

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, Inc., as First Lien Agent and Second Lien Agent		11/07/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	PRIMAVERA SYSTEMS, INC.
Street Address:	3 Bala Plaza West, Suite 105
City:	Bala Cynwyd
State/Country:	PENNSYLVANIA
Postal Code:	19004
Entity Type:	CORPORATION: PENNSYLVANIA

Name:	PRIMAVERA TECHNOLOGIES, INC.
Street Address:	3 Bala Plaza West, Suite 105
City:	Bala Cynwyd
State/Country:	PENNSYLVANIA
Postal Code:	19004
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2977845	CLAIM DIGGER
Registration Number:	2012053	
Registration Number:	2639265	
Registration Number:	2265216	EVOLVE
Registration Number:	1461761	EXPEDITION
Registration Number:	2442530	EXPEDITION EXPRESS
Registration Number:	2514647	EXPEDITION PROJECT CENTER
Registration Number:	2495763	EXPEDITION TGIF

CH \$865.00 2977845

Registration Number:	1430088	FINEST HOUR
Registration Number:	1330711	P3
Registration Number:	2381307	P3E
Registration Number:	1475732	PARADE
Registration Number:	1835276	PRIMAVERA
Registration Number:	2621115	PRIMAVERA
Registration Number:	2379430	PRIMAVERA PORTFOLIO ANALYST
Registration Number:	2455845	PRIMAVERA PROGRESS REPORTER
Registration Number:	2379415	PRIMAVERA PROJECT PLANNER FOR THE ENTERPRISE
Registration Number:	2540855	PRIMAVERA SOFTWARE DEVELOPMENT KIT
Registration Number:	2682743	PRIMAVERA AUTHORIZED REPRESENTATIVE
Registration Number:	2318014	PRIMAVERA ENTERPRISE
Registration Number:	1380156	PRIMAVERA PROJECT PLANNER
Registration Number:	2680157	PRIMAVERA SOLUTION PROVIDER
Registration Number:	2375215	PRIMAVERA TEAMPLAY
Registration Number:	2589518	PRIMAVISION
Registration Number:	2608695	PRIMECONTRACT
Registration Number:	2371553	SERVICESPHERE
Registration Number:	2365202	SERVICESPHERE
Registration Number:	2222536	SURETRAK
Registration Number:	2585394	TEAMPLAY
Registration Number:	2483220	TEAMPLAY
Registration Number:	2456116	TEAMPLAY METHODOLOGY MANAGER
Registration Number:	2456115	TEAMPLAY PORTFOLIO ANALYST
Registration Number:	2496817	TEAMPLAY PROJECT MANAGER
Registration Number:	2556586	TEAMPLAYER

CORRESPONDENCE DATA

Fax Number: (404)815-2424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-815-2231
Email: carolfraser@paulhastings.com
Correspondent Name: Carol Fraser, Corporate Paralegal
Address Line 1: 600 Peachtree Street, NE, Suite 2400
Address Line 2: Paul Hastings Janofsky & Walker LLP
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:

Carol Fraser

TRADEMARK

REEL: 003884 FRAME: 0978

Signature:	//Carol Fraser//
Date:	11/10/2008
<p>Total Attachments: 11 source=Primavera Trademark Release#page1.tif source=Primavera Trademark Release#page2.tif source=Primavera Trademark Release#page3.tif source=Primavera Trademark Release#page4.tif source=Primavera Trademark Release#page5.tif source=Primavera Trademark Release#page6.tif source=Primavera Trademark Release#page7.tif source=Primavera Trademark Release#page8.tif source=Primavera Trademark Release#page9.tif source=Primavera Trademark Release#page10.tif source=Primavera Trademark Release#page11.tif</p>	

RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of November 7, 2008 ("Effective Date") by WELLS FARGO FOOTHILL, INC., as First Lien Agent and Second Lien Agent ("Grantee"), in favor of PRIMAVERA SYSTEMS, INC., a Pennsylvania corporation, and PRIMAVERA TECHNOLOGIES, INC., a Delaware corporation (collectively, "Grantors").

