

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM389382

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	06/08/2016

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE REYNOLDS AND REYNOLDS COMPANY		06/08/2016	Corporation: OHIO

## RECEIVING PARTY DATA

<b>Name:</b>	Reynolds and Reynolds Holdings, Inc.
<b>Street Address:</b>	One Reynolds Way
<b>City:</b>	Kettering
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45430
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1250934	EARLY BIRD NITE OWL
Registration Number:	1513376	ERA
Registration Number:	1745746	COLORFILE FILING SYSTEM REYNOLDS + REYNO
Registration Number:	1933244	LAW
Registration Number:	1993644	LAW
Registration Number:	2093925	ERA
Registration Number:	2151150	SOLD PACK
Registration Number:	2152747	TRADE PACK
Registration Number:	2202688	ERALINK
Registration Number:	2221898	

## CORRESPONDENCE DATA

Fax Number: 8328308958

*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.*

Phone: 2819743458

Email: wattner@al-ip.com

Correspondent Name: ADOLPH LOCKLAR

Address Line 1: 4615 S.W. Freeway, Suite 630

OP \$265.00 1250934

**Address Line 4:** HOUSTON, TEXAS 77027

**NAME OF SUBMITTER:** Kimberly Wattner

**SIGNATURE:** /Michael Locklar/

**DATE SIGNED:** 06/27/2016

**Total Attachments: 32**

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**CORRECTIVE AGREEMENT -  
NUNC PRO TUNC ASSIGNMENT**

**Execution date:** June 8 \_\_\_\_\_, 2016

This Corrective Agreement – Nunc Pro Tunc Assignment (this “Corrective Agreement”), is between The Reynolds and Reynolds Company (“Assignor”), an Ohio corporation, and Reynolds and Reynolds Holdings, Inc. (the “Delaware Assignee”). The parties agree as follows.

1. The parties intend by this Corrective Agreement to correct unintentional, clerical errors in two assignments (the “Erroneous Assignments”) of trademarks, trademark registrations, patents, copyrights and other properties. In each assignment, the assignee, Reynolds and Reynolds Holdings, Inc. (A) was properly identified by name but (b) was improperly and erroneously identified as a corporation of the State of Ohio. The assignee, Reynolds and Reynolds Holdings, Inc., is a corporation of the State of Delaware, and should have been so identified in the Erroneous Assignments. Full and complete copies of the Erroneous Assignments are included in Schedule B and Schedule C, with the errors noted and corrected. The recordation information for the Erroneous Assignments is as follows:

Schedule B    The January 20, 1998, Assignment of Intellectual Property between The Reynolds and Reynolds Company and Reynolds and Reynolds Holdings, Inc.

Recorded    April 29, 1998  
Reel         1724  
Frame        0513

Schedule C    The August 19, 1999, First Amendment to Assignment of Intellectual Property between The Reynolds and Reynolds Company and Reynolds and Reynolds Holdings, Inc.

Recorded    August 31, 1999  
Reel         1954  
Frame        0143

2. By this *nunc pro tunc* assignment, Assignor amends each of the Erroneous Assignments so that the correct assignee in each Erroneous Agreement is Reynolds and Reynolds Holdings, Inc., **a Delaware corporation** (“Delaware Assignee”). This Corrective Agreement is not intended to change the Erroneous Assignments in any other way except to correct the state of incorporation of the assignee in each agreement as Delaware. The sole effect and intent of this Corrective Agreement is to assign, *nunc pro tunc*, to Delaware Assignee all the property and rights assigned in each Erroneous Assignment, as of the effective date of each Erroneous Assignment.

