

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Grant of Security Interest

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Prophet 21, Inc.		05/02/2006	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Collateral Agent:

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1084271	PROPHET 21 SYSTEMS
Registration Number:	1437846	FORSEE
Registration Number:	1916038	PRISM
Registration Number:	2095603	PROPHET 21 ACCLAIM
Registration Number:	2247555	PROPHET 21
Registration Number:	2538174	UNIQUITY
Registration Number:	2558429	FASPAC
Registration Number:	2940180	TRADESOURCE

## CORRESPONDENCE DATA

Fax Number: (212)354-8113

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

Phone: 212-819-8923

Email: trademarkdocket@whitecase.com

Correspondent Name: Matthew Bart c/o White &amp; Case LLP

Address Line 1: 1155 Avenue of the Americas

TRADEMARK

REEL: 003315 FRAME: 0001

900049601

CH \$215.00 1084271

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 1111788-0098

NAME OF SUBMITTER: Matthew Bart

Signature: /Matthew Bart/

Date: 05/23/2006

**Total Attachments: 64**

source=Intellectual Property Security Agreement#page1.tif  
source=Intellectual Property Security Agreement#page2.tif  
source=Intellectual Property Security Agreement#page3.tif  
source=Intellectual Property Security Agreement#page4.tif  
source=Intellectual Property Security Agreement#page5.tif  
source=Intellectual Property Security Agreement#page6.tif  
source=Intellectual Property Security Agreement#page7.tif  
source=Intellectual Property Security Agreement#page8.tif  
source=Intellectual Property Security Agreement#page9.tif  
source=Intellectual Property Security Agreement#page10.tif  
source=Intellectual Property Security Agreement#page11.tif  
source=Intellectual Property Security Agreement#page12.tif  
source=Intellectual Property Security Agreement#page13.tif  
source=Intellectual Property Security Agreement#page14.tif  
source=Intellectual Property Security Agreement#page15.tif  
source=Intellectual Property Security Agreement#page16.tif  
source=Intellectual Property Security Agreement#page17.tif  
source=Intellectual Property Security Agreement#page18.tif  
source=Intellectual Property Security Agreement#page19.tif  
source=Intellectual Property Security Agreement#page20.tif  
source=Intellectual Property Security Agreement#page21.tif  
source=Intellectual Property Security Agreement#page22.tif  
source=Intellectual Property Security Agreement#page23.tif  
source=Intellectual Property Security Agreement#page24.tif  
source=Intellectual Property Security Agreement#page25.tif  
source=Intellectual Property Security Agreement#page26.tif  
source=Intellectual Property Security Agreement#page27.tif  
source=Intellectual Property Security Agreement#page28.tif  
source=Intellectual Property Security Agreement#page29.tif  
source=Intellectual Property Security Agreement#page30.tif  
source=Intellectual Property Security Agreement#page31.tif  
source=Intellectual Property Security Agreement#page32.tif  
source=Intellectual Property Security Agreement#page33.tif  
source=Intellectual Property Security Agreement#page34.tif  
source=Intellectual Property Security Agreement#page35.tif  
source=Intellectual Property Security Agreement#page36.tif  
source=Intellectual Property Security Agreement#page37.tif  
source=Intellectual Property Security Agreement#page38.tif  
source=Intellectual Property Security Agreement#page39.tif  
source=Intellectual Property Security Agreement#page40.tif  
source=Intellectual Property Security Agreement#page41.tif  
source=Intellectual Property Security Agreement#page42.tif  
source=Intellectual Property Security Agreement#page43.tif

source=Intellectual Property Security Agreement#page44.tif  
source=Intellectual Property Security Agreement#page45.tif  
source=Intellectual Property Security Agreement#page46.tif  
source=Intellectual Property Security Agreement#page47.tif  
source=Intellectual Property Security Agreement#page48.tif  
source=Intellectual Property Security Agreement#page49.tif  
source=Intellectual Property Security Agreement#page50.tif  
source=Intellectual Property Security Agreement#page51.tif  
source=Intellectual Property Security Agreement#page52.tif  
source=Intellectual Property Security Agreement#page53.tif  
source=Intellectual Property Security Agreement#page54.tif  
source=Intellectual Property Security Agreement#page55.tif  
source=Intellectual Property Security Agreement#page56.tif  
source=Intellectual Property Security Agreement#page57.tif  
source=Intellectual Property Security Agreement#page58.tif  
source=Intellectual Property Security Agreement#page59.tif  
source=Intellectual Property Security Agreement#page60.tif  
source=Intellectual Property Security Agreement#page61.tif  
source=Intellectual Property Security Agreement#page62.tif  
source=Intellectual Property Security Agreement#page63.tif  
source=Intellectual Property Security Agreement#page64.tif

---

INTELLECTUAL PROPERTY SECURITY AGREEMENT

dated as of

May 2, 2006,

among

LONE STAR HOLDING CORP.,

LONE STAR MERGER CORP. (to be merged with,  
and into, Activant Solutions Holdings Inc., which, in turn, will be merged with, and into,  
Activant Solutions Inc.),

CERTAIN OTHER SUBSIDIARIES OF LONE STAR HOLDING CORP.  
IDENTIFIED HEREIN

and

DEUTSCHE BANK TRUST COMPANY AMERICAS,

as Collateral Agent

---

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I Definitions.....	1
Section 1.01. Credit Agreement .....	1
Section 1.02. Other Defined Terms.....	2
ARTICLE II Security Interests .....	4
Section 2.01. Security Interest.....	4
Section 2.02. Representations and Warranties .....	5
Section 2.03. Covenants .....	7
Section 2.04. As to Intellectual Property Collateral.....	8
ARTICLE III Remedies .....	10
Section 3.01. Remedies Upon Default .....	10
Section 3.02. Application of Proceeds .....	12
Section 3.03. Grant of License to Use Intellectual Property .....	12
ARTICLE IV Indemnity, Subrogation and Subordination .....	12
Section 4.01. Indemnity .....	12
Section 4.02. Contribution and Subrogation .....	12
Section 4.03. Subordination .....	13
ARTICLE V Miscellaneous .....	14
Section 5.01. Notices.....	14
Section 5.02. Waivers; Amendment.....	14
Section 5.03. Collateral Agent's Fees and Expenses; Indemnification.....	14
Section 5.04. Successors and Assigns.....	15
Section 5.05. Survival of Agreement .....	15
Section 5.06. Counterparts; Effectiveness; Several Agreement.....	15
Section 5.07. Severability.....	16
Section 5.08. Right of Set-Off.....	16
Section 5.09. Governing Law; Jurisdiction; Consent to Service of Process .....	16
Section 5.10. WAIVER OF JURY TRIAL .....	17
Section 5.11. Headings .....	17
Section 5.12. Security Interest Absolute .....	17
Section 5.13. Termination or Release .....	18
Section 5.14. Additional Restricted Subsidiaries .....	19
Section 5.15. General Authority of the Collateral Agent.....	19
Section 5.16. Collateral Agent Appointed Attorney-in-Fact.....	19
Section 5.17. Effectiveness of the Merger .....	20

Table of Contents

SCHEDULES

Schedule I     Subsidiary Parties  
Schedule II    Intellectual Property

EXHIBITS

Exhibit I       Form of Supplement

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of May 2, 2006, among LONE STAR MERGER CORP., a Delaware corporation (to be merged with, and into, Activant Solutions Holdings Inc., which, in turn, will be merged with, and into, Activant Solutions Inc., "Merger Sub"), LONE STAR HOLDING CORP., a Delaware corporation ("Holdings"), the Subsidiaries of Holdings identified herein and DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent for the Secured Parties (as defined below).

Reference is made to (i) the Credit Agreement, dated as of May 2, 2006 (as amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among Merger Sub, Holdings, Deutsche Bank Trust Company Americas, as Administrative Agent, Swing Line Lender and an L/C Issuer, each Lender from time to time party thereto, JPMorgan Chase Bank, N.A., as Syndication Agent, and Lehman Commercial Paper Inc., as Documentation Agent, (ii) the Holdings Guaranty (as defined in the Credit Agreement), (iii) the Borrower Guaranty (as defined in the Credit Agreement), (iv) the Subsidiary Guaranty (as defined in the Credit Agreement), (v) each Secured Hedge Agreement (as defined in the Credit Agreement) and (vi) the Cash Management Obligations (as defined in the Credit Agreement).

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements on the terms and conditions set forth therein and the Cash Management Banks have agreed to provide and/or maintain Cash Management Services on the terms and conditions agreed upon by the Borrower or the respective Restricted Subsidiary and the respective Cash Management Bank. The obligations of the Lenders to extend such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to provide and/or maintain Cash Management Services are, in each case, conditioned upon, among other things, the execution and delivery of this Agreement by each Grantor. Holdings, the Borrower and the Subsidiary Parties are affiliates of one another, will derive substantial benefits from (i) the extensions of credit to the Borrower pursuant to the Credit Agreement, (ii) the entering into and/or maintaining by the Hedge Banks of Secured Hedge Agreements with the Borrower and/or one or more of its Restricted Subsidiaries and (iii) the providing and/or maintaining of Cash Management Services by the Cash Management Banks to the Borrower and/or one or more of its Restricted Subsidiaries, and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit, the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the Cash Management Banks to provide and/or maintain such Cash Management Services. Accordingly, the parties hereto agree as follows:

## ARTICLE I

### Definitions

Section 1.01. Credit Agreement. (a) Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement. All terms defined in the New York UCC (as defined herein) and not defined in this Agreement have the meanings specified therein; the term "instrument" shall have the meaning

specified in Article 9 of the New York UCC.

(b) The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 1.02. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“Agreement” means this Intellectual Property Security Agreement.

“Bankruptcy Event of Default” shall mean any Event of Default under Section 8.01(f) of the Credit Agreement.

“Collateral” has the meaning assigned to such term in Section 2.01.

“Copyright License” means any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or that such Grantor otherwise has the right to license, or granting any right to any Grantor under any copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

“Copyrights” means all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II and (c) and all causes of action arising prior to or after the date hereof for infringement of any of copyright or unfair competition regarding the same.

“Credit Agreement” has the meaning assigned to such term in the preliminary statement of this Agreement.

“Domain Names” means all Internet domain names and associated URL addresses in or to which any Grantor now or hereafter has any right, title or interest.

“Grantor” means each of Holdings, the Borrower and each Subsidiary Party.

“Intellectual Property” means all intellectual and similar property of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know how, show how or other data or information, software, databases, all other proprietary information, including but not limited to Domain Names, and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing .



"Intellectual Property Collateral" means Collateral consisting of Intellectual Property.

"Intellectual Property Security Agreement Supplement" means an instrument in the form of Exhibit I hereto.

"License" means any Patent License, Trademark License, Copyright License or other license or sublicense agreement to which any Grantor is a party, including those listed on Schedule II.

"New York UCC" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"Patent License" means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents" means all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule II, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Perfection Certificate" means a certificate substantially in the form of Exhibit II to the Security Agreement, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by the chief financial officer and the chief legal officer of the Borrower.

