

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Intuitive Manufacturing Systems, Inc.		12/28/2006	CORPORATION: WASHINGTON

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: 3

Property Type	Number	Word Mark
Serial Number:	78763574	INFIMACS II
Registration Number:	2333486	SUPPLYWORKS
Registration Number:	2551505	SUPPLYWORKS

CORRESPONDENCE DATA

Fax Number: (317)592-5453
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 317-592-5453
 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

OP \$90.00 78763574

ATTORNEY DOCKET NUMBER:	T03599US00, ETC.
NAME OF SUBMITTER:	Bradley M. Stohry
Signature:	/bradleymstohry/
Date:	06/14/2007

Total Attachments: 8

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**State of Indiana
Office of the Secretary of State**

CERTIFICATE OF MERGER

of

MADE2MANAGE SYSTEMS, INC.

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Merger of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

The following non-surviving entity(s):

AXIS COMPUTER SYSTEMS, INC.

a(n) Delaware Non-Qualified Foreign Corporation

BRIDGEWARE, INC.

a(n) California Non-Qualified Foreign Corporation

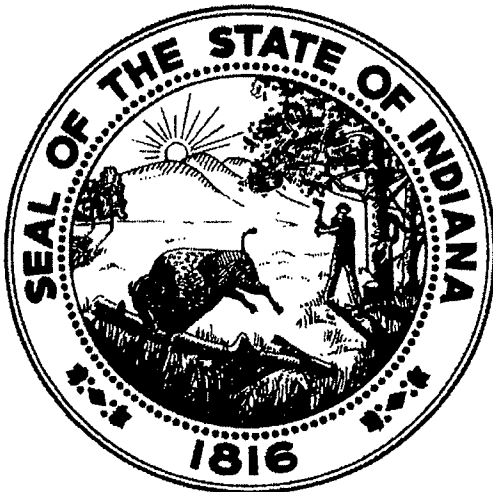
INTUITIVE MANUFACTURING SYSTEMS, INC.

a(n) Delaware Non-Qualified Foreign Corporation

merged with and into the surviving entity:

MADE2MANAGE SYSTEMS, INC.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, January 01, 2007.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 29, 2006.

A handwritten signature in black ink that reads "Todd Rokita". The signature is written in a cursive, flowing style.

TODD ROKITA,
SECRETARY OF STATE

198601-790 / 2007010313659

**TRADEMARK
REEL: 003561 FRAME: 0089**

APPROVED
AND
FILED

INDIANA SECRETARY OF STATE
RECEIVED

2006 DEC 29 PM 4:26



ARTICLES OF MERGER
State Form 39036 (R7 / 1-03)
Approved by State Board of Accountancy, 1998
TODD ROKITA
SECRETARY OF STATE

TODD ROKITA
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington Street, Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

Indiana Code 23-1-40-1 et. seq.

FILING FEE: \$90.00

INSTRUCTIONS: Use 8 1/2" x 11" white paper for attachments.
Present original and one (1) copy to the address in upper right corner of this form.
Please TYPE or PRINT.
Please visit our office on the web at www.sos.in.gov

ARTICLES OF MERGER / SHARE EXCHANGE
OF
AXIS Computer Systems, Inc., Bridgewater, Inc. and Intuitive Manufacturing Systems, Inc.
(hereinafter "the nonsurviving corporation(s)")

INTO
Made2Manage Systems, Inc.
(hereinafter "the surviving corporation")

ARTICLE I - SURVIVING CORPORATION

The name of the corporation surviving the merger is Made2Manage Systems, Inc.
and such name has has not (designate which) been changed as a result of the merger.

a. The surviving corporation is a domestic corporation existing pursuant to the provisions of the Indiana Business Corporation Law incorporated on 1/22/1986.

b. The surviving corporation is a foreign corporation incorporated under the laws of the State of _____ and qualified not qualified (designate which) to do business in Indiana.
If the surviving corporation is qualified to do business in Indiana, state the date of qualification: _____
(If Application for Certificate of Authority is filed concurrently herewith state "Upon approval of Application for Certificate of Authority".)

