

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM481209

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	09/15/2017		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LogicBlox LLC		09/15/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Infor (US), Inc.		
<b>Street Address:</b>	641 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10011		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4576878	LOGIQL	
<b>Registration Number:</b>	3258479	LOGICBLOX	
<b>Registration Number:</b>	3312600	LOGICBLOX	
<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, Esquire		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>Address Line 2:</b>	One Logan Square, 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Zachary A. Aria		
<b>SIGNATURE:</b>	/Zachary A. Aria/		
<b>DATE SIGNED:</b>	07/10/2018		
<b>Total Attachments: 23</b>			
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# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"LOGICBLOX LLC", A DELAWARE LIMITED LIABILITY COMPANY, WITH AND INTO "INFOR (US), INC." UNDER THE NAME OF "INFOR (US), INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF SEPTEMBER, A.D. 2017, AT 4:48 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIFTEENTH DAY OF SEPTEMBER, A.D. 2017 AT 12:01 O`CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



  
Jeffrey W. Bullock, Secretary of State

3978744 8100M  
SR# 20176169365

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 203227828  
Date: 09-14-17

**TRADEMARK**  
**REEL: 006414 FRAME: 0934**

STATE OF DELAWARE  
CERTIFICATE OF MERGER OF

LOGICBLOX LLC,  
a Delaware limited liability company,

WITH AND INTO

INFOR (US), INC.,  
a Delaware corporation

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law (the "DGCL") and Title 6, Section 18-209 of the Delaware Limited Liability Company Act (the "Act"), the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of each constituent entity and its state of domicile are as follows:

<u>Name of Constituent Entity</u>	<u>State of Domicile</u>
LogicBlox LLC	Delaware
Infor (US), Inc.	Delaware

SECOND: An Agreement and Plan of Merger (the "Merger Agreement"), dated as of September 14, 2017, by and between LogicBlox LLC and Infor (US), Inc., has been approved, adopted, certified, executed and acknowledged by the surviving corporation pursuant to Title 8, Section 264(c) of the DGCL and by the merging limited liability company pursuant to Title 6, Section 18-209 of the Act.

THIRD: Infor (US), Inc., a Delaware corporation, shall be the surviving corporation in the merger. The name of the surviving corporation is Infor (US), Inc.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

FIFTH: An executed copy of the Merger Agreement is on file at the office of the surviving corporation at:

Infor (US), Inc.  
c/o Infor, Inc.  
641 Avenue of the Americas  
New York, NY 10011

SIXTH: A copy of the Merger Agreement will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporation or any member of the constituent limited liability company.

SEVENTH: The merger shall be effective on September 15, 2017, at 12:01 a.m. (EST).

\* \* \* \* \*

IN WITNESS WHEREOF, the surviving corporation has caused this Certificate of Merger to be signed by an authorized officer this 14<sup>th</sup> day of September, 2017.

INFOR (US), INC.,  
a Delaware corporation

By: /s/ Gregory M. Giangiardano  
Gregory M. Giangiardano  
President

## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of September 14, 2017, and to be effective as of September 15, 2017, at 12:01 a.m. (EST) (the "Merger Agreement"), by and between Infor (US), Inc., a Delaware corporation ("Infor"), and LogicBlox LLC, a Delaware limited liability company ("LogicBLox").

WITNESSETH:

WHEREAS, Infor (US), Inc. is a corporation duly organized and validly existing under and by virtue of the laws of the State of Delaware, having authorized capital stock consisting of 1,000 shares of Common Stock, par value \$0.01 per share ("Infor Common"), of which 1,000 shares of Infor Common are issued and outstanding;

WHEREAS, LogicBlox LLC is a limited liability company duly organized and validly existing under and by virtue of the laws of the State of Delaware, having 100% membership interest in LogicBlox issued and outstanding ("LogicBlox Interests");

WHEREAS, the Board of Directors of Infor (the "Infor Board"), the sole stockholder of Infor (the "Infor Stockholder"), the Board of Managers of LogicBlox (the "LogicBlox Board") and the sole member of LogicBlox (the "LogicBlox Member") deem it advisable that LogicBlox merge with and into Infor, upon the terms and subject to the conditions set forth herein and in accordance with the laws of the State of Delaware (the "Merger"), and that all of LogicBlox Interests issued and outstanding immediately prior to the Effective Time (as hereinafter defined) shall be cancelled upon consummation of the Merger as set forth herein; and

WHEREAS, the Infor Board, the Infor Stockholder, the LogicBlox Board and the LogicBlox Member have duly approved and adopted the provisions of this Merger Agreement as the agreement of merger required by Section 264(a) of the General Corporation Law of the State of Delaware (the "DGCL") and as the agreement of merger required by Section 18-209(b) of the Limited Liability Company Act of the State of Delaware (the "DLLCA").