2.1 In the Erroneous Assignment that is included as Schedule B, the January 20, 1998, Assignment of Intellectual Property between The Reynolds and Reynolds Company and Reynolds and Reynolds Holdings, Inc., the first paragraph is amended, *nunc pro tunc*, to read:

This Assignment is made and entered into as of January 20, 1998 by and between The Reynolds and Reynolds Company ("Reynolds"), an Ohio corporation, and Reynolds and Reynolds Holdings, Inc. ("Holdings"), ~~an Ohio Corporation, a Delaware corporation.~~

2.2 In the Erroneous Assignment that is included as Schedule C, the August 19, 1999 First Amendment to Assignment of Intellectual Property, the first paragraph is amended, *nunc pro tunc*, to read:

This First Amendment to Assignment of Intellectual Property is made and entered into by and between The Reynolds and Reynolds Company ("Reynolds"), an Ohio corporation, and Reynolds and Reynolds Holdings, Inc. ("Holdings"), ~~an Ohio Corporation, a Delaware corporation.~~

3. Because many of the properties assigned in Schedule B and Schedule C do not require recordation, Schedule A identifies the US trademark registrations that do require recordation. The effective date of each *nunc pro tunc* assignment of each trademark registration to be corrected by recordation is identified in Schedule A.

4. Assignor shall, from time to time, execute and deliver all agreements and other documents reasonably necessary to give effect to this Corrective Agreement.

5. This Corrective Agreement is binding on Assignor and its successors and assigns for the benefit of Delaware Assignee and its successors and assigns.

**THE REYNOLDS AND REYNOLDS  
COMPANY**

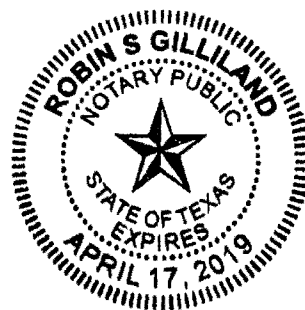
By: *Rm Malley*  
Print name: Robert M Malley  
Title: Vice-Chairman  
Date: June 8, 2016

**REYNOLDS AND REYNOLDS  
HOLDINGS, INC.**





By: *Rm Malley*  
Print name: Robert M Malley  
Title: President  
Date: June 8, 2016

On June 8, 2016, Robert M Malley, Vice-Chairman, of The Reynolds and Reynolds Company, and Robert M Malley, President, of Reynolds and Reynolds Holdings, Inc., acknowledged this Corrective Agreement – *Nunc Pro Tunc* Assignment before me.

*Rob S Dillman*  
Notary Public for the State of Texas  
My commission expires April 17, 2019



**SCHEDULE A**  
**Registrations to be Corrected and Erroneous Assignments**

<b>Our Matter</b>	<b>Reg. No.</b>	<b>Mark</b>	<b>Erroneous Assignment</b>	<b>Effective Date of <i>nunc pro tunc</i> Assignment</b>
Reynolds.096001	1,250,934	EARLY BIRD NITE OWL 	Schedule B	1/20/1998
Reynolds.013001	1,513,376	ERA	Schedule B	1/20/1998
Reynolds.010001	1,745,746	COLORFILE FILING SYSTEM and design 	Schedule B	1/20/1998
Reynolds.017001	1,933,244	LAW logo 	Schedule B	1/20/1998
Reynolds.018001	1,993,644	LAW	Schedule B	1/20/1998
Reynolds.014001	2,093,925	ERA	Schedule B	1/20/1998
Reynolds.032001	2,151,150	SOLD PACK	Schedule B	1/20/1998
Reynolds.035001	2,152,747	TRADE PACK	Schedule B	1/20/1998
Reynolds.015001	2,202,688	ERALINK	Schedule B	1/20/1998
Reynolds.027001	2,221,898		Schedule C	8/19/1999

Schedule B

The January 20, 1998, Assignment of Intellectual Property  
between  
The Reynolds and Reynolds Company  
and  
Reynolds and Reynolds Holdings, Inc.

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment is made and entered into as of January 20, 1998 by and between The Reynolds and Reynolds Company ("Reynolds"), an Ohio corporation, and Reynolds and Reynolds Holdings, Inc. ("Holdings"), ~~an Ohio corporation,~~ a Delaware Corporation.

