

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Made2Manage Systems, Inc.		12/19/2005	CORPORATION: INDIANA

**RECEIVING PARTY DATA**

Name:	Harris N.A., as administrative agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2577527	M2M
Registration Number:	2569093	M2MEPORT
Registration Number:	1602007	MADE 2 MANAGE
Registration Number:	2151683	NOTIFIER
Registration Number:	2379757	TIME2VALUE
Registration Number:	2600251	VIPSITE

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (312) 845-3430  
 Email: kalwa@chapman.com  
 Correspondent Name: Richard Kalwa  
 Address Line 1: 111 West Monroe Street  
 Address Line 2: Chapman and Cutler LLP  
 Address Line 4: Chicago, ILLINOIS 60603

**CH \$165.00 2577527**

ATTORNEY DOCKET NUMBER:	1623818
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	12/28/2005
Total Attachments: 5 source=1978810#page1.tif source=1978810#page2.tif source=1978810#page3.tif source=1978810#page4.tif source=1978810#page5.tif	

## TRADEMARK COLLATERAL AGREEMENT

This 19th day of December, 2005, MADE2MANAGE SYSTEMS, INC., an Indiana (“*Debtor*”), with its principal place of business and mailing address at 450 East 96th Street, Suite 300, Indianapolis, Indiana 46240, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants HARRIS N.A., a national banking association (“*Harris*”) with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (Harris acting as such administrative agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as “*Agent*”), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

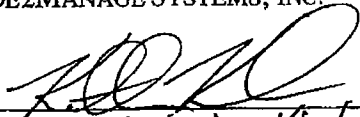
to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the “*Security Agreement*”).

Notwithstanding the foregoing, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by the Debtor for any Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”).

Debtor does hereby further acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MADE2MANAGE SYSTEMS, INC.

By   
Name: Katherine Kinder  
Its: \_\_\_\_\_

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

HARRIS N.A., as administrative agent

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Signature Page to M2M Trademark Collateral Agreement]

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

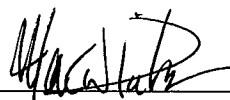
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MADE2MANAGE SYSTEMS, INC.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

HARRIS N.A., as administrative agent

By  \_\_\_\_\_  
Name: Mark W. Piekos  
Its: Managing Director

[Signature Page to M2M Trademark Collateral Agreement]

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK REGISTRATION**

<b>NAME</b>	<b>APPLICATION NO.</b>	<b>DATE</b>	<b>REGISTRATION NO.</b>	<b>DATE</b>
M2M	76/103,155	8/04/2000	2,577,527	6/11/2002
M2MEPORT	75/938,118	3/8/2000	2,569,093	5/14/2002
MADE2MANAGE	73/806,122	6/12/1989	1,602,007	6/19/1990
NOTIFIER	75/070,054	3/11/1996	2,151,683	4/21/1998
TIME2VALUE	75/839,201	11/31/1999	2,379,757	8/22/2000
VIPSITE	76/094,226	7/21/2000	2,600,251	7/30/2002

**TRADEMARK APPLICATIONS**

None

**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

None.