

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
CA Management, Inc.		04/08/2002	CORPORATION:
Computer Associates International, Inc.		04/08/2002	CORPORATION:
The ASK Group, Inc.		04/08/2002	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:	1812796	MANMAN/X
Registration Number:	1376990	MASTERPIECE
Registration Number:	1421775	MASTERPIECE
Registration Number:	1582410	MANMAN

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

OP \$115.00 1812796

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

Total Attachments: 36

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EXECUTION COPY**ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT is dated as of April 5, 2002 by and between Computer Associates International, Inc., a Delaware corporation ("**Seller**") and SSA Global Technologies, Inc., a Delaware corporation ("**Purchaser**").

WITNESSETH:

WHEREAS, Seller owns, directly or indirectly, certain enterprise resource planning finance and supply chain software; and

WHEREAS, Seller desires to sell or cause to be sold, and Purchaser desires to purchase, all of the Acquired Assets for the consideration and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows.

ARTICLE I - DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

"**Acquired Assets**" shall mean all of Seller's and its Subsidiaries' right, title and interest in and to any and all assets and properties of Seller and its Subsidiaries relating to the Products or used exclusively (except as provided in Section (c) below) in the conduct of the Business as currently being operated by Seller, including the following:

(a) the Products (excluding CA Retained Software and, to the extent not transferable by Seller or its Subsidiaries, the Licensed Intellectual Property) and all Product Tools used exclusively in the Business that are owned by Seller or its Affiliates;

(b) the Owned Intellectual Property;

(c) all Equipment, including items listed on **Schedule 3.14(k)**, together with all Software owned by Seller or its Subsidiaries and installed thereon and each computer server owned by Seller or its Subsidiaries to the extent that eighty percent (80%) or more of the utilization of such server is related to the Business;

(d) the Assigned Contracts, including any such Assigned Contracts that are assignable subject to government consent and/or novation to the extent such consent and/or novation is obtained;

"**Business**" shall mean the business of developing, marketing, licensing, maintaining, updating, upgrading, servicing and supporting the Products as conducted, directly or indirectly, by the Seller immediately prior to the Closing.

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

"**Business Intellectual Property**" shall mean the Owned Intellectual Property, Third Party Software and the Licensed Intellectual Property.

"**CA Retained Software**" shall mean any and all Software owned by CA and not specifically included in the Acquired Assets.

"**Closing Date**" shall mean the time and date that the Closing occurs.

"**Company Group**" shall mean any "affiliated group" (as defined in Section 1504(a) of the Tax Code without regard to the limitations contained in Section 1504(b) of the Tax Code) that, at any time on or before the Closing Date, includes or has included Seller, or any other group of corporations that, for any period before or including the Closing Date, files or has filed any Tax Return on a combined, consolidated, affiliated or unitary basis with Seller.

"**Consents**" shall mean all consents, waivers, orders, registrations, declarations, notices, releases, authorizations, approvals, and estoppels of others (including without limitation the Seller's stockholders, other security holders and lenders) the absence of which would impair or restrict Seller's rights to transfer the Acquired Assets or any Licensed Intellectual Property as contemplated hereby.

"**Contracts**" shall mean all existing written agreements and commitments of Seller or under Seller's control to the extent relating to the Business and in effect as of the Closing Date, all licenses, software licenses, software development agreements with suppliers and customers, support, maintenance and professional service contracts, sales and purchase orders, all employment and consulting contracts, non-competition agreements, union contracts, deferred compensation agreements, indentures, notes, bonds, leases, mortgages, security agreements, loan agreements, guarantees, franchise agreements and other agreements which confer any benefit (economic or otherwise) or right to Seller.

"**Copyrights**" shall have the meaning set forth under the definition of Intellectual Property.

"**Cross-License Agreement**" shall mean the agreement in the form attached hereto as **Exhibit C**.

"**Customer List**" shall mean a list of all existing customers of the Products and/or the maintenance or support of the Products, together with all of Seller's forecast system information as previously provided to Purchaser concerning prospective customers with respect

(i) except as set forth in **Section 5.3** hereof, any liability for worker's compensation or any other employment-related liability relating to the operation of the Business or to the ERP Personnel that arose prior to the Cut-Off Date in connection with activities that took place prior to the Cut-Off Date; and

(j) any obligations with respect to Product warranties or other similar commitments that arose prior to the Cut-Off Date.

"**Forum**" shall mean any federal, state, local, municipal, or foreign court, governmental agency, administrative body or agency, tribunal, private alternative dispute resolution system, or arbitration panel.

"**GAAP**" shall mean generally accepted accounting principles of the United States, as in effect on the date hereof, consistently applied.

"**GMAC Contracts**" shall mean the agreements listed on **Schedule 3.1(b)** of the Services Agreement.

"**Government**" shall mean any federal, state, local, municipal, or foreign government or any department, commission, board, bureau, agency, instrumentality, unit, or taxing authority thereof.

"**Intellectual Property**" shall mean all foreign and domestic:

(a) 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**");

(b) 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**");

(c) 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**");

(d) published and unpublished works of authorship including Software, whether copyrightable or not, copyrights therein and thereto, and registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof (collectively, "**Copyrights**"); and

(e) all other intellectual property or proprietary rights and claims or causes of action arising out of or related to any infringement, misappropriation or other violation of any of

the foregoing, including without limitation rights to recover for past, present and future violations thereof (collectively, "**Other Proprietary Rights**").

"**Intellectual Property Contracts**" shall mean, with respect to the Business, all agreements concerning the Owned Intellectual Property, Trademark coexistence agreements, Trademark consent agreements and nonassertion agreements to the extent that Seller is a party to any of the foregoing.

"**Law**" shall mean all federal, state, provincial, local, municipal or foreign constitutions, statutes, rules, regulations, ordinances, acts, codes, legislation, treaties, conventions, judicial decisions, and similar laws and legal requirements, whether of the United States of America or any other jurisdiction as in effect from time to time.

"**Licensed Intellectual Property**" shall mean that Software that is embedded in, or is an add-on to, the Products and that Seller licenses from a third party.

"**Liens**" shall mean any and all mortgages, pledges, security interests, liens, changes, conditional sales agreements and other encumbrances.

"**Marketing or User Materials**" shall mean any and all customer and marketing materials relating exclusively to the Products, including, without limitation, product documentation, sale and marketing collateral, white papers, product data sheets known as "Software Product Descriptions," performance benchmark reports, customer training materials, sales training materials and sales presentation materials.

"**Material Contract**" shall mean a Contract that involves monetary obligations of or to Seller of more than \$50,000 per year or is otherwise material for the operation of the Business.