WHEREAS, Reynolds owns certain trademarks, service marks, trade names and trade dress including, but not limited to, the trademarks and service marks and Registrations and applications therefor identified on EXHIBIT A attached hereto (the "Marks");

WHEREAS, Reynolds owns certain copyrighted works including, but not limited to, the copyrighted works and Registrations and applications therefor identified on EXHIBIT B attached hereto (the "Works");

WHEREAS, Reynolds owns certain inventions including, but not limited to, the inventions and Patents and patent applications therefor identified on EXHIBIT C attached hereto (the "Inventions");

WHEREAS, Reynolds owns certain trade secrets, including, but not limited to, the customer list attached hereto as EXHIBIT D (the "Trade Secrets"); and

WHEREAS, Reynolds desires to assign to Holdings, and Holdings desires to acquire from Reynolds, the Marks, Works, Inventions and Trade Secrets, and Registrations, Patents and applications therefor, all on the terms and conditions set forth hereto.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Reynolds hereby assigns, transfers and conveys to Holdings the entire right, title and interest in the United States in and to (1) the Marks, together with the good will of the business symbolized by the Marks and the Registrations and applications therefor; (2) the Works and the Registrations and applications therefor; (3) the Inventions and the issued Patents and patent applications therefor; and (4) the Trade Secrets.

The rights granted herein include the right to bring suit or make any claim in Reynolds' name for prior or future infringement or misappropriation of rights in the Marks, Works, Inventions and/or Trade Secrets.

[The Trade Secrets assigned hereunder, including the customer list attached hereto as EXHIBIT D, constitute confidential business information. Should this Assignment Of Intellectual Property be shown or become available for viewing to anyone not obligated to maintain the secrecy of the Trade Secrets, EXHIBIT D shall be redacted, or provided under an appropriate protective order.]

THE REYNOLDS AND REYNOLDS COMPANY

By Dale L. Medford

Name Dale L. Medford

Title Vice President, Corporate Finance & CFO

Date 3-31-98



U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>INT'L CLASS</u>	<u>REG. DATE</u>
ARM	1583358	9	2/20/90
THE ARNOLD CORPORATION AND DESIGN	1312802	42	1/1/85
AUTO POST (STYLIZED)	642360	16	3/5/57
AUTOROM	2088711	9	8/19/97
BUFF-EYE-TONE & DESIGN	393735	16	3/3/42
CLEAN-PERF	1547295	16	7/11/89
COIN	1928875	9	10/24/95
COIN PROPHET SERIES SOFTWARE	1781184	9	7/13/93
COLORFILE FILING SYSTEM DESIGN	1745746	16, 20	1/12/93
COPY RIGHT	1361070	9	9/17/85
CUSTOMER TOUCH	2128431	35	1/13/98
DATAMERGE	1780840	16	7/6/93
DATAMERGE DESIGN	1770782	16	5/11/93
DATASEAL	1639041	16	3/26/91
DEALER IMAGE	1337373	42	5/21/85
DEALERNET	1915360	35	8/29/95
E-LINK	1950412	9	1/23/96
E-MERGE	2106118	9	10/21/97
EARLY BIRD NITE OWL & DESIGN	1250934	6, 16	9/13/83

**EXHIBIT A - Page 1**

TRADEMARK  
REEL: 1724 FRAME: 0518  
Schedule B - Page 4

**TRADEMARK**  
**REEL: 005823 FRAME: 0334**

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>INT'L CLASS</u>	<u>REG. DATE</u>
EFS	1976694	9	5/28/96
ELECTRONIC FORMS SYSTEMS	1501747	9	8/23/88
EMERGE	1794135	9	9/21/93
ERA	1513376	9	11/22/88
ERA	2093925	37, 41, 42	9/9/97
FAVORITE BOND	393363	37	2/10/42
F12001 (STYLIZED)	1959803	9	3/5/96
FIESTA	2062869	36	5/20/97
FISCAL INFORMATION INC. AND DESIGN	1330595	9	4/16/85
FORMDOMAIN	2128755	9	1/13/98
FORMFREEDOM	2062249	9	5/13/97
FORMS YOU CAN COUNT ON	1240291	16	5/31/83
THE FUTURE OF INFORMATION FLOW	1765362	35	4/13/93
GREEN-EYE-TONE & DESIGN	393736	16	3/3/42
INFORMER2000	1765361	35	4/13/93
INSIGHT (STYLIZED)	1033710	9, 42	2/17/76
INTEGRAGUARD	2008945	42	10/15/96
KOPY-LOC (STYL)	1201993	16	7/20/82
KREDO	1800032	9	10/19/93
KREDO (STYLIZED)	1800036	9	10/19/93

