

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
Encompix, Inc.		03/13/2006	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Made2Manage Systems, Inc.		
Street Address:	450 East 96th Street		
Internal Address:	Suite 300		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46240		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2789146	ENCOMPIX	
CORRESPONDENCE DATA			
Fax Number:	(317)592-5453		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3172362100		
Email:	ipdocket@icemiller.com		
Correspondent Name:	Bradley M. Stohry		
Address Line 1:	One American Square		
Address Line 2:	Suite 3100		
Address Line 4:	Indianapolis, INDIANA 46282-0200		
ATTORNEY DOCKET NUMBER:	T03597US00		
NAME OF SUBMITTER:	Bradley M. Stohry		
Signature:	/bradleymstohry/		

OP \$40.00 2789146

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TRADEMARK
REEL: 003560 FRAME: 0902

Date:

06/14/2007

Total Attachments: 10

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT is entered into as of March 13, 2006 by and among Made2Manage Systems, Inc., an Indiana corporation (the "Purchaser"); Encompix, Inc., an Ohio corporation (the "Seller"); and the shareholders of Seller listed on the signature pages hereto (the "Shareholders").

RECITALS:

A. The Seller owns certain assets that are used or held for use in connection with its Business (as defined below).

B. The Seller desires to sell to Purchaser, and the Purchaser desires to purchase from Seller, all of Seller's assets, including those assets used or useful in Seller's operation of the Business, on the terms and subject to the conditions set forth herein.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

1.1. Certain Definitions. As used in this Agreement, the following terms shall have the meanings set forth or as referenced below:

"Affiliate" when used with respect to any specified Person, shall mean any other Person who or that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person.

"Acquisition Proposal" means any offer or proposal relating to any transaction or series of related transactions involving: (a) any purchase or acquisition by any Person or "group" (as defined under Section 13(d) of the Securities Exchange Act of 1934 (the "Exchange Act")) of any equity interest or other voting securities of the Seller or any of its Subsidiaries, whether by tender offer, exchange offer, merger, consolidation, business combination or similar transaction involving the Seller or its Subsidiaries; (b) any purchase or acquisition by any Person or "group" (as defined under Section 13(d) of the Exchange Act), or any sale, lease, exchange, transfer, license or disposition by Seller or any of its Subsidiaries of, any assets or properties of Seller or any of its Subsidiaries, other than in the ordinary course of business; or (c) any liquidation or dissolution of Seller or any of its Subsidiaries.

"Assignment and Assumption Agreement" shall mean an agreement substantially in the form of Exhibit A hereto.

"Bill of Sale" shall mean a document substantially in the form of Exhibit B hereto.

“Business” shall mean the business of Seller as conducted on the date of this Agreement, including, without limitation, Seller’s business of manufacturing and distributing ERP software with industry-specific functionality for engineer to order, project based manufacturers, custom manufacturers and made to order manufacturers.

“Code” shall mean the U.S. Internal Revenue Code of 1986, as amended.

“Contract” shall mean any contract (written or oral), undertaking, commitment, arrangement, plan or other legally binding agreement or understanding.

“Control” shall mean, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The term “Controlled” shall have a correlative meaning.

“GAAP” shall mean generally accepted accounting principles in the United States. Without limiting the generality of the foregoing, as to software revenue recognition specifically, the term “GAAP,” as used herein, shall require the application of (and, in all events give effect to) the American Institute of Certified Public Accountants Statements of Position No. 97-2, “Software Revenue Recognition,” as amended by SOP 98-9, “Modification of SOP 97-2 with Respect to Certain Transactions.”

“Governmental Authority” shall mean any U.S. or foreign, federal, state, provincial or local governmental, regulatory or administrative authority, agency or commission or any court, tribunal, judicial or arbitral body and any instrumentality of any of the foregoing.

“Governmental Order” shall mean any order, writ, judgment, injunction, decree, stipulation, determination, award or binding agreement issued, promulgated or entered by or with any Governmental Authority.