ARTICLE II - NONSURVIVING CORPORATION (S)

The name, state of incorporation, and date of incorporation or qualification (if applicable) respectively, of each Indiana domestic corporation and Indiana qualified foreign corporation, other than the survivor, which is party to the merger are as follows:

Name of Corporation <u>AXIS Computer Systems, Inc.</u>	
State of Domicile <u>Delaware</u>	Date of Incorporation or qualification in Indiana (if applicable) <u>9/30/1986</u>
Name of Corporation <u>Bridgewater, Inc.</u>	
State of Domicile <u>California</u>	Date of Incorporation or qualification in Indiana (if applicable) <u>2/9/1988</u>
Name of Corporation <u>Intuitive Manufacturing Systems, Inc.</u>	
State of Domicile <u>Delaware</u>	Date of Incorporation or qualification in Indiana (if applicable) <u>3/23/1994</u>

ARTICLE III - PLAN OF MERGER OR SHARE EXCHANGE

The Plan of Merger or Share Exchange, containing such information as required by Indiana Code 23-1-40-1(b), is set forth in "Exhibit A", attached hereto and made a part hereof.

ARTICLE IV - MANNER OF ADOPTION AND VOTE OF SURVIVING CORPORATION (Must complete Section 1 or 2)

Shareholder vote not required.

The merger / share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

Vote of shareholders (Select either A or B)

The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below:

A. Unanimous written consent executed on _____ 20____ and signed by all shareholders entitled to vote.
 B. Vote of shareholders during a meeting called by the Board of Directors.

	TOTAL	A	B	C
DESIGNATION OF EACH VOTING GROUP (i.e. preferred and common)				
NUMBER OF OUTSTANDING SHARES				
NUMBER OF VOTES ENTITLED TO BE CAST				
NUMBER OF VOTES REPRESENTED AT MEETING				
SHARES VOTED IN FAVOR				
SHARES VOTED AGAINST				

ARTICLE V - MANNER OF ADOPTION AND VOTE OF NONSURVIVING CORPORATION (Must complete Section 1 or 2)

Shareholder vote not required.

The merger / share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

Vote of shareholders (Select either A or B)

The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below:

A. Unanimous written consent executed on _____ 20____ and signed by all shareholders entitled to vote.
 B. Vote of shareholders during a meeting called by the Board of Directors.

	TOTAL	A	B	C
DESIGNATION OF EACH VOTING GROUP (i.e. preferred and common)				
NUMBER OF OUTSTANDING SHARES				
NUMBER OF VOTES ENTITLED TO BE CAST				
NUMBER OF VOTES REPRESENTED AT MEETING				
SHARES VOTED IN FAVOR				
SHARES VOTED AGAINST				

In Witness Whereof, the undersigned being the VP - FINANCE Officer or Chairman of Board of the surviving corporation executes these Articles of Merger / Share Exchange and verifies, subject to penalties of perjury that the statements contained herein are true, this 28TH day of DECEMBER, 2006.

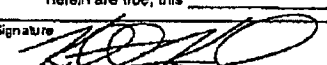
Signature:  Printed name: Katherine Kinder

Exhibit A

AGREEMENT AND PLAN OF MERGER 2006 DEC 29 PM 4: 26

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of the 28th day of December, 2006 among Made2Manage Systems, Inc., an Indiana corporation ("M2M"), and its wholly owned subsidiaries: AXIS Computer Systems, Inc., a Delaware corporation, Bridgewater, Inc., a California corporation, and Intuitive Manufacturing Systems, Inc., a Washington corporation (collectively the "Subsidiaries"). M2M and the Subsidiaries are sometimes referred to as the "Constituent Companies." M2M, as the surviving entity in the Mergers (as defined below), is hereinafter also sometimes referred to as the "Surviving Corporation".

WITNESSETH:

WHEREAS, Subsidiaries are each wholly owned subsidiaries of M2M; and

WHEREAS, M2M and the Subsidiaries deem it advisable and generally to the welfare of M2M and the Subsidiaries, respectively, that each of the Subsidiaries be merged with and into the Surviving Corporation under the terms and conditions hereinafter set forth, such mergers to be effected pursuant to the Indiana Business Corporation Law, the Delaware General Corporation Law, the California Corporations Code and the Revised Code of Washington, respectively.