"**Non-Retained ERP Personnel**" means those ERP Personnel who are identified in writing by Purchaser as those employees to be terminated, and not retained, by Purchaser or one of its Affiliates or, to the extent required by applicable Law or as agreed upon by the parties, by Seller (whether directly or indirectly), as of the date that is 45 days after the Closing Date (or such longer period of time if foreign Law or regulations require a longer notice period prior to actual termination of employment).

"**Orders**" shall mean all applicable orders, writs, judgments, decrees, rulings, consent agreements, and awards of or by any Forum or entered by consent of the party to be bound.

"**Other Proprietary Rights**" shall have the meaning set forth under the definition of Intellectual Property.

"**Owned Intellectual Property**" shall mean that portion of Intellectual Property used exclusively in connection with the Business and owned directly or indirectly by the Seller.

"**Patents**" shall have the meaning set forth under the definition of Intellectual Property.

"**Permits**" shall have the meaning set forth under the definition of Acquired Assets.

"**Permitted Encumbrances**" shall mean those Liens set forth on Schedule 3.12(a) hereto.

"**Person**" shall include an individual, a partnership of any kind, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization, a government, and any other legal entity.

"**Post-Cut-Off Accounts Receivable**" shall have the meaning set forth under the definition of Acquired Assets.

"**Pre-Closing Period**" shall mean the period commencing on and including the Cut-Off Date and the Closing Date (inclusive).

"**Product Tools**" shall mean all Software design and development tools and any and all scripts, modifications and additions to such tools which are owned and used by Seller to compile, link, integrate or build the Products, existing as of the Closing Date, including all related back-up tapes and archival tapes.

"**Products**" shall mean the enterprise resource planning software products comprised of the supply chain and financial group software, as listed on **Annex III**, together with the inventory of the Products, the Ancillary Product Materials and any and all such Software related to, comprising or constituting such products, and all supplements, modifications, updates, corrections and enhancements to past and current versions of such products, shipping versions of such products, and 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, in each case including the source code and object code versions of such Software; and all Documentation relating exclusively thereto; and any and all back-up tapes and archival tapes relating exclusively to the foregoing.

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

"**Relative**" shall mean (i) the spouse of a Person or (ii) any sibling, parent, grandparent, child, or grandchild of a Person or such Person's spouse and any spouse of any of the foregoing Persons.

software defect database and historical defect data), and other documents and materials which relate to maintaining, enhancing and correcting errors in the Products.

"Third Party Software" shall mean all Software, other than Software constituting Licensed Intellectual Property, used or held for use, sale or license by the Seller that is owned by a third party and is material to the Business.

"Trade Secrets" shall have the meaning set forth under the definition of Intellectual Property.

"Trademarks" shall have the meaning set forth under the definition of Intellectual Property.

In addition to the foregoing definitions, the following terms shall have the definitions specified in the section of the Agreement listed in the following table:

<u>Defined Term</u>	<u>Section</u>
Accountants.....	Section 2.5(b)
Additional Non-Retained Personnel.....	Section 5.3(b)
Additional Retained Personnel.....	Section 5.3(b)
Agreement Dispute.....	Section 6.5
Assigned Contracts.....	Section 3.15
Business Trade Secrets.....	Section 3.13(j)
Closing.....	Section 2.3
Collected Amounts.....	Section 5.2
Customer Agreements.....	Section 3.14(d)
Customer Letter.....	Section 2.4(a)(vii)
Disqualifying Conflict.....	Section 6.2
Escrow Agreement.....	Section 2.4(a)(iv)
Final Shortfall Amount.....	Section 2.5(b)
Final Underpayment Amount.....	Section 5.6
Financial Statements.....	Section 3.6
Initial Payment.....	Section 2.2(a)
Losses.....	Section 6.1(a)(i)
Note.....	Section 2.2(b)
Pre-Closing ERP Costs.....	Section 5.3(c)

have, good title to all Acquired Assets, free and clear of Liens except for: (i) Permitted Encumbrances listed on **Schedule 3.12(a)** and (ii) encumbrances that have arisen, directly or indirectly, as a result of actions or omissions of Purchaser or any of its Affiliates. The Acquired Assets together with the Excluded Assets, the Assumed Liabilities and the Excluded Liabilities, constitute all properties and assets material to or used primarily in the conduct of the Business except for those assets that will be made available to Purchaser under the Ancillary Agreements.

(b) None of the Acquired Assets that constitute tangible personal property is held under any lease, security agreement, conditional sales contract, or other title retention or security arrangement, except as described on **Schedule 3.12(b)** hereto.

3.13 Intellectual Property. (a) **Schedule 3.13(a)(i)** sets forth a true and complete list of all Registered Owned Intellectual Property (each identified as a Patent, Trademark, Domain Name, or Copyright, as the case may be). **Schedule 3.13(a)(ii)** sets forth a true and complete list of product names and descriptors used in connection with the marketing of certain Products in the United States for which no United States Trademark Registrations have been obtained by Seller (the "Unregistered Trademarks").

(b) **Schedule 3.13(b)** sets forth a true and complete list of all Licensed Intellectual Property and Third Party Software.

(c) **Schedule 3.13(c)** sets forth a true and complete list of all trademark coexistence agreements, trademark consent agreements and non-assertion agreements with respect to the Business.

(d) **Schedule 3.13(d)** sets forth a true and complete list of all trademark oppositions with respect to the Business.

(e) All Owned Intellectual Property is valid, subsisting and enforceable; provided, however, that with respect to Patents, pending Trademark applications and Unregistered Trademarks only, the foregoing representation is limited to the knowledge of Seller and does not apply to abandoned or unfiled Trademarks identified as such in **Schedule 3.13(a)(i)**.

(f) To Seller's knowledge, neither the Products nor the Seller's development, use, sale or distribution of the Products violates or has violated any Intellectual Property rights.

(g) To Seller's knowledge, no basis exists for any valid claim that the Owned Intellectual Property has been infringed, misappropriated or otherwise violated or is not owned by Seller. To Seller's knowledge, no basis exists for any valid claim that the Registered Owned Intellectual Property is invalid, unenforceable, unpatentable, unregistrable or cancelable.

(h) To Seller's knowledge, no Person is violating any Owned Intellectual Property in a manner that materially affects the Business.

(i) Seller or one of its Subsidiaries owns and, following Closing, the Purchaser will own, directly or indirectly, all right, title and interest in and to the Owned Intellectual Property;

provided, however, that with respect to Patents, pending Trademark applications and Unregistered Trademarks only, the foregoing representation is limited to the knowledge of Seller. Seller holds valid rights to use and otherwise exploit the Licensed Intellectual Property as and to the extent set forth in the license agreements listed in **Schedule 3.13(i)**. The Business Intellectual Property, together with Intellectual Property available to Purchaser pursuant to the Ancillary Agreements, constitutes all Intellectual Property necessary to operate the Business.

