

Form PTO-1594
(Rev. 10/02)
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RECORDATION FORM COVER SHEET
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Agilysys S.C., Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 06/21/2004

2. Name and address of receiving party(ies)

Name: Emporos Systems Corporation

Internal

Address: _____

Street Address: 9009 Dartmouth Place

City: Charlotte State: NC Zip: 28202

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State North Carolina
- Other _____

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,472,786

Schedule A(v)

Additional number(s) attached Yes No

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

Name: Timothy J. Connors

Internal Address: _____

Calfee, Halter & Griswold LLP

Street Address: 1400 McDonald Investment Ctr.

800 Superior Avenue

City: Cleveland State: OH Zip: 44114-2688

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-0172

DO NOT USE THIS SPACE

9. Signature.

Timothy J. Connors

Name of Person Signing

Signature

June 23, 2004

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$40.00 030172 2472786

ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, in that certain Asset Purchase Agreement by and between Kyrus Corporation, now known as Agilysys S.C, Inc., a South Carolina corporation with offices at 3550 Rutherford Road, Taylors, South Carolina 29687 ("Assignor") and Emporos Systems Corporation, a North Carolina corporation with offices at 9009 Dartmour Place, Charlotte, North Carolina 28202 ("Assignee") effective as of December 31, 2001, Assignor sold to Assignee all of Assignor's right, title and interest in certain trademarks, copyrights and licenses identified below;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound:

Assignor hereby sells, assigns and transfers to Assignee, effective as of December 31, 2001, all of its worldwide right, title and interest in and to all of the following, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made:

(i) all United States and foreign copyrights in the Merchantsoft software (the "Software") and any manuals and other publications packaged with the Software and any brochures and other marketing collateral used in the sale of the Software and not in the sale of any other Kyrus products, and registrations thereof and applications therefor, including all renewals and extensions thereof;

(ii) United States trademark registration No. 2,472,786 for MERCHANTSOFT for "computer software for use in point of sale and retail management operations, namely, for performing electronic point of sale transactions, for transmitting secure customer financial information, and for relational database management in retail sales," and all common law trademark and service mark rights in the United States and foreign jurisdictions and multinational trademark authorities in the trademark MERCHANTSOFT in connection with the Software, and all goodwill associated with all of the foregoing throughout the world;

(iii) the right to sue for past infringement, misappropriation, or improper, unlawful or unfair use of any of the foregoing; and

(iv) the rights and obligation of Assignor under all licenses granted by Assignor in the Software and all licenses granted to Assignor for the use of the intellectual property of any third party in connection with the Software.

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ASSIGNOR

By: _____

Printed Name: _____

Title: _____

Robert T. Bailey

Robert T. Bailey

Executive Vice President

STATE OF OHIO :

: SS

COUNTY OF CUYAHOGA:

Subscribed and sworn to before me on June 21, 2004

[Signature]

Notary Public
COMMISSION DOES NOT EXPIRE
(ATTORNEY)

