

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE AND TERMINATION OF SECURITY INTEREST AT REEL/FRAME 4052/0112

**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**

<b>Name:</b>	SOFTBRANDS MANUFACTURING, INC.
<b>Street Address:</b>	Two Meridian Crossings
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55423
<b>Entity Type:</b>	CORPORATION: MINNESOTA

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3035421	DEMAND STREAM
Registration Number:	1736114	ENCORE
Registration Number:	1344151	FOURTH SHIFT
Registration Number:	2825800	SOFTBRANDS
Registration Number:	2150161	VISIBAR
Registration Number:	2558022	VISIWATCH

**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

OP \$165.00 3035421

**900196553**

**TRADEMARK  
 REEL: 004578 FRAME: 0138**

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 038263-0244

NAME OF SUBMITTER: Kristin J. Azcona

Signature: /kja/

Date: 07/08/2011

**Total Attachments: 3**

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## 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 SoftBrands Manufacturing, Inc., a Minnesota 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 0112, 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.

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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
•	SOFTBRANDS MANUFACTURING INC.	DEMAND STREAM	78510018	11/2/2004	3035421	12/27/2005	United States	Registered
•	AREMISSOFT HOSPITALITY (US), INC.	ENCORE	73545636	7/1/1985	1736114	12/1/1992	United States	Registered
•	SOFTBRANDS MANUFACTURING INC.	FOURTH SHIFT	73512737	12/10/1984	1344151	6/25/1985	United States	Registered
•	AREMISSOFT MANUFACTURING US, INC.	SOFTBRANDS	76348334	12/11/2001	2825800	3/23/2004	United States	Registered
•	SOFTBRANDS MANUFACTURING INC.	VISIBAR	75128364	7/1/1996	2150161	4/14/1998	United States	Registered
•	SOFTBRANDS MANUFACTURING INC.	VISIWATCH	76056431	5/25/2000	2558022	4/9/2002	United States	Registered