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# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Provia Software, Inc.		07/26/2006	CORPORATION: MICHIGAN

### **RECEIVING PARTY DATA**

Name:	SSA Global Technologies, Inc.
Street Address:	500 W. Madison St.
Internal Address:	Ste. 2200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2474191	PROVIA
Registration Number:	2410367	PROVIA SOFTWARE
Registration Number:	2928421	RFIDWARE
Registration Number:	2480583	THE POWER OF DELIVERY
Registration Number:	2973918	VIAOPTIMIZE
Registration Number:	1799164	FOURSITE
Registration Number:	2148758	VIAWARE

# CORRESPONDENCE DATA

Fax Number: (212)446-4900

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

Phone: 2129093078

Email: szablocki@kirkland.com

Correspondent Name: Kirkland & Ellis LLP, Att:Susan Zablocki

Address Line 1: 153 East 53rd Street

TRADEMARK REEL: 003357 FRAME: 0233

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Address Line 4: New York, NEW YORK 10022			
ATTORNEY DOCKET NUMBER:	38310-202		
NAME OF SUBMITTER:	Susan Zablocki		
Signature:	//susan zablocki//		
Date:	07/28/2006		
Total Attachments: 6 source=Provia#page1.tif source=Provia#page2.tif source=Provia#page3.tif source=Provia#page4.tif source=Provia#page5.tif source=Provia#page6.tif			

TRADEMARK REEL: 003357 FRAME: 0234

### 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 Provia Software, Inc., a Michigan corporation, having a place of business at 5460 Corporate Grove Blvd. SE, Grand Rapids, MI 49512 ("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, 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 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.

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

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TRADEMARK REEL: 003357 FRAME: 0235 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 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.

\* \* \* \* \*

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

PROVIA SOFTWARE, INC.

SSA GLOBAL TECHNOLOGIES, INC.

KIRK J. ISAACSON
EXECUTIVE VICE PRESIDENT & GENERAL COUNSEL

Name/

Jude:

KIRK J. ISAACSON

PRESIDENT

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

PROVIA SOFTWARE, INC.

Name: KIRK J. ISAACSON

SSA GLOBAL TECHNOLOGIES, INC.

Name: \_\_\_\_ex

KIRK J. IS AACSON
EXECUTIVE VICE PRISIDENT & GENERAL COUNS

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# SCHEDULE A <u>U.S. TRADEMARK REGISTRATIONS</u>

MARK	APP./ REG. NO.	APP./REG. DATE
PROVIA	2474191	7/31/2001
PROVIA SOFTWARE	2410367	12/5/2000
RFIDWARE	2928421	2/22/2005
THE POWER OF DELIVERY	2480583	8/21/2001
VIAOPTIMIZE	2973918	7/19/2005
FOURSITE	1799164	10/19/1992
VIAWARE	2148758	4/7/1998

# SCHEDULE B INTERNATIONAL TRADEMARK REGISTRATIONS

MARK	COUNTRY	APP. NO.	APP: DATE	REG. NO
VIAWARE	Australia	807216	9/15/99	807216
PROVIA	Mexico	398217	10/22/99	640576
VIAWARE	Canada	120555400	2/6/04	TMA627699
PROVIA	Community Trademarks	2799393	8/6/02	2799393

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