“Intellectual Property” shall mean all intellectual property and other similar proprietary rights in any jurisdiction, whether owned or held for use under license, whether registered or unregistered, including without limitation such rights in and to: (i) trademarks, trade dress, service marks, certification marks, logos and trade names, and the goodwill associated with the foregoing (collectively, “Trademarks”); (ii) patents and patent applications, and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations, and extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like rights (collectively, “Patents”); (iii) inventions, invention disclosures, discoveries and improvements, whether or not patentable; (iv) writings and other works of authorship (“Copyrights”); (v) trade secrets (including those trade secrets defined in the Uniform Trade Secrets Act and under corresponding foreign statutory Law and common law), business, technical and know-how information, non-public information and confidential information and rights to limit the use or disclosure thereof by any Person (collectively, “Trade Secrets”); (vi) software, including without limitation data files, source code, object code, application

programming interfaces, databases and other software-related specifications and documentation (collectively, “Software”); (vii) registered domain names and uniform resource locators (“Domain Names”); (viii) moral rights; and (ix) claims, causes of action and defenses relating to the enforcement of any of the foregoing; in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing clauses (i) through (ix) with or by any Governmental Authority in any jurisdiction.

“Intellectual Property Assignment Agreement” shall mean an agreement substantially in the form of Exhibit C hereto.

“IRS” shall mean the U.S. Internal Revenue Service.

“Laws” shall mean any federal, national, state or local statute, law, ordinance, regulation, rule, code, order or other requirement or rule of law.

“Liability” or “Liabilities” means any liabilities or obligations of any nature (whether fixed, contingent, potential or otherwise, and whether due or to become due, known or unknown, accrued or unaccrued), and whether presently existing, or arising or asserted after the Closing.

“Lien” shall mean any lien (statutory or otherwise), mortgage, pledge, charge, option, hypothecation, collateral assignment, encumbrance, security interest, restriction or similar claim in equity of any kind or nature whatsoever.

“Material Adverse Effect (or Change)” shall mean any circumstance, development, effect, event, condition or occurrence which (a) has been, or reasonably could be expected to be, material and adverse with respect to the business, condition (financial or otherwise), assets, properties, Liabilities, rights, obligations, operations or prospects of the Business, or (b) materially impairs or delays, or reasonably could be expected to materially impair or delay, the ability of the Seller to consummate the transactions contemplated by this Agreement or to perform its obligations under this Agreement.

“Person” shall mean any individual, corporation, partnership, limited liability company, joint venture, governmental agency or instrumentality, or any other entity.

“Subsidiary” means, with respect to any Person, (a) any corporation or other organization, whether incorporated or unincorporated, of which (i) at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the Board of Directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries or (ii) such Person or any other Subsidiary of such Person is a general partner (excluding any such partnership where such Person or any Subsidiary of such party does not have a majority of the voting interest in such partnership) and (b) any limited liability company with respect to which such Person is the sole member.

1.3. Rules of Construction. References in this Agreement to gender include references to all genders, and references to the singular include references to the plural and vice versa. The words “include”, “includes” and “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation”. Unless the context otherwise requires, references in this Agreement to Articles, Sections and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement. Unless the context otherwise requires, the words “hereof”, “hereby” and “herein” and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. References herein to “date hereof”, “date of this Agreement” or similar references shall mean as of March 13, 2006.

ARTICLE II PURCHASE AND SALE

2.1. Purchase and Sale of Purchased Assets. Upon the terms and subject to the conditions of this Agreement, on the Closing Date, the Purchaser hereby agrees to purchase from Seller, and Seller agrees to sell, transfer, grant, convey, assign, and relinquish exclusively to Purchaser, all of the assets of Seller (other than the Excluded Assets), wherever located and of whatever nature, whether real, personal or mixed, tangible or intangible (collectively, the “Purchased Assets”), including without limitation all right, title and interest of Seller and its Affiliates in, to and under the following:

(a) All Intellectual Property owned or held under license by the Seller and its Affiliates that is used or held for use in connection with, or related to or necessary for, the operations of the Business, wherever located, including all Intellectual Property in the Business Products and all tangible embodiments thereof (the “Business Intellectual Property”).