WHEREAS, pursuant to the terms and conditions of that certain First Lien Credit Agreement dated as of April 25, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), Grantee holds a Lien (as such term is defined in the Credit Agreements and the Trademark Security Agreements, defined below) against all intellectual and industrial property rights owned by Grantors (collectively, the "Collateral");

WHEREAS, pursuant to the terms and conditions of that certain Second Lien Credit Agreement dated as of April 25, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"; together with the First Lien Credit Agreement, the "Credit Agreements"), Grantee holds a Lien (as such term is defined in the Credit Agreements and the Trademark Security Agreements, defined below) against all intellectual and industrial property rights owned by Grantors (collectively, the "Collateral");

WHEREAS, pursuant to the terms and conditions of that certain First Lien Trademark Security Agreement dated as of April 25, 2006 (as amended, supplemented or otherwise modified from time to time, the "First Lien Trademark Security Agreement"), and that certain Second Lien Trademark Security Agreement dated as of April 25, 2006 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Trademark Security Agreement"; together with the First Lien Trademark Security Agreement, the "Patent Security Agreements"), by and among Grantors and Grantee, Grantors assigned, transferred and conveyed to Grantee, and granted to Grantee, a security interest and mortgage in all of Grantors' right, title and interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreements);

WHEREAS, the First Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 27, 2006 at Reel 3298, Frame 0257;

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 28, 2006 at Reel 3299, Frame 0197;

WHEREAS, pursuant to the terms and conditions of that certain Payoff Letter dated as of November 7, 2008, the Grantee has consented to the release of the Lien on the Collateral including, without limitation, the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on Schedule 1 hereto (the "Trademarks"); and

WHEREAS, Grantee desires to release its Lien in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

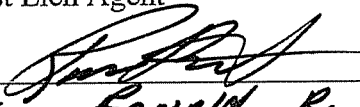
1. Grantee's Lien in the Collateral, including, without limitation, the Trademark Collateral granted pursuant to any Loan Document (as defined in the Credit Agreements), is hereby terminated and released.

2. To the extent Grantee retains any such interest, Grantee hereby assigns, transfers and conveys to Grantors, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest and collateral assignment in the Collateral, including without limitation the entire right, title and interest in and to the Trademark Collateral, including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world and the goodwill of the business to which the Trademark Collateral relates.

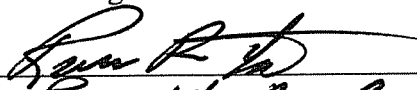
3. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release.

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

WELLS FARGO FOOTHILL, INC.
as First Lien Agent

By: 
Name: Ronald R. Cate
Title: V.P.

WELLS FARGO FOOTHILL, INC.
as Second Lien Agent

By: 
Name: Ronald R. Cate
Title: V.P.

SCHEDULE 1

TRADEMARKS¹

Mark/Country	Application No.	Filing Date	Registration No.	Registration Date	Status
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CLAIM DIGGER					
United States	76/559,259	11/12/2003	2,977,845	07/26/2005	Registered

CONCENTRIC PROJECT MANAGEMENT²					
European Union	000175497	04/01/1996	000175497	10/13/1998	Registered

DESIGN (Primavera Sundial Logo)					
Australia	820,485	01/18/2000	820,485	01/18/2001	Registered
Canada	1,029,307	09/16/1999	TMA 544,960	05/11/2001	Registered
China	3010285	12/02/2001	3010285	01/21/2003	Registered
China	3010284	12/02/2001	3010284	02/21/2003	Registered
European Union	002399186	09/21/2001	002399186	11/25/2002	Registered
European Union	000297895	06/11/1996	000297895	10/30/1998	Registered
Hong Kong	2001/17008	10/17/2001	2002/11531	09/03/2002	Registered
Hong Kong	2001/17009	10/17/2001	2002/11532	09/03/2002	Registered
Mexico	392587	09/28/1999	642558	02/23/2000	Registered
Norway	2001/13142	11/07/2001	215949	10/03/2002	Registered
Switzerland	10583/2001	11/05/2001	500167	11/05/2001	Registered
United States	75/032,401	12/14/1995	2,012,053	10/22/2002	Registered
United States	76/338,150	11/15/2001	2,639,265	10/22/2002	Registered