NOW, THEREFORE, the parties hereto agree as follows:

### SECTION 1. Effect of the Merger; Manner and Basis of Converting and Canceling Membership Interest.

1.1 At the Effective Time, LogicBlox shall be merged with and into Infor, the separate existence of LogicBlox shall cease (except as may be continued by operation of law), and Infor shall continue as the surviving corporation, all with the effects provided by applicable law. Infor, in its capacity as the surviving corporation of the Merger, is hereinafter sometimes referred to as the "Surviving Corporation."

1.2 At the Effective Time, by virtue of the Merger and without any action by Infor, the Infor Stockholder, LogicBlox, the LogicBlox Member or any other person:

1.2.1 All of LogicBlox Interests issued and outstanding immediately prior to the Effective Time shall cease to exist, and the holder of LogicBlox Interests shall cease to have any rights with respect thereto.

1.2.2 Each share of Infor Common shall be the existing outstanding shares of capital stock of the Surviving Corporation.

1.3 At and after the Effective Time, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of both a public and private nature, and be subject to all the duties and liabilities, of LogicBlox; and all rights, privileges immunities and franchises of LogicBlox, and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest of or belonging to LogicBlox shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and title to any real estate, or any interest therein, vested in LogicBlox shall not revert or be in any way impaired by reason of the Merger; and the Surviving Corporation shall thereafter be responsible and liable for all liabilities and obligations of LogicBlox; and any claim existing or action or proceeding pending by or against LogicBlox may be prosecuted to judgment as if the Merger had not taken place or the Surviving Corporation may be substituted in its place. The authority of the officers of LogicBlox shall continue with respect to the due execution in the name of LogicBlox of tax returns, instruments of transfer or conveyance and other documents the execution of which is required or convenient to comply with any provision of the DGCL or DLLCA, any contract to which LogicBlox is or was a party or this Merger Agreement.

1.4 The name of the Surviving Corporation shall be "Infor (US), Inc."

#### SECTION 2. Effective Time.

2.1 Upon the fulfillment or waiver of the conditions specified in Section 5 hereof and provided that this Merger Agreement has not been terminated and abandoned pursuant to Section 6.2 hereof, Infor and LogicBlox shall cause a Certificate of Merger to be executed, acknowledged and filed with the Secretary of State of the State of Delaware, all as provided for in and in accordance with Section 264(c) of the DGCL and Section 18-209(c) of the DLLCA.

2.2 The Merger shall become effective at the time and date as provided under DGCL and DLLCA (the "Effective Time").

#### SECTION 3. Additional Agreements.

3.1 Each of the parties hereto shall (subject to any qualifications specified in this Section 3, the conditions specified in Section 5 and the fiduciary obligations of the Infor Board and the LogicBlox Board) diligently use their respective best efforts to cause the Merger to be consummated and to be consummated at the earliest practicable date. Such best efforts shall include the vigorous defense of any suit or proceeding instituted against it in connection with the transactions contemplated by this Merger Agreement.

3.2 Infor shall submit this Merger Agreement and the Merger to the Infor Stockholder for adoption and approval and shall use its best efforts to solicit from the Infor Stockholder a vote in favor of such adoption and approval and shall take all other action necessary or helpful to secure a vote of the Infor Stockholder in favor of the Merger.

3.3 LogicBlox shall submit this Merger Agreement and the Merger to the LogicBlox Member for adoption and approval and shall use its best efforts to solicit from the LogicBlox Member a vote in favor of such adoption and approval and shall take all other action necessary or helpful to secure a vote of the LogicBlox Member in favor of the Merger.