(b) All tangible embodiments of the Business Intellectual Property and all other tangible assets and material related to or used in connection with the Business Intellectual Property, including all source code, object code, media files and documentation.

(c) All of Seller’s rights, free of third party offsets, under all of its Contracts with any Person (the “Assigned Contracts”), including, without limitation the Maintenance Contracts as set forth on Section 4.12(b) of the Disclosure Schedule.

(d) All accounts receivable, notes receivable and other rights to receive money, all security related thereto, and any claim, remedy or other right related to any of the foregoing, whether or not reflected in the Financial Statements (the “Accounts Receivable”), including without limitation the Accounts Receivable reflected in Seller’s general ledger on the Closing Date and listed on Schedule 2.1(d) (such Accounts Receivable, as so listed on Schedule 2.1(d), being referred to herein as the “Closing Date Receivables”).

terms of any such Contract, nor, to the Seller's knowledge or the Shareholders' knowledge, has any event or circumstance occurred that, with notice or lapse of time or both, would constitute an event of default thereunder.

4.13. Business Products; Warranties; Defects; Liabilities.

(a) All of the products and services that are, as of the date hereof (or were at any time during the five year period immediately preceding the date hereof), owned, created, designed, developed, manufactured, marketed, licensed or sold (whether in existence or in development) by or on behalf of the Seller, including hardware, Software, firmware, interfaces and every type of device, are set forth in Section 4.13(a) of the Disclosure Schedule (hereinafter referred to collectively as the "Business Products" and individually as a "Business Product").

(b) Each of the Business Products was in material conformity with the specifications for such Business Product, all applicable contractual commitments and all applicable express and implied warranties at the time of such manufacture, sale, license, lease or delivery except for such non-conformities (i) as only require replacement or repair (or, in the case of services, re-performance) in the ordinary course of business consistent with past practice or (ii) for which (and to the extent) there is a specific reserve set forth on the Financial Statements. The Seller does not have any material Liability (and to the Seller's and the Shareholders' knowledge there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand against the Seller giving rise to any Liability) for replacement or repair thereof or other damages in connection therewith except Liabilities (i) for replacement or repair (or, in the case of services, re-performance) incurred in the ordinary course of business consistent with past practice or (ii) for which (and to the extent) there is a specific reserve set forth in the Financial Statements. No Business Product is subject to any guaranty, warranty, or other indemnity beyond the applicable standard terms and conditions of sale, license or lease or beyond that implied or imposed by applicable Law. Section 4.13(b) of the Disclosure Schedule includes a copy of the standard terms and conditions of sale, license, or lease for each of the Business Products.

4.14. Intellectual Property.

(a) Section 4.14 of the Disclosure Schedule lists: (i) all Patents and all registered Copyrights, Trademarks and mask works, and any applications and renewals for any of the foregoing owned by or on behalf of the Seller and used in connection with the Business; and (ii) all licenses (in and out), sublicenses and other agreements (A) to which the Seller is a party and pursuant to which the Seller or any other person is authorized to use any of the Business Intellectual Property or exercise any other right with regard thereto or (B) which otherwise relate to the Business. The disclosures described in clause (ii) of the preceding sentence include the identities of the parties to the relevant agreements, a brief description of the nature and subject matter thereof, the term thereof and the applicable payment terms (or summary of any formula or procedure for determining such payment terms).

(b) Each item of the Business Intellectual Property is either: (i) owned solely by the Seller free and clear of any Liens; or (ii) rightfully used and authorized for use by the Seller and its successors pursuant to a valid and enforceable written license. All of the Business Intellectual Property that is used by the Seller pursuant to a license or other grant of a right by a third party to use its proprietary information is separately identified as such on Section 4.14(b) of the Disclosure Schedule. The Seller has all rights in the Business Intellectual Property necessary to carry out the Business's former, current and currently planned future activities, including without limitation rights to make, use, exclude others from using, reproduce, modify, adapt, create derivative works based on, translate, distribute (directly and indirectly), transmit, display and perform publicly, license, rent, lease, assign and sell the Business Intellectual Property in all geographic locations and fields of use, and to sublicense any or all such rights to third parties, including the right to grant further sublicenses.

