

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Primavera Technologies, Inc.		04/25/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, Inc., as Agent		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	2977845	CLAIM DIGGER	
Registration Number:	2012053		
Registration Number:	2639265		
Registration Number:	2265216	EVOLVE	
Registration Number:	1461761	EXPEDITION	
Registration Number:	2442530	EXPEDITION EXPRESS	
Registration Number:	2455056	EXPEDITION LINK	
Registration Number:	2514647	EXPEDITION PROJECT CENTER	
Registration Number:	2495763	EXPEDITION TGIF	
Registration Number:	1430088	FINEST HOUR	
Registration Number:	1330711	P3	
Registration Number:	2381307	P3E	
Registration Number:	1475732	PARADE	
Registration Number:	1835276	PRIMAVERA	

OP \$890.00 2977845

900047775

TRADEMARK
REEL: 003299 FRAME: 0197

Registration Number:	2621115	PRIMAVERA
Registration Number:	2379430	PRIMAVERA PORTFOLIO ANALYST
Registration Number:	2455845	PRIMAVERA PROGRESS REPORTER
Registration Number:	2379415	PRIMAVERA PROJECT PLANNER FOR THE ENTERPRISE
Registration Number:	2540855	PRIMAVERA SOFTWARE DEVELOPMENT KIT
Registration Number:	2682743	PRIMAVERA AUTHORIZED REPRESENTATIVE
Registration Number:	2318014	PRIMAVERA ENTERPRISE
Registration Number:	1380156	PRIMAVERA PROJECT PLANNER
Registration Number:	2680157	PRIMAVERA SOLUTION PROVIDER
Registration Number:	2375215	PRIMAVERA TEAMPLAY
Registration Number:	2589518	PRIMAVISION
Registration Number:	2608695	PRIMECONTRACT
Registration Number:	2371553	SERVICESPHERE
Registration Number:	2365202	SERVICESPHERE
Registration Number:	2222536	SURETRAK
Registration Number:	2585394	TEAMPLAY
Registration Number:	2483220	TEAMPLAY
Registration Number:	2456116	TEAMPLAY METHODOLOGY MANAGER
Registration Number:	2496817	TEAMPLAY PROJECT MANAGER
Registration Number:	2556586	TEAMPLAYER
Registration Number:	2456115	TEAMPLAY PORTFOLIO ANALYST

CORRESPONDENCE DATA

Fax Number: (213)996-3339
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2136836339
 Email: claudiaimmerzeel@paulhastings.com
 Correspondent Name: Paul Hastings Janofsky & Walker LLP
 Address Line 1: 515 South Flower Street, 25th Floor
 Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	45035.00205
NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	04/28/2006

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 25th day of April, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group (together with its successors, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of April 25, 2006 (as amended, restated, modified, supplemented, refinanced, renewed or extended from time to time, including all exhibits and schedules thereto, the "Credit Agreement"), among Primavera Software, Inc., a Pennsylvania corporation ("Parent"), Primavera Systems, Inc., a Pennsylvania corporation ("Primavera"); Primavera, together with Parent, are individually and collectively, jointly and severally, referred to as the "Borrower"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement dated as of April 25, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing second priority security interest (subject to Permitted Liens) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its United States Trademarks including those referred to on Schedule I hereto (which schedule shall not include shrinkwrap or clickwrap licenses or agreements of mass-market, commercially available software licensed to Borrower or shrinkwrap or clickwrap licenses or agreements licensed by Borrower to third parties);

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. To the extent required under the Security Agreement, Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new United States Trademarks. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or

document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than Unasserted Contingent Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document may be satisfied by the transmission of an electronic Record and any electronic Record so transmitted shall have the same effect as the delivery of a writing.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

PRIMAVERA TECHNOLOGIES, INC.,
a Delaware corporation

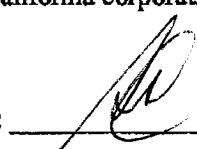
By: _____

Name: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)]

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By:  _____

Name: STEPHEN CARR

Title: V.P.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)]

SCHEDULE 1**TRADEMARKS****Primavera Technologies, Inc.:**

Mark/Country	Application No.	Filing Date	Registration No.	Registration Date	Status
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CLAIM DIGGER