3.4 Each party hereto shall give prompt notice to the other parties hereto of the occurrence or failure to occur of any event, which occurrence or failure would cause or would be likely to cause a condition to the obligation of another party hereto to effect the Merger not to be satisfied.

SECTION 4. Certificate of Incorporation and By-laws; Board of Directors.

4.1 The Certificate of Incorporation of Infor as in effect at the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation until so amended in accordance with its Certificate of Incorporation and By-laws.

4.2 The By-laws of Infor as in effect at the Effective Time shall govern the Surviving Corporation until so amended in accordance with its Certificate of Incorporation and By-laws.

4.3 The members of the Board of Directors and the officers of Infor holding office immediately prior to the Effective Time shall be the members of the Board of Directors and the officers (holding the same positions as they held with Infor immediately prior to the Effective Time) of the Surviving Corporation and shall hold such offices until the expiration of their current terms, or until their earlier death, resignation or removal.

SECTION 5. Conditions.

5.1 The respective obligations of Infor and LogicBlox to consummate the Merger under this Merger Agreement is subject to the fulfillment of the following conditions:

(a) This Merger Agreement and the Merger shall have been approved and adopted by the Infor Stockholder and by the LogicBlox Member;

(b) There shall have been no law, statute, rule or regulation, domestic or foreign, enacted or promulgated which would make consummation of the Merger illegal and no such law, statute, rule or regulation shall be in effect; and

(c) No preliminary or permanent injunction or other order by any federal or state court of competent jurisdiction that makes illegal or otherwise prevents the consummation of the Merger shall be in effect.

SECTION 6. Amendment and Termination.

6.1 Infor and LogicBlox, by mutual consent of the Infor Board and the LogicBlox Board, as applicable, may amend, modify or supplement this Merger Agreement in such manner as may be agreed upon by them in writing.

6.2 This Merger Agreement may be terminated and the Merger may be abandoned for any reason by a resolution adopted by the Infor Board or the LogicBlox Board at any time prior to the Effective Time. In the event of the termination of this Merger Agreement as provided herein, this Merger Agreement shall forthwith become void and there shall be no liability hereunder on the part of Infor, LogicBlox or their respective officers, directors, members and managers, except liability for intentional breach or misrepresentation or common law fraud.

SECTION 7. Service of Process.

7.1 The Surviving Corporation hereby agrees that it may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of LogicBlox and hereby irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such proceeding.

7.2 A copy of any service of process received in connection with Section 7.1 above should be mailed to:

Infor (US), Inc.  
c/o Infor, Inc.  
641 Avenue of the Americas  
New York, NY 10011  
Attention: General Counsel

SECTION 8. Miscellaneous.

8.1 This Merger Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

8.2 The internal law, not the law of conflicts, of the State of Delaware will govern all questions concerning the construction, validity and interpretation of this Merger Agreement.

8.3 This Merger Agreement is not intended to confer upon any person (other than the parties hereto and their respective successors and assigns) any rights or remedies hereunder or by reason hereof.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Merger Agreement to be signed by their respective, duly authorized officers as of the day and year first above-written.

INFOR:

INFOR (US), INC.,  
a Delaware corporation

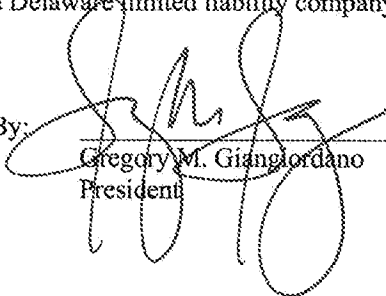
By: \_\_\_\_\_

  
Gregory M. Giangliordano  
President

LOGICBLOX:

LOGICBLOX LLC,  
a Delaware limited liability company

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

  
Gregory M. Giangliordano  
President

**LOGICBLOX LLC**

**CONSENT IN LIEU OF A  
SPECIAL MEETING OF THE BOARD OF MANAGERS**

The undersigned, being the sole member of the Board of Managers of LogicBlox LLC, a Delaware limited liability company (the "Company"), in lieu of holding a special meeting of the Board of Managers of the Company (the "Board"), hereby takes the following actions and adopts the following resolutions by written consent, dated as of September 14, 2017, pursuant to Section 18-404(d) of the Limited Liability Company Act of the State of Delaware:

**1. AGREEMENT AND PLAN OF MERGER WITH AND INTO INFOR (US), INC.**

WHEREAS, the Board has been presented with that certain Agreement and Plan of Merger (the "Merger Agreement"), by and between Infor (US), Inc. ("Infor") and the Company, pursuant to which the Company will merge with and into Infor (the "Merger"), with Infor becoming the surviving corporation after the Merger.

