

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	08/22/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Formation Systems, Inc.		08/22/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Global Solutions Technology GmbH
Street Address:	1000 Windward Concourse Parkway
Internal Address:	Suite 140
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30005
Entity Type:	COMPANY: SWITZERLAND

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2774284	FORMATION
Registration Number:	2389274	
Registration Number:	2370261	OPTIVA

CORRESPONDENCE DATA

Fax Number: (415)439-1500
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 415-439-1422
 Email: szablocki@kirkland.com
 Correspondent Name: Kirkland & Ellis, Attn: Susan Zablocki
 Address Line 1: 555 California Street
 Address Line 4: San Francisco, CALIFORNIA 94104

NAME OF SUBMITTER:	Susan Zablocki
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CH \$90.00 2774284

Signature:

/susan zablocki/

Date:

09/23/2005

Total Attachments: 7

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MASTER TRADEMARK ASSIGNMENT

THIS MASTER TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 22, 2005 ("Effective Date") by and between FORMATION SYSTEMS, INC., a Delaware corporation, with its principal office at 144 Turnpike Road, Southborough, MA 01772 ("Assignor"), and INFOR GLOBAL SOLUTIONS TECHNOLOGY GMBH, a company organized under the laws of Switzerland, with its principal office at 1000 Windward Concourse Parkway, Suite 140, Alpharetta, Georgia 30005 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated August 22, 2005 (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee all of Assignor's right, title and interest in and to all of the trademarks, trade names, corporate names, business names, trade styles, trade dress, service marks, logos and other source or business identifiers, together with all goodwill associated therewith, and all registrations and applications for the foregoing, in the United States and all foreign countries, owned by Assignor and used in connection with the business of Assignor, including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto, the foreign trademark registrations set forth on Schedule B attached hereto, and the unregistered trademarks set forth on Schedule C attached hereto (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to Assignor's business, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor, at Assignee's sole cost, shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits,

declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

FORMATION SYSTEMS, INC.

INFOR GLOBAL TECHNOLOGY GMBH

Leo Casey

Name: Leo Casey

Name: _____

Title: CO / VP FINANCE ADMIN.

Title: _____


IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

FORMATION SYSTEMS, INC.

Name: _____

Title: _____

INEOR GLOBAL TECHNOLOGY GMBH





Name: _____

Title: _____




SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Reg. No.	Reg. Date
FORMATION and design 	2774284	10/21/03
MISCELLANEOUS DESIGN 	2389274	09/26/00
OPTIVA	2370261	07/25/00

SCHEDULE B

FOREIGN TRADEMARK REGISTRATIONS

Country	Mark	Reg. No.	Reg. Date
Canada	FORMATION and design 	586684	08/06/03
Canada	FORMATION SYSTEMS	586683	08/06/03
Canada	OPTIVA	587238	08/14/03
China	FORMATION and design 	1461856	10/21/00
China	FORMATION SYSTEMS	1473751	11/14/00
China	IOPTIVA	1618347	08/14/01
China	OPTIVA	1497794	12/28/00
European Community	EOPTIVA	1550615	07/05/01
European Community	FORMATION and design 	1138015	06/08/00
European Community	FORMATION SYSTEMS	1138072	07/14/00
European Community	IOPTIVA	1551175	09/04/01
European Community	OPTIVA	1254630	10/31/00
Japan	EOPTIVA	4500631	08/24/01
Japan	IOPTIVA	4489373	07/13/01
Japan	OPTIVA	4424956	10/20/00

SCHEDULE C

UNREGISTERED TRADEMARKS