**EXHIBIT A - Page 2**

TRADEMARK  
REEL: 1724 FRAME: 0519  
Schedule B - Page 5

**TRADEMARK**  
**REEL: 005823 FRAME: 0335**

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>INT'L CLASS</u>	<u>REG. DATE</u>
LASER LOCATOR	2018467	37	11/19/96
LASER LOCATOR	1973520	28	5/7/96
LAW	1993644	16	8/13/96
LAW LOGO	1933244	16	11/7/95
LAW PRINTING AUTOMOTIVE PRODUCTS	2016853	16	11/19/96
LAW PRINTING COMPANY INCORPORATED	1810758	16	12/14/93
LAW PRINTING COMPANY INCORPORATED AND DESIGN	1810757	16	12/14/93
LOCATOR 2000	2028170	42	1/7/97
MEDPRINT+	2104073	35, 42	10/7/97
OAKLEAF	1211370	9	10/5/82
OAKLEAF DESIGN	1207970	9	9/14/82
ON THE RIGHT TRACK	1644617	36	5/14/91
ONE TOUCH	1499977	42	8/9/88
ONE TOUCH	1480577	9	3/15/88
ONE TOUCH	1425596	9	1/20/87
ONE TOUCH 1 (STYLIZED)	1501692	42	8/23/88
ONE TOUCH 1 (STYLIZED)	1481448	9	3/22/88
OUR COMMITMENT COMES IN MANY FORMS	1679665	39	3/17/92

**EXHIBIT A - Page 3**

TRADEMARK

REEL: 1724 FRAME: 0520

Schedule B - Page 6

TRADEMARK

REEL: 005823 FRAME: 0336

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>INT'L CLASS</u>	<u>REG. DATE</u>
OUR COMMITMENT COMES IN MANY FORMS	1675032	16	2/11/92
PAR	1414772	9	10/28/86
PARTSVISION	1521637	9	1/24/89
PAYMATIC	1388304	16	4/1/86
PAYWRITE (STYL)	440705	16	9/21/48
PEG-WRITE (STYLIZED)	690555	16	12/29/59
PERFECTLY SIMPLE, YET SIMPLY PERFECT	2000258	16	9/10/96
POST RITE	1057607	16	2/1/77
POST-RITE (STYLIZED)	625417	16	4/17/56
PRIME	1389493	42	4/8/86
PROTECT-A-SEAT	1206829	12	8/31/82
REALIZE THE ADVANTAGE	2028708	35, 42	1/7/97
RECEIPT RITE	1043485	16	7/13/76
REYNOCO	252070	16	1/22/29
REYNOLDS+REYNOLDS	1300362	9, 16, 35, 37	10/16/84
REYSHARE AND DESIGN	2126974	36	1/6/98
RR LOGO	1202947	35, 37, 42	7/27/82
RR LOGO	1187618	16	1/26/82

EXHIBIT A - Page 4

TRADEMARK  
REEL: 1724 FRAME: 0521  
Schedule B - Page 7

TRADEMARK  
REEL: 005823 FRAME: 0337

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>INT'L CLASS</u>	<u>REG. DATE</u>
RR LOGO	1166294	9	8/25/81
SALESVISION	1904272	9	7/11/95
SANS-COPY	697830	16	5/17/60
SENTINEL SERIES	1650407	42	7/9/91
SERVICEVISION	1759103	9	3/16/93
SIMPLICITY SERIES	1773586	16	5/25/93
STARTA SYSTEM	1241169	16	6/7/83
SUPERSLIP	1250343	16	9/6/83
TC1000	1233412	9, 42	4/5/83
TELEDUN	1364302	9	10/8/85
TURNING INFORMATION INTO ADVANTAGE	1992476	16	8/13/96
TWISTED RIBBON DESIGN	2017007	35	11/19/96
UNISET	250810	16	12/18/28
VANIER GRAPHICS CORPORATION AND DESIGN	1171211	16	9/29/81
VANTAGE	1942767	42	12/19/95
VIM	1129850	9	1/29/80
VIM	970410	35	10/9/73
VIMNET (STYLIZED)	1264098	9, 37, 42	1/17/84
W (STYLIZED)	1242816	16	6/21/83
WARRANTY PRO	1553546	9	8/29/89