WHEREAS, the Board deems it advisable and in the best interests of the Company to approve the Merger, the Merger Agreement and the other transactions contemplated thereby.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby determines that the Merger, the Merger Agreement, the other agreements contemplated thereby and the transactions contemplated thereby are advisable, fair to, and in the best interests of the Company;

FURTHER RESOLVED, that the form, terms and provisions of the Merger Agreement, substantially in the form reviewed by the undersigned and attached hereto as Exhibit A, and the Company's performance of its obligations under the Merger Agreement be, and they hereby are, in all respects, approved;

FURTHER RESOLVED, that the Board hereby directs that the Merger Agreement be submitted to the sole member of the Company (the "Member") and recommends that the Member adopts the Merger Agreement;

FURTHER RESOLVED, that any of the President, the Chief Executive Officer, any Vice President, the Treasurer, the Secretary and any other officer of the Company duly appointed by the Board (collectively referred to herein as the "Authorized Officers") be, and each of them hereby is, authorized and empowered to execute and deliver the Merger Agreement, in the name and on behalf of the Company, substantially in the form approved, with such changes therein and modifications or amendments thereto as any of the Authorized Officers may in their sole discretion approve, which approval shall be conclusively evidenced by their execution thereof; and

FURTHER RESOLVED, that any of the Authorized Officers be, and each of them hereby is, authorized and empowered to take all such further actions including, without limitation, to arrange for and enter into supplemental agreements, instruments, certificates or documents relating to the transactions contemplated by the Merger Agreement and to execute and deliver all such supplemental agreements, instruments, certificates or documents, in the name and on behalf of the Company, which shall in such Authorized Officer's sole discretion be deemed necessary, proper or advisable in order to perform the Company's obligations under or in connection with the Merger Agreement and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions.

**2. GENERAL AND ANCILLARY AGREEMENTS**

RESOLVED, that, in order to fully carry out the intent and effectuate the purposes of the foregoing resolutions, any of the Authorized Officers be, and each of them hereby is, authorized to take all such further actions, and to execute and deliver all such further agreements, instruments, documents or certificates (the "Ancillary Agreements"), in the name and on behalf of the Company, and to pay all such fees and expenses, which shall in their judgment be necessary, proper or advisable and to perform all of the obligations of the Company in connection with or pursuant to the Ancillary Agreements.

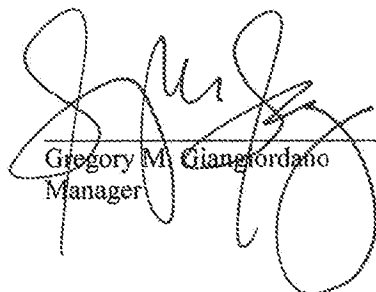
**3. RATIFICATION OF PAST ACTIONS**

RESOLVED, that the authority and power given hereunder be deemed retroactive and any and all acts authorized hereunder performed by any Authorized Officer prior to the passage of these resolutions be, and they hereby are, ratified, confirmed and approved in all respects.

The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Board, duly called and constituted, pursuant to the Limited Liability Company Agreement of the Company and the Limited Liability Company Act of the State of Delaware.

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned, being the sole member of the Board of Managers of the Company, does hereby consent to the foregoing resolutions as of the date first above-written.



