

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Unify Corporation (nka Daegis Inc.)	FORMERLY Unify Corporation	06/30/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Capital Finance, LLC
Street Address:	2450 Colorado Avenue, Suite 3000W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1386673	ACCELL
Registration Number:	1663326	UNIFY
Registration Number:	1843232	UNIFY
Registration Number:	3783409	UNIFY COMPOSER
Registration Number:	2531160	UNIFY DATASERVER
Registration Number:	2289276	UNIFY VISION
Registration Number:	2935354	UNIFYNXJ
Registration Number:	3052990	GUPTA
Registration Number:	2988879	GUPTA
Registration Number:	1468090	SQLBASE
Registration Number:	1583504	SQLTALK
Registration Number:	3045123	TEAM DEVELOPER

CORRESPONDENCE DATA

900196866

**TRADEMARK
 REEL: 004580 FRAME: 0878**

CH \$315.00 1386673

Fax Number: (949)720-0182
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (949) 224-6291
Email: trademark@buchalter.com
Correspondent Name: Farah P. Bhatti, Esq.
Address Line 1: 18400 Von Karman Avenue, Suite 800
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	W3344-0033
NAME OF SUBMITTER:	Farah P. Bhatti, Esq.
Signature:	/Farah P. Bhatti/
Date:	07/12/2011

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of June, 2011, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 30, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among UNIFY CORPORATION, a Delaware corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of June 30, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such 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.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CONSTRUCTION.** This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and

intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

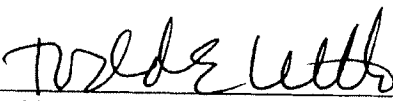
10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

UNIFY CORPORATION,
a Delaware corporation

By: 
Name: Todd E. Wille
Title: President and Chief Executive Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: 

Name: David R. Brooks

Title: Vice President

Trademark Security Agreement

TRADEMARK
REEL: 004580 FRAME: 0884

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Unify Corporation	Australia	ACCELL	498372	18-Dec-85
Unify Corporation	Australia	UNIFY	414781	6-Sep-84
Unify Corporation	Australia	UNIFY	414780	6-Sep-84
Unify Corporation	Australia	UNIFY	516240	3-Aug-89
Unify Corporation	Benelux	UNIFY	514457	10-Dec-91
Unify Corporation	Benelux	UNIFY	486333	23-Jul-00
Unify Corporation	Benelux	UNIFY	509531	13-Dec-91
Unify Corporation	Brazil	UNIFY	812414110	25-Aug-87
Unify Corporation	Brazil	UNIFY	812502086	19-Oct-93
Unify Corporation	Brazil	UNIFY	812240340	24-Jan-89
Unify Corporation	Brazil	UNIFY	815672977	15-Aug-95
Unify Corporation	Brazil	UNIFY	812240359	22-Sep-87
Unify Corporation	Canada	UNIFY	TMA414376	9-Jul-93
Unify Corporation	Canada	UNIFY	TMA399476	19-Jun-92
Unify Corporation	CTM	UNIFY	400234	3-Nov-98
Unify Corporation	CTM	UNIFY	399444	31-Oct-96
Unify Corporation	France	UNIFY	1343823	19-Dec-85
Unify Corporation	France	UNIFY	1725708	12-Sep-91
Unify Corporation	France	UNIFY	1589375	27-Jan-89
Unify Corporation	France	UNIFY	92400676	9-Jan-92
Unify Corporation	France	UNIFY	1684206	1-Aug-91
Unify Corporation	Germany	UNIFY	2019096	18-Sep-91
Unify Corporation	Germany	UNIFY	1 094 568	28-Jul-86
Unify Corporation	Germany	UNIFY	2031883	8-Mar-93
Unify Corporation	Germany	UNIFY	2 035 753	6-May-93
Unify Corporation	Germany	UNIFY	2 041 469	29-Jul-93
Unify Corporation	Hong Kong	UNIFY	199404874	2-Mar-92
Unify Corporation	Hong Kong	UNIFY	199406388	2-Mar-92
Unify Corporation	Indonesia	UNIFY	279647	7-Sep-92
Unify Corporation	Italy	UNIFY	974178	16-Jun-94
Unify Corporation	Italy	UNIFY	974179	16-Jun-94
Unify Corporation	Japan	UNIFY	2048810	26-May-88
Unify Corporation	Japan	UNIFY	1951732	29-May-87
Unify Corporation	Japan	UNIFY	3144581	30-Apr-96
Unify Corporation	Korea (South)	UNIFY	282188	22-Dec-93
Unify Corporation	Mexico	UNIFY	417991	6-Jul-92
Unify Corporation	Mexico	UNIFY	424025	20-Oct-92
Unify Corporation	Mexico	UNIFY	417992	6-Jul-92
Unify Corporation	Mexico	UNIFY	417993	6-Jul-92
Unify Corporation	Mexico	UNIFY	417994	6-Jul-92
Unify Corporation	Mexico	UNIFY	417995	6-Jul-92

