

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lawson Software, Inc.		04/05/2012	Delaware Corporation: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Bank of America, N.A., as Collateral Agent
<b>Street Address:</b>	101 N Tryon Street, 5th Fl.
<b>Internal Address:</b>	One Independence Center, Mail Code: NC1-001-05-45
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255
<b>Entity Type:</b>	National Association: UNITED STATES

<b>PROPERTY NUMBERS Total: 36</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2787614	APPROVA
Registration Number:	2867374	BIZRIGHTS
Registration Number:	3160449	CLOVERLEAF
Registration Number:	3160451	CLOVERLEAF
Registration Number:	1994113	CLOVERLEAF
Registration Number:	3155101	CONNECTED BY CLOVERLEAF
Registration Number:	3152085	CONNECTED BY CLOVERLEAF
Registration Number:	3144387	X
Registration Number:	3152100	
Registration Number:	3160529	
Registration Number:	3201662	QUOVADX
Registration Number:	3201559	QUOVADX
Registration Number:	2873228	SMART NOTIFICATION

OP \$915.00 2787614

Registration Number:	2511693	HEALTHVISION
Registration Number:	2290900	DRILL AROUND
Registration Number:	2565985	INSURENET
Registration Number:	3195422	IT'S TIME
Registration Number:	1733659	LAWSON
Registration Number:	2806173	LAWSON
Registration Number:	1707831	LAWSON
Registration Number:	3084083	LAWSON. IT'S TIME.
Registration Number:	2695224	ANSWERSOURCE
Registration Number:	3679633	ENWISEN
Registration Number:	3879700	ENWISEN KICKS SAAS!
Registration Number:	3879701	KICKS SAAS!
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
Registration Number:	3035421	DEMAND STREAM
Registration Number:	1344151	FOURTH SHIFT
Registration Number:	2825800	SOFTBRANDS
Registration Number:	2150161	VISIBAR
Registration Number:	2558022	VISIWATCH

**CORRESPONDENCE DATA**

Fax Number: 2126561342  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 212-701-3345  
Email: daniel.cote@thomsonreuters.com  
Correspondent Name: James P. Murphy, Legal Assistant  
Address Line 1: 80 Pine Street  
Address Line 2: Cahill Gordon & Reindel LLP  
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	James P. Murphy, Legal Assistant
Signature:	/daniel cote thomsonreuters/

04/19/2012

**Total Attachments: 9**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Lawson Software, Inc.

- Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Delaware Corporation

Citizenship (see guidelines) US - DE

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) 04/05/2012

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  
 No

Name: Bank of America, N.A., as Collateral Agent

Internal

Address: One Independence Center, Mail Code: NC1-001-05-45

Street Address: 101 N Tryon St., 5th Floor

City: Charlotte

State: NC

Country: USA    Zip: 28255-0001

- Association      Citizenship US - Federal  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY    Zip: 10005

Phone Number: 212-701-3345

Fax Number: 212-378-2610

Email Address: jmurphy@cahill.com

**6. Total number of applications and registrations involved:**

36

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

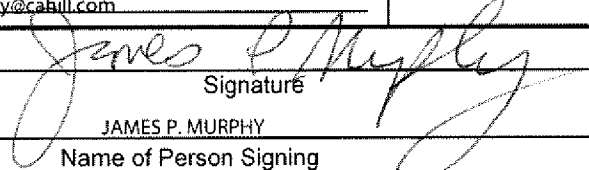
- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature  
JAMES P. MURPHY  
Name of Person Signing

April 5, 2012

Date

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

**WHEREAS**, LAWSON SOFTWARE, INC., 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); and

**WHEREAS**, the Grantor is party to a Security Agreement dated as of April 5, 2012 (the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and Bank of America, N.A., as Collateral Agent for the Secured Parties (in such capacity, 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 Trademark Security Agreement (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 the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the 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 the 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 the 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.

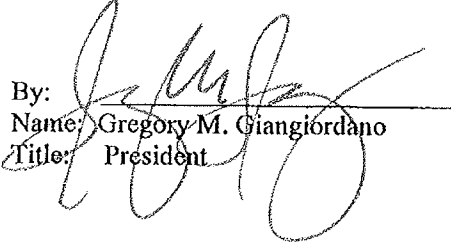
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE 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.

[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.

LAWSON SOFTWARE, INC.