Gregory M. Giangordano  
Manager

Exhibit A

Form of Agreement and Plan of Merger

**LOGICBLOX LLC**

**CONSENT IN LIEU OF A  
SPECIAL MEETING OF THE MEMBER**

The undersigned, being the sole member of LogicBlox LLC, a Delaware limited liability company (the "Company"), in lieu of holding a special meeting of the sole member of the Company (the "Member"), hereby takes the following actions and adopts the following resolutions by written consent, dated as of September 14, 2017, pursuant to Section 18-302(d) of the Limited Liability Company Act of the State of Delaware:

**1. AGREEMENT AND PLAN OF MERGER WITH AND INTO INFOR (US), INC.**

WHEREAS, the Board of Managers of the Company (the "Board") has presented to the Member that certain Agreement and Plan of Merger (the "Merger Agreement"), by and between Infor (US), Inc. ("Infor") and the Company, pursuant to which the Company will merge with and into Infor (the "Merger"), with Infor becoming the surviving corporation after the Merger.

WHEREAS, the Member deems it advisable and in the best interests of the Company to approve the Merger, the Merger Agreement and the transactions contemplated thereby.

NOW, THEREFORE, BE IT RESOLVED, that the Member hereby determines that the Merger, the Merger Agreement, the other agreements contemplated thereby and the transactions contemplated thereby, as recommended by the Board, are fair to and in the best interests of the Company; and

FURTHER RESOLVED, that the terms and provisions of the Merger Agreement, a copy of which has been reviewed by the undersigned and is attached hereto as Exhibit A, be, and they hereby are, in all respects, approved.

The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Member, duly called and constituted, pursuant to the Liability Company Agreement of the Company and the Limited Liability Company Act of the State of Delaware.

\* \* \* \* \*



IN WITNESS WHEREOF, the undersigned, being the Member of the Company, does hereby consent to the foregoing resolutions as of the date first above-written.

INFOR RETAIL HOLDINGS, INC.,  
a Delaware corporation,  
as the Member

By:

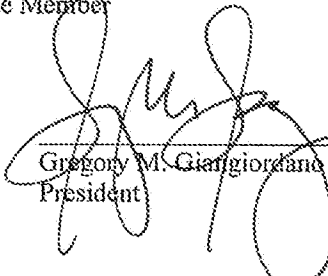
  
\_\_\_\_\_  
Gregory M. Giangliordano  
President

Exhibit A

Agreement and Plan of Merger

**INFOR (US), INC.**

**CONSENT IN LIEU OF A  
SPECIAL MEETING OF THE BOARD OF DIRECTORS**

The undersigned, being the sole member of the Board of Directors of Infor (US), Inc., a Delaware corporation (the "Corporation"), in lieu of holding a special meeting of the Board of Directors of the Corporation (the "Board"), hereby takes the following actions and adopts the following resolutions by written consent, dated as of September 14, 2017, pursuant to Section 141(f) of the General Corporation Law of the State of Delaware:

**1. AGREEMENT AND PLAN OF MERGER WITH LOGICBLOX LLC**

WHEREAS, the Board has been presented with that certain Agreement and Plan of Merger (the "Merger Agreement"), by and between LogicBlox LLC ("LogicBlox") and the Corporation, pursuant to which LogicBlox will merge with and into the Corporation (the "Merger"), with the Corporation becoming the surviving corporation after the Merger.

WHEREAS, the Board deems it advisable and in the best interests of the Corporation to approve the Merger, the Merger Agreement and the other transactions contemplated thereby.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby determines that the Merger, the Merger Agreement, the other agreements contemplated thereby and the transactions contemplated thereby are advisable, fair to, and in the best interests of the Corporation;

FURTHER RESOLVED, that the form, terms and provisions of the Merger Agreement, substantially in the form reviewed by the undersigned and attached hereto as Exhibit A, and the Corporation's performance of its obligations under the Merger Agreement be, and they hereby are, in all respects, approved;

FURTHER RESOLVED, that the Board hereby directs that the Merger Agreement be submitted to the sole stockholder of the Corporation (the "Stockholder") and recommends that the Stockholder adopts the Merger Agreement;

FURTHER RESOLVED, that any of the President, the Chief Executive Officer, any Vice President, the Treasurer, the Secretary and any other officer of the Corporation duly appointed by the Board (collectively referred to herein as the "Authorized Officers") be, and each of them hereby is, authorized and empowered to execute and deliver the Merger Agreement, in the name and on behalf of the Corporation, under its corporate seal or otherwise, substantially in the form approved, with such changes therein and modifications or amendments thereto as any of the Authorized Officers may in their sole

discretion approve, which approval shall be conclusively evidenced by their execution thereof; and

FURTHER RESOLVED, that any of the Authorized Officers be, and each of them hereby is, authorized and empowered to take all such further actions including, without limitation, to arrange for and enter into supplemental agreements, instruments, certificates or documents relating to the transactions contemplated by the Merger Agreement and to execute and deliver all such supplemental agreements, instruments, certificates or documents, in the name and on behalf of the Corporation, which shall in such Authorized Officer's sole discretion be deemed necessary, proper or advisable in order to perform the Corporation's obligations under or in connection with the Merger Agreement and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions.

