

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Datastream Systems, Inc.		03/31/2006	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Credit Suisse, Cayman Islands Branch, as Second Lien Collateral Agent
<b>Street Address:</b>	Eleven Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	National Banking Association:

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	2420954	BIZSURPLUS.COM
Registration Number:	2494557	MP2 ENTERPRISE
Registration Number:	2461965	MP2 PROFESSIONAL
Registration Number:	2459990	MP5
Registration Number:	2764588	MP5I
Registration Number:	2415164	ON-LINE PURCHASING POWER
Registration Number:	2487795	MP2 WEBLINK
Registration Number:	2369561	E-MRO
Registration Number:	1656143	MP2
Registration Number:	1780066	DATASTREAM
Registration Number:	2032749	
Registration Number:	2439961	EMRO
Registration Number:	2722983	WEBANALYST
Serial Number:	75814743	IPROCURE

**CH \$365.00 2420954**

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: Oleh.Hereliuk@federalresearch.com  
Correspondent Name: CBC Companies dba Federal Research  
Address Line 1: 1023 Fifteenth Street, NW, Ste 401  
Address Line 2: attn: Oleh Hereliuk  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	357474
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	05/02/2006

Total Attachments: 9  
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## SHORT FORM SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) dated as of March 31, 2006, is executed by each of the signatories identified on the signature pages hereto as “Luxembourg Obligations Grantors” (the “Lux Obligations Grantors”) and each of the signatories identified on the signature pages hereto as “All Obligations Grantors” (the “All Obligations Grantors” and together with the Lux Obligations Grantors and any other entity that may become a party hereto as provided herein, the “Grantors”), in favor of CREDIT SUISSE, CAYMAN ISLANDS BRANCH (“Credit Suisse”), as Collateral Agent (in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Loan Agreement referred to below).

## WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Second-Lien Loan Agreement dated as of March 14, 2006 (as amended, supplemented or otherwise modified from time to time, the “Loan Agreement”), among INFOR GLOBAL SOLUTIONS AG (“Holdings”), INFOR GLOBAL SOLUTIONS TECHNOLOGY GmbH (“Swiss Ipco”), INFOR SWISS HOLDINGS GmbH (“Swiss Subco”), MAGELLAN HOLDINGS, INC. (the “U.S. Borrower”), INFOR GLOBAL SOLUTIONS EUROPEAN FINANCE, S.à R.L. (the “Lux Borrower” and, together with the U.S. Borrower, collectively the “Borrowers” and each a “Borrower”), the Lenders parties thereto, J.P. MORGAN SECURITIES INC. and CREDIT SUISSE, SECURITIES (USA) LLC, as Arrangers, JPMORGAN CHASE BANK, N.A., as Syndication Agent, the Collateral Agent and Credit Suisse, as Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers under the Delayed Draw Term Loan Facility on the Datastream Closing Date upon the terms and subject to the conditions set forth in the Loan Agreement;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the U.S. Borrower under the Delayed Draw Term Loan Facility on the Datastream Closing Date under the Loan Agreement that the Grantors shall have executed and delivered to the Administrative Agent an Assumption Agreement, in favor of the Collateral Agent, by which they become parties to the Guarantee and Collateral Agreement (together, such Assumption Agreements and Guarantee and Collateral Agreement, the “Security Agreement”) and thereby guarantee the Obligations of such Grantor; and

WHEREAS, the Grantors are required to execute and deliver this Trademark Security Agreement pursuant to the Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to induce the Lenders to make their respective extensions of credit to the U.S. Borrower under the Delayed Draw Term Loan Facility on the Datastream Closing Date under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

## Section 1. Defined Terms

Unless otherwise defined herein, terms used herein have the meanings given to them in the Security Agreement.

## Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of the following property (other than Excluded Assets) 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”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Security Agreement) of such Grantor:

- (a) all of its Trademarks included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (d) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, all Supporting Obligations in respect of any of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing; and
- (e) all rights to sue at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment of the foregoing, including, without limitation, the right to receive all income, royalties, proceeds and damages therefrom, whether now or hereafter due or payable

## Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 (including all limitations on such Grantor’s Obligations thereunder) are incorporated by reference herein as if fully set forth herein.

#### Section 4. Grantor Remains Liable

Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall remain liable and assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral.

#### Section 5. Counterparts

This Trademark Security Agreement may be executed by one or more of the parties hereto in any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

#### Section 6. Governing Law

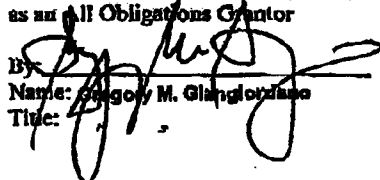
This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

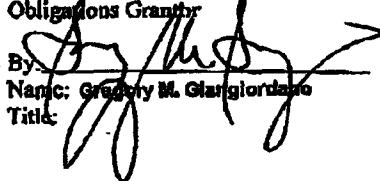
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ALL OBLIGATIONS GRANTORS:**

DATASTREAM SYSTEMS, INC.,  
as an All Obligations Grantor

By:   
Name: Gregory M. Giangiordano  
Title:

DATASTREAM SYSTEMS  
INTERNATIONAL, INC., as an All  
Obligations Grantor

By:   
Name: Gregory M. Giangiordano  
Title:

[[2991790]]

[SIGNATURE PAGE TO SERVICE-MARK TRADEMARK SECURITY AGREEMENT]

**LUXEMBOURG OBLIGATIONS GRANTORS:**

DATASTREAM S.A., as a Lux  
Obligations Grantor

By: 

Name: Gregory M. Gianfrancesco

Title:

[[2591568]]

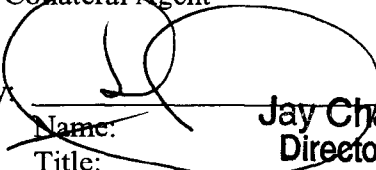
[SIGNATURE PAGE TO BE USED ONLY IN TRADEMARK SECURITY AGREEMENTS]

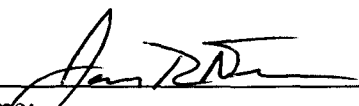
**ACKNOWLEDGED AND AGREED**

as of the date first above written:

**CREDIT SUISSE, CAYMAN ISLANDS BRANCH**

as Collateral Agent

By:   
Name: **Jay Chai**  
Title: **Director**

By:   
Name: **JAMES NEIRA**  
Title: **ASSOCIATE**



SCHEDULE I  
TO  
SECOND LIEN TRADEMARK SECURITY AGREEMENT

**Datastream Systems, Inc. Trademarks**

<u>TRADEMARK</u>	<u>Territory</u>	<u>Registration No.</u>	<u>Serial No.</u>	<u>Registration Date</u>
BIZSURPLUS.COM	US	2,420,954	75/799,963	1/16/2001
MP2 ENTERPRISE	US	2,494,557	75/260,137	10/2/2001
MP2 PROFESSIONAL	US	2,461,965	75/260,111	6/19/2001
MP5	US	2,459,990	75/441,780	6/12/2001
MP5I	US	2,764,588	75/796,578	9/16/2003
ON-LINE PURCHASING POWER	US	2,415,164	75/649,568	12/26/2000
MP2 WEBLINK	US	2,487,795	75/244,612	9/11/2001
E-MRO	US	2,369,561	75/649,567	7/18/2000
MP2	US	1,656,143	74/105,827	9/10/1991
DATASTREAM	US	1,780,066	74/098,068	7/6/1993
WORLD/GEAR LOGO	US	2,032,749	74/617,516	1/21/1997
E-MRO (STYLIZED)	US	2,439,961	75/649,566	4/3/2001
WEBANALYST	US	2,722,983	75/899,606	
IPROCURE	US	-	75,814,743	10/1/1999