"Proceeds" has the meaning specified in Section 9-102 of the New York UCC.

"Secured Obligations" means the "Obligations" as defined in the Credit Agreement; it being acknowledged and agreed that the term "Secured Obligations" as used herein shall include each extension of credit under the Credit Agreement, all obligations of the Borrower and/or its Restricted Subsidiaries under the Secured Hedge Agreements and all Cash Management Obligations, in each case, whether outstanding on the date of this Agreement or extended from time to time after the date of this Agreement.

"Secured Credit Document" shall mean each Loan Document, each Secured Hedge Agreement and any agreement evidencing any Cash Management Obligation.

"Security Interest" has the meaning assigned to such term in Section 2.01(a).

“Subsidiary Parties” means (a) the Restricted Subsidiaries identified on Schedule I and (b) each other Restricted Subsidiary that becomes a party to this Agreement as a Subsidiary Party after the Closing Date.

“Trademark License” means any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

“Trademarks” means all of the following now owned or hereafter acquired by any Grantor: (a) 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, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill and (d) all causes of action arising prior to or after the date hereof for infringement of any of trademark or unfair competition regarding the same.

## ARTICLE II

### Security Interests

Section 2.01. Security Interest. (a) As security for the payment or performance, as the case may be, in full of the Secured Obligations, including each Guaranty, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, all right, title or interest in or to any and all of the following assets and properties 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 “Collateral”):

- (i) all Copyrights;
- (ii) all Patents;
- (iii) all Trademarks;
- (iv) all Licenses;
- (v) all other Intellectual Property; and
- (vi) all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

*provided* that with respect to any Trademarks, applications in the United States Patent and Trademark Office to register Trademarks or service marks on the basis of any Grantor's "intent to use" such Trademarks or service marks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

(b) Each Grantor hereby irrevocably authorizes the Collateral Agent for the benefit of the Secured Parties at any time and from time to time to file in any relevant jurisdiction any initial financing statements with respect to the Collateral or any part thereof and amendments thereto that (i) indicate the Collateral as all assets of such Grantor or words of similar effect as being of an equal or lesser scope or with greater detail, and (ii) contain the information required by Article 9 of the Uniform Commercial Code or the analogous legislation of each applicable jurisdiction for the filing of any financing statement or amendment, including whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor. Each Grantor agrees to provide such information to the Collateral Agent promptly upon request. The Collateral Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

(c) The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

(d) Notwithstanding anything to the contrary contained in this Agreement or any other Secured Credit Document, unless an Event of Default shall have occurred and be continuing, no Grantor shall be required to enter into any security agreement (or any similar agreement granting or perfecting a lien over the Collateral) governed by the laws of any jurisdiction outside of the United States (or any political subdivision thereof) or make any registrations, filings or recordings outside of the United States (or any political subdivision thereof), in each case, to perfect the Security Interests created (or purported to be created ) by this Agreement.

Section 2.02. Representations and Warranties. Holdings and the Borrower jointly and severally represent and warrant, as to themselves and the other Grantors, to the Collateral Agent and the Secured Parties that:

(a) Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained.

(b) The Perfection Certificate has been duly prepared, completed, executed and delivered to the Collateral Agent and the information set forth therein, including the exact legal name of each Grantor, is correct and complete in all material respects as of the Closing Date. The Uniform Commercial Code financing statements or other appropriate filings, recordings or registrations prepared by the Collateral Agent based upon the information provided to the Collateral Agent in the Perfection Certificate for filing in each governmental, municipal or other office specified in Schedule 2 to the Perfection Certificate (or specified by notice from the applicable Grantor to the Collateral Agent after the Closing Date in the case of filings, recordings or registrations required by Section 6.11 of the Credit Agreement), are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements. Each Grantor represents and warrants that a fully executed agreement in the form hereof and containing a description of all Collateral consisting of Intellectual Property with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights have been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

(c) The Security Interest constitutes (i) a legal and valid security interest in all the Collateral securing the payment and performance of the Secured Obligations, (ii) subject to the filings described in Section 2.02(b), a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code and (iii) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three month period (commencing as of the date hereof) pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one month period (commencing as of the date hereof) pursuant to 17 U.S.C. § 205 and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Security Interest is and shall be prior to any

other Lien on any of the Collateral, other than (i) any nonconsensual Lien that is expressly permitted pursuant to Section 7.01 of the Credit Agreement and has priority as a matter of law and (ii) Liens expressly permitted pursuant to Section 7.01 of the Credit Agreement.

(d) The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 7.01 of the Credit Agreement. None of the Grantors has filed or consented to the filing of (i) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (ii) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 7.01 of the Credit Agreement.

(e) Each Grantor represents and warrants that (x) all Trademarks, Domain Names, Patents and Copyrights listed on Schedule II include all material Trademarks, Domain Names, Patents and Copyrights of such Grantor that are reasonably necessary for the operation of its business as currently conducted on the date hereof (or, if later, the date upon which such Grantor becomes a party to this Agreement) and (y) all Licenses listed on Schedule III include all material Licenses of such Grantor that are reasonably necessary for the operation of its businesses as currently conducted on the date hereof (or, if later, the date upon which such Grantor becomes a party to this Agreement).

Section 2.03. Covenants. (a) The Borrower agrees to provide the Collateral Agent 10 Business Days' prior written notice of any change (i) in the legal name of any Grantor, (ii) in the identity or type of organization or corporate structure of any Grantor, (iii) in the jurisdiction of organization of any Grantor, (iv) in the Location of any Grantor or (v) in the organizational identification number of any Grantor. In addition, if any Grantor does not have an organizational identification number on the Closing Date (or the date such Grantor becomes a party to this Agreement) and later obtains one, the Borrower shall promptly thereafter notify the Collateral Agent of such organizational identification number and shall take all actions reasonably satisfactory to the Collateral Agent to the extent necessary to maintain the security interests (and the priority thereof) of the Collateral Agent in the Collateral intended to be granted hereby fully perfected and in full force and effect.

(b) Each Grantor shall, at its own expense, take any and all commercially reasonable actions necessary to defend title to the Collateral against all Persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 7.01 of the Credit Agreement.

(c) Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 6.01 of the Credit Agreement, the Borrower shall deliver to the Collateral Agent a certificate executed by the chief financial officer and the chief legal officer of the Borrower setting forth the information required pursuant to Sections 1(a),

1(c), 1(e), 1(f) and 2(b) of the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this Section 2.03(c).

(d) The Borrower agrees, on its own behalf and on behalf of each other Grantor, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral that equals or exceeds \$2,000,000 shall be or become evidenced by any promissory note or an instrument, such note or instrument shall be promptly pledged and delivered to the Collateral Agent, for the benefit of the Secured Parties, duly endorsed in a manner reasonably satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks.

(e) At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 7.01 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement and within a reasonable period of time after the Collateral Agent has requested that it do so, and each Grantor jointly and severally agrees to reimburse the Collateral Agent within 10 days after demand for any payment made or any reasonable expense incurred by the Collateral Agent pursuant to the foregoing authorization. Nothing in this paragraph shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

(f) Each Grantor (rather than the Collateral Agent or any Secured Party) shall remain liable (as between itself and any relevant counterparty) to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

Section 2.04. As to Intellectual Property Collateral. (a) Except to the extent failure to act could not reasonably be expected to have a Material Adverse Effect, with respect to registration or pending application of each item of its Intellectual Property Collateral for which such Grantor has standing to do so, each Grantor agrees to take, at its expense, all steps,

including, without limitation, in the U.S. Patent and Trademark Office, the U.S. Copyright Office and any other governmental authority located in the United States, to (i) maintain the validity and enforceability of any registered Intellectual Property Collateral (or applications therefor) and maintain such Intellectual Property Collateral in full force and effect, and (ii) pursue the registration and maintenance of each Patent, Trademark, or Copyright registration or application, now or hereafter included in such Intellectual Property Collateral of such Grantor, including, without limitation, the payment of required fees and taxes, the filing of responses to office actions issued by the U.S. Patent and Trademark Office, the U.S. Copyright Office or other governmental authorities, the filing of applications for renewal or extension, the filing of affidavits under Sections 8 and 15 or the U.S. Trademark Act, the filing of divisional, continuation, continuation-in-part, reissue and renewal applications or extensions, the payment of maintenance fees and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings.

(b) Except as could not reasonably be expected to have a Material Adverse Effect, no Grantor shall do or permit any act or knowingly omit to do any act whereby any of its Intellectual Property Collateral may lapse, be terminated, or become invalid or unenforceable or placed in the public domain (or in case of a trade secret, lose its competitive value).

(c) Except where failure to do so could not reasonably be expected to have a Material Adverse Effect, each Grantor shall take all steps to preserve and protect each item of its Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Trademarks, consistent with the quality of the products and services as of the date hereof, and taking all steps necessary to ensure that all licensed users of any of the Trademarks abide by the applicable license's terms with respect to the standards of quality.

(d) Each Grantor agrees that, should it obtain an ownership or other interest in any Intellectual Property Collateral after the Closing Date ("After-Acquired Intellectual Property") (i) the provisions of this Agreement shall automatically apply thereto, and (ii) any such After-Acquired Intellectual Property and, in the case of Trademarks, the goodwill symbolized thereby, shall automatically become part of the Intellectual Property Collateral subject to the terms and conditions of this Agreement with respect thereto.

(e) Once every fiscal quarter of the Borrower, with respect to issued or registered Patents (or published applications therefor) or Trademarks (or applications therefor), and once every month, with respect to registered Copyrights, each Grantor shall sign and deliver to the Collateral Agent an appropriate Intellectual Property Security Agreement with respect to all applicable Intellectual Property owned or exclusively licensed by it as of the last day of such period, to the extent that such Intellectual Property is not covered by any previous Intellectual Property Security Agreement so signed and delivered by it. In each case, it will promptly cooperate as reasonably necessary to enable the Collateral Agent to make any necessary or reasonably desirable recordings with the U.S. Copyright Office or the U.S. Patent and Trademark Office, as appropriate.

(f) Nothing in this Agreement prevents any Grantor from discontinuing the use or maintenance of any or its Intellectual Property Collateral to the extent permitted by the Credit

Agreement if such Grantor determines in its reasonable business judgment that such discontinuance is desirable in the conduct of its business.

### ARTICLE III

#### Remedies

Section 3.01. Remedies Upon Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right, at the same or different times, with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any anti-assignment provision contained in any then existing licensing arrangements to the extent that (i) such anti-assignment provision is not rendered ineffective by any applicable law, including the UCC or (ii) waivers cannot be obtained after using commercially reasonable efforts), and, generally, to exercise any and all rights afforded to a secured party with respect to the Secured Obligations under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law and the notice requirements described below, to sell or otherwise dispose of all or any part of the Collateral securing the Secured Obligations at a public or private sale, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. Each such purchaser at any sale of Collateral shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the applicable Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be



retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Secured Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court appointed receiver. Any sale pursuant to the provisions of this Section 3.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the New York UCC or its equivalent in other jurisdictions.

Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) during the continuance of an Event of Default and after notice to the Borrower of its intent to exercise such rights (except in the case of a Bankruptcy Event of Default, in which case no such notice shall be required), for the purpose of (i) making, settling and adjusting claims in respect of the Collateral under policies of insurance and endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance, (ii) making all determinations and decisions with respect thereto and (iii) obtaining or maintaining the policies of insurance required by Section 6.07 of the Credit Agreement or to pay any premium in whole or in part relating thereto. All sums disbursed by the Collateral Agent in connection with this paragraph, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, within 10 days of demand, by the Grantors to the Collateral Agent and shall be additional Secured Obligations secured hereby.

By accepting the benefits of this Agreement and each other Collateral Document, the Secured Parties expressly acknowledge and agree that this Agreement and each other Collateral Document may be enforced only by the action of the Collateral Agent acting upon the instructions of the Required Lenders and that no other Secured Party shall have any right individually to seek to enforce or to enforce this Agreement or to realize upon the security to be granted hereby, it being understood and agreed that such rights and remedies may be exercised by the Collateral Agent for the benefit of the Secured Parties upon the terms of this Agreement and the other Collateral Documents.

Section 3.02. Application of Proceeds. The Collateral Agent shall apply the proceeds of any collection or sale of Collateral, including any Collateral consisting of cash, in accordance with the provisions of Section 8.04 of the Credit Agreement. The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof. It is understood and agreed that the Grantors shall remain jointly and severally liable to the extent of any deficiency between the amount of the proceeds of the Collateral and the aggregate amount of the Secured Obligations.

Section 3.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Agreement at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor shall, upon request by the Collateral Agent at any time after and during the continuance of an Event of Default, grant to the Collateral Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent may be exercised, at the option of the Collateral Agent, during the continuation of an Event of Default; provided that any license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

#### ARTICLE IV

##### Indemnity, Subrogation and Subordination

Section 4.01. Indemnity. In addition to all such rights of indemnity and subrogation as the Grantors may have under applicable law (but subject to Section 4.03), each Guaranteed Party (as defined in the Guaranty) agrees that, in the event any assets of any Grantor shall be sold pursuant to this Agreement or any other Collateral Document to satisfy in whole or in part an Obligation owing directly by such Guaranteed Party to any Secured Party (i.e., other than pursuant to its capacity as a Guarantor under the Guaranty), such Guaranteed Party shall indemnify such Grantor in an amount equal to the fair market value of the assets so sold.

Section 4.02. Contribution and Subrogation. At any time a payment by any Subsidiary Party in respect of the Secured Obligations is made under this Agreement or any other Collateral Document as a result of a sale of assets by such Subsidiary Party that shall not have been fully indemnified as provided in Section 4.01, the right of contribution of each Subsidiary Party against each other Subsidiary Party shall be determined as provided in the immediately succeeding sentence, with the right of contribution of each Subsidiary Party to be

revised and restated as of each date on which a payment (a "Relevant Payment") is made on the Secured Obligations under this Agreement and not indemnified pursuant to Section 4.01. At any time that a Relevant Payment is made by a Subsidiary Party that results in the aggregate payments made by such Subsidiary Party in respect of the Secured Obligations to and including the date of the Relevant Payment exceeding such Subsidiary Party's Contribution Percentage (as defined below) of the aggregate payments made by all Subsidiary Parties in respect of the Secured Obligations to and including the date of the Relevant Payment (such excess, the "Aggregate Excess Amount"), each such Subsidiary Party shall have a right of contribution against each other Subsidiary Party who has made payments in respect of the Secured Obligations to and including the date of the Relevant Payment in an aggregate amount less than such other Subsidiary Party's Contribution Percentage of the aggregate payments made to and including the date of the Relevant Payment by all Subsidiary Parties in respect of the Secured Obligations (the aggregate amount of such deficit, the "Aggregate Deficit Amount") in an amount equal to (x) a fraction the numerator of which is the Aggregate Excess Amount of such Subsidiary Party and the denominator of which is the Aggregate Excess Amount of all Subsidiary Parties multiplied by (y) the Aggregate Deficit Amount of such other Subsidiary Party. A Subsidiary Party's right of contribution pursuant to the preceding sentences shall arise at the time of each computation, subject to adjustment to the time of each computation; provided that the contribution rights of such Subsidiary Party shall be subject to Section 4.03. As used in this Section 4.02: (i) each Subsidiary Party's "Contribution Percentage" shall mean the percentage obtained by dividing (x) the Adjusted Net Worth (as defined below) of such Subsidiary Party by (y) the aggregate Adjusted Net Worth of all Subsidiary Parties; (ii) the "Adjusted Net Worth" of each Subsidiary Party shall mean the greater of (x) the Net Worth (as defined below) of such Subsidiary Party and (y) zero; and (iii) the "Net Worth" of each Subsidiary Party shall mean the amount by which the fair saleable value of such Subsidiary Party's assets on the date of any Relevant Payment exceeds its existing debts and other liabilities (including contingent liabilities, but without giving effect to any Guaranteed Obligations arising under the Subsidiary Guaranty or any guaranteed obligations arising under any guaranty of the Senior Subordinated Notes or any Permitted Refinancing thereof) on such date. Notwithstanding anything to the contrary contained above, any Subsidiary Party that is released from this Agreement pursuant to Section 5.13 hereof shall thereafter have no contribution obligations, or rights, pursuant to this Section 4.02, and at the time of any such release, if the released Subsidiary Party had an Aggregate Excess Amount or an Aggregate Deficit Amount, same shall be deemed reduced to \$0, and the contribution rights and obligations of the remaining Subsidiary Parties shall be recalculated on the respective date of release (as otherwise provided above) based on the payments made hereunder by the remaining Subsidiary Parties. Each of the Subsidiary Parties recognizes and acknowledges that the rights to contribution arising hereunder shall constitute an asset in favor of the party entitled to such contribution. In this connection, each Subsidiary Party has the right to waive its contribution right against any other Subsidiary Party to the extent that after giving effect to such waiver such Subsidiary Party would remain solvent, in the determination of the Required Lenders.

Section 4.03. Subordination. Notwithstanding any provision of this Agreement to the contrary, all rights of the Grantors under Sections 4.01 and 4.02 and all other rights of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to the indefeasible payment in full in cash of the Secured Obligations (or the termination of this agreement in accordance with Section 5.13); provided, that if any amount

shall be paid to such Grantor on account of such subrogation rights at any time prior to the irrevocable payment in full in cash of all the Secured Obligations (or the termination of this agreement in accordance with Section 5.13), such amount shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Collateral Agent to be credited and applied against the Secured Obligations, whether matured or unmatured, in accordance with Section 3.02(a). No failure on the part of the Borrower or any Grantor to make the payments required by Sections 4.01 and 4.02 (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Grantor with respect to its obligations hereunder, and each Grantor shall remain liable for the full amount of the obligations of such Grantor hereunder.

## ARTICLE V

### Miscellaneous

Section 5.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 10.02 of the Credit Agreement. All communications and notices hereunder to any Subsidiary Party shall be given to it in care of the Borrower as provided in Section 10.02 of the Credit Agreement.

Section 5.02. Waivers; Amendment. (a) No failure or delay by the Collateral Agent, any L/C Issuer or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent, the L/C Issuers and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 5.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Collateral Agent, any Lender or any L/C Issuer may have had notice or knowledge of such Default at the time. No notice or demand on any Loan Party in any case shall entitle any Loan Party to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Loan Party or Loan Parties with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.01 of the Credit Agreement.

Section 5.03. Collateral Agent's Fees and Expenses; Indemnification. (a) The parties hereto agree that the Collateral Agent shall be entitled to reimbursement of its expenses incurred hereunder as provided in Section 10.04 of the Credit Agreement.

(b) Without limitation of its indemnification obligations under the other Loan Documents, the Borrower agrees to indemnify the Collateral Agent and the other Indemnitees (as defined in Section 10.05 of the Credit Agreement) against, and hold each Indemnatee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the reasonable fees, charges and disbursements of any counsel for any Indemnatee, incurred by or asserted against any Indemnatee arising out of, in connection with, or as a result of, the execution, delivery, performance or enforcement of this Agreement or any claim, litigation, investigation or proceeding relating to any of the foregoing agreement or instrument contemplated hereby, or to the Collateral, whether or not any Indemnatee is a party thereto; provided that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses have resulted from the gross negligence or willful misconduct of such Indemnatee or of any Affiliate, director, officer, employee, counsel, agent, trustee, investment advisor or attorney-in-fact of such Indemnatee.

(c) Any such amounts payable as provided hereunder shall be additional Secured Obligations secured hereby and by the other Collateral Documents. The provisions of this Section 5.03 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Secured Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any other Secured Party. All amounts due under this Section 5.03 shall be payable within 10 days of written demand therefor.

Section 5.04. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

Section 5.05. Survival of Agreement. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Lenders and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any Lender or on its behalf and notwithstanding that the Collateral Agent, any L/C Issuer or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under any Loan Document is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated.

Section 5.06. Counterparts; Effectiveness; Several Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement. This Agreement shall become effective as to any Loan

Party when a counterpart hereof executed on behalf of such Loan Party shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Loan Party and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Loan Party, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Loan Party shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Loan Party and may be amended, modified, supplemented, waived or released with respect to any Loan Party without the approval of any other Loan Party and without affecting the obligations of any other Loan Party hereunder.

Section 5.07. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 5.08. Right of Set-Off. In addition to any rights and remedies of the Lenders provided by Law, upon the occurrence and during the continuance of any Event of Default, each Lender and its Affiliates is authorized at any time and from time to time, without prior notice to the Borrower or any other Loan Party, any such notice being waived by the Borrower and each Loan Party to the fullest extent permitted by applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other Indebtedness at any time owing by, such Lender and its Affiliates to or for the credit or the account of the respective Loan Parties against any and all obligations owing to such Lender and its Affiliates hereunder, now or hereafter existing, irrespective of whether or not such Lender or Affiliate shall have made demand under this Agreement and although such obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or Indebtedness. Each Lender agrees promptly to notify the Borrower and the Collateral Agent after any such set off and application made by such Lender; provided, that the failure to give such notice shall not affect the validity of such setoff and application. The rights of each Lender under this Section 5.08 are in addition to other rights and remedies (including other rights of setoff) that such Lender may have.

Section 5.09. Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Each of the Loan Parties hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York City and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of

or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Collateral Agent, any L/C Issuer or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Grantor or its properties in the courts of any jurisdiction.

(c) Each of the Loan Parties hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section 5.09. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 5.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 5.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.10.

Section 5.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

Section 5.12. Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest, the grant of a security interest in the Pledged Collateral and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, the



Secured Hedge Agreements, any agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document, the Secured Hedge Agreements or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Secured Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Secured Obligations or this Agreement.

Section 5.13. Termination or Release. (a) This Agreement, the Security Interest and all other security interests granted hereby shall terminate with respect to all Secured Obligations when all the outstanding Secured Obligations have been indefeasibly paid in full and the Lenders have no further commitment to lend under the Credit Agreement, the L/C Obligations have been reduced to zero and the L/C Issuers have no further obligations to issue Letters of Credit under the Credit Agreement.

