

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE AND TERMINATION OF SECURITY INTEREST AT REEL/FRAME NO 4049/0782 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------|----------|----------------|-------------------------------------|
| GGC FINANCE PARTNERSHIP, LP | | 07/05/2011 | LIMITED PARTNERSHIP: CAYMAN ISLANDS |

RECEIVING PARTY DATA

| | |
|------------------------|--------------------------------|
| Name: | SOFTBRANDS MANUFACTURING, INC. |
| Street Address: | TWO MERIDIAN CROSSINGS |
| City: | MINNEAPOLIS |
| State/Country: | MINNESOTA |
| Postal Code: | 55423 |
| Entity Type: | 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
 Address Line 4: COSTA MESA, CALIFORNIA 92626

OP \$165.00 3035421

| | |
|---|------------------|
| ATTORNEY DOCKET NUMBER: | 038263-0244 |
| NAME OF SUBMITTER: | KRISTIN J AZCONA |
| Signature: | /KJA/ |
| Date: | 07/08/2011 |
| Total Attachments: 3 source=GGC - SoftBrands Manufacturing Trademark Termination Agreement#page1.tif source=GGC - SoftBrands Manufacturing Trademark Termination Agreement#page2.tif source=GGC - SoftBrands Manufacturing 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 GGC Finance Partnership, LP, a Cayman Islands limited partnership, 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 20, 2009 at Reel 004049, Frame 0782, 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.

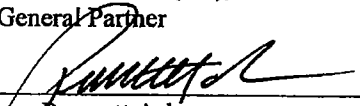
This Release and Termination of Security Interest shall be governed by, and construed in accordance with, the laws of the State of California and shall be limited precisely as written and relates and applies solely to the Trademark Collateral and the associated interest specifically described above.

[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.

GGC FINANCE PARTNERSHIP, L.P.,
as Agent

By: GGC Financial (US), LLC
Its: General Partner

By: 
Name: Prescott Ashe
Title: Manager

ANNEX 1
INTELLECTUAL PROPERTY

Trademark Registrations

| Record Owner | Mark | Registration No. | Registration Date | Country | Status |
|---|------------------|-------------------------|--------------------------|----------------|---------------|
| SOFTBRANDS MANUFACTURING INC. | DEMAND STREAM | 3035421 | 12/27/2005 | United States | Registered |
| AREMISSOFT HOSPITALITY (US), INC. | ENCORE | 1736114 | 12/1/1992 | United States | Registered |
| SOFTBRANDS MANUFACTURING INC. | FOURTH SHIFT | 1344151 | 6/25/1985 | United States | Registered |
| AREMISSOFT MANUFACTURING US, INC. | SOFTBRANDS | 2825800 | 3/23/2004 | United States | Registered |
| SOFTBRANDS MANUFACTURING INC. | VISIBAR | 2150161 | 4/14/1998 | United States | Registered |
| SOFTBRANDS MANUFACTURING INC. | VISIWATCH | 2558022 | 4/9/2002 | United States | Registered |