EXHIBIT A - Page 5

TRADEMARK  
REEL: 1724 FRAME: 0522  
Schedule B - Page 8

TRADEMARK  
REEL: 005823 FRAME: 0338

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>INT'L CLASS</u>	<u>REG. DATE</u>
WILMER	1208210	16	9/14/82
WILMER "SERVICE" LINE (STYL)	1217520	16	11/23/82
WILMER ONE-WRITE ORGANIZER	2065378	16	5/27/97
WILMER ONE-WRITE ORGANIZER PERFECTLY SIMPLE, YET SIMPLY PERFECT & DESIGN	2084257	16	7/29/97
WILMERSET	1248971	16	8/23/83

EXHIBIT A - Page 6

TRADEMARK  
REEL: 1724 FRAME: 0523  
Schedule B - Page 9

TRADEMARK  
REEL: 005823 FRAME: 0339

U.S. ACTUAL USE TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>INT'L CLASS</u>	<u>APP. DATE</u>
DIRECT DRIVE	75/111912	35	5/30/96
ELECTRONIC LIBRARY DESIGN	75/171012	9	9/24/96
ERALINK	75/310128	9, 37, 41	6/17/97
SALES VISION (STYLIZED)	75/141494	9, 35	7/29/96
SOLD PACK	74/711555	16	8/3/95
STATE OF THE ART TOOLS FOR STATE OF THE ART SERVICE	75/229001	35	1/21/97
TRADE PACK	74/711556	16	8/3/95
VENETIAN	75/246131	16, 20	2/24/97

EXHIBIT A - Page 7

TRADEMARK  
REEL: 1724 FRAME: 0524  
Schedule B - Page 10

TRADEMARK  
REEL: 005823 FRAME: 0340

U.S. COPYRIGHT REGISTRATIONS

<u>WORK</u>	<u>REGISTRATION NO.</u>	<u>REG. DATE</u>
9 PART COMBINATION DMV FORM #951	TXU 137997	8/9/83
ACUERDO DE FIANZA NO. 160SP (REV. 5/93)	TX 3663554	8/12/93
ACUERDO DE FIANZA NO. 164SP (REV. 5/93)	TX 3663553	8/12/93
AGREEMENT TO FURNISH INSURANCE POLICY #228	TXU 228374	12/24/85
AUTO DEALER JACKET #237	TXU 145241	9/19/83
AUTO DEALER JACKET #237	TXU 141764	8/9/83
COLORFILE FILING SYSTEM COMPLETE FILING SYSTEMS FOR AUTOMOBILE DEALERSHIPS	TX 3545577	5/11/93
COLORFILE FILING SYSTEM: "I THOUGHT WE HAD A GOOD FILING SYSTEM UNTIL..."	TX 3607636	5/11/93
COLORFILE FILING SYSTEM: "OUR CUSTOMERS REALLY NOTICE THE DIFFERENCE"	TX 3607635	5/11/93

EXHIBIT B - Page 1

TRADEMARK  
REEL: 1724 FRAME: 0525  
Schedule B - Page 11

TRADEMARK  
REEL: 005823 FRAME: 0341



<u>WORK</u>	<u>REGISTRATION NO.</u>	<u>REG. DATE</u>
COLORFILE FILING SYSTEM: "REYNOLDS AND REYNOLDS CAN HELP YOU KEEP TABS ON YOUR FILING SYSTEM..."	TX 3547487	5/11/93
COLORFILE TRAINING MANUAL	TX 3557631	5/11/93
COLORFILE TRAINING SCENARIO	TX 3547375	5/11/93
COLORFILE VIDEO: "BENEFITS OF THE COLORFILE FILING SYSTEM"	TX 3575626	5/11/93
COMEBACK CONTROL SYSTEM 880A, 880B, 880C, 880D, 880E, 880F	TX 2406337	9/29/88
CONTRATO Y ACUERDO DE VEHICULO AUTOMOTOR - VALOR F130 NO. CCC-101SP (REV. 1/93)	TX 3503209	2/15/93
CREDIT APPLICATION #750	TXU 163071	6/11/84
CREDIT APPLICATION NO. 750S (REV. 7/90)	TXU 521870	5/19/92
CREDIT APPLICATION NO. #750 NEVADA	TX 2707277	8/25/89
CUSTOM IMPERIAL OCR FORMS	A311804	12/27/91
THE DOCTOR'S GUIDE TO IN-HOUSE COMPUTERS	TX 917625	5/17/92