United States	76/559,259	11/12/2003	2,977,845	07/26/2005	Registered
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CONCENTRIC PROJECT MANAGEMENT¹

European Union	000175497	04/01/1996	000175497	10/13/1998	Registered
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DESIGN (Primavera Sundial Logo)

Australia	820,485	01/18/2000	820,485	01/18/2001	Registered
Canada	1,029,307	09/16/1999	TMA 544,960	05/11/2001	Registered
China	3010285	12/02/2001	3010285	01/21/2003	Registered
China	3010284	12/02/2001	3010284	02/21/2003	Registered
European Union	002399186	09/21/2001	002399186	11/25/2002	Registered
European Union	000297895	06/11/1996	000297895	10/30/1998	Registered
Hong Kong	2001/17008	10/17/2001	2002/11531	09/03/2002	Registered
Hong Kong	2001/17009	10/17/2001	2002/11532	09/03/2002	Registered
Mexico	392587	09/28/1999	642558	02/23/2000	Registered
Norway	2001/13142	11/07/2001	215949	10/03/2002	Registered
Switzerland	10583/2001	11/05/2001	500167	11/05/2001	Registered
United States	75/032,401	12/14/1995	2,012,053	10/22/2002	Registered
United States	76/338,150	11/15/2001	2,639,265	10/22/2002	Registered

EVOLVE

European Union	001997196	11/30/2000	001997196	05/16/2002	Registered
United States	75/002,384	10/06/1995	2,265,216	07/27/1999	Registered

¹ The registration will expire on April 1, 2006 and Primavera Software, Inc. has decided not to renew.

Mark/Country	Application No.	Filing Date	Registration No.	Registration Date	Status
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EVOLVE & Design					
Brazil	819.484.660	09/23/1996	819.484.660	04/27/1999	Registered
Canada	0819827	08/06/1996	TMA523,449	02/21/2000	Registered
European Union	000327312	08/09/1996	000327312	12/15/1998	Registered
Mexico			536,864	10/03/1996	Registered

EXPEDITION					
European Union	000175463	04/01/1996	000175463	06/19/1998	Registered
United Kingdom	1530801	03/25/1993	1530801	03/25/2000	Registered
United States	73/650,916	03/23/1987	1,461,761	10/20/1987	Registered

EXPEDITION EXPRESS²					
United States	75/932,502	03/01/2000	2,442,530	04/10/2001	Registered

EXPEDITION LINK					
United States	75/935,961	03/01/2000	2,455,056	05/29/2001	Registered

EXPEDITION PROJECT CENTER					
United States	76/085,876	07/06/2000	2,514,647	12/04/2001	Registered

EXPEDITION TGIF					
United States	75/933,451	03/01/2000	2,495,763	10/09/2001	Registered

FINEST HOUR					
European Union	001416551	12/09/1999	001416551	02/14/2001	Registered
United Kingdom	1531096	03/25/1993	1531096	03/25/2000	Registered
United States	73/609,773	07/15/1986	1,430,088	02/24/1987	Registered

² The Declaration of Use under Sections 8&15 for this registration is due April 10, 2007. Primavera Systems, Inc. has instructed us not to maintain this registration. The Trademark Office will mark this registration as abandoned after the grace period filing due date of October 10, 2007.

Mark/Country	Application No.	Filing Date	Registration No.	Registration Date	Status
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HOW THE WORLD MANAGES PROJECTS

Australia	806,006	09/03/1999	806,006	09/03/1999	Registered
Canada	1,029,304	09/16/1999	TMA547,001	06/21/2001	Registered
European Union	001277292	08/13/1999	001277292	10/18/2000	Registered
Mexico	392589	09/28/1999	650389	04/18/2000	Registered

P3

Australia	806,008	09/03/1999	806,008	09/03/1999	Registered
Canada	1,029,308	09/16/1999	TMA 547,107	06/22/2001	Registered
Germany	39400587.2	11/11/1994	39400587.2	06/28/1995	Registered
Mexico	392586	09/28/1999	751457	06/26/2002	Registered
United States	73/485,916	06/18/1984	1,330,711	04/16/1985	Registered

P3 PRIMAVERA PROJECT PLANNER

European Union	000517813	04/17/1997	000517813	02/01/1999	Registered
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P3e (Stylized)