(b) A Subsidiary Party shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Subsidiary Party shall be automatically released upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Subsidiary Party ceases to be a Subsidiary of the Borrower; provided that the Required Lenders shall have consented to such transaction (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise.

(c) Upon any sale or other transfer by any Grantor of any Collateral that is permitted under the Credit Agreement, or upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 10.01 of the Credit Agreement, the security interest in such Collateral shall be automatically released.

(d) In connection with any termination or release pursuant to paragraph (a), (b) or (c), the Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 5.13 shall be without recourse to or warranty by the Collateral Agent.

(e) At any time that the respective Grantor requests that the Collateral Agent take any action described in the preceding clause (d), it shall, upon request of the Collateral Agent, deliver to the Collateral Agent an officer's certificate certifying that the release of the respective Collateral is permitted pursuant to paragraph (a), (b) or (c). The Collateral Agent shall have no liability whatsoever to any Secured Party as the result of any release of Collateral by it as permitted (or which the Collateral Agent in good faith believes to be permitted) by this Section 5.13.

(f) Notwithstanding anything to contrary set forth in this Agreement, each Cash Management Bank and each Hedge Bank by the acceptance of the benefits under this Agreement hereby acknowledge and agree that (i) the Security Interests granted under this Agreement of the



Secured Obligations of the Borrower or any Subsidiary under any Secured Hedge Agreement and the Cash Management Obligations shall be automatically released upon termination of the Aggregate Commitments and payment in full of all other Secured Obligations, in each case, unless the Secured Obligations under the Secured Hedge Agreement or the Cash Management Obligations are due and payable at such time (it being understood and agreed that this Agreement and the Security Interests granted herein shall survive solely as to such due and payable Secured Obligations and until such time as such due and payable Secured Obligations have been paid in full) and (ii) any release of Collateral or of a Grantor, as the case may be, effected in the manner permitted by this Agreement shall not require the consent of any Hedge Bank or Cash Management Bank.

Section 5.14. Additional Restricted Subsidiaries. Pursuant to (and to the extent required by) Section 6.11 of the Credit Agreement, certain Restricted Subsidiaries of the Loan Parties that were not in existence or not Restricted Subsidiaries on the date of the Credit Agreement are required to enter in this Agreement as Subsidiary Parties upon becoming Restricted Subsidiaries. Upon execution and delivery by the Collateral Agent and a Restricted Subsidiary of an Intellectual Property Security Agreement Supplement, such Restricted Subsidiary shall become a Subsidiary Party hereunder with the same force and effect as if originally named as a Subsidiary Party herein. The execution and delivery of any such instrument shall not require the consent of any other Loan Party hereunder. The rights and obligations of each Loan Party hereunder shall remain in full force and effect notwithstanding the addition of any new Loan Party as a party to this Agreement.

Section 5.15. General Authority of the Collateral Agent. By acceptance of the benefits of this Agreement and any other Collateral Documents, each Secured Party (whether or not a signatory hereto) shall be deemed irrevocably (a) to consent to the appointment of the Collateral Agent as its agent hereunder and under such other Collateral Documents, (b) to confirm that the Collateral Agent shall have the authority to act as the exclusive agent of such Secured Party for the enforcement of any provisions of this Agreement and such other Collateral Documents against any Grantor, the exercise of remedies hereunder or thereunder and the giving or withholding of any consent or approval hereunder or thereunder relating to any Collateral or any Grantor's obligations with respect thereto, (c) to agree that it shall not take any action to enforce any provisions of this Agreement or any other Collateral Document against any Grantor, to exercise any remedy hereunder or thereunder or to give any consents or approvals hereunder or thereunder except as expressly provided in this Agreement or any other Collateral Document and (d) to agree to be bound by the terms of this Agreement and any other Collateral Documents.

Section 5.16. Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby appoints the Collateral Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof at any time after and during the continuance of an Event of Default, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Collateral Agent shall have the right, upon the occurrence and during the continuance of an Event of Default and (unless a Bankruptcy Event of Default has occurred and is continuing) delivery of notice by the Collateral Agent to the Borrower of its intent to exercise

such rights, with full power of substitution either in the Collateral Agent's name or in the name of such Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice relating to any of the Collateral; (d) to send verifications of Accounts to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent or to a Collateral Account and adjust, settle or compromise the amount of payment of any Account; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; provided that nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct or that of any of their Affiliates, directors, officers, employees, counsel, agents or attorneys-in-fact.


Section 5.17. Effectiveness of the Merger. (a) Target and its Subsidiaries shall have no rights or obligations hereunder until the consummation of the Merger and any representations and warranties of Target or any of its Subsidiaries hereunder shall not become effective until such time. Upon consummation of the Merger, Target shall succeed to all the rights and obligations of Merger Sub under this Agreement and all rights, obligations, representations and warranties of Target and its Subsidiaries shall become effective as of the date hereof, without any further action by any Person.

(b) Upon consummation of the Secondary Merger, Opco shall succeed to all the rights and obligations of Target under this Agreement and all rights, obligations, representations and warranties of Opco and its Subsidiaries shall become effective as of the date hereof, without any further action by any Person.

Section 5.18. Recourse; Limited Obligations. This Agreement is made with full recourse to each Grantor and pursuant to and upon all the warranties, representations, covenants and agreements on the part of such Grantor contained herein, in the Loan Documents and the other Secured Credit Documents and otherwise in writing in connection herewith or therewith, with respect to the Secured Obligations of each applicable Secured Party. It is the desire and intent of each Grantor and each applicable Secured Party that this Agreement shall be enforced against each Grantor to the fullest extent permissible under the laws applied in each

jurisdiction in which enforcement is sought. Notwithstanding anything to the contrary contained herein, and in furtherance of the foregoing, it is noted that the obligations of each Grantor that is a Subsidiary Party have been limited as expressly provided in the Subsidiary Guaranty and are limited hereunder as and to the same extent provided therein.

ACTIVANT SOLUTIONS INC.

By: 

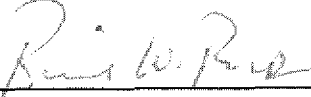
Name:

Title:

TRADEMARK Security Agreement

REEL: 003315 FRAME: 0028

ACTIVANT SOLUTIONS HOLDINGS INC.

By: 

Name:

Title:

TRADEMARK

REEL: 003315 FRAME: 0029

CCI/ARD, INC.

By: 

Name: Chris Speltz

Title: President

HM COOP LLC

By: Activant Solutions Inc., as its Sole  
Member

By: 

Name: Richard Rew

Title: VP, General Counsel & Secretary

CCI/TRIAD GEM, INC.

DISTRIBUTOR INFORMATION SYSTEMS  
CORPORATION

ENTERPRISE COMPUTER SYSTEMS, INC.

PRELUDE SYSTEMS, INC.

PROPHET 21 CANADA INC.

PROPHET 21 INVESTMENT CORPORATION

PROPHET 21 (NEW JERSEY), INC.

PROPHET 21, INC.

SDI MERGER CORPORATION

SPEEDWARE HOLDINGS, INC.

SPEEDWARE USA INC.

STANPAK SYSTEMS, INC.

TRADE SERVICE SYSTEMS, INC.

TRIAD DATA CORPORATION

TRIAD SYSTEMS CORPORATION

TRIAD SYSTEMS FINANCIAL CORPORATION

By: 

Name: Richard Rew

Title: Secretary

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

LONE STAR HOLDING CORP.

By: LOO OLO  
Name:  
Title:

LONE STAR MERGER CORP.

By: 100000

Name:

Title:

TRADEMARK

REEL: 003315 FRAME: 0032



RECEIVED FROM DEUTSCHE BANK

By: Paul O'Leary Name: Paul O'Leary Title: Vice President  
By: Scotty Lindsey Name: Scotty Lindsey Title: Director

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Collateral Agent

SUBSIDIARY PARTIES

CCI/ARD, Inc.  
CCI/Triad Gem, Inc.  
Distributor Information Systems Corporation  
Enterprise Computer Systems, Inc.  
HM Coop LLC  
Prelude Systems, Inc.  
Prophet 21 Canada Inc.  
Prophet 21 Investment Corporation  
Prophet 21 (New Jersey), Inc.  
Prophet 21, Inc.  
SDI Merger Corporation  
Speedware Holdings, Inc.  
Speedware USA Inc.  
Stanpak Systems, Inc.  
Trade Service Systems, Inc.  
Triad Data Corporation  
Triad Systems Corporation  
Triad Systems Financial Corporation

SCHEDULE II  
to the Intellectual Property  
Security Agreement

U.S. COPYRIGHTS OWNED BY ACTIVANT SOLUTIONS INC.

Company Owner	LOC Reg #	LOC Reg Date	Copyright Title
Activant Solutions Inc.	TXu590938	7/15/1993	(Form CA for Supplementary Registration filed)
Activant Solutions Inc.	TXu1928749	10/14/1986	Accounts Payable
Activant Solutions Inc.	TXu1930780	10/16/1986	Accounts Receivable
Activant Solutions Inc.	TXu514350	5/1/1992	Accounts Receivable, Level 21.6700
Activant Solutions Inc.	TXu514364	5/1/1992	Accounts Receivable, Level 24.9900
Activant Solutions Inc.	TX6141483	3/2/2005	Activant Eagle Business Advisor Level 11
Activant Solutions Inc.	TX 6141488	3/2/2005	Activant Eagle Business Advisor Level 12
Activant Solutions Inc.	TX 6141486	3/2/2005	Activant Eagle Business Advisor Level 14
Activant Solutions Inc.	TX6141484	3/2/2005	Activant Eagle Network Access Level 11
Activant Solutions Inc.	TX6141485	3/2/2005	Activant Eagle Network Access Level 12
Activant Solutions Inc.	TX 6141487	3/3/2005	Activant Eagle Network Access Level 14
Activant Solutions Inc.	TX6145264	3/3/2005	Activant Eagle Point of Sale Level 11
Activant Solutions Inc.	TX-6145265b	3/3/2005	Activant Eagle Point of Sale Level 12
Activant Solutions Inc.	TXu1229125	3/3/2005	Activant Eagle Point of Sale Level 12
Activant Solutions Inc.	TX6145265	3/3/2005	Activant Eagle Point of Sale Level 14
Activant Solutions Inc.	TX6080698	11/19/2004	Activant Eclipse
Activant Solutions Inc.	TX 6126468	2/14/2005	Activant EZConnect
Activant Solutions Inc.	TX 6066256	10/27/2004	Activant Inventory System Sales Order Entry, R10.0
Activant Solutions Inc.	TX5875395	3/19/2004	Activant Inventory Systems Sales Order Entry, Version 10
Activant Solutions Inc.	TX5875394	3/19/2004	Activant Inventory Systems Sales Order Entry, Version 8
Activant Solutions Inc.	TX6072714	11/19/2004	Activant LaserCat (Electronic Database)
Activant Solutions Inc.	TX5072002	5/11/2000	A-DIS 50 SCO UNIX 3.2.4.2 SCO open server 5.04
Activant Solutions Inc.	TXu514347	5/1/1992	Advanced Inventory, Level 21.6700
Activant Solutions Inc.	TXu514359	5/1/1992	Advanced Inventory, Level 24.9900
Activant Solutions Inc.	TXu514349	5/1/1992	Advanced Point of Sale Invoicing, Level 21.6700
Activant Solutions Inc.	TXu514358	5/1/1992	Advanced Point of Sale Invoicing, Level 24.9900
Activant Solutions Inc.	TXu780979	11/5/1996	Activant PC Access, Level 1.0.0311
Activant Solutions Inc.	TXu515915	5/11/1992	Activant System Manual, Level 23.3 (Vols. 1-3)
Activant Solutions Inc.	TXu503012	2/3/1992	AUTOSHIMS Accounting System, Version 2.2
Activant Solutions Inc.	TXu503017	2/3/1992	AUTOSHIMS File Maintenance, Version 2.2
Activant Solutions Inc.	TXu503016	2/3/1992	AUTOSHIMS Inventory Control, Version 2.2
Activant Solutions Inc.	TXu503013	2/3/1992	AUTOSHIMS Sales Order Entry, Version 2.2
Activant Solutions Inc.	TXu514354	5/1/1992	Auxiliary, Level 21.6000
Activant Solutions Inc.	TXu514355	5/1/1992	Auxiliary, Level 24.9900
Activant Solutions Inc.	TXu514353	5/1/1992	Basic Inventory, Level 21.6700
Activant Solutions Inc.	TXu514361	5/1/1992	Basic Inventory, Level 24.9900
Activant Solutions Inc.	TXu514348	5/1/1992	Basic Point of Sale Invoicing, Level 21.6700
Activant Solutions Inc.	TXu514360	5/1/1992	Basic Point of Sale, Level 24.9900