(j) Seller has taken commercially reasonable measures to protect the secrecy, confidentiality and value of all Trade Secrets used in the Business (including, without limitation, the source code related to or comprising the Products) (collectively, "**Business Trade Secrets**"). To Seller's knowledge, the Business Trade Secrets have not been disclosed to any Persons other than the ERP Personnel or Seller's contractors who had a need to know and use such Business Trade Secrets in the ordinary course of employment or contract performance and who executed appropriate confidentiality agreements.

3.14 Products. (a) **Annex III** contains a correct and complete list of all of the Products (including all of the CA Retained Software contained in the Products which shall be licensed to Purchaser pursuant to the Cross-License Agreement). The Seller is the sole and exclusive owner of the Products and all constituent parts thereof (other than Licensed Intellectual Property).

(b) All of the Products perform materially in accordance with the Ancillary Product Materials. The Products are in machine readable form and contain all current revisions of the Products. The Products contain no Disabling Devices. The Products are sufficient to satisfy all representations and warranties made by or on behalf of the Seller to any customer of such Products.

(c) The source code for all of the Products will compile into executable, object code and otherwise is capable of performing the functions described in the Ancillary Product Materials. All source code, Ancillary Product Materials and other Documentation to the extent pertaining to the Products is correct, accurate and sufficiently documented to enable a Software developer of reasonable skill to understand modify, repair, maintain, compile and otherwise utilize all material aspects of the Products. Seller has taken commercially reasonable steps with respect to the source code for the Products such that Seller reasonably expects that they constitute trade secrets of the Seller that are valid and protectable and are not part of the public knowledge or literature.

(d) Attached hereto as **Annex IV** are true and complete copies of Seller's standard customer agreements with respect to the Products ("**Customer Agreements**"). All of the authorized users of the Products are authorized to use the Products pursuant to non-exclusive licenses granted for use of the Products only. Except as provided under the Enterprise Agreements, the GMAC Contracts and as set forth in **Schedule 3.14(d)**, all of Seller's rights under the Customer Agreements are assignable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

PURCHASER:

SSA GLOBAL TECHNOLOGIES, INC.

By: _____

Name: Kirk Isaacson

Title: General Counsel and Secretary

SELLER:

COMPUTER ASSOCIATES INTERNATIONAL, INC.

By: _____



Name: Tommy Bennett

Title: Senior Vice President, Business Development

Schedule 3.13(a)(4i)

Registered Owned Intellectual Property

See attached

Copyrights

Title	Copyright Registration No.
MK Manufacturing 8.1 UNIX	TXu 946-695
MANMAN/Manufacturing/HP Source Code, July 1984 Release	TX 1-418-330
MANMAN/Manufacturing/Vax Source Code, July 1984 Release	TX 1-418-332
MANMAN/Accounts Payable/HP Source Code, July 1984 Release	TX 1-418-329
MANMAN/Accounts Payable/VAX Source Code, July 1984 Release	TX 1-418-329
MANMAN/Fixed Assets/HP Source Code, July 1984 Release	TX 1-418-323
MANMAN/General Ledger/HP Source Code, July 1984 Release	TX 1-478-454
MANMAN/General Ledger/VAX Source Code, July 1984 Release	TX 1-418-323
MANMAN/Serviceman HP DEC V.9.0	TX 3-807-995
MANMAN/Serviceman/HP Source Code, July 1984 Release	TX 1-418-331
MANMAN/Serviceman/HP V.9.0	TX 3-800-211
MANMAN/Tracker DEC V.9.0	TX 3-800-204
MANMAN/Tracker HP V.9.0	TX 3-800-207
MANMAN Projects DEC V.9.0	TX 3-800-202
MANMAN Projects HP V.9.0	TX 3-800-217
MANMAN Barscan DEC V.9.0	TX 3-800-205
MANMAN Barscan V.9.0	TX 3-800-209
MANMAN Barscan HP Source Code	TX 1-787-105
MANMAN Dataport DEC V.9.0	TX 3-800-198
MANMAN AP DEC V.9.0	TX 3-800-212
MANMAN AP HP V.9.0	TX 3-800-213
MANMAN/Engineer DEC V.9.0	TX 3-800-201
MANMAN/Engineer HP V.9.0	TX 3-848-398
MANMAN/OMAR/HP Source Code, July 1984 Release	TX 1-418-328
MANMAN/OMAR/VAX Source Code, July 1984 Release	TX 1-418-327
MAXCIM Advanced Accounts Payable V.9.0	TX 3-810-076
MAXCIM Advanced Purchasing V.9.0	TX 3-847-342
MAXCIM Maxscan (Bar Code) V.9.0	TX 3-847-347
MAXCIM MPS/Capacity Management V.9.0	TX 3-758-173
MAXCIM PO Requisition V.9.0	TX 3-810-078
MAXCIM R/FLX Repetitive V.9.0	TX 3-758-170
MAXCIM Work Order	TX 3-810-069
PRMS Accounts Payable 9.0 OS/400	TXu 970-229
PRMS Accounts Receivable 9.0 OS/400	TXu 966-047
PRMS Base 9.0 OS/400	TXu 966-051
PRMS Capacity Planning 9.0 OS/400	TXu 966-052
PRMS Distribution Req Planning 9.0 OS/400	TXu 966-053
PRMS Fixed Assets 9.0 OS/400	TXu 966-054
PRMS Forecasting 9.0 OS/400	TXu 966-055
PRMS General Ledger 9.0 OS/400	TXu 966-085
PRMS Human Resources 9.0 OS/400	TXu 966-084
PRMS Master Production Schedule 9.0 OS/400	TXu 966-083
PRMS Material Req. Planning 9.0 OS/400	TXu 970-228
PRMS Order Entry Billing Analysis 9.0 OS/400	TXu 966-048
PRMS Product Costing 9.0 OS/400	TXu 966-046
PRMS Purchasing 9.0 OS/400	TXu 966-286
PRMS Payroll 9.0 OS/400	TXu 966-050
PRMS Product Structure 9.0 OS/400	TXu 966-287
PRMS Replenishment Orders 9.0 OS/400	TX 5-204-462