NOW, THEREFORE, the Constituent Companies parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of such merger and mode of carrying the same into effect as follows:

FIRST: The Subsidiaries hereby merge (the "Mergers") with and into M2M, with M2M being the surviving entity in the Mergers. The separate existence of the Subsidiaries shall cease at the Effective Time of the Mergers in accordance with applicable law, and M2M shall continue in existence as the surviving entity, and, without other transfer or assumption, succeed to and possess all the estate, properties, rights, privileges, immunities and franchises of the Subsidiaries in accordance with applicable law.

SECOND: The Certificate of Incorporation of M2M, as in effect on the date of the Mergers provided for in this Agreement, shall continue in full force and effect as the certificate of incorporation of the Surviving Corporation until the same shall be altered, amended or repealed as provided therein or in accordance with applicable law.

THIRD: The terms and conditions of the Mergers are as follows:

(a) At the Effective Date, all of the authorized capital stock of each Subsidiary outstanding immediately prior to the applicable Merger and all rights in respect thereof, shall forthwith cease to exist and shall be cancelled, and the authorized capital stock of the Surviving

Corporation immediately prior to the Mergers shall continue to be outstanding and shall not be changed, but shall remain the same as immediately before the Mergers.

(b) The By-laws of M2M as they shall exist at the Effective Time of the Mergers shall be and remain the By-laws of the Surviving Corporation until the same shall be altered, amended and repealed as therein provided or in accordance with law.

(c) The directors of M2M at the Effective Time of the Mergers shall remain the directors of the Surviving Corporation, each to continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(d) The officers of M2M at the Effective Time of the Mergers shall remain the officers of the Surviving Corporation, each to continue in office until the next annual meeting of directors and until their successors shall have been elected and qualified.

(e) At and after the Effective Time of the Mergers, the Surviving Corporation shall succeed to and possess, without further act or deed, all the rights, privileges, obligations, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of the Subsidiaries; all debts due to each of the Subsidiaries on whatever account, as well as for stock subscriptions, shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the Subsidiaries shall be as effectively the property of the Surviving Corporation as they were of any of the respective Subsidiaries; the title to any real estate vested by deed or otherwise in any of the Subsidiaries shall not revert or be in any way impaired by reason of the Mergers, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of any of the Subsidiaries shall be preserved unimpaired; all debts, liabilities and duties of the respective Subsidiaries shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and the Surviving Corporation shall indemnify and hold harmless the officers and directors and managers, as applicable, of each of the Subsidiaries against all such debts, liabilities and duties and against all claims and demands arising out of the Mergers.

(f) As and when requested by the Surviving Corporation or by its successors or assigns, the Subsidiaries will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of any of the Subsidiaries acquired by the Surviving Corporation by reason or as a result of the Mergers herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and directors of the Subsidiaries and the officers and directors of the Surviving Corporation are fully authorized in the name of the Subsidiaries or otherwise to take any and all such action.

(g) This Agreement shall be submitted to the stockholders of the Subsidiaries and the stockholders of the Surviving Corporation as and to the extent required by applicable law. The Mergers shall take effect as of 12:01 a.m. January 1, 2007 (the "Effective Time").

(h) All acts, plans, policies, approvals and authorizations of the Subsidiaries, their officers and directors, which were valid and effective immediately prior to the Effective Time of the Mergers, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as they were on the Subsidiaries.


(i) From the Effective Time of the Mergers, the officers and directors of the Surviving Corporation are hereby authorized in the name of the entities that were the Subsidiaries to execute, acknowledge and deliver all instruments and do all things as may be necessary or desirable to vest in the Surviving Corporation any property or rights of any of the Subsidiaries or to carry out the purposes of this Agreement.

FOURTH: It is intended that this Agreement and Plan of Merger qualify as a liquidation in accordance with Sections 332, 334(b)(1) and 337 of the Internal Revenue Code of 1986, as amended.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

The undersigned authorized representatives of the Subsidiaries have executed and acknowledged this Agreement as of the date first set forth above.


MADE2MANAGE SYSTEMS, INC.

By: 
Name: Katherine Kinder
Title: VP, Finance


AXIS COMPUTER SYSTEMS, INC.

By: 
Name: Katherine Kinder
Title: VP, Finance

BRIDGEWARE, INC.

By: 
Name: Katherine Kinder
Title: VP, Finance

INTUITIVE MANUFACTURING
SYSTEMS, INC.

By: 
Name: Katherine Kinder
Title: VP, Finance

Direct Subsidiary Merger Agreement