United States	75/796,457	09/08/1999	2,381,307	08/29/2000	Registered
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PARADE

United States	73/658,797	05/04/1987	1,475,732	02/09/1988	Registered
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PRIMAVERA

Australia	805,471	09/01/1999	805,471	09/01/1999	Registered
Canada	1,029,305	09/16/1999	TMA 579,290	04/09/2003	Registered
China	3010270	12/21/2001	3010270	01/21/2003	Registered
China	3010286	11/21/2002	3010286	02/21/2003	Registered

Mark/Country	Application No.	Filing Date	Registration No.	Registration Date	Status
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European Union	002399210	09/21/2001	002399210	12/03/2002	Registered
European Union	000175349	04/01/1996	000175349	10/07/1998	Registered
Federation of Russia	98707073	04/24/1998	204156	08/02/2001	Registered
Hong Kong	2001/17006	10/17/2001	2002/04559	09/03/2002	Registered
Hong Kong	2001/17007	10/17/2001	2002/04560	09/03/2002	Registered
Japan	2004-033890	04/09/2004	04841587	02/25/2005	Registered
Mexico	392588	09/28/1999	650388	09/28/1999	Registered
Norway	2001/13141	11/07/2001	215949	10/03/2002	Registered
Switzerland	10582/2001	11/05/2001	499820	11/05/2001	Registered
United Kingdom	1530809	03/25/1993	1530809	03/25/2000	Registered
United States	74/398,625	06/07/1993	1,835,276	05/10/1994	Registered
United States	76/338,151	11/15/2001	2,621,115	09/17/2002	Registered

PRIMAVERA PORTFOLIO ANALYST

United States	75/796,451	09/08/1999	2,379,430	08/22/2000	Registered
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PRIMAVERA PROGRESS REPORTER

United States	75/547,470	09/02/1998	2,455,845	05/29/2001	Registered
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PRIMAVERA PROJECT PLANNER FOR THE ENTERPRISE

United States	75/793,918	09/07/1999	2,379,415	08/22/2000	Registered
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PRIMAVERA PROJEKTE MANAGER

European Union	002221307	05/09/2001	002221307	09/18/2002	Registered
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PRIMAVERA PROSPECTIVE

European Union	000944280	09/30/1998	000944280	02/01/2000	Registered
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Mark/Country	Application No.	Filing Date	Registration No.	Registration Date	Status
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PRIMAVERA SOFTWARE DEVELOPMENT KIT					
United States	75/547,468	09/02/1998	2,540,855	02/19/2002	Registered

PRIMAVERA AUTHORIZED REPRESENTATIVE & Design					
United States	76/314,034	09/18/2001	2,682,743	02/04/2003	Registered

PRIMAVERA EARNED VALUE PACK					
Australia	863,112	01/16/2001	863,112	09/24/2001	Registered

PRIMAVERA ENTERPRISE					
United States	75/490,364	05/22/1998	2,318,014	02/15/2000	Registered

PRIMAVERA PROJECT PLANNER					
Australia	603,266	05/27/1993	603,266	05/27/1993	Registered
Australia	603,265	05/27/1993	603,265	05/27/1993	Registered
Canada	1,029,306	09/17/1999	TMA 579,101	04/09/2003	Registered
European Union	000175455	04/01/1996	000175455	11/20/1998	Registered
Mexico	219715	12/12/1994	532876	09/30/1996	Registered
Norway	870337	01/29/1987	135808	03/22/1989	Registered
Portugal	312920	10/09/1995	312920	08/08/1996	Registered
United Kingdom	1530796	03/25/1993	1530796	03/25/2000	Registered
United States	73/454,957	12/01/1983	1,380,156	01/28/1986	Registered

PRIMAVERA SOLUTION PROVIDER & Design					
United States	76/317,156	09/26/2001	2,680,157	01/28/2003	Registered

Mark/Country	Application No.	Filing Date	Registration No.	Registration Date	Status
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PRIMAVERA TEAMPLAY

Australia	807,632	09/20/1999	807,632	09/20/2000	Registered
United States	75/796,450	09/08/1999	2,375,215	08/08/2000	Registered

PRIMAVISION

United States	76/074,277	06/20/2000	2,589,518	07/02/2002	Registered
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PRIMECONTRACT