TRADEMARK

REEL: 003158 FRAME: 0328

Copyrights

Title	Copyright Registration No.
PRMS Shop Floor Control 9.0 OS/400	TX 5-204-461
PRMS System Utilities 9.0 OS/400	TX 5-204-460
PRMS Quality Control 9.0 OS/400	TX 5-204-462
PRMS Order Entry Configurator 9.0 OS/400	TXu 966-049
PRMS QRE (Quick Response Engine) 9.0 OS/400	TX 5-204-464
CA-KBM: WAREHOUSE BOSS INTERFACE 2.1 OS/400	TXu 972-741
CA-Warehouse Boss 3.0	TXu 571-370
CA-WAREHOUSE BOSS 4.0 OS/400	TXu 661-858
CA-KBM: Manufacturing 1.5 OS/400 IBM	TXu 972-743
CA-KBM: Manufacturing 2.1 OS/400	TXu 972-730
CA-KBM: Financials 1.5 OS/400 IBM	TXu 972-744
CA-KBM: Financials 2.1 OS/400	TXu 970-341
CA-KBM: MMP (DRP) 2.1 OS/400	TXu 970-343
CA-KBM: Barcode 1.5 OS/400 IBM	TXu 972-746
CA-KBM: Barcode 2.1 OS/400	TXu 972-742
CA-QRE FOR KBM 2.1 OS/400	TXu 972-734
FUSION/1 Information Retrieval System	TXu 257-520
FUSION/2 File management System	TXu 257-518
FUSION/36 Information Management Center	TXu 257-519
CA-CAS/AD:AP 2.0 MVS/VSE/VM	TXu 574-571
CA-CAS/AD:AP 2.1MVS/VSE/VM	TXu 574-550
CA-CAS/AD:AP 2.2MVS/VSE/VM	TXu 574-549
CA-CAS/AD:AR 2.0 MVS/VSE/VM	TXu 574-546
CA-CAS/AD:AR 2.1 MVS/VSE/VM	TXu 574-548
CA-CAS/AD:AR 2.2 MVS/VSE/VM	TXu 574-547
CA-CAS/AD:BOM 2.0 MVS/VSE/VM	TXu 574-555
CA-CAS/AD:BOM 2.1 MVS/VSE/VM	TXu 574-556
CA-CAS/AD:BOM 2.2 MVS/VSE/VM	TXu 574-557
CA-CAS/AD:CCC 2.0 MVS/VSE/VM	TXu 574-558
CA-CAS/AD:CCC 2.1 MVS/VSE/VM	TXu 574-573
CA-CAS/AD:CCC 2.2 MVS/VSE/VM	TXu 574-574
CA-CAS/AD:COE 2.0 MVS/VSE/VM	TXu 574-572
CA-CAS/AD:COE 2.1 MVS/VSE/VM	TXu 574-575
CA-CAS/AD:COE 2.2 MVS/VSE/VM	TXu 574-576
CA-CAS/AD:INV 2.0 MVS/VSE/VM	TXu 574-554
CA-CAS/AD:INV 2.1 MVS/VSE/VM	TXu 574-570
CA-CAS/AD:INV 2.2 MVS/VSE/VM	TXu 574-559
CA-CAS/AD:MPS 2.0 MVS/VSE/VM	TXu 574-565
CA-CAS/AD:MPS 2.1 MVS/VSE/VM	TXu 574-569
CA-CAS/AD:MPS 2.2 MVS/VSE/VM	TXu 574-566
CA-CAS/AD:MRP 2.0 MVS/VSE/VM	TXu 574-567
CA-CAS/AD:MRP 2.1 MVS/VSE/VM	TXu 574-568
CA-CAS/AD:MRP 2.2 MVS/VSE/VM	TXu 574-560
CA-CAS/AD:PUR 2.0 MVS/VSE/VM	TXu 574-561
CA-CAS/AD:PUR 2.1 MVS/VSE/VM	TXu 574-562
CA-CAS/AD:PUR 2.2 MVS/VSE/VM	TXu 574-563
CA-CAS/AD:SFC 2.0 MVS/VSE/VM	TXu 574-564
CA-CAS/AD:SFC 2.1 MVS/VSE/VM	TXu 574-552
CA-CAS/AD:SFC 2.2 MVS/VSE/VM	TXu 574-553

Copyrights

Title	Copyright Registration No.
CA-CAS/AD 2.1 (MVS/VSE/VM)	TXu 532-901
CA-CAS/AD UNIX:AP 2.2 HP-UX	TXu 781-088
CA-CAS/AD UNIX:AR 2.2 HP-UX	TXu 787-366
CA-CAS/AD UNIX:BOM 2.2 HP-UX	TXu 787-367
CA-CAS/AD UNIX:CCC 2.2 HP-UX	TXu 778-861
CA-CAS/AD UNIX:COE 2.2 HP-UX	TXu 778-862
CA-CAS/AD UNIX:INV 2.2 HP-UX	TXu 778-863
CA-CAS/AD UNIX:MPS 2.2 HP-UX	TXu 778-855
CA-CAS/AD UNIX:MRP 2.2 HP-UX	TXu 778-856
CA-CAS/AD UNIX:PUR 2.2 HP-UX	TXu 778-857
CA-CAS/AD UNIX:SFC 2.2 HP-UX	TXu 778-858
CA-CAS/AD VIEW 1.0 WINDOWS	TXu 871-674
CA-CAS/R:BOM 1.3 MVS/VSE/VM	TXu 574-510
CA-CAS/R:CCC 1.3 MVS/VSE/VM	TXu 574-551
CA-CAS/R:COE 1.3 MVS/VSE/VM	TXu 574-512
CA-CAS/R:INV 1.3 MVS/VSE/VM	TXu 574-506
CA-CAS/R:MPS 1.3 MVS/VSE/VM	TXu 574-523
CA-CAS/R:MRP 1.3 MVS/VSE/VM	TXu 574-507
CA-CAS/R:PUR 1.3 MVS/VSE/VM	TXu 574-530
CA-CAS/R:SFC 1.3 MVS/VSE/VM	TXu 574-531
CA-CAS/UNIX:INV 3.0 HP-UX	TXu 778-859
CA-CAS:AP 1.3 MVS/VSE/VM	TXu 574-532
CA-CAS:AP 1.4 MVS/VSE/VM	TXu 574-536
CA-CAS:AP 3.0 MVS/VSE/VM	TXu 574-535 TXu 763-747
CA-CAS:AR 1.3 MVS/VSE/VM	TXu 574-544
CA-CAS:AR 1.4 MVS/VSE/VM	TXu 574-545
CA-CAS:AR 3.0 MVS/VSE/VM	TXu 674-538 TXu 763-748
CA-CAS:BOM 1.3 MVS/VSE/VM	TXu 574-539
CA-CAS:BOM 1.4 MVS/VSE/VM	TXu 574-540
CA-CAS:BOM 3.0 MVS/VSE/VM	TXu 574-541 TXu 763-524
CA-CAS:CCC 1.3 MVS/VSE/VM	TXu 574-542
CA-CAS:CCC 1.4 MVS/VSE/VM	TXu 574-539
CA-CAS:CCC 3.0 MVS/VSE/VM	TXu 574-534 TXu 763-523
CA-CAS:COE 1.3 MVS/VSE/VM	TXu 574-543
CA-CAS:COE 1.4 MVS/VSE/VM	TXu 574-537
CA-CAS:COE 3.0 GA MVS/VSE/VM	TXu 730-118
CA-CAS:COE 3.0 MVS/VSE/VM	TXu 574-509
CA-CAS:FA 1.0 MVS/VSE/VM	TXu 574-516
CA-CAS:GL 1.3 MVS/VSE/VM	TXu 574-521
CA-CAS:GL 1.4 (MVS/VSE/VM)	TXu 531-742
CA-CAS:GL 3.0 MVS/VSE/VM	TXu 670-881
CA-CAS:INV 1.3 MVS/VSE/VM	TXu 574-508
CA-CAS:INV 1.4 MVS/VSE/VM	TXu 574-524
CA-CAS:INV 3.0 MVS/VSE/VM	TXu 763-745 TXu 574-525
CA-CAS:MPS 1.3 MVS/VSE/VM	TXu 574-517

