# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Security Agreement	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Extensity Merger Corp.		03/14/2006	CORPORATION: CANADA
Geac Enterprise Solutions, Inc. (now known as Extensity, Inc.)		03/14/2006	CORPORATION: GEORGIA
Geac Performance Management, Inc.		03/14/2006	CORPORATION: MICHIGAN
TriSyn IP Limited		103/14/2006	CORPORATION: CAYMAN ISLANDS

#### RECEIVING PARTY DATA

Name:	D.B. Zwirn Finance, LLC, as Second Lien Administrative Agent		
Street Address:	745 Fifth Avenue		
Internal Address:	18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10151		
Entity Type:	LIMITED LIABILITY COMPANY:		

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark		
Serial Number:	73248666	COMSHARE		
Serial Number:	75461848	DECISIONWEB		
Serial Number:	73416758	COMSHARE		
Serial Number:	75904845	EXTENSITY		
Serial Number:	75904430	EXTENSITY CONNECT		
Serial Number:	78260053	GEAC		
Serial Number:	78260040	GEAC		
Serial Number:	73416179	GEAC		
Serial Number:	76321297	STARBUILDER		

TRADEMARK
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Serial Number:	76321287	STARVIEWER	
Serial Number:	76321285	STARIMPORT	
Serial Number:	76289550	STARPROJECT	
Serial Number:	78104979	AMSI	
Serial Number:	78104960	AMSI	
Serial Number:	73508157	MILLENNIUM	
Serial Number:	73377418	ALLTAX	
Serial Number:	76191157	APPCARE	
Serial Number:	74265016	SMARTSTREAM	
Serial Number:	74504965	MILLENNIUM	
Serial Number:	72338285	ALLTAX	
Serial Number:	74514714	TOTALHR	
Serial Number:	73564934	INFORMATION EXPERT	
Serial Number:	76191153	GEAC ENTERPRISE SOLUTIONS	
Serial Number:	74514713	STREAMBUILDER	
Serial Number:	78233680	ACTIVE CLIENT	
Serial Number:	73564933	EXPERTLINK	
Serial Number:	73063563	ALLTAX	
Serial Number:	73801841	ALLTAX2	
Serial Number:	75306368	WIN THE RACE AGAINST TIME	
Serial Number:	74173756	INFOPOINT	
Serial Number:	76548187	TRISYN GROUP	
Serial Number:	76548186	TRISYN GROUP	
Serial Number:	76548185	TRISYN GROUP	
Serial Number:	76548184	TRISYN GROUP	

#### CORRESPONDENCE DATA

Fax Number: (866)459-2899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-783-2700

Email: carey.lening@federalresearch.com

Correspondent Name: CBC Companies dba Federal Research

Address Line 1: 1023 Fifteenth Street, NW, Ste 401

Address Line 2: attn: Carey Lening

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	356053
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NAME OF SUBMITTER:	Carey Lening
Signature:	/cnl/
Date:	04/12/2006
Total Attachments: 14	
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### **Additional Conveying Parties**

Geac Enterprise Solutions, Inc. (now known as Extensity, Inc.), a Georgia corporation.

Geac Performance Management, Inc., a Michigan corporation.

TriSyn IP Limited, a Cayman Islands corporation.

SHORT FORM SECOND-LIEN TRADEMARK SECURITY AGREEMENT (the "<u>Agreement</u>"), as of March 14, 2006, among the subsidiaries of Holdings listed on Schedule I hereto and D.B. ZWIRN FINANCE, LLC, as Administrative Agent (the "<u>Administrative Agent</u>").

Reference is made to the Guarantee and Collateral Agreement dated as of March 14, 2006 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Extensity, a société à responsabilité limitée organized under the laws of Luxembourg ("Holdings"), TriCage Acquisition, a société à responsabilité limitée organized under the laws of Luxembourg (the "Lux Borrower"), GEAC (U.S.) HOLDINGS, INC., a Delaware corporation (the "U.S. Borrower" and, together with the Lux Borrower, the "Borrowers"), the Subsidiaries of Holdings (as identified therein) and the Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement dated as of March 14, 2006 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")) among Holdings, Borrowers, the Lenders party thereto, D.B. Zwirn Finance, LLC, as Administrative Agent and Syndication Agent, and D.B. Zwirn Finance LLC, JPMorgan Chase Bank, N.A. and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as Co-Documentation Agents. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms.</u> Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, each Grantor's right, title or interest in or to any and all of the following assets and properties that are included in the Article 9 Collateral as defined in the Security Agreement now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings

thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");

all goodwill associated with or symbolized by the Trademarks; and

all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

EXTENSITY MERGER CORP. (as successor to GEAC COMPUTER CORPORATION LIMITED),

Β̈́ν

Name: Title:

GEAC ENTERPRISE SOLUTIONS, INC.,

By

Name: Title:

GEAC PERFORMANCE MANAGEMENT, INC.,

By

Name: Title:

GEAC FRANCE SAS,

Bv

Name: Title:

TRISYN IP LIMITED,

Ву

Name: Title:

D.B. ZWIRN FINANCE, LLC, as Administrative Agent,

Ву

Name:

Title:

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## **Subsidiary Parties**

Extensity Merger Corp.

