony360	75/792,003		United States
Vigilance	76155458	2698377	Unites States
Vigilance	1099892	N/A	Canada

9662179.1

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the "Assignment") is made and entered into as of June 4, 2004 (the "Effective Date") between ARZOON, INC. (the "Assignor"), a Delaware corporation, and SSA GLOBAL TECHNOLOGIES, INC. (the "Assignee"), a Delaware corporation.

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement made and entered into as of June 4, 2004 (the "Agreement"), pursuant to which Assignor did agree to sell, convey, transfer, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Purchased Assets (as defined in the Agreement), including, without limitation, the patents listed on Schedule A attached hereto ("Patents"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Patents, and Assignor wishes to assign same to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby assigns, sells and transfers to Assignee, its successors and assigns, all of its right, title and interest throughout the world in perpetuity in and to the Patents, including any divisions, continuations, reissues and extensions thereof, together with the right to sue and recover for all past, present and future infringements and other violations of the Patents, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made. Assignor hereby covenants and agrees to provide any further necessary documentation and do all further acts reasonably requested by Assignee in this regard to confirm and perfect title in and to the Patents in Assignee, its successors, assigns, or other legal representatives.

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Schedule A**Patents**

Title	Status	Application Number	Filing Date	Registration Number	Issue Date
Software Isolation of Presentation & Mark-Up Language Using Intermediate Function Language & Library	Pending	09/680570	10/03/2000		
Technique & Implementation for Optimizing Results of Combinatorial Auctions & Other Assignment, Allocation &...	Pending	10/121953	04/12/2002		

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PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** (the "**Assignment**") is made and entered into as of June 4, 2004 (the "**Effective Date**") between **ARZOON ASSET ACQUISITION, INC.** (the "**Assignor**"), a Delaware corporation, and **SSA GLOBAL TECHNOLOGIES, INC.** (the "**Assignee**"), a Delaware corporation.

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement made and entered into as of June 4, 2004 (the "**Agreement**"), pursuant to which Assignor did agree to sell, convey, transfer, assign and deliver to Assignee all of Assignor's right, title and beneficial right, title and interest in and to the Purchased Assets (as defined in the Agreement), including, without limitation, the patents listed on **Schedule A** attached hereto (the "**Patents**"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Patents, and Assignor wishes to assign same to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells and transfers to Assignee, its successors and assigns, all of its right, title and interest throughout the world in perpetuity in and to the Patents, including any divisions, continuations, reissues and extensions thereof, together with the right to sue and recover for all past, present and future infringements and other violations of the Patents, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made. Assignor hereby covenants and agrees to provide any further necessary documentation and do all further acts reasonably requested by Assignee in this regard to confirm and perfect title in and to the Patents in Assignee, its successors, assigns, or other legal representatives.

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Schedule A**Patents**

Title	Status	Application Number	Filing Date	Registration Number	Issue Date
DATA RETRIEVAL AND TRANSMISSION SYSTEM	ISSUED	09/886,393	6/20/01	6,697,809	2/24/04
EVENT MONITORING AND DETECTION SYSTEM	PENDING	09/886,397	6/20/01		
EVENT NOTIFICATION SYSTEM	ISSUED	09/886,408	6/20/01	6,617,969	9/9/03
SECURITY SYSTEM FOR EVENT MONITORING, DETECTION AND NOTIFICATION SYSTEM	ISSUED	09/886,402	6/20/01	6,697,810	2/24/04
EVENT MONITORING AND NOTIFICATION SYSTEM HAVING SECURITY FUNCTIONS	PENDING	09/886,403	6/20/01		
COLLABORATIVE RESOLUTION AND TRACKING OF DETECTED EVENTS AND CONDITIONS	PENDING	10/176,282	6/19/02		

COPYRIGHT ASSIGNMENT

This **COPYRIGHT ASSIGNMENT** (the "**Assignment**") is made and entered into as of June 4, 2004 (the "**Effective Date**") between **ARZOOM ASSET ACQUISITION, INC.** ("Assignor"), a Delaware corporation, and **SSA GLOBAL TECHNOLOGIES, INC.** ("Assignee"), a Delaware corporation.

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement made and entered into as of June 4, 2004 (the "**Agreement**"), pursuant to which Assignor did agree to sell, convey, transfer, assign and deliver to Assignee all of Assignor's beneficial right, title and interest in and to the Purchased Assets (as defined in the Agreement), including, without limitation, the registered copyrighted works listed in **Schedule A** attached hereto (collectively, the "**Works**"); and

WHEREAS, Assignee wishes to acquire all of the Assignor's right, title and interest in and to the Works and Assignor wishes to assign same to the Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby assigns, sells and transfers to Assignee all of its right, title and interest in and to the Works (including without limitation all copyright rights in the Works), as well as the right to recover for all past, present and future infringements and other violations thereof, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made. Assignor hereby warrants and agrees to provide any further necessary documentation and do all further acts reasonably requested by Assignee in this regard to confirm and perfect title in and to the Works in Assignee, its successors, assigns, or other legal representatives.

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DOMAIN NAME ASSIGNMENT

This **DOMAIN NAME ASSIGNMENT** (the "Assignment"), is made and entered into as of June 4, 2004 (the "Effective Date"), between **ARZOON, INC.**, a Delaware corporation (the "Assignor"), and **SSA GLOBAL TECHNOLOGIES, INC.**, a Delaware corporation (the "Assignee").

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement entered into as of June 4, 2004 (the "Agreement"), pursuant to which Assignor did sell, convey, transfer, assign and deliver to Assignee all of Assignor's legal and equitable right, title and interest in and to the Purchased Assets (as defined in the Agreement), including, without limitation, the Internet domain names listed on Schedule A attached hereto ("Domain Names"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in the Domain Names, and Assignor wishes to assign same to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and benefit of which the parties hereby acknowledge, Assignor hereby assigns, sells and transfers to Assignee, its successors and assigns, all of its right, title and interest throughout the world in and to the Domain Names and all rights associated therewith, and the right to sue or recover for all past, present and future infringements and other violations of the Domain Names, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made. Assignor hereby covenants and agrees to provide any further necessary documentation and all further acts reasonably requested by Assignee in this regard to confirm and perfect Assignor's interest in the Domain Names in Assignee, its successors, assigns, or other legal representatives.

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Domain Names

arzoon.com
arzoon.net
arzoon.biz
myarzoon.com
myarzoon.net
myarzoon.biz
vigilance.com,
from2.com
harmony.com

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