**2. GENERAL AND ANCILLARY AGREEMENTS**

RESOLVED, that, in order to fully carry out the intent and effectuate the purposes of the foregoing resolutions, any of the Authorized Officers be, and each of them hereby is, authorized to take all such further actions, and to execute and deliver all such further agreements, instruments, documents or certificates (the "Ancillary Agreements"), in the name and on behalf of the Corporation, and under its corporate seal or otherwise, and to pay all such fees and expenses, which shall in their judgment be necessary, proper or advisable and to perform all of the obligations of the Corporation in connection with or pursuant to the Ancillary Agreements.

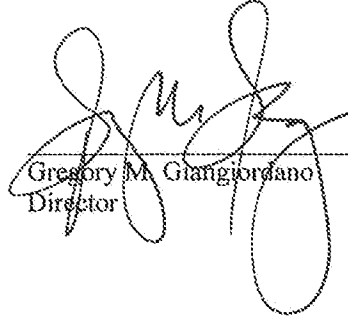
**3. RATIFICATION OF PAST ACTIONS**

RESOLVED, that the authority and power given hereunder be deemed retroactive and any and all acts authorized hereunder performed by any Authorized Officer prior to the passage of these resolutions be, and they hereby are, ratified, confirmed and approved in all respects.

The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Board, duly called and constituted, pursuant to the By-laws of the Corporation and the laws of the State of Delaware.

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned, being the sole member of the Board of Directors of the Corporation, does hereby consent to the foregoing resolutions as of the date first above-written.



Gregory M. Giangjordanano  
Director

Exhibit A

Form of Agreement and Plan of Merger

**INFOR (US), INC.**

**CONSENT IN LIEU OF A  
SPECIAL MEETING OF THE STOCKHOLDER**

The undersigned, being the sole stockholder of Infor (US), Inc., a Delaware corporation (the "Corporation"), in lieu of holding a special meeting of the sole stockholder of the Corporation (the "Stockholder"), hereby takes the following actions and adopts the following resolutions by written consent, dated as of September 14, 2017, pursuant to Section 228(a) of the General Corporation Law of the State of Delaware:

**1. AGREEMENT AND PLAN OF MERGER WITH LOGICBLOX LLC**

WHEREAS, the Board of Directors of the Corporation (the "Board") has presented to the Stockholder that certain Agreement and Plan of Merger (the "Merger Agreement"), by and between LogicBlox LLC ("LogicBlox") and the Corporation, pursuant to which LogicBlox will merge with and into the Corporation (the "Merger"), with the Corporation becoming the surviving corporation after the Merger.

WHEREAS, the Stockholder deems it advisable and in the best interests of the Corporation to approve the Merger, the Merger Agreement and the transactions contemplated thereby.

NOW, THEREFORE, BE IT RESOLVED, that the Stockholder hereby determines that the Merger, the Merger Agreement, the other agreements contemplated thereby and the transactions contemplated thereby, as recommended by the Board, are fair to and in the best interests of the Corporation; and

FURTHER RESOLVED, that the terms and provisions of the Merger Agreement, a copy of which has been reviewed by the undersigned and is attached hereto as Exhibit A, be, and they hereby are, in all respects, approved.

The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Stockholder, duly called and constituted, pursuant to the By-laws of the Corporation and the laws of the State of Delaware.

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned, being the Stockholder of the Corporation,  
does hereby consent to the foregoing resolutions as of the date first above-written.

INFOR, INC.,  
a Delaware corporation,  
as the Stockholder

By:

  
\_\_\_\_\_  
Gregory M. Giangjordano  
President



Exhibit A

Agreement and Plan of Merger