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Unify Corporation	Norway	UNIFY	157103	17-Jun-93
Unify Corporation	Singapore	UNIFY	T91/08456H	12-Sep-91
Unify Corporation	Sweden	UNIFY	237791	17-Jul-92
Unify Corporation	Switzerland	UNIFY	392743	21-Jul-92
Unify Corporation	Switzerland	UNIFY	391641	12-Jul-91
Unify Corporation	United Kingdom	UNIFY	1256201	2-Aug-85
Unify Corporation	United Kingdom	UNIFY	1,466,120	1-Jun-91
Unify Corporation	United Kingdom	UNIFY	1226549	17-Sep-84
Unify Corporation	United Kingdom	UNIFY	1487940	15-Jan-92
Unify Corporation	United Kingdom	UNIFY	1466122	1-Jun-91
Unify Corporation	United States	ACCELL	1386673	18-Mar-86
Unify Corporation	United States	UNIFY	1663326	5-Nov-91
Unify Corporation	United States	UNIFY	1843232	5-Jul-94
Unify Corporation	United States	UNIFY DATASERVER	2531160	22-Jan-02
Unify Corporation	United States	UNIFY VISION	2289276	26-Oct-99
Unify Corporation	United States	UNIFYNXJ	2935354	22-Mar-05
Unify Corporation	United States	UNIFY COMPOSER	3783409	4-May-10
Unify Corporation	Australia	GUPTA	8551943	07-Feb-1994
Unify Corporation	Australia	GUPTA	8551942	07-Feb-1994
Unify Corporation	Austria	GUPTA	003990272	03-Oct-2005
Unify Corporation	Benelux	GUPTA	558036	10-Aug-1994
Unify Corporation	Benelux	GUPTA	003990272	03-Oct-2005
Unify Corporation	Brazil	GUPTA	817660658	12-Dec-1995
Unify Corporation	Brazil	GUPTA	817660666	03-Sep-1996
Unify Corporation	Brazil	GUPTA	817660640	24-Sep-1996
Unify Corporation	Cyprus	GUPTA	003990272	03-Oct-2005
Unify Corporation	Czech Republic	GUPTA	003990272	03-Oct-2005
Unify Corporation	Denmark	GUPTA	003990272	03-Oct-2005
Unify Corporation	Estonia	GUPTA	003990272	03-Oct-2005
Unify Corporation	European Union	GUPTA	003990272	03-Oct-2005
Unify Corporation	Finland	GUPTA	138288	20-Jun-1995
Unify Corporation	Finland	GUPTA	003990272	03-Oct-2005
Unify Corporation	France	GUPTA	1620573	25-Sep-2000
Unify Corporation	France	GUPTA	003990272	03-Oct-2005
Unify Corporation	Germany	GUPTA	003990272	03-Oct-2005
Unify Corporation	Germany	GUPTA	1183030	20-Dec-1991
Unify Corporation	Greece	GUPTA	003990272	03-Oct-2005
Unify Corporation	Hungary	GUPTA	003990272	03-Oct-2005
Unify Corporation	Ireland	GUPTA	003990272	03-Oct-2005
Unify Corporation	Italy	GUPTA	003990272	03-Oct-2005
Unify Corporation	Japan	GUPTA	2568883	31-Aug-1993
Unify Corporation	Jersey	GUPTA	003990272	03-Oct-2005
Unify Corporation	Latvia	GUPTA	003990272	03-Oct-2005
Unify Corporation	Lithuania	GUPTA	003990272	03-Oct-2005
Unify Corporation	Malta	GUPTA	003990272	03-Oct-2005
Unify Corporation	Mexico	GUPTA	491211	11-May-1995