SCHEDULE II  
to the Intellectual Property  
Security Agreement

Company Owner	LOC Reg #	LOC Reg Date	Copyright Title
Activant Solutions Inc.	TXu875348	8/13/1998	CCI/Triad Activant Applications Software (Series 12), Level 28.1000 "Year 2000" Release U.S., U.K. and Canada
Activant Solutions Inc.	TXu892267	8/13/1998	CCI/Triad Activant Auxiliary (Series 12), Level 28.1000 "Year 2000" Release U.S., U.K. and Canada
Activant Solutions Inc.	TXu892268	8/13/1998	CCI/Triad Activant Utilities (Series 12), Level 28.1000 "Year 2000" Release U.S., U.K. and Canada
Activant Solutions Inc.	TXu872184	8/13/1998	CCI/Triad Launcher, Level 1.0
Activant Solutions Inc.	TXu1027083	4/13/2001	CCI/Triad Ultimate Software
Activant Solutions Inc.	TX6126470	2/14/2005	Cooperative Computing Inc.'s CCIComm Version 3
Activant Solutions Inc.	TX6126471	2/14/2005	Cooperative Computing Inc.'s CCIComm Version 7
Activant Solutions Inc.	TX6126467	2/14/2005	Cooperative Computing Inc.'s EZConnect
Activant Solutions Inc.	TX6126469	2/14/2005	Cooperative Computing, Inc.'s CCIComm
Activant Solutions Inc.	TXu589250	6/20/1994	CounterCoach, Ver. 1.7
Activant Solutions Inc.	TXu618341	6/20/1994	Creating Quality Products Using Quality Criteria
Activant Solutions Inc.	TXu537491	9/15/1992	Electronic Catalog Functional Specifications
Activant Solutions Inc.	TXu1956216	11/7/1986	EOD/EOM Closing and Balancing Procedures
Activant Solutions Inc.	TXu515914	5/11/1992	Field Service Technical Reference Manual
Activant Solutions Inc.	TXu1925595	10/16/1986	General Ledger
Activant Solutions Inc.	TXu595987	2/17/1994	Hardgoods DX10 Applications Software, Level 6.0
Activant Solutions Inc.	TXu595988	2/17/1994	Hardgoods DX10 Applications Software, Level 6.5
Activant Solutions Inc.	TXu595989	2/17/1994	Hardgoods DX10 Applications Software, Level 7.1
Activant Solutions Inc.	TXu595990	2/17/1994	Hardgoods DX10 Applications Software, Level 7.2
Activant Solutions Inc.	TXu595991	2/17/1994	Hardgoods DX10 Applications Software, Level 8.1
Activant Solutions Inc.	TXu595992	2/17/1994	Hardgoods DX10 Applications Software, Level 9.0
Activant Solutions Inc.	TXu594781	7/28/1993	Hardgoods Eagle Application Software, Level 11.0941
Activant Solutions Inc.	TXu594782	7/28/1993	Hardgoods Eagle Application Software, Level 12.2499
Activant Solutions Inc.	TXu625953	3/15/1994	Hardgoods Eagle Application Software, Level 14.2964
Activant Solutions Inc.	TXu708500	9/18/1995	Hardlines Eagle Application Software, Level 16
Activant Solutions Inc.	TXu744891	5/31/1996	Hardlines Eagle Application Software, Level 17
Activant Solutions Inc.	TXu786774	10/21/1996	Hardlines Eagle Application Software, Level 17 (PCO 2877)
Activant Solutions Inc.	TXu774560	10/20/1997	HREP Act! Defaults, Level 3.0
Activant Solutions Inc.	TXu774783	10/20/1997	Intelligent Query Daily Report Summary Diskette, Ver. 1.1
Activant Solutions Inc.	TXu786769	10/21/1996	Interchange Demo Software, Ver. 1.00
Activant Solutions Inc.	TXu759245	9/20/1996	IQ Procedures Disk DSSA-1, Ver. 2.0
Activant Solutions Inc.	TXu535834	9/2/1992	LaserCat Electronic Catalog Database (September 1992 Release)
Activant Solutions Inc.	TXu678984	3/20/1995	loadSTAR Eclipse Application and Utility Software, v1
Activant Solutions Inc.	TXu678985	3/28/1995	loadSTAR Eclipse Application and Utility Software, v2.006
Activant Solutions Inc.	TXu678982	3/20/1995	loadSTAR Jobber Application and Software (Triad Prism, Release 3B.3)
Activant Solutions Inc.	TXu678983	3/20/1995	loadSTAR Jobber Application and Utility Software, v8
Activant Solutions Inc.	TXu537492	9/15/1992	Low Level Retrieval Routines, Run-Time Library Reference
Activant Solutions Inc.	TXu299230	10/28/1987	Lumber and Building Materials Systems
Activant Solutions Inc.	TXu360602	3/31/1989	Lumber and Building Materials Systems

SCHEDULE II  
to the Intellectual Property  
Security Agreement

Company Owner	LOC Reg #	LOC Reg Date	Copyright Title
Activant Solutions Inc.	TXu400651	12/29/1989	Lumber and Building Materials Systems
Activant Solutions Inc.	TXu514343	5/1/1992	Multi-Store, Level 21.6700
Activant Solutions Inc.	TXu514365	5/1/1992	Multi-Store, Level 24.9900
Activant Solutions Inc.	TXu514363	5/1/1992	Operating System (Series 10), Level 21.9600
Activant Solutions Inc.	TXu514346	5/1/1992	Operating System (Series 12), Level 21.6000
Activant Solutions Inc.	TXu514362	5/1/1992	Operating System (Series 12), Level 24.9900
Activant Solutions Inc.	TXu514344	5/1/1992	Operating Systems (Series 10), Level 21.6200
Activant Solutions Inc.	TXu514351	5/1/1992	Order Entry Invoicing, Level 21.6700
Activant Solutions Inc.	TXu514357	5/1/1992	Order Entry Invoicing, Level 24.9900
Activant Solutions Inc.	TXu535796	9/2/1992	Parts Catalog Lookup (Easy Key Ver.), Level 2.3
Activant Solutions Inc.	TXu535797	9/2/1992	Parts Catalog Lookup (Quick Key Ver.), Level 2.3
Activant Solutions Inc.	TXu568617	5/24/1993	PC Access Plus, Level 1.9.575
Activant Solutions Inc.	TXu625954	3/15/1994	PC Access Plus, Level 2.3.002
Activant Solutions Inc.	TXu744889	5/31/1996	PC Access Plus, Level 4.0
Activant Solutions Inc.	TXu786768	10/21/1996	PC Connect, Ver. 1.0
Activant Solutions Inc.	TXu746792	7/15/1996	Plextor Driver Install, Ver. LC0865
Activant Solutions Inc.	TXu750494	7/15/1996	PowerPricer Applications for Triad Prism, Release 1.0
Activant Solutions Inc.	TXu774606	10/20/1997	PowerPricer Applications Software for Series 12, Release 1.0
Activant Solutions Inc.	TXu734468	4/23/1996	Program to Print ADA Form for Delta Dental California Providers, Ver. 1.0
Activant Solutions Inc.	TXu734467	4/23/1996	Program to Print ADA Form, Ver. 1994
Activant Solutions Inc.	TXu1967916	12/15/1986	Purchase Order Control Inc. Order Pt. Calc.
Activant Solutions Inc.	TXu774784	10/20/1997	RepairSource DOS Program, Level 1.0
Activant Solutions Inc.	TXu514345	5/1/1992	Report Spooler, Level 21.6000
Activant Solutions Inc.	TXu514366	5/1/1992	Report Spooler, Level 24.9900
Activant Solutions Inc.	TXu510835	3/30/1992	REST, Level 22.7800
Activant Solutions Inc.	TXu510836	3/30/1992	REST, Level 23.9820
Activant Solutions Inc.	TXu594276	9/17/1993	Series 12 Diagnostics Software, Release 6.1
Activant Solutions Inc.	TXu532373	9/9/1992	Series 12 Diagnostics Software, Rev: 0001 01/85
Activant Solutions Inc.	TXu532374	9/9/1992	Series 12 Diagnostics Software, Rev: 5.10 07/01/92
Activant Solutions Inc.	TXu734469	4/23/1996	Series 12/14 Diagnostics Software, Release 6.3
Activant Solutions Inc.	TXu571297	5/24/1993	Sierra POS, Level 1.16.577
Activant Solutions Inc.	TXu625955	3/15/1994	Sierra POS, Level 2.2.000
Activant Solutions Inc.	TXu604355	5/31/1996	Sierra POS, Level 4.0
Activant Solutions Inc.	TXu1930766	10/20/1986	System Introduction
Activant Solutions Inc.	TXu1838263	6/11/1986	System Intro-Series 10
Activant Solutions Inc.	TXu1831780	6/9/1986	System Intro-Series 10 Activant Division Customer Education-Previous or Alternative Title
Activant Solutions Inc.	TXu1831781	6/9/1986	System Intro-Series 10, Customer Education Instructor's Manual: Executive Workstation Edition
Activant Solutions Inc.	TXu514368	5/1/1992	Telepart, Level 23.9500
Activant Solutions Inc.	TXu514367	5/1/1992	Telepart, Level 24.9900
Activant Solutions Inc.	TXu589252	6/20/1994	TelePart, Ver. 1.27