Copyrights

Title	Copyright Registration No.
CA-CAS:MPS 1.4 MVS/VSE/VM	TXu 574-526
CA-CAS:MPS 3.0 MVS/VSE/VM	TXu 574-527 TXu 763-749
CA-CAS:MRP 1.3 MVS/VSE/VM	TXu 574-519
CA-CAS:MRP 1.4 MVS/VSE/VM	TXu 574-518
CA-CAS:MRP 3.0 MVS/VSE/VM	TXu 574-528 TXu 763-750
CA-CAS:PUR 1.3 MVS/VSE/VM	TXu 574-529
CA-CAS:PUR 1.4 MVS/VSE/VM	TXu 574-520
CA-CAS:PUR 3.0 MVS/VSE/VM	TXu 763-746 TXu 574-515
CA-CAS:SFC 1.3 MVS/VSE/VM	TXu 574-513
CA-CAS:SFC 1.4 MVS/VSE/VM	TXu 574-514
CA-CAS:SFC 3.0 MVS/VSE/VM	TXu 605-637 TXu 763-744
CA-CAS:WORKBENCH 1.0 DOS	TX 4-286-539
CA-MP/Net Accounts Payable 1.2 MVS, VSE, UNIX, VAX, AS400, WIN NT	TXu 972-728
CA-MP/Net Accounts Receivable 1.2 MVS, VSE, UNIX, VAX, AS400, WIN NT	TXu 972-729
CA-MP/Net Common Services 1.2 MVS, VSE, UNIX, VAX, AS400, WIN NT	TXu 972-726
CA-MP/Net Draft Services 1.2 MVS, VSE, UNIX, VAX, AS/400, IN NT	TXu 972-725
CA-MP/Net Fixed Assets 1.2 MVS, VSE, UNIX, AS/400, VAX, WIN NT	TXu 972-724
CA-MP/Net Fund Accounting 1.2 MVS, VSE, UNIX, AS/400, VAX, WIN NT	TXu 972-716
CA-MP/Net General Ledger 1.2 MVS, VSE, UNIX, AS/400, VAX, WIN NT	TXu 972-722
CA-MP/Net Inventory Control 1.2 MVS, VSE, UNIX, VAX, AS400, WIN NT	TXu 972-720
CA-MP/Net Job Cost 1.2 MVS, VSE, UNIX, VAX, AS400, WIN NT	TXu 972-731
CA-MP/Net Labor Distribution 1.2 MVS, VSE, UNIX, VAX, AS400, WIN NT	TXu 972-721
CA-MP/Net Purchasing 1.2 MVS, VSE, UNIX, VAX, AS400, WIN NT	TXu 972-719
CA-MP/Net Runtime 1.2 MVS, VSE, VAX, WIN/NT, AIX, HP-UX, SEQUENT, SUN	TXu 972-723
CA-MP/Net Business Communications Facility-WORKBENCH 1.2 MVS, VSE, UNIX, VAX, AS400, WIN NT	TXu 972-727
CA-HRISMA Personnel 1.0 MVS/OS/2	TX 3-882-312
CA-HRISMA Personnel 2.0 MVS/OS/2, UNIX, WINDOWS	TX 4-397-394
CA-HRISMA Payroll 1.0 MVS/OS/2	TX 3-882-311
CA-HRISMA Payroll 2.0 ,VS. PS/2, UNIX, WINDOWS	TX 4-397-945
CA-HRISMA Benefits 1.0 MVS/OS/2	TX 3-882-310
CA-HRISMA Benefits 2.0 MVS/OS/2 UNIX, WINDOWS	TX 4-456-159

Trademarks

Argentina	CA-MANMAN	2032863	1635823	CAI	Registered
Chile	CA-MANMAN	346489	477793	Computer Associates Think, Inc	Registered
Colombia	CA-MANMAN	96026934	191491	Computer Associates Think, Inc	Registered
European Community	CA-MANMAN/X	144881	144881	Computer Associates Think, Inc	Registered
Argentina	CA-MASTERPIECE	2032864	1635722	CAI	Registered
Brazil	CA-MASTERPIECE	819307858	819307858	CAI	Registered
Chile	CA-MASTERPIECE	346490	477792	Computer Associates Think, Inc	Registered
Colombia	CA-MASTERPIECE	96026932		CAI	Pending
European Community	CA-MASTERPIECE	185306	185306	Computer Associates Think, Inc	Registered
Mexico	CA-MASTERPIECE	257351	520504	CAI	Registered
Brazil	CA-PRMS	819165654	819165654	CAI	Registered
European Community	CA-PRMS	145136	145136	Computer Associates Think, Inc	Registered

Trademarks

Argentina	CA-WAREHOUSE BOSS	2029122			CAI	Abandoned
Australia	CA-WAREHOUSE BOSS				CAI	Unfiled
Brazil	CA-WAREHOUSE BOSS	819165603		819165603	CAI	Registered
Chile	CA-WAREHOUSE BOSS	346477		482564	Computer Associates Think, Inc	Registered
Colombia	CA-WAREHOUSE BOSS	96018465		190652	Computer Associates Think, Inc	Registered
European Community	CA-WAREHOUSE BOSS	145094		145094	Computer Associates Think, Inc	Registered
Mexico	CA-WAREHOUSE BOSS	267354			CAI	Pending
United Kingdom	CA-WAREHOUSE BOSS	2041802		2041802	CAI	Registered
Argentina	InterBiz	2211206		1798007	Computer Associates Think, Inc	Registered
Argentina	InterBiz	2211207		1798006	Computer Associates Think, Inc	Registered
Australia	InterBiz	789861		789861	Computer Associates Think, Inc	Registered
Austria	InterBiz	AM256899		183535	Computer Associates Think, Inc	Registered