EVOLVE					
European Union	001997196	11/30/2000	001997196	05/16/2002	Registered
United States	75/002,384	10/06/1995	2,265,216	07/27/1999	Registered

¹ Except as otherwise indicated, all Trademarks listed below are owned by Primavera Technologies, Inc.

² The registration will expire on April 1, 2006 and Primavera Software, Inc. has decided not to renew.

Mark/Country	Application No.	Filing Date	Registration No.	Registration Date	Status
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EVOLVE & Design					
Brazil	819,484,660	09/23/1996	819,484,660	04/27/1999	Registered
Canada	0819827	08/06/1996	TMA523,449	02/21/2000	Registered
European Union	000327312	08/09/1996	000327312	12/15/1998	Registered
Mexico			536,864	10/03/1996	Registered

EXPEDITION					
European Union	000175463	04/01/1996	000175463	06/19/1998	Registered
United Kingdom	1530801	03/25/1993	1530801	03/25/2000	Registered
United States	73/650,916	03/23/1987	1,461,761	10/20/1987	Registered

EXPEDITION EXPRESS³					
United States	75/932,502	03/01/2000	2,442,530	04/10/2001	Registered

EXPEDITION LINK					
United States	75/935,961	03/01/2000	2,445,056	05/29/2001	Registered

EXPEDITION PROJECT CENTER					
United States	76/085,876	07/06/2000	2,514,647	12/04/2001	Registered

EXPEDITION TGIF					
United States	75/933,451	03/01/2000	2,495,763	10/09/2001	Registered

FINEST HOUR					
European Union	001416551	12/09/1999	001416551	02/14/2001	Registered
United Kingdom	1531096	03/25/1993	1531096	03/25/2000	Registered
United States	73/609,773	07/15/1986	1,430,088	02/24/1987	Registered

³ The Declaration of Use under Sections 8&15 for this registration is due April 10, 2007. Primavera Systems, Inc. has instructed us not to maintain this registration. The Trademark Office will mark this registration as abandoned after the grace period filing due date of October 10, 2007.

Mark/Country	Application No.	Filing Date	Registration No.	Registration Date	Status
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HOW THE WORLD MANAGES PROJECTS					
Australia	806,006	09/03/1999	806,006	09/03/1999	Registered
Canada	1,029,304	09/16/1999	TMA547,001	06/21/2001	Registered
European Union	001277292	08/13/1999	001277292	10/18/2000	Registered
Mexico	392589	09/28/1999	650389	04/18/2000	Registered

P3					
Australia	806,008	09/03/1999	806,008	09/03/1999	Registered
Canada	1,029,308	09/16/1999	TMA 547,107	06/22/2001	Registered
Germany	39400587.2	11/11/1994	39400587.2	06/28/1995	Registered
Mexico	392586	09/28/1999	751457	06/26/2002	Registered
United States	73/485,916	06/18/1984	1,330,711	04/16/1985	Registered

P3 PRIMAVERA PROJECT PLANNER					
European Union	000517813	04/17/1997	000517813	02/01/1999	Registered

P3e (Stylized)					
United States	75/796,457	09/08/1999	2,381,307	08/29/2000	Registered

PARADE					
United States	73/658,797	05/04/1987	1,475,732	02/09/1988	Registered

PRIMAVERA					
Australia	805,471	09/01/1999	805,471	09/01/1999	Registered
Canada	1,029,305	09/16/1999	TMA 579,290	04/09/2003	Registered
China	3010270	12/21/2001	3010270	01/21/2003	Registered
China	3010286	11/21/2002	3010286	02/21/2003	Registered

Mark/Country	Application No.	Filing Date	Registration No.	Registration Date	Status
European Union	002399210	09/21/2001	002399210	12/03/2002	Registered
European Union	000175349	04/01/1996	000175349	10/07/1998	Registered
Federation of Russia	98707073	04/24/1998	204156	08/02/2001	Registered
Hong Kong	2001/17006	10/17/2001	2002/04559	09/03/2002	Registered
Hong Kong	2001/17007	10/17/2001	2002/04560	09/03/2002	Registered
Japan	2004-033890	04/09/2004	04841587	02/25/2005	Registered
Mexico	392588	09/28/1999	650388	09/28/1999	Registered
Norway	2001/13141	11/07/2001	215949	10/03/2002	Registered
Switzerland	10582/2001	11/05/2001	499820	11/05/2001	Registered
United Kingdom	1530809	03/25/1993	1530809	03/25/2000	Registered
United States	74/398,625	06/07/1993	1,835,276	05/10/1994	Registered
United States	76/338,151	11/15/2001	2,621,115	09/17/2002	Registered

PRIMAVERA PORTFOLIO ANALYST

United States	75/796,451	09/08/1999	2,379,430	08/22/2000	Registered
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PRIMAVERA PROGRESS REPORTER

United States	75/547,470	09/02/1998	2,455,845	05/29/2001	Registered
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PRIMAVERA PROJECT PLANNER FOR THE ENTERPRISE

United States	75/793,918	09/07/1999	2,379,415	08/22/2000	Registered
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PRIMAVERA PROJEKTE MANAGER

European Union	002221307	05/09/2001	002221307	09/18/2002	Registered
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PRIMAVERA PROSPECTIVE

European Union	000944280	09/30/1998	000944280	02/01/2000	Registered
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Mark/Country	Application No.	Filing Date	Registration No.	Registration Date	Status
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PRIMAVERA SOFTWARE DEVELOPMENT KIT

United States	75/547,468	09/02/1998	2,540,855	02/19/2002	Registered
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PRIMAVERA AUTHORIZED REPRESENTATIVE & Design

United States	76/314,034	09/18/2001	2,682,743	02/04/2003	Registered
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PRIMAVERA EARNED VALUE PACK

Australia	863,112	01/16/2001	863,112	09/24/2001	Registered
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PRIMAVERA ENTERPRISE

United States	75/490,364	05/22/1998	2,318,014	02/15/2000	Registered
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PRIMAVERA PROJECT PLANNER

Australia	603,266	05/27/1993	603,266	05/27/1993	Registered
Australia	603,265	05/27/1993	603,265	05/27/1993	Registered
Canada	1,029,306	09/17/1999	TMA 579,101	04/09/2003	Registered
European Union	000175455	04/01/1996	000175455	11/20/1998	Registered
Mexico	219715	12/12/1994	532876	09/30/1996	Registered
Norway	870337	01/29/1987	135808	03/22/1989	Registered
Portugal	312920	10/09/1995	312920	08/08/1996	Registered
United Kingdom	1530796	03/25/1993	1530796	03/25/2000	Registered
United States	73/454,957	12/01/1983	1,380,156	01/28/1986	Registered

PRIMAVERA SOLUTION PROVIDER & Design

United States	76/317,156	09/26/2001	2,680,157	01/28/2003	Registered
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Mark/Country	Application No.	Filing Date	Registration No.	Registration Date	Status
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PRIMAVERA TEAMPLAY					
Australia	807,632	09/20/1999	807,632	09/20/2000	Registered
United States	75/796,450	09/08/1999	2,375,215	08/08/2000	Registered

PRIMAVISION					
United States	76/074,277	06/20/2000	2,589,518	07/02/2002	Registered

