

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	CMS Software Canada Inc.		12/31/2012
			Entity Type
			CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Epicor Software Canada, Ltd.		
Street Address:	18101 Von Karman Avenue, Suite 1600		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3495202	SOLARSOFT
CORRESPONDENCE DATA			
Fax Number:	3038630223		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	3038639700		
Email:	mtrudell@sheridanross.com		
Correspondent Name:	Miriam D. Trudell, Sheridan Ross P.C.		
Address Line 1:	1560 Broadway, Suite 1200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	5842-176		
NAME OF SUBMITTER:	Miriam D. Trudell		
Signature:	/miriam trudell/		
Date:	01/25/2013		
Total Attachments: 2 source=signed confirmatory assignment#page1.tif source=signed confirmatory assignment#page2.tif			

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**TRADEMARK ASSIGNMENT**

This is a **TRADEMARK ASSIGNMENT** by CMS SOFTWARE CANADA INC. a corporation governed by the laws of the Province of British Columbia, Canada (the "Assignor"), to EPICOR SOFTWARE CANADA, LTD., a corporation governed by the laws of the Province of Ontario, Canada (the "Assignee").

**RECITALS**

The Assignee and the Assignor are parties to an Asset Purchase Agreement dated as of December 31, 2012 (the "Asset Purchase Agreement"), pursuant to which the Assignor has sold to the Assignee and the Assignee has purchased from the Assignor the Assets (as defined in the Asset Purchase Agreement), including without limitation all trademarks and service marks, both registered and unregistered, of the Assignor. Pursuant to the Asset Purchase Agreement, the Assignor has agreed to execute such instruments as may reasonably be necessary to achieve the purpose of the Asset Purchase Agreement.

In accordance therewith, the Assignor desires to transfer and assign to the Assignee, and the Assignee desires to accept the transfer and assignment of, all of the Assignor's worldwide right, title and interest in, to and under the Assignor's registered and unregistered trademarks and service marks, including without limitation the trademark and service mark registrations listed on Schedule A (all of the foregoing being referred to herein as the "Trademarks").

**NOW, THEREFORE**, the Assignor, for and in exchange for the payment of good and valuable consideration, the receipt of which is hereby acknowledged, effective December 31, 2012, does hereby transfer and assign to the Assignee, the Assignor's worldwide right, title and interest in, to and under the Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Trademarks.

**ASSIGNOR:**

CMS SOFTWARE CANADA INC.

By: \_\_\_\_\_

Name: Vincent Lowder

Title: Director

**SCHEDULE A**

<b>Country</b>	<b>Mark</b>	<b>Sheridan Ross File No.</b>	<b>App. No. App. Date</b>	<b>Reg. No. Reg. Date</b>	<b>Status</b>	<b>Owner</b>
Canada	SOLARSOFT  solarsoft™	5842-176- CA	1,376,482  12/18/2007	TMA730538  12/09/2008	Registered	CMS Software Canada Inc.
European Union (CTM)	SOLARSOFT  solarsoft™	5842-176- WO-CTM	966323  12/04/2007	966323  12/04/2007	Registered	CMS Software Canada Inc.
U.S.	SOLARSOFT  solarsoft™	5842-176	77/336,843  11/26/2007	3,495,202  09/02/2008	Registered	CMS Software Canada Inc.