Trademarks

Bahrain	InterBiz				Computer Associates Think, Inc	Unfiled
Benelux	InterBiz	0935475	0650586		Computer Associates Think, Inc	Registered
Brazil	InterBiz	821582534			Computer Associates Think, Inc	Published
Brazil	InterBiz	821582526			Computer Associates Think, Inc	Published
Canada	InterBiz	1010259			Computer Associates Think, Inc	Unfiled
Chile	Interbiz	444882	549672		Computer Associates Think, Inc	Registered
Chile	Interbiz	444881	549673		Computer Associates Think, Inc	Registered
China	INTERBIZ	9900036966	1424758		Computer Associates Think, Inc	Registered
China	INTERBIZ	9900036967	1461857		Computer Associates Think, Inc	Registered
Colombia	InterBiz	99019999	226902		Computer Associates Think, Inc	Registered
Colombia	InterBiz	99019998	227173		Computer Associates Think, Inc	Registered
Czech Republic	InterBiz	142110	229149		Computer Associates Think, Inc	Registered

TradeMarks

Denmark	InterBiz	VA199901451	VR200001129	Computer Associates Think, Inc	Registered
Finland	InterBiz	FI99901168		Computer Associates Think, Inc	Pending
France	InterBiz	99784504	99784504	Computer Associates Think, Inc	Registered
Germany	InterBiz	39919454	39919454	Computer Associates Think, Inc	Registered
Hong Kong	InterBiz	039481999		Computer Associates Think, Inc	Abandoned
Hungary	InterBiz	M9901678		Computer Associates Think, Inc	Pending
India	InterBiz	849708		Computer Associates Think, Inc	Pending
Indonesia	InterBiz		456122	Computer Associates Think, Inc	Registered
Indonesia	InterBiz		456920	Computer Associates Think, Inc	Registered
Ireland	InterBiz	991133	215041	Computer Associates Think, Inc	Registered
Israel	InterBiz	126988	126988	Computer Associates Think, Inc	Registered
Israel	InterBiz	126987	126987	Computer Associates Think, Inc	Registered

Trademarks

Italy	InterBiz	MI99C003954			Computer Associates Think, Inc	Pending
Japan	InterBiz	2766599	4400733		Computer Associates Think, Inc	Registered
Korea, South	InterBiz	73199	1302		Computer Associates Think, Inc	Registered
Malaysia	InterBiz	0302499			Computer Associates Think, Inc	Pending
Malaysia	InterBiz	0302399			Computer Associates Think, Inc	Pending
Mexico	InterBiz	371949	611872		Computer Associates Think, Inc	Registered
Mexico	InterBiz	371950	611873		Computer Associates Think, Inc	Registered
New Zealand	InterBiz	307389			Computer Associates Think, Inc	Pending
New Zealand	InterBiz	307388			Computer Associates Think, Inc	Pending
Norway	InterBiz	991133	200091		Computer Associates Think, Inc	Registered
Philippines	InterBiz				Computer Associates Think, Inc	Unfiled
Poland	InterBiz	7200149			Computer Associates Think, Inc	Pending

Trademarks


Portugal	InterBiz	336295	336295	336295	Computer Associates Think, Inc	Registered
Russian Federation	InterBiz	99705683	99705683	194640	Computer Associates Think, Inc	Registered
Singapore	InterBiz	19903476D	19903476D	T9903476D	Computer Associates Think, Inc	Registered
Singapore	InterBiz	19903475F	19903475F	T9903475F	Computer Associates Think, Inc	Registered
South Africa	InterBiz	9905186	9905186		Computer Associates Think, Inc	Pending
South Africa	InterBiz	9905185	9905185		Computer Associates Think, Inc	Pending
Spain	InterBiz	2227024	2227024	2227024	Computer Associates Think, Inc	Registered
Spain	InterBiz	2227023	2227023	2227023	Computer Associates Think, Inc	Registered
Sweden	InterBiz	9902661	9902661	342827	Computer Associates Think, Inc	Registered
Switzerland	InterBiz	28581999	28581999	464554	Computer Associates Think, Inc	Registered
Taiwan	InterBiz	88013980	88013980	129594	Computer Associates Think, Inc	Registered
Taiwan	InterBiz	88013978	88013978	894217	Computer Associates Think, Inc	Registered

TradeMarks

Thailand	InterBiz	385731	Kof107139	Computer Associates Think, Inc	Registered
Thailand	InterBiz	385603	Bor9939	Computer Associates Think, Inc	Registered
Turkey	InterBiz			Computer Associates Think, Inc	Unfiled
United Kingdom	InterBiz	2203810		Computer Associates Think, Inc	Published
United States of America	InterBiz	75677398		Computer Associates Think, Inc	Abandoned
Venezuela	InterBiz	579699	S011545	Computer Associates Think, Inc	Registered
Venezuela	InterBiz	579599	P216761	Computer Associates Think, Inc	Registered
Argentina	INTERBIZ LOGISTICS	2309348		Computer Associates Think, Inc	Pending
Australia	INTERBIZ LOGISTICS	852017	852017	Computer Associates Think, Inc	Registered
Austria	INTERBIZ LOGISTICS	AM70882000	195366	Computer Associates Think, Inc	Registered
Benelux	INTERBIZ LOGISTICS	0974475	0690060	Computer Associates Think, Inc	Registered
Brazil	INTERBIZ LOGISTICS	823200485		Computer Associates Think, Inc	Pending

Trademarks

Canada	INTERBIZ LOGISTICS	1076692		Computer Associates Think, Inc	Pending
Chile	INTERBIZ LOGISTICS	503080	592050	Computer Associates Think, Inc	Registered
China	INTERBIZ LOGISTICS			Computer Associates Think, Inc	Pending
Colombia	INTERBIZ LOGISTICS	00073828		Computer Associates Think, Inc	Published
Czech Republic	INTERBIZ LOGISTICS	159785		Computer Associates Think, Inc	Published
Denmark	INTERBIZ LOGISTICS	VA200004099	VR200005396	Computer Associates Think, Inc	Registered
Finland	INTERBIZ LOGISTICS	T200003154		Computer Associates Think, Inc	Pending
France	INTERBIZ LOGISTICS	003055684	003055684	Computer Associates Think, Inc	Registered
Germany	INTERBIZ LOGISTICS	30072864.609	30072864	Computer Associates Think, Inc	Registered
Hong Kong	INTERBIZ LOGISTICS	216672000		Computer Associates Think, Inc	Pending
Hungary	INTERBIZ LOGISTICS	M0005250		Computer Associates Think, Inc	Pending
India	INTERBIZ LOGISTICS	960173		Computer Associates Think, Inc	Pending