SCHEDULE II  
to the Intellectual Property  
Security Agreement

Company Owner	LOC Reg #	LOC Reg Date	Copyright Title
Activant Solutions Inc.	TXu503032	2/5/2002	The Ultimate System Manual
Activant Solutions Inc.	TXu715659	5/10/1996	Triad Activant Applications Software (Series 12), Level 25.3208
Activant Solutions Inc.	TXu575113	9/2/1993	Triad Activant Applications Software (Prism Release A)
Activant Solutions Inc.	TXu538805	10/20/1992	Triad Activant Applications Software (Series 12), Level 23.9555
Activant Solutions Inc.	TXu557548	3/29/1993	Triad Activant Applications Software (Series 12), Level 24.2000
Activant Solutions Inc.	TXu586347	8/18/1993	Triad Activant Applications Software (Series 12), Level 24.3000
Activant Solutions Inc.	TXu570959	5/24/1993	Triad Activant Applications Software (Series 12), Level 25.100
Activant Solutions Inc.	TXu603654	11/15/1993	Triad Activant Applications Software (Series 12), Level 25.2000
Activant Solutions Inc.	TXu667076	10/27/1994	Triad Activant Applications Software (Series 12), Level 25.3000
Activant Solutions Inc.	TXu667077	10/27/1994	Triad Activant Applications Software (Series 12), Level 25.5000
Activant Solutions Inc.	TXu715658	5/10/1996	Triad Activant Applications Software (Series 12), Level 25.5135
Activant Solutions Inc.	TXu725268	3/4/1996	Triad Activant Applications Software (Series 12), Level 26.1000
Activant Solutions Inc.	TXu786770	10/21/1996	Triad Activant Applications Software (Series 12), Level 26.1135
Activant Solutions Inc.	TXu762422	9/20/1996	Triad Activant Applications Software (Series 12), Level 26.3000
Activant Solutions Inc.	TXu774593	10/20/1997	Triad Activant Applications Software (Series 12), Level 27.1000
Activant Solutions Inc.	TXu786773	10/21/1996	Triad Activant Applications Software (Triad DataServer, Release 5.1 Canada)
Activant Solutions Inc.	TXu678784	3/6/1995	Triad Activant Applications Software (Triad Prism, Release 3B.1)
Activant Solutions Inc.	TXu683173	3/6/1995	Triad Activant Applications Software (Triad Prism, Release 3B.2)
Activant Solutions Inc.	TXu681754	3/14/1995	Triad Activant Applications Software (Triad Prism, Release 3B.3)
Activant Solutions Inc.	TXu702762	8/7/1995	Triad Activant Applications Software (Triad Prism, Release 3B.4)
Activant Solutions Inc.	TXu677575	8/7/1995	Triad Activant Applications Software (Triad Prism, Release 3C)
Activant Solutions Inc.	TXu677325	8/7/1995	Triad Activant Applications Software (Triad Prism, Release 3C.1)
Activant Solutions Inc.	TXu677326	8/7/1995	Triad Activant Applications Software (Triad Prism, Release 3C.1.1)
Activant Solutions Inc.	TXu715660	5/10/1996	Triad Activant Applications Software (Triad Prism, Release 4A Canada)
Activant Solutions Inc.	TXu715661	5/10/1996	Triad Activant Applications Software (Triad Prism, Release 4A UK)
Activant Solutions Inc.	TXu715670	5/10/1996	Triad Activant Applications Software (Triad Prism, Release 5.0)
Activant Solutions Inc.	TXu742106	5/31/1996	Triad Activant Applications Software (Triad Prism, Release 5.0A, PowerPricer)
Activant Solutions Inc.	TXu791466	1/22/1997	Triad Activant Applications Software (Triad Prism, Release 5.1)
Activant Solutions Inc.	TXu774591	10/20/1997	Triad Activant Applications Software (Triad Prism, Release 6.0)
Activant Solutions Inc.	TXu655947	9/27/1994	Triad Activant Applications Software (Triad Prism, Release B)
Activant Solutions Inc.	TXu667079	10/27/1994	Triad Activant Auxiliary (Series 12), Level 25.5000
Activant Solutions Inc.	TXu733923	3/4/1996	Triad Activant Auxiliary (Series 12), Level 26.1000
Activant Solutions Inc.	TXu765933	8/12/1996	Triad Activant Auxiliary (Series 12), Level 26.3000
Activant Solutions Inc.	TXu538807	10/20/1992	Triad Activant Utilities (Series 12), Level 23.9555
Activant Solutions Inc.	TXu586348	8/18/1993	Triad Activant Utilities (Series 12), Level 25.1000
Activant Solutions Inc.	TXu603652	11/15/1993	Triad Activant Utilities (Series 12), Level 25.2000
Activant Solutions Inc.	TXu667078	10/27/1994	Triad Activant Utilities (Series 12), Level 25.5000
Activant Solutions Inc.	TXu733924	3/4/1996	Triad Activant Utilities (Series 12), Level 26.1000
Activant Solutions Inc.	TXu765932	8/12/1996	Triad Activant Utilities (Series 12), Level 26.3000
Activant Solutions Inc.	TXu538806	10/20/1992	Triad Auxiliary (Series 12), Level 23.9555

SCHEDULE II  
to the Intellectual Property  
Security Agreement

Company Owner	LOC Reg #	LOC Reg Date	Copyright Title
Activant Solutions Inc.	TXu586349	8/18/1993	Triad Auxiliary (Series 12), Level 25.1000
Activant Solutions Inc.	TXu603653	11/15/1993	Triad Auxiliary (Series 12), Level 25.2000
Activant Solutions Inc.	TXu2566145	5/8/1989	Triad Business Products: New for Triad Hardgoods Systems
Activant Solutions Inc.	TXu2567704	5/8/1989	Triad Business Products: New for Triad Activant Systems
Activant Solutions Inc.	TXu734465	4/23/1996	Triad Dental Application Software (Ver. 10.0)
Activant Solutions Inc.	TXu734519	4/23/1996	Triad Dental Application Software (Ver. 5)
Activant Solutions Inc.	TXu734466	4/23/1996	Triad Dental Application Software Ver. 10.2)
Activant Solutions Inc.	TXu445155	2/8/1991	Triad Electronic Catalog Database
Activant Solutions Inc.	TXu467667	5/1/1991	Triad Electronic Catalog Database
Activant Solutions Inc.	TXu499056	8/12/1991	Triad Electronic Catalog Database
Activant Solutions Inc.	TXu432545	8/14/1990	Triad Electronic Catalog Database
Activant Solutions Inc.	TXu424781	6/12/1990	Triad Electronic Catalog Database
Activant Solutions Inc.	TXu445632	11/15/1990	Triad Electronic Catalog Database
Activant Solutions Inc.	TXu393329	10/26/1989	Triad Electronic Catalog Database
Activant Solutions Inc.	TXu406306	2/20/1990	Triad Electronic Catalog Database
Activant Solutions Inc.	TXu589249	6/20/1994	Triad Electronic Catalog Database (March 1994 Release)
Activant Solutions Inc.	TXu589251	6/20/1994	Triad Electronic Catalog Software, Ver. 5.21
Activant Solutions Inc.	TXu589248	6/20/1994	Triad Electronic Labor Guide Database (March 1994 Release)
Activant Solutions Inc.	TXu571700	8/19/1992	Triad Electronic Labor Guide, August 1992 Release
Activant Solutions Inc.	TXu786454	1/22/1997	Triad Flexible Display Terminal Core Operating System, Level 6.1
Activant Solutions Inc.	TXu779076	1/22/1997	Triad Flexible Display Terminal Core Operating System, Level 7.2
Activant Solutions Inc.	TXu779073	1/22/1997	Triad Flexible Display Terminal Level 0 Module, Ver. 3.1
Activant Solutions Inc.	TXu779074	1/22/1997	Triad Flexible Display Terminal Modem Module, Level 6.1
Activant Solutions Inc.	TXu794531	1/22/1997	Triad Flexible Display Terminal Network Access, Level 7.1
Activant Solutions Inc.	TXu767941	1/22/1997	Triad Flexible Display Terminal Series 12 Module, Level 6.1
Activant Solutions Inc.	TXu779075	1/22/1997	Triad Flexible Display Terminal Triad Module, Level 6.1
Activant Solutions Inc.	TXu735689	4/8/1996	Triad General Purpose Install Utility for Software, Ver. 1.00
Activant Solutions Inc.	TXu843051	9/10/1998	Triad Inventory Solution Accounting System, Ver. 5.0
Activant Solutions Inc.	TXu843052	9/10/1998	Triad Inventory Solution Accounting System, Ver. 6.0
Activant Solutions Inc.	TXu843053	9/10/1998	Triad Inventory Solution Accounting System, Ver. 6.6
Activant Solutions Inc.	TXu843054	9/10/1998	Triad Inventory Solution Accounting System, Ver. 7.0
Activant Solutions Inc.	TXu503020	2/3/1992	Triad Inventory Solution Accounting System, Version 4.3
Activant Solutions Inc.	TXu843047	9/10/1998	Triad Inventory Solution File Maintenance, Ver. 5.0
Activant Solutions Inc.	TXu843048	9/10/1998	Triad Inventory Solution File Maintenance, Ver. 6.0
Activant Solutions Inc.	TXu843049	9/10/1998	Triad Inventory Solution File Maintenance, Ver. 6.6
Activant Solutions Inc.	TXu843050	9/10/1998	Triad Inventory Solution File Maintenance, Ver. 7.0
Activant Solutions Inc.	TXu503019	2/3/1992	Triad Inventory Solution File Maintenance, Version 4.3
Activant Solutions Inc.	TXu843055	9/10/1998	Triad Inventory Solution Inventory Control, Ver. 5.0
Activant Solutions Inc.	TXu843056	9/10/1998	Triad Inventory Solution Inventory Control, Ver. 6.0
Activant Solutions Inc.	TXu843057	9/10/1998	Triad Inventory Solution Inventory Control, Ver. 6.6

