

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Invensys Systems, Inc.		07/26/2006	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SSA Global Technologies, Inc.		
<b>Street Address:</b>	500 W. Madison Street		
<b>Internal Address:</b>	Ste. 2200		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1675711	PRISM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)446-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2129093078		
<b>Email:</b>	szablocki@kirkland.com		
<b>Correspondent Name:</b>	Kirkland & Ellis LLP, Att: Susan Zablocki		
<b>Address Line 1:</b>	153 East 53rd Street		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	38310-202 SZ		
<b>NAME OF SUBMITTER:</b>	Susan Zablocki		
<b>Signature:</b>	//susan zablocki//		

OP \$40.00 1675711

Date:

07/28/2006

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), is made and entered into as of this 26<sup>th</sup> day of July, 2006 ("Effective Date"), by and among Invensys Systems, Inc., a Massachusetts corporation, having a place of business at 33 Commercial Street C41-2C, Foxboro, MA 02035 ("Assignor") and SSA Global Technologies, Inc., a Delaware corporation, having a place of business at 500 W. Madison St., Ste. 2200, Chicago, IL 60661 ("Assignee").

**WHEREAS**, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and applications set forth on Schedule A attached hereto, the foreign trademark registrations and applications set forth on Schedule B attached hereto, together with the goodwill of the business associated therewith, (the "Marks"); and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein); and (iii) has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall at Assignor's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the

preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Intellectual Property.

\* \* \* \* \*

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**INVENSYS SYSTEMS, INC.**



Name: \_\_\_\_\_  
 Title: **KIRK J. ISAACSON**  
**PRESIDENT**

**SSA GLOBAL TECHNOLOGIES, INC.**



Name: \_\_\_\_\_  
 Title: **KIRK J. ISAACSON**  
**EXECUTIVE VICE PRESIDENT & GENERAL COUNSEL**

STATE OF Illinois )  
COUNTY Cook ) SS.

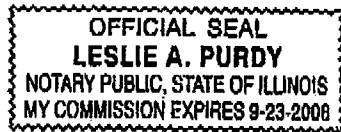
On this 27 day of July, 2006, there appeared before me Kirk Isaacson personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Invensys Systems, Inc.



Leslie A. Purdy  
Notary Public

STATE OF Illinois )  
COUNTY Cook ) SS.

On this 27 day of July, 2006, there appeared before me Kirk Isaacson personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of SSA Global Technologies, Inc.



Leslie A. Purdy  
Notary Public

**SCHEDULE A**  
**U.S. TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>APP./ REG. NO.</b>	<b>APP./REG. DATE</b>	<b>EXPIRATION/ RENEWAL</b>
PRISM	1675711	2/18/1992	2/18/2012

**SCHEDULE B**  
**INTERNATIONAL TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>COUNTRY</b>	<b>APP. NO.</b>	<b>APP. DATE</b>	<b>REG. NO</b>	<b>REG. DATE</b>
PRISM	Canada	071038400	8/5/92	TMA471313	2/19/97
PROTEAN & DESIGN	Canada	078347200	5/19/95	TMA461053	8/9/96
MARCAM	Canada	071049700	8/5/92	TMA431004	7/29/94