Indonesia	INTERBIZ LOGISTICS				Computer Associates Think, Inc	Unfiled
Ireland	INTERBIZ LOGISTICS	200003610			Computer Associates Think, Inc	Published
Israel	INTERBIZ LOGISTICS	142454			Computer Associates Think, Inc	Pending
Italy	INTERBIZ LOGISTICS	M12000C10700			Computer Associates Think, Inc	Pending
Japan	INTERBIZ LOGISTICS	1063592000		200009091	Computer Associates Think, Inc	Registered
Korea, South	INTERBIZ LOGISTICS	457452000			Computer Associates Think, Inc	Pending
Malaysia	INTERBIZ LOGISTICS	200013801			Computer Associates Think, Inc	Pending
Mexico	INTERBIZ LOGISTICS	450767		679471	Computer Associates Think, Inc	Registered
New Zealand	INTERBIZ LOGISTICS	624125			Computer Associates Think, Inc	Pending
Norway	INTERBIZ LOGISTICS	200011723		209175	Computer Associates Think, Inc	Registered
Philippines	INTERBIZ LOGISTICS	420000008668			Computer Associates Think, Inc	Pending
Poland	INTERBIZ LOGISTICS	Z225617			Computer Associates Think, Inc	Pending

Trademarks

Portugal	INTERBIZ LOGISTICS	350187			Computer Associates Think, Inc	Published
Russian Federation	INTERBIZ LOGISTICS	2000724950			Computer Associates Think, Inc	Pending
Singapore	INTERBIZ LOGISTICS	10017253A			Computer Associates Think, Inc	Pending
South Africa	INTERBIZ LOGISTICS	200019373			Computer Associates Think, Inc	Pending
Spain	INTERBIZ LOGISTICS	2347153		2347153	Computer Associates Think, Inc	Registered
Sweden	INTERBIZ LOGISTICS	0007246		349953	Computer Associates Think, Inc	Registered
Switzerland	INTERBIZ LOGISTICS	116392000		481190	Computer Associates Think, Inc	Registered
Taiwan	INTERBIZ LOGISTICS	89056135			Computer Associates Think, Inc	Published
Thailand	INTERBIZ LOGISTICS	435121			Computer Associates Think, Inc	Published
United Kingdom	INTERBIZ LOGISTICS	2246959			Computer Associates Think, Inc	Pending
United States of America	INTERBIZ LOGISTICS	78028031			Computer Associates Think, Inc	Pending
Venezuela	INTERBIZ LOGISTICS	2000017831			Computer Associates Think, Inc	Published

Trademarks

Hong Kong	InterBiz with IB design	039491999			Computer Associates Think, Inc	Pending
Australia	KBMS	464607	B464607		Trinzic Corporation	Registered
Benelux	KBMS	58881	433004		Trinzic Corporation	Registered
France	KBMS	853884	1455281		Trinzic Corporation	Registered
Germany	KBMS	A429649WZ			Artificial Intelligence Corpor	Pending
Japan	KBMS	62-49845			Artificial Intelligence Corpor	Pending
United Kingdom	KBMS	1309085	B1309085		Trinzic Corporation	Registered
United States of America	KBMS	73/658369	1468158			Registered
Australia	MANMAN	467983	A467983		CAI	REGISTERED
Austria	MANMAN	AM 2566/84	118,395		Computer Associates Think, Inc	Ren Req
Benelux	MANMAN	699600	433408		Computer Associates Think, Inc	Registered
Brazil	MANMAN	817240888	817240888		ASK	REGISTERED


 Trademarks

Canada	MANMAN	614268	359910	CAI	REGISTERED
Czech Republic	MANMAN	128190	217232	CAI	Registered
Finland	MANMAN	620/89		ASK	Abandoned
France	MANMAN	864.720	1.416.291	CAI	Registered
Germany	MANMAN		2101966	CAI	Ren Req
Germany	MANMAN	A 43 065/9Wz		CAI	Pending
Hungary	MANMAN	M9704545	153916	CAI	Registered
Italy	MANMAN	21810 C/87	00782740	CAI	Registered
Japan	MANMAN	62-760987	2244504	CAI	Registered
Korea, South	MANMAN	13005/87	167653	Computer Associates Think, Inc	Registered
Mexico	MANMAN	31691	432341	CAI	Ren Req
Norway	MANMAN	872657	134460	Computer Associates Think, Inc	Registered

Trademarks

Poland	MANMAN	Z180616	126340	Computer Associates Think, Inc	Registered
Portugal	MANMAN	242 189		ASK	Abandoned
Spain	MANMAN	1204074	1204074	CAI	REGISTERED
Sweden	MANMAN	87-05282	243 632	CAI	REGISTERED
Switzerland	MANMAN	4414	356.143	ASK	REGISTERED
Taiwan	MANMAN	(76)-38720	396774	CAI	Abandoned
Thailand	MANMAN			CAI	Unfiled
Turkey	MANMAN	8423/89	116266	CAI	Registered
United Kingdom	MANMAN	1315002	1315002	CAI	REGISTERED
United States of America	MANMAN	73/079,648	1,062,503	CAI	Abandoned
United States of America	MANMAN	73/814,210	1,582,410	CAI	REGISTERED
Venezuela	MANMAN	2590097		CAI	Published

Trademarks

United States of America	MANMAN ENGINEER	74/238,858	1,721,656	CAI	REGISTERED
United States of America	MANMAN TRACKER	74/238,908	1,721,657	CAI	REGISTERED
United States of America	MANMAN/BARSCAN	74/021,524	1,694,053	CAI	REGISTERED
United States of America	MANMAN/SHOT	74/139,416		ASK	Abandoned
Brazil	MANMAN/X	817240896	817240896	ASK	REGISTERED
United States of America	MANMAN/X	74/295,182	1,812,796	CAI	REGISTERED
Czech Republic	MASTERPIECE	128189	218344	CAI	Registered
Hungary	MASTERPIECE	M9704546	153904	CAI	Registered
Poland	MASTERPIECE	Z180615	126341	Computer Associates Think, Inc	Registered
Thailand	MASTERPIECE	384853		CAI	Pending
United States of America	MASTERPIECE	592,909	1,421,775	CAI	REGISTERED
United States of America	MASTERPIECE	508,288	1,376,990	CAI	REGISTERED