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Unify Corporation	Mexico	GUPTA	496069	28-Jun-1995
Unify Corporation	Mexico	GUPTA	496069	28-Jun-1995
Unify Corporation	Poland	GUPTA	003990272	03-Oct-2005
Unify Corporation	Portugal	GUPTA	003990272	03-Oct-2005
Unify Corporation	Slovakia	GUPTA	003990272	03-Oct-2005
Unify Corporation	Slovenia	GUPTA	003990272	03-Oct-2005
Unify Corporation	Spain	GUPTA	003990272	03-Oct-2005
Unify Corporation	Sweden	GUPTA	003990272	03-Oct-2005
Unify Corporation	Sweden	GUPTA	303932	28-Jul-1995
Unify Corporation	United Kingdom	GUPTA	B1442829	07-May-1993
Unify Corporation	United Kingdom	GUPTA	81442546	30-Apr-1993
Unify Corporation	United Kingdom	GUPTA	003990272	03-Oct-2005
Unify Corporation	United States of America	GUPTA	3052990	31-Jan-2006
Unify Corporation	United States of America	GUPTA	2988879	30-Aug-2005
Unify Corporation	Brazil	GUPTA POWERED	817948678	29-Oct-1996
Unify Corporation	United Kingdom	GUPTA SQLBase	B1442756	06-May-1994
Unify Corporation	Australia	SQLBASE	650809	01-Oct-1996
Unify Corporation	Benelux	SQLBASE	569810	01-Feb-1996
Unify Corporation	Brazil	SQLBASE	818326638	11-Mar-1997
Unify Corporation	Canada	SQLBASE	TMA449703	03-Nov-1995
Unify Corporation	France	SQLBASE	1621623	03-Oct-1990
Unify Corporation	Mexico	SQLBASE	487544	18-Apr-1995
Unify Corporation	Sweden	SQLBASE	321654	21-Feb-1997
Unify Corporation	United States of America	SQLBASE	1468090	08-Dec-1987
Unify Corporation	United States of America	SQLTALK	1583504	20-Feb-1990
Unify Corporation	Austria	TEAM DEVELOPER	003990256	12-Oct-2005
Unify Corporation	Benelux	TEAM DEVELOPER	003990256	12-Oct-2005
Unify Corporation	Cyprus	TEAM DEVELOPER	003990256	12-Oct-2005
Unify Corporation	Czech Republic	TEAM DEVELOPER	003990256	12-Oct-2005
Unify Corporation	Denmark	TEAM DEVELOPER	003990256	12-Oct-2005
Unify Corporation	Estonia -	TEAM DEVELOPER	003990256	12-Oct-2005
Unify Corporation	European Union	TEAM DEVELOPER	003990256	12-Oct-2005
Unify Corporation	Finland	TEAM DEVELOPER	003990256	12-Oct-2005
Unify Corporation	France	TEAM DEVELOPER	003990256	12-Oct-2005
Unify Corporation	Germany	TEAM	003990256	12-Oct-2005

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
		DEVELOPER		
Unify Corporation	Greece	TEAM DEVELOPER	003990256	12-Oct-2005
Unify Corporation	Hungary	TEAM DEVELOPER	003990256	12-Oct-2005
Unify Corporation	Ireland	TEAM DEVELOPER	003990256	12-Oct-2005
Unify Corporation	Italy	TEAM DEVELOPER	003990256	12-Oct-2005
Unify Corporation	Jersey	TEAM DEVELOPER	003990256	12-Oct-2005
Unify Corporation	Latvia	TEAM DEVELOPER	003990256	12-Oct-2005
Unify Corporation	Lithuania	TEAM DEVELOPER	003990256	12-Oct-2005
Unify Corporation	Malta	TEAM DEVELOPER	003990256	12-Oct-2005
Unify Corporation	Poland	TEAM DEVELOPER	003990256	12-Oct-2005
Unify Corporation	Portugal	TEAM DEVELOPER	003990256	12-Oct-2005
Unify Corporation	Slovakia	TEAM DEVELOPER	003990256	12-Oct-2005
Unify Corporation	Slovenia	TEAM DEVELOPER	003990256	12-Oct-2005
Unify Corporation	Spain	TEAM DEVELOPER	003990256	12-Oct-2005
Unify Corporation	Sweden	TEAM DEVELOPER	003990256	12-Oct-2005
Unify Corporation	United Kingdom	TEAM DEVELOPER	003990256	12-Oct-2005
Unify Corporation	United States of America	TEAM DEVELOPER	3045123	17-Jan-2006

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses