

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Activant Wholesale Distribution Solutions Inc.		01/07/2009	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Collateral Agent:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1884657	ADVANCED DISTRIBUTION SYSTEM
Registration Number:	2181654	NEXT LOGICAL STEP
Registration Number:	2641393	PRELUDE SYSTEMS
Registration Number:	2703003	PRELUDE SYSTEMS
Registration Number:	2767454	CONSORTIA

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-819-8200
 Email: trademarkdocket@whitecase.com
 Correspondent Name: Matthew Bart
 Address Line 1: White & Case LLP
 Address Line 2: 1155 Avenue of the Americas
 Address Line 4: New York, NEW YORK 10036

CH \$140.00 1884657

ATTORNEY DOCKET NUMBER:	1111788-0098
NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	01/13/2009
Total Attachments: 6 source=Grant of Security Interest_010708_U S Trademarks#page1.tif source=Grant of Security Interest_010708_U S Trademarks#page2.tif source=Grant of Security Interest_010708_U S Trademarks#page3.tif source=Grant of Security Interest_010708_U S Trademarks#page4.tif source=Grant of Security Interest_010708_U S Trademarks#page5.tif source=Grant of Security Interest_010708_U S Trademarks#page6.tif	

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Activant Wholesale Distribution Solutions Inc., a New Jersey corporation (the "Grantor") with principal offices at 7683 Southfront Road, Livermore, California 94551, hereby grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street, New York, NY 10005, (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Intellectual Property Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of January 7, 2009 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the termination or release of security interests in collateral listed above and/or in the Marks set forth on Schedule A attached hereto, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant as required pursuant to the Security Agreement.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and

provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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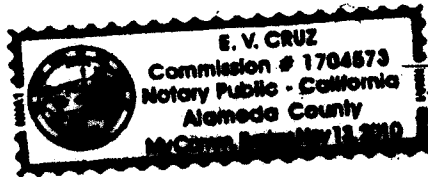
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 7th day of January, 2009.

ACTIVANT WHOLESAL E DISTRIBUTION
SOLUTIONS INC.,
Grantor

By Kathleen M. Crusco
Name: KATHLEEN M. CRUSCO
Title: CFO

STATE OF California)
) ss.:
COUNTY OF Alameda)

On this 7th day of January, 2009 before me personally came Cruz Kathleen
who, being by me duly sworn, did state as follows: that [s]he is Chief Financial
Officer of Activant
Wholesale Distribution Solutions Inc., that [s]he is authorized to execute the foregoing Grant on
behalf of said corporation and that [s]he did so by authority of the Board of Directors of said
corporation.



[Signature]
Notary Public

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent and Grantee

By Paul O'Leary
Name: Paul O'Leary
Title: Director

By Evelyn Thierry
Name: Evelyn Thierry
Title: Vice President

Activant IP Grant

SCHEDULE A

<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Date of Reg./Applic.</u>
Advanced Distribution System	1884657	3/21/1995
Next Logical Step	2181654	8/18/1998
Prelude Systems	2641393	10/29/2002
Prelude Systems	2703003	4/1/2003
Consortia & Design	2767454	9/23/2003