

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318257

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SalesLogix, N.A., LLC		09/02/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Infor (US), Inc.		
<b>Street Address:</b>	13560 Morris Road		
<b>Internal Address:</b>	Suite 4100		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30004		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2155324	SALESLOGIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325347		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	215-569-5347		
<b>Email:</b>	aria@blankrome.com		
<b>Correspondent Name:</b>	Zachary A. Aria		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	Blank Rome LLP, 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	119645-00104		
<b>NAME OF SUBMITTER:</b>	Zachary A. Aria		
<b>SIGNATURE:</b>	/Zachary A. Aria/		
<b>DATE SIGNED:</b>	09/29/2014		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Assignment”), dated as of September 2, 2014, is by and between SalesLogix, N.A., LLC, a Delaware limited liability company (“Assignor”), and Infor (US), Inc., a Delaware corporation (“Assignee”).

WHEREAS, Assignor, Assignee and certain other parties have entered into an Asset Purchase Agreement, dated as of August 11, 2014, by and among Assignor, Assignee and the other parties thereto (“Asset Purchase Agreement”), pursuant to which Assignor has agreed to sell, transfer, assign, convey, and deliver to Assignee and its affiliate, among all other things, all of Assignor’s right, title and interest in and to any and all Seller Intangibles (as defined in the Asset Purchase Agreement);

NOW, THEREFORE, incorporating the foregoing and in consideration of the mutual covenants, representations, warranties and agreements contained in the Asset Purchase Agreement and this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

### DEFINITIONS

Capitalized terms that are not defined herein shall have the meaning given to them in the Asset Purchase Agreement.

### ASSIGNMENT

1. Assignment. Assignor hereby sells, transfers, assigns, conveys, transfers and delivers to Assignee, free and clear of all Encumbrances (except for Permitted Encumbrances), all of Assignor’s right, title and interest in and to the following (the “Assigned Intellectual Property”):

(a) the trademark registrations and trademark applications set forth on Exhibit A hereto and all issuances, extensions and renewals thereof, together with all rights and goodwill associated with any of the foregoing;

(b) the domain names set forth on Exhibit A, including the current registrations thereof;

(c) the patents and patent applications set forth in Exhibit B hereto and all continuation, continuation-in-part, divisional, provisional, non-provisional or any substitute applications, any patent issued with respect to any such patent applications, any reissue, reexamination, renewal or extension (including any supplemental patent certificate) of any such patent, and any confirmation patent or registration patent or patent of addition based on any such patent, and all foreign counterparts of any of the foregoing; and

(d) the copyright registrations and applications for registration set forth in Exhibit C hereto and all issuances, extensions and renewals thereof.

This Assignment includes the right to make applications to protect any of the foregoing in any country or region, all renewal rights therein, the right to obtain registrations of the Assigned Intellectual Property throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. Recordation. Assignor hereby authorizes the Commissioner for Trademarks, the Commissioner for Patents, and the Register of Copyrights of the United States, and any official of any other country empowered to issue trademark, patent, and copyright registrations, to record and register this Assignment, and to issue or transfer said Assigned Intellectual Property to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

3. Further Assurances. Without limiting the generality of Section 6.3 of the Asset Purchase Agreement, upon Assignee's request Assignor shall promptly take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Intellectual Property is properly assigned to Assignee, or any assignee or successor thereto including, without limitation, electronically transferring all administrative and other rights in the domain names to Assignee.

## **GENERAL**

4. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. Entire Understanding. This Assignment, together with the Asset Purchase Agreement, state the entire understanding among the parties with respect to the subject matter hereof, and supersede all prior oral and written communications and agreements, and all contemporaneous oral communications and agreements, with respect to the subject matter hereof. No amendment or modification of this Assignment shall be effective unless in writing and signed by the party against whom enforcement is sought.

6. Governing Law. THIS ASSIGNMENT IS MADE UNDER, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED SOLELY THEREIN, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

7. Severability. If any provision of this Assignment is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.

8. Counterparts. This Assignment may be executed in any number of counterparts, including by facsimile or electronic delivery, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this Assignment to produce or account for more than one counterpart hereof.

9. Headings. Section and subsection headings in this Assignment are for convenience of reference only, do not constitute a part of this Assignment, and shall not affect its interpretation.

*{Signature page follows}*

IN WITNESS WHEREOF, this Assignment has been executed by the parties as of the date first written above.

ASSIGNOR:

SALESLOGIX, N.A. LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

INFOR (US), INC.

By: \_\_\_\_\_  
Name: Gregory M. Giangjordano  
Title: President

*{Intellectual Property Assignment (US)}*

IN WITNESS WHEREOF, this Assignment has been executed by the parties as of the date first written above.

ASSIGNOR

SALESLOGIX, N.A., LLC

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNEE:

INFOR (US), INC.

By: \_\_\_\_\_  
Name: Gregory M. Giangordano  
Title: President

*[Intellectual Property Assignment (US)]*

**Exhibit A**

**Trademarks**

Registered Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Trademark Status
SalesLogix, N.A., LLC	SALESLOGIX	United States of America	75058894	2155324	5-May-98	9	Registered

**Domain Names**

URL	Expiration
mysaleslogix.com	6/8/2016
mysaleslogix.net	12/18/2015
saleslogic.com	11/2/2015
saleslogix.com	2/15/2017
saleslogix.net	8/12/2015
saleslogixbar.com	5/19/2015
saleslogixcloud.com	11/2/2015
saleslogixmarketing.com	3/2/2015
saleslogixquickstart.com	10/22/2015
saleslogixsucks.com	11/26/2015
saleslogixtoday.com	2/3/2017
saleslogixxbar.com	4/30/2015
saleslogixxbar.net	4/30/2015
saleslogixxbar.org	4/30/2015
yourcrminside.com	5/19/2015
Crmthreads.com	4/6/2015



**Exhibit B**

**Patents**

<b>Title</b>	<b>Country</b>	<b>App Number</b>	<b>Status</b>	<b>Filing Date</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>Registered Owner</b>
APPARATUS AND METHOD FOR CREATING AND EXECUTING GRAPHICALLY DEPICTED COMMUNICATION	USA	08/908280	Granted	Aug-7-1997	5831611	Nov-3-1998	SalesLogix U.S.
DIRECTIONAL CONTROL OF DATA SYNCHRONIZATION	USA	61/914,271	Filed	Dec-10-2013	n/a	n/a	SalesLogix U.S.

**Exhibit C**

**Copyrights**

<b>Company</b>	<b>Title</b>	<b>Copyright #</b>	<b>Year</b>
SalesLogix US	Sage SalesLogix 7.5 Application Architect.	TX0006902708	2008
SalesLogix US	Sage SalesLogix 7.5 Synchronization Server.	TX0006902709	2008
SalesLogix US	Sage SalesLogix 7.5 Web Client.	TX0006902075	2008
SalesLogix US	Sage SalesLogix 7.5 Windows Client.	TX0006902654	2008