PRIMECONTRACT					
Australia	856,678	11/09/2000	856,678	11/09/2000	Registered
Canada	1,082,759	11/14/2000	TMA 582,802	05/30/2003	Registered
European Union	001947258	11/09/2000	001947258	12/13/2004	Registered
Mexico	460791	11/30/2000	695895	11/30/2000	Registered
Mexico	460792	11/30/2000	695896	11/30/2000	Registered
United States	76/073,874	06/19/2000	2,608,695	08/10/2002	Registered

PROJECT SUCCESS = BUSINESS SUCCESS					
Canada	1,120,904	10/31/2001	597,048	12/10/2003	Registered

SERVICESPHERE					
Canada	0894100	10/21/1998	TMA 553,920	11/16/2001	Registered
European Union	000971556	10/21/1998	000971556	04/07/2000	Registered
United States	75/471,640	04/21/1998	2,371,553	07/25/2000	Registered

SERVICESPHERE & Design					
Canada	1003261	01/26/1999	TMA 557,644	02/11/2002	Registered
European Union	001060821	01/27/1999	001060821	05/25/2000	Registered
United States	75/526,346	07/27/1998	2,365,202	07/04/2000	Registered

Mark/Country	Application No.	Filing Date	Registration No.	Registration Date	Status
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SURETRAK					
European Union	001417880	12/09/1999	001417880	02/14/2001	Registered
Norway	970052	01/03/1997	185906	10/16/1997	Registered
United Kingdom	1530912	03/25/1993	1530912	03/25/2000	Registered
United States	75/379,482	10/27/1997	2,222,536	02/09/1999	Registered

SURETRAK PROJECT MANAGER					
European Union	000175414	04/01/1996	000175414	10/07/1998	Registered
Federation of Russia	96701209	02/01/1996	155702	08/01/1997	Registered
Mexico	219714	12/12/1994	534261	10/28/1996	Registered

TEAMPLAY					
Australia	807,633	09/20/1999	807,633	09/20/1999	Registered
Canada	1,025,430	08/10/1999	TMA 550,578	09/11/2001	Registered
European Union	001284462	08/20/1999	001284462	01/18/2001	Registered
Mexico	391801	09/22/1999	628793	10/14/1999	Registered
United States	76/338,152	11/15/2001	2,585,394	06/25/2002	Registered
United States	75/704,402	05/12/1999	2,483,220	08/28/2001	Registered

TEAMPLAY METHODOLOGY MANAGER					
United States	75/704,435	05/12/1999	2,456,116	05/29/2001	Registered

TEAMPLAY PORTFOLIO ANALYST					
United States	75/704,432	05/12/1999	2,456,115	05/29/2001	Registered

TEAMPLAY PROJECT MANAGER					
United States	75/704,422	05/12/1999	2,496,817	10/09/2001	Registered

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Mark/Country	Application No.	Filing Date	Registration No.	Registration Date	Status
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TEAMPLAYER					
United States	75/704,433	05/12/1999	2,556,586	04/02/2002	Registered

Assignment

A Notice of Recordation of Assignment of Trademarks from Evolve Software, Inc.⁴ to Primavera Systems, Inc. was duly recorded with the U.S. Patent and Trademark Office on May 5, 2003.

A Notice of Recordation of Assignment of Trademarks from Primavera Systems, Inc. to Primavera Technologies, Inc. was duly recorded with the U.S. Patent and Trademark Office on June 24, 2003.

Unregistered Marks

Except for Cast Manager (which is branded and owned by Integrated Management Concepts, Inc.), to the extent the names of any Company Products⁵ do not appear in the above table of registered marks, those names are unregistered marks that are used by Parent to designate the origin of the Company Products.

⁴ Primavera Systems, Inc. purchased the assets of Evolve Software, Inc. pursuant to the Asset Purchase Agreement dated as of March 19, 2003 and, as a result, Primavera Systems, Inc. became a party to the agreements entered into by Evolve Software, Inc. referenced in these Disclosure Schedules.

⁵ These are Software (as defined in the Primavera Recapitalization Agreement) comprising any product or service marketed or sold or offered for license or sale by Parent or its Subsidiaries prior to the Closing Date.

NY1:1638909.1