Geac Enterprise Solutions, Inc.

Geac Performance Management, Inc.

Geac France SAS

TriSyn IP Limited

Schedule II

#### Schedules to Trademark Security Agreement

TRADEMARK	APP. NO.	REG. NO REG. DATE	OWNER
COMSHARE	73248666 2/4/80	1178627 11/17/81	GEAC PERFORMANCE MANAGEMENT, INC.
DECISIONWEB	75461848 4/3/98	2464164 06/26/01	GEAC PERFORMANCE MANAGEMENT, INC.
COMSHARE	73416758 3/10/83	1289904 08/14/84	GEAC PERFORMANCE MANAGEMENT, INC.
EXTENSITY	75904845 1/26/00	2553648 03/26/02	GEAC ENTERPRISE SOLUTIONS, INC.
EXTENSITY CONNECT	75904430 1/26/00	2721784 06/03/03	GEAC ENTERPRISE SOLUTIONS, INC.
GEAC • Geac	78260053 6/9/03	2908360 12/07/04	GEAC COMPUTER CORPORATION LIMITED
GEAC Geac	78260040 6/9/03	2908359 12/07/04	GEAC COMPUTER CORPORATION LIMITED
GEAC GEAC	73416179 3/7/83	1955458 02/13/96	GEAC COMPUTER CORPORATION LIMITED
STARBUILDER	76321297 10/3/01	2578649 06/11/02	GEAC ENTERPRISE SOLUTIONS, INC.

TRADEMARK	APP. NO. APP. DATE	REG. NO REG. DATE	OWNER
STARVIEWER	76321287 X10/3/01	2578648 06/11/02	GEAC ENTERPRISE SOLUTIONS, INC.
STARIMPORT	76321285 10/3/01	2578647 06/11/02	GEAC ENTERPRISE SOLUTIONS, INC.
STARPROJECT	76289550 7/24/01	2685600 02/11/03	GEAC ENTERPRISE SOLUTIONS, INC.
AMSI amsi	78104979 1/25/02	2688763 02/18/03	GEAC ENTERPRISE SOLUTIONS, INC.
AMSI	78104960 1/25/02	2691020 02/25/03	GEAC ENTERPRISE SOLUTIONS, INC.
MILLENNIUM	73508157 11/13/84	1428812 02/10/87	GEAC ENTERPRISE SOLUTIONS, INC.
ALLTAX	73377418 7/30/82	1266946 02/14/84	GEAC ENTERPRISE SOLUTIONS, INC.
APPCARE	76191157 1/8/01	2529677 01/15/02	GEAC ENTERPRISE SOLUTIONS, INC.
SMARTSTREAM	74265016 4/13/92	1817373 01/18/94	GEAC ENTERPRISE SOLUTIONS, INC.
MILLENNIUM	74504965 3/25/94	1934774 11/14/95	GEAC ENTERPRISE SOLUTIONS, INC.
ALLTAX	72338285 9/18/69	0909147 03/02/71	GEAC ENTERPRISE SOLUTIONS, INC.
TOTALHR	74514714 4/15/94	1943234 12/19/95	GEAC ENTERPRISE SOLUTIONS, INC.
INFORMATION EXPERT	73564934 10/24/85	1396596 06/10/86	GEAC ENTERPRISE SOLUTIONS, INC.

TRADEMARK	APP. NO. APP. DATE	REG. NO REG. DATE	OWNER
GEAC ENTERPRISE SOLUTIONS	76191153 1/8/01	2594050 07/16/02	GEAC ENTERPRISE SOLUTIONS, INC.
STREAMBUILDER	74514713 4/15/94	1974137 05/14/96	GEAC ENTERPRISE SOLUTIONS, INC.
ACTIVE CLIENT	78233680 4/3/03	2865011 07/20/04	GEAC ENTERPRISE SOLUTIONS, INC.
EXPERTLINK	73564933 10/24/85	1396595 06/10/86	GEAC ENTERPRISE SOLUTIONS, INC.
ALLTAX	73063563 9/19/75	1051542 10/26/76	GEAC ENTERPRISE SOLUTIONS, INC.
ALLTAX2	73801841 5/22/89	1582343 02/13/90	GEAC ENTERPRISE SOLUTIONS, INC.
WIN THE RACE AGAINST TIME	75306368 6/10/97	2330562 03/21/00	GEAC ENTERPRISE SOLUTIONS, INC.
INFOPOINT	74/173,756	1,682,790	TriSyn IP Limited
TRISYN GROUP AND DESIGN	76/548,187	2,991,069	TriSyn IP Limited
TRISYN GROUP AND DESIGN	76/548,186	2,991,068	TriSyn IP Limited
TRISYN GROUP	76/548,185	2,986,855	TriSyn IP Limited
TRISYN GROUP	76/548,184	3,006,944	TriSyn IP Limited

**TRADEMARK** [[2587954]] RECORDED: 04/12/2006 REEL: 003288 FRAME: 0427