

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
MAI SYSTEMS CORPORATION		07/05/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		
Street Address:	ELEVEN MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	CAYMAN ISLANDS BRANCH OF A BANK ORGANIZED AND EXISTING UNDER THE LAWS OF SWITZERLAND: SWITZERLAND		
PROPERTY NUMBERS Total: 6			
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:	3474033	KARYON	
Registration Number:	1903407	PARAGON	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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		
ATTORNEY DOCKET NUMBER:	038263-0244		

TRADEMARK

900197263

REEL: 004585 FRAME: 0072

OP \$165.00 2732980

NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	07/18/2011
Total Attachments: 6 source=Trademark Security Agreement_MAI Systems Corporation#page1.tif source=Trademark Security Agreement_MAI Systems Corporation#page2.tif source=Trademark Security Agreement_MAI Systems Corporation#page3.tif source=Trademark Security Agreement_MAI Systems Corporation#page4.tif source=Trademark Security Agreement_MAI Systems Corporation#page5.tif source=Trademark Security Agreement_MAI Systems Corporation#page6.tif	

TRADEMARK SECURITY AGREEMENT

WHEREAS, MAI SYSTEMS CORPORATION, a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

WHEREAS, SoftBrands, Inc., a Delaware corporation (“**SBI**”), Atlantis Merger Sub, Inc., a Delaware corporation (together with SBI prior to consummation of the Merger, the “**Borrowers**”), and upon consummation of the Merger, Lawson Software, Inc., a Delaware corporation (together with SBI after consummation of the Merger, the “**Borrowers**”), and GGC Software Holdings, Inc., a Delaware corporation, have entered into a Credit Agreement dated as of July 5, 2011 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”), with the financial institutions named therein (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the “**Lenders**”), certain agents thereunder and Credit Suisse AG, Cayman Islands Branch (“**CS**”), as administrative agent for Lenders and as collateral agent for Lenders (in such capacity, “**Collateral Agent**”), as the Swingline Lender and as an Issuing Lender, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrowers;

WHEREAS, Borrowers or their respective Restricted Subsidiaries may from time to time enter, or may from time to time have entered, into one or more hedge agreements (collectively, the “**Secured Swap Agreements**”) with one or more Swap Counterparties (as defined in the Credit Agreement);

WHEREAS, Borrowers or their respective Restricted Subsidiaries may from time to time enter, or may from time to time have entered, into one or more agreements (collectively, the “**Bank Product Agreements**”) with one or more Bank Product Providers (as defined in the Credit Agreement); and

WHEREAS, the Grantor is party to a Security Agreement dated as of July 5, 2011 (the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed,

created or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);
- (ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY

PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement; provided that Grantor shall promptly thereafter deliver a manually signed counterpart hereof.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MAI SYSTEMS CORPORATION

By: 

Name: Kevin Samuelson

Title: Chief Financial Officer and Vice President

Signature page to Trademark Security Agreement – MAI Systems Corporation

TRADEMARK
REEL: 004585 FRAME: 0077

Accepted and Agreed:

**CREDIT SUISSE AG,
CAYMAN ISLANDS BRANCH,**
as Collateral Agent

By: _____

Name: Mikhail Faybusovich

Title: Director

By: _____

Name: VIPUL DHADDA
Title: ASSOCIATE

Signature page to Trademark Security Agreement – MAI Systems Corporation

**TRADEMARK
REEL: 004585 FRAME: 0078**

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademarks:

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Current Owner	Status
EPITOME	76/276460	6/23/2001	2732980	7/1/2003	MAI Systems Corporation	Registered; Renewal due 7/1/2013
EPITOME	76/276461	6/23/2001	2960045	6/7/2005	MAI Systems Corporation	Registered; Section 8 & 15 Declaration due 6/7/2011
HIS	75/544704	8/31/1998	2594611	7/16/2002	MAI Systems Corporation	Registered; Renewal due 7/16/2012
HOTEL INFORMATION SYSTEMS	74/388326	5/7/1993	1868055	12/20/1994	MAI Systems Corporation	Registered; Renewal due 12/20/2014
KARYON	78/936841	7/25/2006	3474033	7/22/2008	MAI Systems Corporation	Registered; Section 8 & 15 Declaration due 7/22/2014
PARAGON	74/388328	5/7/1993	1903407	7/4/1995	MAI Systems Corporation	Registered; Renewal due 7/4/2015