

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D.B. Zwirn Special Opportunities Fund, L.P.		12/05/2005	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	QRS CORPORATION		
Street Address:	Parkway 400, 11720 Amber Park Drive		
Internal Address:	Suite 100		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1613589	QRS	
Registration Number:	2938073	QRS	
Registration Number:	2308276	QRS	
Registration Number:	2306868	QRS	
CORRESPONDENCE DATA			
Fax Number:	(415)439-1500		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	4154391422		
Email:	szablocki@kirkland.com		
Correspondent Name:	Kirkland & Ellis, LLP c/o Susan Zablocki		
Address Line 1:	555 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	40215-1 SZ		

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TRADEMARK
REEL: 003206 FRAME: 0965

NAME OF SUBMITTER:	Susan Zablocki
Signature:	/susan zablocki/
Date:	12/08/2005
Total Attachments: 4 source=QRS#page1.tif source=QRS#page2.tif source=QRS#page3.tif source=QRS#page4.tif	

TRADEMARK SECURITY AGREEMENT TERMINATION AND RELEASE

THIS TRADEMARK SECURITY AGREEMENT TERMINATION AND RELEASE (this "Release") is made as December 5, 2005 ("Effective Date") by D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., in its capacity as Agent for the Lender Group (as defined below), ("Grantee"), in favor of QRS CORPORATION, a Delaware corporation, ("Grantor").

WHEREAS, Grantor and Grantee are parties to that certain Credit Agreement dated as of November 15, 2004 (as amended, restated, supplemented or otherwise modified from time to time) by and among Inovis International, Inc., a Delaware corporation ("Parent"), and each of Parent's Affiliates and Subsidiaries (as defined therein), the lenders party thereto (the "Lender Group"), and Grantor, as Agent for the Lender Group (the "Credit Agreement");

WHEREAS, pursuant to the terms and conditions of the Credit Agreement, Grantor and Grantee entered into that certain Trademark Security Agreement dated as of November 15, 2004 (the "Original Security Agreement"), as amended and restated by that certain Amended and Restated Trademark Security Agreement dated as of June 23, 2005 (the "Amended Security Agreement"; the Original Security Agreement, as amended by the Amended Security Agreement, referred to herein as the "Security Agreement"), whereby Grantor assigned, transferred and conveyed to Grantee, and granted to Grantee, a security interest and mortgage in all of Grantor's right, title and interest in and to the Trademark Collateral, as defined in the Security Agreement, including the trademark registrations and applications listed in Schedule A hereto;

WHEREAS, the Original Security Agreement was recorded with the United States Patent and Trademark Office on November 22, 2004 at Reel 2979, Frame 0323, and the Amended Security Agreement was recorded with the United States Patent and Trademark Office on June 24, 2005 at Reel 3110, Frame 0356; and

WHEREAS, Grantee desires to terminate the Security Agreement and release its security interest in the Trademark Collateral.

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

1. The Security Agreement, and Grantee's security interest in the Trademark Collateral (including, without limitation, the trademark registrations listed in Schedule A hereto) is hereby terminated and released.

2. Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest and collateral assignment in the Trademark Collateral, including without limitation the entire right, title and interest in and to the trademark applications and trademark registrations listed in Schedule A hereto, including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for

past, present and future infringements, and all rights corresponding thereto throughout the world, and the goodwill of the business related thereto.

3. Grantee represents and warrants that it has the full power and authority to execute this Release and to release its security interest in the Trademark Collateral.

4. Grantee represents and warrants that it has not assigned or otherwise encumbered its security interest in the Trademark Collateral.

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

* * * * *

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

D.B. ZWIRN SPECIAL OPPORTUNITIES
FUND, L.P., a Delaware limited partnership,
as Agent

By: D.B. Zwirn Partners, LLC,
its General Partner

By: Zwirn Holdings, LLC,
its Managing Member/

By: 

Name: Perry A. Gruss
Authorized Signatory

Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT TERMINATION AND RELEASE
(QRS CORPORATION)]

TRADEMARK
REEL: 003206 FRAME: 0969

**Trademark Security Agreement Termination – Schedule A
(QRS Corporation as Grantor)**

United States

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App/Reg Number</u>	<u>App/Reg Date</u>
QRS Corporation	U.S.	QRS	1,613,589	09/18/1990
QRS Corporation	U.S.	QRS	2,938,073	04/05/2005
QRS Corporation	U.S.	QRS (Stylized)	2,308,276	01/18/2000
QRS Corporation	U.S.	QRS (Stylized)	2,306,868	01/11/2000

Foreign

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App/Reg Number</u>	<u>App/Reg Date</u>
QRS Corporation	Canada	QRS	TMA551110	09/19/2001
QRS Corporation	Canada	QRS	1227605	08/19/2004
QRS Corporation	EU-CTM	QRS	921494	12/13/1999
QRS Corporation	EU-CTM	TRADEWEAVE (class 35)	1629120	07/31/2002
QRS Corporation	EU-CTM	TRADEWEAVE (class 39)	1622232	07/06/2001