EXHIBIT B - Page 2

TRADEMARK  
REEL: 1724 FRAME: 0526  
Schedule B - Page 12

TRADEMARK  
REEL: 005823 FRAME: 0342

<u>WORK</u>	<u>REGISTRATION NO.</u>	<u>REG. DATE</u>
DUE BILL #412	TXU 245703	6/16/86
HOSPITAL FORMS AUDIT	A550634	7/19/74
IMPROVED SERVICE	A264842	8/6/71
INTERES PRE- COMPUTADO (AGREGADO) CONTRATO Y ACUERDO DE SEGURIDAD DE VEHICULO AUTOMOTOR FORM NO. 552SP (REV. 2/91)	TX 3503205	2/15/93
INTERES PRE- COMPUTING (AGREGADO) CONTRATO Y ACUERDO DE SEGURIDAD DE VEHICULO AUTOMOTOR NO. 554SP CALIF.	TX 3510167	12/30/92
INTERES SIMPLE CONTRATO Y ACUERDO DE SEGURIDAD DE VEHICULO AUTOMOTOR NO. 553SP CALIF. (REV. 1/93)	TX 3503206	2/15/93
INTERES PRE- COMPUTADO (AGREGADO) CONTRATO Y ACUERDO DE SEGURIDAD DE VEHICULO AUTOMOTOR 552SP CALIF. (REV. 1/93)	TX 3624678	8/23/93
LAW 553 (10/96)	TX 4446087	11/15/96
LAW 7002-97-FL	TX 4583796	6/13/97

**EXHIBIT B - Page 3**

TRADEMARK  
REEL: 1724 FRAME: 0527  
Schedule B - Page 13

**TRADEMARK**  
**REEL: 005823 FRAME: 0343**

<u>WORK</u>	<u>REGISTRATION NO.</u>	<u>REG. DATE</u>
LAW ADVANTAGE NORTH CAROLINA SIMPLE INTEREST CONTRACT	TX 4508694	11/15/96
LAW ADVANTAGE VIRGINIA SIMPLE INTEREST CONTRACT	TX 4438079	11/15/96
LIMITED WARRANTY #389	TXU 245704	6/16/86
MEDICAL ACCOUNTING SYSTEMS EVALUATING GUIDEBOOK	TX 917624	5/17/82
MOTOR VEHICLE CONTRACT AND AGREEMENT - FIXED VALUE NO. CCC-101 (REV. 6/93)	TX 3624681	8/23/93
MOTOR VEHICLE CONTRACT AND AGREEMENT - FIXED VALUE NO. CCC-101 (REV. 1/93)	TX 3514261	1/5/93
MOTOR VEHICLE CONTRACT AND SECURITY AGREEMENT #553	TXU 102817	8/13/82
MOTOR VEHICLE CONTRACT AND SECURITY AGREEMENT #554	TXU 271919	12/22/86
MOTOR VEHICLE CONTRACT AND SECURITY AGREEMENT - PORSCHE OPTIONS - SIMPLE INTEREST NO. PC-555CA (REV. 1/93)	TX 3514262	1/5/93