TradeMarks

Venezuela	MASTERPIECE			CAI	Unfiled
Australia	MAXCIM	491296	A491296	CAI	REGISTERED
Austria	MAXCIM	AM 3186/88	122.753	Computer Associates Think, Inc	Ren Req
Benelux	MAXCIM	717376	447268	Computer Associates Think, Inc	Registered
Canada	MAXCIM	610.960	372953	CAI	REGISTERED
France	MAXCIM	942.830	1.478.867	CAI	Registered
Germany	MAXCIM	N 21.755/9Wz	1187202	CAI	Ren Req
Italy	MAXCIM	22841C/88	536212	CAI	Ren Req
Japan	MAXCIM	63-79553		ASK	Abandoned
Korea, South	MAXCIM	15809/88		ASK	Abandoned
Mexico	MAXCIM	65508	370325	CAI	REGISTERED
Norway	MAXCIM	883149	146261	Computer Associates Think, Inc	Registered

Page 15

Trademarks

Portugal	MAXCIM	249273	249273	CAI	REGISTERED
Spain	MAXCIM	1267083	1267083	CAI	REGISTERED
Sweden	MAXCIM	88-06430		ASK	Abandoned
Switzerland	MAXCIM	5086	364.917	ASK	REGISTERED
Taiwan	MAXCIM	(77)-34889		ASK	Abandoned
United Kingdom	MAXCIM	1351619		ASK	Abandoned
United States of America	MAXCIM	73/707,592	1,541,279	CAI	REGISTERED
United States of America	MK ENTERPRISE	75/234833		CAI	Abandoned
France	MK Group			Computer Associates Think, Inc	Unfiled
United States of America	MK LOGISTICS	75/280044		CAI	Abandoned
United States of America	MK MANUFACTURING	75/280048		CAI	Abandoned
United States of America	MK/NT	75/139441		CAI	Abandoned

Trade...arks

United States of America	MK/X	75/139442		CAI	Abandoned
Australia	PRMS	542795		PANSO	Abandoned
Australia	PRMS	542796		PANSO	Abandoned
Australia	PRMS	542797		PANSO	Abandoned
Australia	PRMS	623823		CAI	Registered
Australia	PRMS	623825		CAI	Registered
Australia	PRMS	623824		CAI	Registered
Benelux	PRMS	769339	506602	Computer Associates Think, Inc	Ren Req
France	PRMS	239568	1.730.460	CAI	Registered
Japan	PRMS	14837189	2469016	CAI	REGISTERED
New Zealand	PRMS	204121	B204121	CAI	Registered
New Zealand	PRMS	204122	B204122	CAI	Registered

Trademarks

New Zealand	PRMS	204123	B204123	CAI	Registered
United Kingdom	PRMS	1438042	1438042	CAI	Registered
United Kingdom	PRMS	1438043	1438043	CAI	Registered
United Kingdom	PRMS	1438044	1438044	CAI	Registered
Argentina	WAREHOUSE BOSS	2187241		CAI	Abandoned
United Kingdom	WAREHOUSE BOSS	1453595	1453595	CAI	Registered

Domain Names

MKGROUP.COM

MKNEWREL.COM

MKNEWTECHNOLOGY.COM

INTERBIZSOLUTIONS.COM

INTERBIZWORLD.COM

INTERBIZONLINE.COM

PRESTIGESOFTWARE.COM

MKEVERYWHERE.COM

ACACIATECH.COM

INTERBIZ.COM

Schedule 3.13(a)(2ii)**U.S. Unregistered Trademarks**

MK Manufacturing
MK Logistics
MK Enterprise

MANMAN/X
MANMAN Manufacturing
MANMAN Order Management
MANMAN Accounts Payable
MANMAN Fixed Assets
MANMAN General Ledger
MANMAN Repetitive
MANMAN Serviceman
MANMAN Planman/General Ledger
MANMAN Planman/Manufacturing
MANMAN Decision Maker
MANMAN Projects
MANMAN Engineering
MANMAN Quality
MANMAN Dataport
MANMAN/OMAR Insight (GUI)

MAXCIM Accounts Payable
MAXCIM Accounts Receivable
MAXCIM BarScan Barcode
MAXCIM Bills of Material
MAXCIM Configurator
MAXCIM Data Management
MAXCIM Decision Support
MAXCIM Engineering Bills of Material
MAXCIM Fixed Assets
MAXCIM General Ledger
MAXCIM Inventory
MAXCIM Manufacturing Costs
MAXCIM Material Resource Planning
MAXCIM Master Schedule/Cap. Planning
MAXCIM Standard Functions
MAXCIM Order Entry
MAXCIM Order Management
MAXCIM Purchasing
MAXCIM Purchase Requisitions
MAXCIM Repetitive Manufacturing

MAXCIM Sales Analysis
MAXCIM Shop Routing
MAXCIM Tag Inventory
MAXCIM Work Order Status

PRMS Base
PRMS Accounts Payable
PRMS Accounts Receivable
PRMS Capacity Planning
PRMS Distribuiton Req Planning
PRMS Fixed Assets
PRMS Forecasting
PRMS General Ledger
PRMS Human Resources
PRMS Inventory Control
PRMS Master Production Schedule
PRMS Material Req. Planning
PRMS Order Entry Billing Analysis
PRMS Product Costing
PRMS Purchasing
PRMS Payroll
PRMS Product Structure
PRMS Replenishment Orders
PRMS Shop Floor Control
PRMS System Utilities
PRMS Masterpiece Interface
PRMS Quality Control
PRMS Order Entry Configurator
PRMS QRE (Quick Response Engine)
PRMS Webtrade Pack

Warehouse BOSS
Warehouse BOSS View

KBM Manufacturing
KBM Financials
KBM Phd
KBM MMP (DRP)
KBM Barcode
QRE/KBM

Accounts Payable
Accounts Receivable
Bills of Material
Cost Control
Inventory Control

Master Production Scheduling
Material Requirements Planning
Order Entry
Purchasing
Shop Floor Control
Fixed Assets
General Ledger

Masterpiece/Net
MP/Net Accounts Payable
MP/Net Accounts Receivable
MP/Net Common Services
MP/Net Draft Services
MP/Net Fixed Assets
MP/Net Fund Accounting
MP/Net General Ledger
MP/Net Inventory Control
MP/Net Job Cost
MP/Net Labor Distribution
MP/Net Purchasing
MP/Net Runtime
MP/Net Business Gateway
MP/Net AR Financial Neugent Package
Masterpiece/Net BizWorks Option
MP/Net Business Communications Facility
MP/Net Web Server
MP/Net Business Process Flow
MP/Net Application Customization Environment

CAS
CAHRISMA Personnel
CAHRISMA Payroll
CAHRISMA Paytax
CAHRISMA Benefits
CAHRISMA Workbench
CAHRISMA Production Assistant

interBiz Store
interBiz Procure