SCHEDULE II  
to the Intellectual Property  
Security Agreement

Company Owner	LOC Reg #	LOC Reg Date	Copyright Title
Activant Solutions Inc.	TXu843058	9/10/1998	Triad Inventory Solution Inventory Control, Ver. 7.0
Activant Solutions Inc.	TXu503021	2/3/1992	Triad Inventory Solution Inventory Control, Version 4.3
Activant Solutions Inc.	TXu843043	9/10/1998	Triad Inventory Solution Sales Order Entry, Ver. 5.0
Activant Solutions Inc.	TXu843044	9/10/1998	Triad Inventory Solution Sales Order Entry, Ver. 6.0
Activant Solutions Inc.	TXu843045	9/10/1998	Triad Inventory Solution Sales Order Entry, Ver. 6.6
Activant Solutions Inc.	TXu843046	9/10/1998	Triad Inventory Solution Sales Order Entry, Ver. 7.0
Activant Solutions Inc.	TXu503018	2/3/1992	Triad Inventory Solution Sales Order Entry, Version 4.3
Activant Solutions Inc.	TXu715669	5/10/1996	Triad Label Wizard, Ver. 1.1.0
Activant Solutions Inc.	TXu786771	10/21/1996	Triad LaserCat Software Only Install Disk, Ver. LC867, Level 1.5
Activant Solutions Inc.	TXu774592	10/20/1997	Triad Prism Disk-SP Utility Software, Ver. 1.0.1.4
Activant Solutions Inc.	TXu678785	3/6/1995	Triad Prism/Eagle Diagnostic Software (Release 4845)
Activant Solutions Inc.	TXu664227	6/20/1994	Triad Service System, Ver. 1.6
Activant Solutions Inc.	TXu786772	10/21/1996	Triad ServiceCat Install Disk, Ver. LC867, Level 1.5
Activant Solutions Inc.	TXu746789	7/15/1996	Triad ServiceWriter 486 Upgrade Software, Ver. 316
Activant Solutions Inc.	TXu768744	11/5/1996	Triad ServiceWriter Accounting Connection, Ver. 1.08
Activant Solutions Inc.	TXu746790	7/15/1996	Triad ServiceWriter Dual Mode Slave Software, Ver. 316
Activant Solutions Inc.	TXu774904	10/20/1997	Triad ServiceWriter Pentium Customer Install, Level 1.0.0340
Activant Solutions Inc.	TXu746791	7/15/1996	Triad ServiceWriter Tape Backup and Utility Software, Ver. 312
Activant Solutions Inc.	TXu589247	6/20/1994	Triad Telepricing Database (March 1994 Release)
Activant Solutions Inc.	TXu583064	8/2/1993	Triad Tire Fitment Database (July 1993 Release)
Activant Solutions Inc.	TXu589246	6/20/1994	Triad Tire Fitment Database (March 1994 Release)
Activant Solutions Inc.	TXu774440	10/20/1997	Tridex PowerPricer Applications Software for Series 12, Release 1.1
Activant Solutions Inc.	TXu503015	2/3/1992	UIS Accounting System, Version 4.0
Activant Solutions Inc.	TXu503023	2/3/1992	UIS File Maintenance, Version 4.0
Activant Solutions Inc.	TXu503014	2/3/1992	UIS Inventory Control, Version 4.0
Activant Solutions Inc.	TXu503022	2/3/1992	UIS Sales Order Entry, Version 4.0
Activant Solutions Inc.	TXu514352	5/1/1992	Utilities, Level 21.6000
Activant Solutions Inc.	TXu514356	5/1/1992	Utilities, Level 24.9900
Activant Solutions Inc.	TXu535832	9/2/1992	Valid Combination Tables, Version VT 1988-1
Activant Solutions Inc.	TXu535836	9/2/1992	Valid Combination Tables, Version VT 1992
Activant Solutions Inc.	TXu535835	9/2/1992	Valid Table Database (1992 Canadian Ver.)
Activant Solutions Inc.	TXu535833	9/2/1992	Valid Table Database (1992 U.S. Ver.)
Activant Solutions Inc.	TXu790012	4/3/1997	Corporate quality imperatives.
Activant Solutions Inc.	TX3683714	11/9/1993	Paperless warehouse system.



SCHEDULE II  
to the Intellectual Property  
Security Agreement

U.S. COPYRIGHTS OWNED BY DISTRIBUTOR INFORMATION SYSTEMS CORPORATION

Company Owner	LOC Reg #	LOC Reg Date	Copyright Title
Distributor Information Systems Corporation	TXu212994	9/27/1985	Electrical distributor sales & forecast

SCHEDULE II  
to the Intellectual Property  
Security Agreement

U.S. COPYRIGHTS OWNED BY ENTERPRISE COMPUTER SYSTEMS, INC.

Company Owner	LOC Reg #	LOC Reg Date	Copyright Title
Enterprise Computer Systems, Inc.	TX3567621	3/31/1993	Accounts payable guide
Enterprise Computer Systems, Inc.	TX3557486	3/31/1993	Accounts receivable guide
Enterprise Computer Systems, Inc.	TX3357481	3/31/1993	Closeout processing functions
Enterprise Computer Systems, Inc.	TX366633	11/16/1979	Construction management account system (CMAS)
Enterprise Computer Systems, Inc.	TX366634	11/16/1979	Construction management accounting system documentation
Enterprise Computer Systems, Inc.	TX3357482	3/31/1993	Control file maintenance functions
Enterprise Computer Systems, Inc.	TX5302150	11/14/2000	Delivery/dispatch software
Enterprise Computer Systems, Inc.	TX5494019	2/28/2002	Disaster I: crisis prevention and recovery for business; disaster recovery plan
Enterprise Computer Systems, Inc.	TX4350374	8/5/1996	Enterprise Computer Systems 4GL user and reference guide set
Enterprise Computer Systems, Inc.	TX3567620	3/31/1993	General ledger guide
Enterprise Computer Systems, Inc.	TX3567618	3/31/1993	General opoerating and systems guide
Enterprise Computer Systems, Inc.	TX466599	2/19/1980	Home builders management system (HBMS)
Enterprise Computer Systems, Inc.	TX466598	2/19/1980	Home builders management system documentation
Enterprise Computer Systems, Inc.	TX3569690	3/31/1993	Import/export functions, import/export guide
Enterprise Computer Systems, Inc.	TX3557485	3/31/1993	Inventory control guide
Enterprise Computer Systems, Inc.	TX3557490	3/31/1993	Invoice processing functions
Enterprise Computer Systems, Inc.	TX3567619	3/31/1993	Payroll guide
Enterprise Computer Systems, Inc.	TX3557489	3/31/1993	Purchase order functions
Enterprise Computer Systems, Inc.	TX3357491	3/31/1993	Report writer guide
Enterprise Computer Systems, Inc.	TX3563304	3/31/1993	Sales & gross profit functions
Enterprise Computer Systems, Inc.	TX3522823	3/31/1993	Site planning and installation guide
Enterprise Computer Systems, Inc.	TX3357483	3/31/1993	Support maintenance functions
Enterprise Computer Systems, Inc.	TX3557484	3/31/1993	Utility maintenance functions

SCHEDULE II  
to the Intellectual Property  
Security Agreement

U.S. COPYRIGHTS OWNED BY PRELUDE SYSTEMS, INC.

Company Owner	LOC Reg #	LOC Reg Date	Copyright Title
Prelude Systems, Inc.	TX4498211	2/21/1997	Advanced distribution system
Prelude Systems, Inc.	TX4498210	2/21/1997	Advanced distribution system screen definitions

SCHEDULE II  
to the Intellectual Property  
Security Agreement

U.S. COPYRIGHTS OWNED BY PROPHET 21, INC.

Company Owner	LOC Reg #	LOC Reg Date	Copyright Title
Prophet 21, Inc.	TX1172199	9/15/1983	Bad debts collection systems
Prophet 21, Inc.	TX222923	11/20/1978	Dynamic Data Systems management techniques
Prophet 21, Inc.	TX4859950	12/10/1998	FASPAC VER 3.3 <sup>1</sup>
Prophet 21, Inc.	TX2599440	5/18/1989	GSF 4.40 Generic screen formatter
Prophet 21, Inc.	TX2642154	5/18/1989	GSF, Generic screen formatter
Prophet 21, Inc.	Txu225469	1/27/1986	PROPHET 21 Operating System for systems with USBC boards
Prophet 21, Inc.	TX2655849	5/18/1989	Screen formatting package

---

<sup>1</sup> Assigned on 4/19/2005 to PNC Bank.

SCHEDULE II  
to the Intellectual Property  
Security Agreement

U.S. COPYRIGHTS OWNED BY SDI MERGER CORPORATION

Company Owner	LOC Reg #	LOC Reg Date	Copyright Title
SDI Merger Corporation	Txu453883	1/31/1991	Distribution reports
SDI Merger Corporation	Txu263062	4/24/1986	SD-SO
SDI Merger Corporation	Txu346488	9/30/1988	What is a distributor?

SCHEDULE II  
to the Intellectual Property  
Security Agreement

PATENTS OWNED BY ACTIVANT SOLUTIONS INC.

*U.S. Patent Registrations*

<u>Patent Numbers</u>	<u>Issue Date</u>
5,787,443	7/28/1998
5,765,143	6/9/1998

SCHEDULE II  
to the Intellectual Property  
Security Agreement

PATENTS OWNED BY SPEEDWARE LTEE./LTD.

*U.S. Patent Registrations*

<u>Patent Numbers</u>	<u>Issue Date</u>
5,584,024	12/10/1996

SCHEDULE II  
to the Intellectual Property  
Security Agreement

PATENTS OWNED BY PRELUDE SYSTEMS, INC.

*U.S. Patent Registrations*

<u>Patent Numbers</u>	<u>Issue Date</u>
6,553,406	4/22/2003

*U.S. Patent Applications*

<u>Patent Numbers</u>	<u>Issue Date</u>
10/387,056	3/12/2003



SCHEDULE II  
to the Intellectual Property  
Security Agreement

TRADEMARK/TRADE NAMES OWNED BY ACTIVANT SOLUTIONS INC.

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
TelePricing	7/2/1985	1,346,698
ZapStart	10/17/1989	1,560,832
ZapStart	11/21/1989	1,566,844
ScanStart	3/27/1990	1,588,865
Tri-Care	4/10/1990	1,591,313
Depot Express	4/17/1990	1,592,376
ScanStart & Design	6/5/1990	1,599,355
LaserCat	7/31/1990	1,608,080
TelePart	10/9/1990	1,616,548
TelePart	10/9/1990	1,616,714
FastStart	11/6/1990	1,620,928
LaserCat	2/12/1991	1,634,790
LaserGuide	10/1/1991	1,658,855
Triad & Design	12/3/1991	1,666,687
Triad & Design	9/29/1992	1,720,783
Triad & Design	11/24/1992	1,734,426
LaserCat	7/4/1995	1,902,426
The Paperless Warehouse	9/26/1995	1,921,567
Triad ServiceWriter	10/17/1995	1,927,827
Triad & Design	11/28/1995	1,938,897
MasterCat	1/3/1996	1,946,002
Vista	11/19/1996	2,018,052
ServiceExpert	1/21/1997	2,032,042
Triad & Design	7/22/1997	2,080,527
Interchange & Design	8/12/1997	2,087,383
Interchange	9/16/1997	2,097,248
A-DIS	10/20/1998	2,197,219
J-CON	10/20/1998	2,197,385
CCI Autobahn	11/23/1999	2,293,939
Autoparts.com	12/21/1999	2,303,068
Miscellaneous Design (LaserCat)	3/14/2000	2,328,564
iAutoparts.com	3/14/2000	2,329,082
PartExpert	4/4/2000	2,339,121
LaborExpert	4/11/2000	2,341,790
LaserCat 2000	5/2/2000	2,346,720
Barcode Expert	3/26/2002	2,553,867
Barcode Expert	8/6/2002	2,605,006
Triad Prism & Design	8/20/2002	2,609,617
PartsLink	10/1/2002	2,628,658
CCI/TRIAD Service Estimator	12/31/2002	2,669,417
A-DIS	1/14/2003	2,674,629
PartExpert	2/11/2003	2,686,011
LaborExpert	2/11/2003	2,686,012
J-CON & Design	3/18/2003	2,697,506
MarketPace	6/3/2003	2,720,633
Aftermarket ConneX	7/29/2003	2,743,068
CCITRIAD & Design	7/29/2003	2,743,828
ACONNEX	9/30/2003	2,769,663
Aftermarket ConneX	10/28/2003	2,777,496
BuyerAssist	5/17/2005	2,952,624

SCHEDULE II  
to the Intellectual Property  
Security Agreement

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Activant	10/11/2005	3,006,473
Activant & Design	10/11/2005	3,006,497
Activant iNet	1/31/2006	3,054,017
Activant Eagle	3/21/2006	3,070,189
Activant Falcon	3/31/2006	3,070,502

*U.S. Trademark Applications*

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
Activant Active Updates	5/12/2005	78/629054
Activant Cover to Cover	11/10/2004	78/609987
Activant Solutions	8/13/2003	78/287038
ePartExpert	11/11/2004	78/515153

SCHEDULE II  
to the Intellectual Property  
Security Agreement

TRADEMARK/TRADE NAMES OWNED BY ACTIVANT SOLUTIONS ACQUISITIONCO, LTD.