**EXHIBIT B - Page 4**

TRADEMARK  
REEL: 1724 FRAME: 0528  
Schedule B - Page 14

**TRADEMARK**  
**REEL: 005823 FRAME: 0344**

<u>WORK</u>	<u>REGISTRATION NO.</u>	<u>REG. DATE</u>
MOTOR VEHICLE CONTRACT AND SECURITY AGREEMENT - PORSCHE OPTIONS - SIMPLE INTEREST NO. PC-555 CA (REV. 6/93)	TX 3663557	8/12/93
MOTOR VEHICLE PURCHASE ORDER AND DISCLOSURES REQUIRED BY FEDERAL LAW #703	TXU 102818	8/13/82
MOTOR VEHICLE PURCHASE ORDER NO. 702 (1/89)	TX 2507206	1/30/89
MOTOR VEHICLE PURCHASE ORDER NO. 704 (1/89)	TX 2539261	1/30/89
MOTOR VEHICLE PURCHASE ORDER PRE-COMPUTED (ADD- ON) INTEREST NO. 702 CALIF. (REV. 1/93)	TX 3465472	1/13/93
MOTOR VEHICLE PURCHASE ORDER PRE-COMPUTED (ADD- ON) INTEREST NO. 702 CALIF. (REV. 1/91)	TX 3045175	12/27/90
MOTOR VEHICLE PURCHASE ORDER PRE-COMPUTED (ADD- ON) INTEREST NO. 704 CALIF. (REV. 1/91)	TX 3045174	12/27/90

EXHIBIT B - Page 5

TRADEMARK  
REEL: 1724 FRAME: 0529  
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TRADEMARK  
REEL: 005823 FRAME: 0345

<u>WORK</u>	<u>REGISTRATION NO.</u>	<u>REG. DATE</u>
MOTOR VEHICLE PURCHASE ORDER PRE-COMPUTED (ADD- ON) INTEREST NO. 774 CALIF. (REV. 1/93)	TX 3631536	8/23/93
MOTOR VEHICLE PURCHASE ORDER PRE-COMPUTER (ADD- ON) INTEREST NO. 704 CALIF. (REV. 1/93)	TX 3464758	12/4/92
MOTOR VEHICLE PURCHASE ORDER SIMPLE INTEREST NO. 703 CALIF. (REV. 1/91)	TX 3045176	12/27/90
MOTOR VEHICLE PURCHASE ORDER SIMPLE INTEREST NO. 703 CALIF. (REV. 1/93)	TX 3510166	12/30/92
MOTOR VEHICLE SALES CONTRACT AND SECURITY AGREEMENT #552	TXU 97160	2/9/82
MOTORCYCLE PURCHASE ORDER PRE-COMPUTED (ADD- ON) INTEREST NO. 669 CALIF. (REV. 1/93)	TX 3510165	12/30/92
NOTE AND FEDERAL DISCLOSURE STATEMENT TRIP. #971	TXU 87381	1/20/82

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TRADEMARK  
REEL: 1724 FRAME: 0530  
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TRADEMARK  
REEL: 005823 FRAME: 0346

<u>WORK</u>	<u>REGISTRATION NO.</u>	<u>REG. DATE</u>
NOTICE OF BAD CHECKS: NO. 428	TXU 271729	3/23/87
NOTICE OF SALE OR TRANSFER OF A VEHICLE AND ODOMETER MILEAGE STATEMENT; FORM NO. 951	A936632	9/30/77
NOTICE OF SALE OR TRANSFER OF A VEHICLE AND ODOMETER MILEAGE STATEMENT	TXU 145710	9/20/83
OPTION RECEIPT #189TXU 2396905/20/86		
ORDEN DE ADQUISICION DE VEHICULO AUTOMOTOR INTERES PRE- COMPUTADO (AGREDADO) NO. 702SP CALIF. (REV. 1/93)	TX 3503207	2/15/93
ORDEN DE ADQUISICION DE VEHICULO AUTOMOTOR INTERES SIMPLE NO. 703SP CALIF. (REV. 1/93)	TX 3503208	2/15/93
ORDEN DE ADQUISICION DE VEHICULO AUTOMOTOR INTERES PRE- COMPUTADO (AGREDADO) NO. 704-SP CALIF. (REV. 1/93)	TX 3510168	12/30/92

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TRADEMARK  
REEL: 1724 FRAME: 0531  
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TRADEMARK  
REEL: 005823 FRAME: 0347