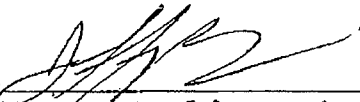
(c) The Seller is not in violation of any license, sublicense or other agreement to which the Seller is a party or otherwise bound relating to any of the Business Intellectual Property. Except as noted in Section 4.14(c) of the Disclosure Schedule, neither the Seller nor any of its Affiliates is obligated to provide any consideration (whether financial or otherwise) to any third party, nor is any third party otherwise entitled to any consideration, with respect to any exercise of rights by the Seller or Purchaser, as successor to the Seller, in the Business Intellectual Property.

(d) The use of the Business Intellectual Property and the operation of the Business by the Seller as currently conducted (including without limitation the development, sale, marketing and distribution of the Software Products) do not infringe any other Person's Intellectual Property rights. No claims (i) challenging the validity, enforceability, effectiveness or ownership by the Seller of any of the Business Intellectual Property or (ii) to the effect that the use, reproduction, modification, manufacture, distribution, licensing, sublicensing, sale, or any other exercise of rights in any of the Business Intellectual Property by the Seller, infringes or will infringe on any Intellectual Property or other proprietary or personal right of any Person have been asserted against the Seller or, to the knowledge of the Seller or the Shareholders, are threatened by any Person nor does there exist any valid basis for such a claim. There are no legal or governmental proceedings, including interference, re-examination, reissue, opposition, nullity, or cancellation proceedings pending that relate to any of the Business Intellectual Property, other than review of pending Patent applications, and neither the Seller nor the Shareholders are aware of any information indicating that such proceedings are threatened or contemplated by any Governmental Authority or any other Person. All granted or issued Patents and mask works, all registered Trademarks, and all Copyright registrations owned by the Seller are valid, enforceable and subsisting. To the Seller's and the Shareholders' knowledge, there is no unauthorized use, infringement, or misappropriation of any of the Business Intellectual Property by any Person, including any employee or former employee.

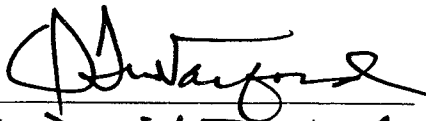
(e) Section 4.14(e) of the Disclosure Schedule separately lists all parties who have created any portion of, or otherwise have any rights in or to, the Business Intellectual Property. The Seller has secured from all current employees and consultants who have created any portion of, or otherwise have any rights in or to, the Business Intellectual Property valid and

IN WITNESS WHEREOF, the undersigned have executed this Asset Purchase Agreement as an instrument under seal as of the day and year first above written.

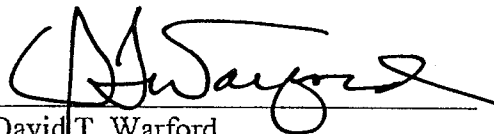
MADE2MANAGE SYSTEMS, INC.

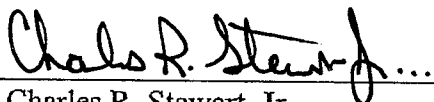
By: 
Name: JEFFREY R. TOGNONI
Title: CEO

ENCOMPIX INC.

By: 
Name: David T. Warford
Title: President & CEO

SHAREHOLDERS:


David T. Warford


Charles R. Stewart, Jr.