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Media	11/14/1995	1,935,311

SCHEDULE II  
to the Intellectual Property  
Security Agreement

TRADEMARK/TRADE NAMES OWNED BY ENTERPRISE COMPUTER SYSTEMS, INC.

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Design Only (Home)	6/9/1987	1,441,869
Business Management System	2/28/1989	1,527,549
Professional Estimating	5/30/1989	1,542,066
Enterprise Computer Systems, Inc.	9/30/1997	2,102,109
Enterprise Document Solutions	10/21/1997	2,107,982
Enterprise	11/18/1997	2,113,402
Enterprise World-Class Worldwide	3/7/2000	2,327,044

SCHEDULE II  
to the Intellectual Property  
Security Agreement

TRADEMARK/TRADE NAMES OWNED BY PRELUDE SYSTEMS, INC.

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Advanced Distribution System	3/21/1995	1,884,657
Next Logical Step	8/18/1998	2,181,654
Consortia	7/31/2001	2,474,141
Prelude Systems	10/29/2002	2,641,393
Prelude Services	11/12/2002	2,649,966
Prelude P Services	9/23/2003	2,767,118
Consortia	9/23/2003	2,767,454

SCHEDULE II  
to the Intellectual Property  
Security Agreement

TRADEMARK/TRADE NAMES OWNED BY PROPHET 21, INC.

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
PROPHET 21 SYSTEMS	1/31/1978	1,084,271
FORSEE	4/28/1987	1,437,846
PRISM	9/5/1995	1,916,038
PROPHET 21 ACCLAIM	9/9/1997	2,095,603
PROPHET 21	5/25/1999	2,247,555
UNIQUITY	2/12/2002	2,538,174
FASPAC	4/9/2002	2,558,429
TRADESOURCE	4/12/2005	2,940,180

SCHEDULE II  
to the Intellectual Property  
Security Agreement

TRADEMARK/TRADE NAMES OWNED BY SPEEDWARE LTEE./LTD.

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Speedware	1/26/1988	1,473,970
Speedware	9/5/1995	1,916,017
Speedware Autobahn II	1/16/2001	2,421,503
Speedware	6/11/2002	2,578,891
MobileDev	6/18/2002	2,583,274
KnowledgeMaker	10/29/2002	2,644,047
AMXW	2/17/2004	2,815,717
DBMotion	9/7/2004	2,881,559

SCHEDULE II  
to the Intellectual Property  
Security Agreement

TRADEMARK/TRADE NAMES OWNED BY STANPAK SYSTEMS, INC.

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
STANPAK	12/31/2002	2,669,131



SCHEDULE II  
to the Intellectual Property  
Security Agreement

TRADEMARK/TRADE NAMES OWNED BY TRADE SERVICE SYSTEMS, INC.

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
TRADEPOWER	9/24/2002	2,624,978

SCHEDULE II  
to the Intellectual Property  
Security Agreement

DOMAIN NAMES OWNED BY ACTIVANT SOLUTIONS INC.

Internet Domain Names	Country	Registry
Activant.be	Belgium	SearchQuest.idp365.com
Activantsolutions.be	Belgium	SearchQuest.idp365.com
Activant.com.fr	France	SearchQuest.idp365.com
Activant.fr	France	SearchQuest.idp365.com
Activantsolutions.com.fr	France	SearchQuest.idp365.com
Activantsolutions.fr	France	SearchQuest.idp365.com
Activant.co.uk	UK	net2
Activant.org.uk	UK	net2
Activantsolutions.co.uk	UK	net2
Activantsolutions.org.uk	UK	net2
Activant.biz	United States	1stDomain.net
Activant.com	United States	NetworkSolutions
Activant.info	United States	1stDomain.net
Activant.net	United States	1stDomain.net
Activant.org	United States	1stDomain.net
Activant.us	United States	1stDomain.net
Activantsolutions.biz	United States	1stDomain.net
Activantsolutions.com	United States	1stDomain.net
Activantsolutions.info	United States	1stDomain.net
Activantsolutions.net	United States	1stDomain.net
Activantsolutions.org	United States	1stDomain.net
Activantsolutions.us	United States	1stDomain.net

SCHEDULE II  
to the Intellectual Property  
Security Agreement

DOMAIN NAMES OWNED BY PROPHET 21, INC.

<u>Internet Domain Names</u>	<u>Country</u>	<u>Registry</u>
Cmpweb.com	United States	NetworkSolutions
distribution-software.net	United States	NetworkSolutions
distributor-software.net	United States	NetworkSolutions
Faspac.com	United States	NetworkSolutions
Faspac.net	United States	NetworkSolutions
Jansansupply.net	United States	NetworkSolutions
p21.com	United States	NetworkSolutions
p21.net	United States	NetworkSolutions
prophet21.com	United States	NetworkSolutions
prophet21.net	United States	NetworkSolutions
safety-supply-software.com	United States	NetworkSolutions
Stanpak.com	United States	NetworkSolutions
stanpak.net	United States	NetworkSolutions
supply-software.com	United States	NetworkSolutions
systemsdesigninc.com	United States	NetworkSolutions
tpcx.com	United States	NetworkSolutions
tpcx.net	United States	NetworkSolutions
trade-power.com	United States	NetworkSolutions
tradingpartnerconnect.com	United States	NetworkSolutions
turns.com	United States	NetworkSolutions
wyserepair.com	United States	NetworkSolutions

SCHEDULE II  
to the Intellectual Property  
Security Agreement

DOMAIN NAMES OWNED BY SDI MERGER CORPORATION

<u>Internet Domain Names</u>	<u>Country</u>	<u>Registry</u>
Sdigis.com	United States	NetworkSolutions
Sdiomaha.com	United States	NetworkSolutions
Sdipartners.com	United States	NetworkSolutions
Sdisupport.com	United States	NetworkSolutions

U.S. LICENSES OWNED BY ACTIVANT SOLUTIONS INC.

Vertical Solution Provider Agreement, dated September 29, 2000, relating to SCO UNIX operating system.

Microsoft OEM Agreement, dated December 1, 1992, relating to Windows Server OS.

IBM Agreement for Authorized Dealers and Industry Remarketers, dated January 17, 1992, relating to Unidata/Unibasic database language.

IBM Software License Agreement, dated September 30, 1994, relating to Informix database technology.

Oracle Business Alliance Program, dated May 31, 1996, relating to database technology.

OSS Agreement, dated October 12, 2005, relating to UltPlus database technology.

Acucorp Software License Agreement, dated December 1, 1990, relating to ACUCOBOL/Eagle.

Cyclone Software License Agreement, dated February 14, 2002, relating to Cyclone messaging technology.

Sonic Service Partner Program, dated May 14, 2005, relating to Sonic messaging technology.

Microstrategy Solutions Partner Agreement, dated December 7, 2001, relating to analytics technology.

License Agreement, dated September 30, 1988, relating to MCBA accounting technology.

Computer Associates Reseller Agreement, dated September 11, 2000, relating to IQ Report Writer.

Remarketer License Agreement, dated March 31, 2001, relating to Southern Datacomm Protobase credit authorization technology.

Remarketer License Agreement, dated April 21, 2004 (by assignment from The Systems House, Inc.), relating to Southern Datacomm Protobase credit authorization technology.

Solution Partner Agreement, dated August 28, 2000, relating to Visifax technology.

Profitability of Hawaii License and Distribution Agreement, dated January 1, 2006, relating to Imagit document imaging technology.

Software License and Reseller Agreement, dated September 10, 2002, relating to Marketline technology.

Transoft Reseller Agreement, dated February 17, 2000, relating to ODBC middleware.

SCHEDULE II  
to the Intellectual Property  
Security Agreement

Reseller Agreement, dated July 13, 1998, by assignment dated January 27, 2005 from Prelude Systems, Inc., relating to Optio forms.

Independent Software Vendor Agreement, dated July 11, 2005, relating to Progress database technology.

Unify Software License and Development Agreement, dated as of October 31, 1998, relating to Unify database technology.

IMS Basic perpetual "click-through" license agreement relating to IMS Basic programming language.

Optio Master License Agreement, dated as of April 22, 2003, relating to FAXFx fax technology.

DMI "click-through" license agreement relating to Timeclock Plus time and attendance software.

ATI Run-Time Distribution License Agreement, dated as of December 31, 1988, relating to ODBC middleware.

SCHEDULE II  
to the Intellectual Property  
Security Agreement

U.S. LICENSES OWNED BY PRELUDE SYSTEMS INC.

Management Information ToolsMITS Value Added Reseller Agreement, dated April 17, 1998, relating to MITS analytics.

Southern Datacomm Remarketer License dated February 6, 2002, relating to Protobase credit authorization technology.

Costar "click-through" license agreement relating to Costar document imaging technology.

U.S. LICENSES OWNED BY PROPHET 21, INC.

Software Application Partner Agreement, dated November 29, 2002, relating to Progress database technology.

Sybase Master Partner Agreement, dated March 1, 2005, relating to Powerbuilder language.

Adobe Software Single Tier Agreement, dated May 1, 2003, relating to print handling.

Acucorp ISV License Agreement, dated December 31, 2004, relating to ACUCOBOL/Eagle.



SCHEDULE II  
to the Intellectual Property  
Security Agreement

U.S. LICENSES OWNED BY ENTERPRISE COMPUTER SYSTEMS, INC.

Southern Datacomm Remarketer License, dated August 17, 1994, relating to Protobase credit authorization technology.

SCHEDULE II  
to the Intellectual Property  
Security Agreement

U.S. LICENSES OWNED BY SPEEDWARE USA INC.

Trolltech commercial open source "click-through" license relating to QT framework technology.

SCHEDULE II  
to the Intellectual Property  
Security Agreement

U.S. LICENSES OWNED BY CCI/TRIAD GEM, INC.

Southern Datacomm Remarketer License Agreement, dated January 23, 1988, relating to Protobase credit authorization technology.