Australia	856,678	11/09/2000	856,678	11/09/2000	Registered
Canada	1,082,759	11/14/2000	TMA 582,802	05/30/2003	Registered
European Union	001947258	11/09/2000	001947258	12/13/2004	Registered
Mexico	460791	11/30/2000	695895	11/30/2000	Registered
Mexico	460792	11/30/2000	695896	11/30/2000	Registered
United States	76/073,874	06/19/2000	2,608,695	08/10/2002	Registered

PROJECT SUCCESS = BUSINESS SUCCESS

Canada	1,120,904	10/31/2001	597,048	12/10/2003	Registered
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SERVICESPHERE

Canada	0894100	10/21/1998	TMA 553,920	11/16/2001	Registered
European Union	000971556	10/21/1998	000971556	04/07/2000	Registered
United States	75/471,640	04/21/1998	2,371,553	07/25/2000	Registered

SERVICESPHERE & Design

Canada	1003261	01/26/1999	TMA 557,644	02/11/2002	Registered
European Union	001060821	01/27/1999	001060821	05/25/2000	Registered
United States	75/526,346	07/27/1998	2,365,202	07/04/2000	Registered

Mark/Country	Application No.	Filing Date	Registration No.	Registration Date	Status
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SURETRAK

European Union	001417880	12/09/1999	001417880	02/14/2001	Registered
Norway	970052	01/03/1997	185906	10/16/1997	Registered
United Kingdom	1530912	03/25/1993	1530912	03/25/2000	Registered
United States	75/379,482	10/27/1997	2,222,536	02/09/1999	Registered

SURETRAK PROJECT MANAGER

European Union	000175414	04/01/1996	000175414	10/07/1998	Registered
Federation of Russia	96701209	02/01/1996	155702	08/01/1997	Registered
Mexico	219714	12/12/1994	534261	10/28/1996	Registered

TEAMPLAY

Australia	807,633	09/20/1999	807,633	09/20/1999	Registered
Canada	1,025,430	08/10/1999	TMA 550,578	09/11/2001	Registered
European Union	001284462	08/20/1999	001284462	01/18/2001	Registered
Mexico	391801	09/22/1999	628793	10/14/1999	Registered
United States	76/338,152	11/15/2001	2,585,394	06/25/2002	Registered
United States	75/704,402	05/12/1999	2,483,220	08/28/2001	Registered

TEAMPLAY METHODOLOGY MANAGER

United States	75/704,435	05/12/1999	2,456,116	05/29/2001	Registered
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TEAMPLAY PORTFOLIO ANALYST

United States	75/704,432	05/12/1999	2,456,115	05/29/2001	Registered
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TEAMPLAY PROJECT MANAGER

United States	75/704,422	05/12/1999	2,496,817	10/09/2001	Registered
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Mark/Country	Application No.	Filing Date	Registration No.	Registration Date	Status
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TEAMPLAYER

United States	75/704,433	05/12/1999	2,556,586	04/02/2002	Registered
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Primavera Systems, Inc.: None.

Primavera Software, Inc.: None.

Primavera Capital, Inc.: None.

Assignment

A Notice of Recordation of Assignment of Trademarks from Evolve Software, Inc.³ to Primavera Systems, Inc. was duly recorded with the U.S. Patent and Trademark Office on May 5, 2003.

A Notice of Recordation of Assignment of Trademarks from Primavera Systems, Inc. to Primavera Technologies, Inc. was duly recorded with the U.S. Patent and Trademark Office on June 24, 2003.

Unregistered Marks

Except for Cast Manager (which is branded and owned by Integrated Management Concepts, Inc.), to the extent the names of any Company Products⁴ do not appear in the above table of registered marks, those names are unregistered marks that are used by Parent to designate the origin of the Company Products.

³ Primavera Systems, Inc. purchased the assets of Evolve Software, Inc. pursuant to the Asset Purchase Agreement dated as of March 19, 2003 and, as a result, Primavera Systems, Inc. became a party to the agreements entered into by Evolve Software, Inc. referenced in these Disclosure Schedules.

⁴ These are Software (as defined in the Primavera Recapitalization Agreement) comprising any product or service marketed or sold or offered for license or sale by Parent or its Subsidiaries prior to the Closing Date.