Encompix, Inc. / Made2Manage Systems, Inc.
Disclosure Schedules

Schedule

4.14(a)

Description

(i) Encompix, Inc. has been issued the following Trademarks and Copyrights:

Trademark: "ENCOMPPIX", Reg. No. 2,789,146	dtd 12/2/2003
Copyrights: Encompix Software, V9.2B, TXu1-170-505	dtd 4/9/2004
Accounting Manual, V9.2B, TXu1-195-357	dtd 4/5/2004
Manufacturing Manual, V9.2B, TXu1-171-597	dtd 4/5/2004
Overview & Admin Manual, V9.2B, TXu1-170-917	dtd 4/5/2004
Implementation Manual, V9.2B, TXu1-170-920	dtd 4/5/2004

Similar Copyrights were obtained for V9.2A, dated April 3 - 11, 2003

Similar Copyrights were obtained for V9.1, between 7/9/01 & 10/24/02

Previous versions of ShopPro Software and CablePro Software also received Copyrights. All certificates are on file with the Company.

Seller has applied for similar copyrights for Version 9.3 of Encompix Software and all application fees were paid in January, 2006.

(ii) Seller has provided to Buyer all formal agreements in effect for the selling of Third Party Software products, including any pricing, discounts, and restrictions therein. These Agreements are with: CorVu Software for their EIS package, and Rockwell Software, Inc. for their RSScheduler product, renamed by Seller as "Encompix APS".

Encompix Software, Version 9.3.

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "IP Assignment Agreement"), dated as of March 13, 2006 by and between Encompix, Inc., an Ohio corporation (the "Assignor") and Made2Manage Systems, Inc., an Indiana corporation ("Assignee").

WITNESSETH:

WHEREAS, by an Asset Purchase Agreement, dated as of March 13, 2006, (the "Asset Purchase Agreement") by and among the Assignor, the Assignee and the shareholders of the Assignor, the Assignor wishes to sell, transfer, convey, assign and deliver to the Assignee, and the Assignee has agreed to acquire and accept, all of the Assignor's right, title and interest in Assignor's intellectual property rights set forth in Section 2.1(a) of the Asset Purchase Agreement (the "Business Intellectual Property");

WHEREAS, Assignee wishes to acquire, and Assignor wishes to transfer all right, title and interest in and to the Business Intellectual Property, including all rights to sue and recover for past infringement or wrongful use thereof everywhere in the world.

NOW, THEREFORE, in consideration of the premises, and in connection with the Assignor's transfer of its assets to the Assignee by an instrument of even date herewith, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest in and to the Business Intellectual Property, all together with the goodwill of the Business (as that term is defined in the Asset Purchase Agreement) in connection with which the Business Intellectual Property are used, and with any and all renewals and extensions of the registrations for the Business Intellectual Property that may be secured under any applicable law now or hereafter in effect.

(1) Assignor will provide to Assignee, its successors, assigns or other legal representatives, all reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignor):

- (i) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Business Intellectual Property;
- (ii) in the prosecution or defense of any opposition, interference, infringement suits or other proceedings that may arise in connection with any of the Business Intellectual Property, including testifying as to any facts relating to the Business Intellectual Property or this IP Assignment Agreement (however, in the event of any opposition, interference, infringement suit or other proceedings that may arise in connection with the Business Intellectual Property or this IP Assignment Agreement, Assignee agrees to bear the entire cost thereof including reimbursing Assignor for any substantiated expenses or disbursements associated with such actions and will be entitled to retain the entire amount of any recovery or settlement; Assignor may if it so desires also be represented by counsel of its own selection, the fees of which counsel will be paid by Assignor); and
- (iii) in the implementation or perfection of this IP Assignment Agreement.

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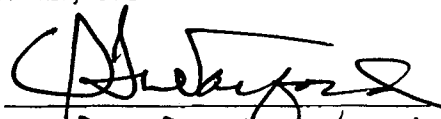
IN WITNESS WHEREOF, the Transferor has caused this IP Assumption Agreement to be
signed by an officer duly authorized, on and as of the day and year first above written.

ENCOMPIX, INC.

By:

Name:

Title:


David T. Wardford
President & CEO


ACKNOWLEDGED AND AGREED:

MADE2MANAGE SYSTEMS, INC.

By:

Name:

Title:


JEFFREY R. TOGNONI
CEO