By:   
Name: Gregory M. Giangjordano  
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 004760 FRAME: 0937

Accepted and Agreed:  
**BANK OF AMERICA, N.A.,**  
as Collateral Agent

By:   
Name:  
Title: **Alysa A. Trakas**  
**Director**

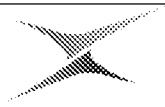
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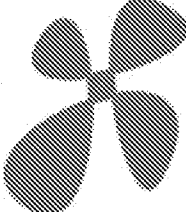
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**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**U.S. Trademarks:**

<b>Mark</b>	<b>Country</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Current Owner</b>	<b>Status</b>
APPROVA	USA	2787614	11/25/2003	Lawson Software, Inc.	Registered; Renewal due 11/25/2013
BIZRIGHTS	USA	2867374	7/27/2004	Lawson Software, Inc.	Registered; Renewal due 7/27/2014
CLOVERLEAF	USA	3160449	10/17/2006	Lawson Software, Inc.	Registered; Section 8 & 15 Declara- tion due 10/17/2012
CLOVERLEAF	USA	3160451	10/17/2006	Lawson Software, Inc.	Registered; Section 8 & 15 Declara- tion due 10/17/2012
CLOVERLEAF	USA	1994113	8/13/1996	Lawson Software, Inc.	Registered; Renewal due 8/13/2016
CONNECTED BY CLOVERLEAF	USA	3155101	10/10/2006	Lawson Software, Inc.	Registered; Section 8 & 15 Declara- tion due 10/10/2012
CONNECTED BY CLOVERLEAF	USA	3152085	10/3/2006	Lawson Software, Inc.	Registered; Section 8 & 15 Declara- tion due 10/3/2012
	USA	3144387	9/19/2006	Lawson Software, Inc.	Registered; Section 8 & 15 Declara- tion due 9/19/2012

Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Current Owner	Status
	USA	3152100	10/3/2006	Lawson Software, Inc.	Registered; Section 8 & 15 Declara- tion due 10/3/2012
	USA	3160529	10/17/2006	Lawson Software, Inc.	Registered; Section 8 & 15 Declara- tion due 10/17/2012
QUOVADX	USA	3201662	1/23/2007	Lawson Software, Inc.	Registered; Section 8 & 15 Declara- tion due 1/23/2013
QUOVADX	USA	3201559	1/23/2007	Lawson Software, Inc.	Registered; Section 8 & 15 Declara- tion due 1/23/2013
SMART NOTIFICATIO N	USA	2873228	8/17/2004	Lawson Software, Inc.	Registered; Renewal due 8/17/2014
HEALTHVISIO N	USA	2511693	11/27/2001	Lawson Software, Inc.	Registered; Renewal due 11/27/2011
DRILL AROUND	USA	2290900	11/9/1999	Lawson Software, Inc.	Registered; Renewal due 11/9/2019
INSURENET	USA	2565985	4/30/2002	Lawson Software, Inc.	Registered; Renewal due 4/30/2012
IT'S TIME	USA	3195422	1/9/2007	Lawson Software, Inc.	Registered; Section 8 & 15 Declara- tion due 1/9/2015
LAWSON	USA	1733659	11/17/1992	Lawson Software, Inc.	Registered; Renewal due 11/17/2012
LAWSON	USA	2806173	1/20/2004	Lawson Software, Inc.	Registered; Renewal due 1/20/2014

Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Current Owner	Status
LAWSON	USA	1707831	8/18/1992	Lawson Software, Inc.	Registered; Renewal due 8/18/2012
LAWSON. IT'S TIME.	USA	3084083	4/25/2006	Lawson Software, Inc.	Registered; Section 8 & 15 Declara- tion due 4/25/2012
ANSWER- SOURCE	USA	2695224	3/11/2003	Lawson Software, Inc.	Registered; Renewal due 3/11/2013
	USA	3679633	9/8/2009	Lawson Software, Inc.	Registered; Section 8 & 15 Declara- tion due 9/8/2015
EWISEN KICKS SAAS!	USA	3879700	11/23/2010	Lawson Software, Inc.	Registered; Section 8 & 15 Declara- tion due 11/23/2016
KICKS SAAS!	USA	3879701	11/23/2010	Lawson Software, Inc.	Registered; Section 8 & 15 Declara- tion due 11/23/2016
EPITOME	USA	2732980	7/1/2003	Lawson Software, Inc.	Registered; Renewal due 7/1/2013
EPITOME	USA	2960045	6/7/2005	Lawson Software, Inc.	Registered; Section 8 & 15 Declara- tion due 6/7/2015
HIS	USA	2594611	7/16/2002	Lawson Software, Inc.	Registered; Renewal due 7/16/2012
HOTEL INFORMATIO N SYSTEMS	USA	1868055	12/20/1994	Lawson Software, Inc.	Registered; Renewal due 12/20/2014
KARYON	USA	3474033	7/22/2008	Lawson Software, Inc.	Registered; Section 8 & 15 Declara- tion due 7/22/2014
PARAGON	USA	1903407	7/4/1995	Lawson Software, Inc.	Registered; Renewal due 7/4/2015

Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Current Owner	Status
DEMAND STREAM	USA	3035421	12/27/2005	Lawson Software, Inc.	Registered; Section 8 & 15 Declara- tion due 12/27/2011
FOURTH SHIFT	USA	1344151	6/25/1985	Lawson Software, Inc.	Registered; Renewal due 6/25/2015
SOFTBRANDS	USA	2825800	3/23/2004	Lawson Software, Inc.	Registered; Renewal due 3/23/2014
VISIBAR	USA	2150161	4/14/1998	Lawson Software, Inc.	Registered; Renewal due 4/14/2018
VISIWATCH	USA	2558022	4/9/2002	Lawson Software, Inc.	Registered; Renewal due 4/9/2012