

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE AND TERMINATION OF SECURITY INTEREST RECORDED AT REEL/FRAME 4052/0120

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO CAPITAL FINANCE, INC. (FORMERLY KNOWN AS WELLS FARGO Foothill, Inc.)		07/05/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	MAI SYSTEMS CORPORATION
Street Address:	9600 Jeronimo Road
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92718
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2732980	EPITOME
Registration Number:	2960045	EPITOME
Registration Number:	2594611	HIS
Registration Number:	1868055	HOTEL INFORMATION SYSTEMS
Registration Number:	1903407	PARAGON

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ipdocket@lw.com, kristin.azcona@lw.com
 Correspondent Name: LATHAM & WATKINS LLP
 Address Line 1: 650 Town Center Drive, 20th Floor
 Address Line 4: Costa Mesa, CALIFORNIA 92626

OP \$140.00 2732980

ATTORNEY DOCKET NUMBER:	038263-0244
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	07/08/2011
Total Attachments: 3 source=WF - MAI Trademark Termination Agreement#page1.tif source=WF - MAI Trademark Termination Agreement#page2.tif source=WF - MAI Trademark Termination Agreement#page3.tif	

RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This Release and Termination of Security Interest in Trademarks (“Release and Termination of Security Interest”) dated as of July 5, 2011, is made by Wells Fargo Capital Finance, Inc. (formerly known as Wells Fargo Foothill, Inc.), a California corporation, in its capacity as agent for the Lender Group and Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”), for the benefit of GGC Software Holdings, Inc. (formerly known as Steel Holdings, Inc.), a Delaware corporation, as parent (“Parent”), SoftBrands, Inc., a Delaware corporation and a wholly owned Subsidiary of Parent, and MAI Systems Corporation, a Delaware corporation, as grantor under the Trademark Security Agreement (as defined below) (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the meaning assigned to such terms in the Trademark Security Agreement.

WHEREAS:

- (a) pursuant to the Trademark Security Agreement, dated as of August 13, 2009 (the “Trademark Security Agreement”), between the Grantor and Agent, which was recorded in the U.S. Patent and Trademark Office on August 24, 2009 at Reel 004052, Frame 0120, the Grantor has granted to the Agent a security interest in and mortgage on its right, title and interest in and to the following: all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to in Annex 1 hereto; all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and all products and proceeds (as the terms is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License (collectively, the “Trademark Collateral”); and
- (b) the Agent wishes to release and terminate the security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby releases and terminates the entirety of the security interest in and mortgage on the Trademark Collateral, and any right, title or interest of Agent in or to such Trademark Collateral shall hereby cease and become void.

This Release and Termination of Security Interest shall be governed by, and construed in accordance with, the laws of the State of California and shall be limited precisely as written and relates and applies solely to the Trademark Collateral and the associated interest specifically described above.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, Agent has caused this Release and Termination to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first written above.

**WELLS FARGO CAPITAL FINANCE,
INC.,**
as Agent

By: 

Name:

JOHN T. LEONARD

Title:

MANAGING DIRECTOR

ANNEX 1
INTELLECTUAL PROPERTY

Trademark Registrations and Trademark Applications

No.	Record Owner	Mark	Application No.	Filing Date	Registration No.	Registration Date	Country	Status
•	MAI SYSTEMS CORPORATION	EPITOME	76276460	6/23/2001	2732980	7/1/2003	United States	Registered
•	MAI SYSTEMS CORPORATION	EPITOME	76276461	6/23/2001	2960045	6/7/2005	United States	Registered
•	MAI SYSTEMS CORPORATION	HIS	75544704	8/31/1998	2594611	7/16/2002	United States	Registered
•	MAI SYSTEMS CORPORATION	HOTEL INFORMATION SYSTEMS	74388326	5/7/1993	1868055	12/20/1994	United States	Registered
•	MAI SYSTEMS CORPORATION	PARAGON	74388328	5/7/1993	1903407	7/4/1995	United States	Registered