

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amendment to Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SoftBrands, Inc.		10/20/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Foothill, Inc.		
<b>Street Address:</b>	2450 Colorado Avenue		
<b>Internal Address:</b>	Suite 3000 West		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3035421	DEMAND STREAM	
Registration Number:	1736114	ENCORE	
Registration Number:	1868055	HOTEL INFORMATION SYSTEMS	
Registration Number:	3474033	KARYON	
Registration Number:	1903407	PARAGON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	800-927-9801 x2348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 2:</b>	Attn: Jean Paterson		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		

**CH \$140.00 3035421**

ATTORNEY DOCKET NUMBER:	803532
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	11/24/2008
<b>Total Attachments: 8</b> source=11-24-08 Softbrand-TM#page1.tif source=11-24-08 Softbrand-TM#page2.tif source=11-24-08 Softbrand-TM#page3.tif source=11-24-08 Softbrand-TM#page4.tif source=11-24-08 Softbrand-TM#page5.tif source=11-24-08 Softbrand-TM#page6.tif source=11-24-08 Softbrand-TM#page7.tif source=11-24-08 Softbrand-TM#page8.tif	

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

SoftBrands, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) October 20, 2008

- Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other Amendment to Security Agreement

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wells Fargo Foothill, Inc.

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 2450 Colorado Avenue, Suite 3000 West

City: Santa Monica

State: California

Country: USA                              Zip: 90404

- Association    Citizenship \_\_\_\_\_  
 General Partnership    Citizenship \_\_\_\_\_  
 Limited Partnership    Citizenship \_\_\_\_\_  
 Corporation    Citizenship California  
 Other \_\_\_\_\_    Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule A attached hereto

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Michael A. Witt, Esq.

Internal Address: Duane Morris LLP

Street Address: 190 South LaSalle Street, Suite 3700

City: Chicago

State: Illinois                              Zip: 60603

Phone Number: (312) 499-6700

Fax Number: (312) 499-6701

Email Address: mawitt@duanemorris.com

**6. Total number of applications and registrations involved:**

5

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ \_\_\_\_\_

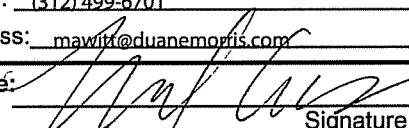
- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
 \_\_\_\_\_  
 Signature

November 24, 2008

\_\_\_\_\_ Date

Michael A. Witt

\_\_\_\_\_  
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

**U.S. Trademarks**

<b>Conveying Party</b>	<b>Registration No.</b>	<b>Description</b>
SoftBrands Manufacturing, Inc., a Minnesota corporation	3,035,421	Demand Stream
Aremissoft Hospitality (US), Inc., a Delaware corporation	1,736,114	Encore
MAI Systems Corporation, a Delaware corporation	1,868,055	Hotel Information Systems
Hotel Information Systems, Inc., a Delaware corporation	3,474,033	Karyon
MAI Systems Corporation, a Delaware corporation	1,903,407	Paragon

**AMENDMENT NUMBER 1 TO TRADEMARK SECURITY AGREEMENT**

**THIS AMENDMENT NUMBER 1 TO TRADEMARK SECURITY AGREEMENT** (this "**Amendment**"), dated as of October 20, 2008, is entered into by and between **SOFTBRANDS, INC.**, a Delaware corporation ("**Grantor**") and **WELLS FARGO FOOTHILL, INC.** (together with its successors and assigns, "**Agent**"), as agent for the Lenders (as identified in the Trademark Agreement (as defined below)) and the Bank Product Provider.

**WITNESSETH**

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement dated as of August 14, 2006 (as amended, restated, supplemented, or modified from time to time, the "**Trademark Agreement**"); and

WHEREAS, Grantor and Agent desire to amend the Trademark Agreement to include Schedule A attached hereto, to be included and a part of the Trademark Agreement, on the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Agreement as follows:

1. **DEFINITIONS.** Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Trademark Agreement, as amended hereby.

2. **AMENDMENT TO TRADEMARK AGREEMENT.** Schedule A to the Trademark Agreement is hereby supplemented by adding thereto each of the items listed on Schedule A attached hereto.

3. **CONSTRUCTION.** THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF ILLINOIS.

4. **ENTIRE AMENDMENT; EFFECT OF AMENDMENT.** This Amendment, and terms and provisions hereof, constitute the entire agreement among the parties pertaining to the subject matter hereof and supersedes any and all prior or contemporaneous amendments relating to the subject matter hereof. Except for the amendment to the Trademark Agreement expressly set forth in Section 2 hereof, the Trademark Agreement shall remain unchanged and in full force and effect. To the extent any terms or provisions of this Amendment conflict with those of the Trademark Agreement or other Loan Documents, the terms and provisions of this Amendment shall control. This Amendment is a Loan Document.

5. **COUNTERPARTS; TELEFACSIMILE EXECUTION.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart. Delivery of an executed counterpart of this Amendment by telefacsimile

or by e-mail shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or by e-mail also shall deliver an original executed counterpart of this Amendment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

**6. MISCELLANEOUS.**


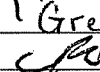
(a) Upon the effectiveness of this Amendment, each reference in the Trademark Agreement to “this Agreement”, “hereunder”, “herein”, “hereof” or words of like import referring to the Trademark Agreement shall mean and refer to the Trademark Agreement as amended by this Amendment.

(b) Upon the effectiveness of this Amendment, each reference in the Loan Documents to the “Trademark Agreement”, “thereunder”, “therein”, “thereof” or words of like import referring to the Trademark Agreement shall mean and refer to the Trademark Agreement as amended by this Amendment.

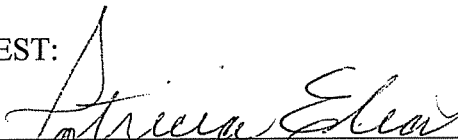
[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered as of the date first written above.

**SOFTBRANDS, INC.,**  
a Delaware corporation

By:   
Name: Gregg Waldon  
Its: 

ATTEST:

By:   
Name: Patricia Elias  
Its: General Counsel

Agreed and Accepted as of this  
\_\_\_\_ day of October, 2008.

**WELLS FARGO FOOTHILL, INC.,** as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered as of the date first written above.

**SOFTBRANDS, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed and Accepted as of this  
20th day of October, 2008.

**WELLS FARGO FOOTHILL, INC.,** as Agent

By: Tiffany Ormon  
Name: TIFFANY ORMON  
Its: VICE PRESIDENT



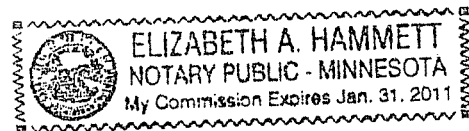
STATE OF Minnesota )  
 ) SS.  
COUNTY OF Hennepin )

The foregoing Amendment Number 1 to Trademark Security Agreement was executed and acknowledged before me this 20th day of October, 2008, by Gregg Weldon and \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the CFO and \_\_\_\_\_ of SoftBrands, Inc., a Delaware corporation, on behalf of such corporation.

Elizabeth A. Hammett  
Notary Public

County of Dakota

My Commission expires: Jan. 31, 2011



## SCHEDULE A

### TRADEMARK REGISTRATIONS

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