<u>WORK</u>	<u>REGISTRATION NO.</u>	<u>REG. DATE</u>
OREGON 6 PART MOTOR VEHICLE SALES DOCUMENT #1925	TX 3010429	10/16/90
OREGON INSTALLMENT CONTRACT NO. 0-554 1989	TX 2673206	7/17/89
OREGON MOTOR VEHICLE PURCHASE ORDER 702 OREGON (2/92)	TXU 521871	5/19/92
OREGON SIMPLE INTEREST RETAIL INSTALLMENT CONTRACT CONSUMER PAPER NO. 553-OR (REV. 9/93)	TX 3665613	11/8/93
OREGON SIMPLE INTEREST RETAIL INSTALLMENT CONTRACT NO. 0-553 1989	TX 2673205	7/17/89
THE PATIENT- CENTERED SYSTEM OF CARE	TX 4442443	10/15/96
POORMAN-DOUGLAS CORPORATION LAB . SYSTEMS MANUAL	TX 2913632	10/31/94
POORMAN-DOUGLAS CORPORATION LAB/XRAY SUBSYSTEMS	TX 2892935	7/11/90
PRE-COMPUTED (ADD- ON) INTEREST VEHICLE CONTRACT AND SECURITY AGREEMENT: No. #554 NEVADA	TX 2707278	8/25/89

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TRADEMARK  
REEL: 1724 FRAME: 0532  
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TRADEMARK  
REEL: 005823 FRAME: 0348

<u>WORK</u>	<u>REGISTRATION NO.</u>	<u>REG. DATE</u>
PRE-COMPUTED (ADD- ON) INTEREST MOTOR VEHICLE CONTRACT AND SECURITY AGREEMENT NO. 552 (1/89)	TX 2516375	12/12/88
PRE-COMPUTED (ADD- ON) INTEREST MOTOR VEHICLE CONTRACT AND SECURITY AGREEMENT NO. 552 CALIF. (REV. 1/93)	TX 3477353	12/8/92
PRE-COMPUTED (ADD- ON) INTEREST MOTOR VEHICLE CONTRACT AND SECURITY AGREEMENT NO. 552 CALIF. (REV. 2/91)	TX 3069271	4/15/91
PRE-COMPUTED (ADD- ON) INTEREST MOTOR VEHICLE CONTRACT AND SECURITY AGREEMENT NO. 552U CALIF. (REV. 1/93)	TX 3503203	2/15/93
PRE-COMPUTED (ADD- ON) INTEREST MOTOR VEHICLE CONTRACT AND SECURITY AGREEMENT NO. 554 (1/89)	TX 2601672	1/30/89
PRE-COMPUTED (ADD- ON) INTEREST MOTOR VEHICLE CONTRACT AND SECURITY AGREEMENT NO. 554 (REV. 1/93)	TX 3464759	12/4/92

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TRADEMARK  
REEL: 1724 FRAME: 0533  
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TRADEMARK  
REEL: 005823 FRAME: 0349



<u>WORK</u>	<u>REGISTRATION NO.</u>	<u>REG. DATE</u>
PRE-COMPUTED (ADD-ON) INTEREST MOTOR VEHICLE CONTRACT AND SECURITY AGREEMENT NO. 554 CALIF. (REV. 2/91)	TX 3069273	4/15/91
PRE-COMPUTED (ADD-ON) INTEREST MOTOR VEHICLE CONTRACT AND SECURITY AGREEMENT NO. 554U CALIF. (REV. 1/93)	TX 3534996	2/15/93
R.S.V.P. (REYNOLDS SOURCE FOR VENDOR PRODUCTS) 1997 UPDATE	TXU 816309	8/14/97
R.S.V.P. (REYNOLDS SOURCE FOR VENDOR PRODUCTS) FEBRUARY 96 UPDATE	TXU 742574	4/26/96
R.S.V.P. (REYNOLDS SOURCE FOR VENDOR PRODUCTS) VERSION 1994	TXU 697635	10/24/94
THE REYNOLDS SOLUTION - THE R/2000	TX 4456161	10/15/96
SECURITY AGREEMENT MEMORANDUM OF ADD-ON SALE NO. 3635 (REV. 5/93)	TX 3663555	8/12/93
SECURITY AGREEMENT NO. 160 CALIF. (REV. 5/93)	TX 3624682	8/23/93
SECURITY AGREEMENT NO. 164S CALIF. (REV. 5/93)	TX3663556	8/12/93

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TRADEMARK  
REEL: 005823 FRAME: 0350

<u>WORK</u>	<u>REGISTRATION NO.</u>	<u>REG. DATE</u>
SECURITY AGREEMENT TRIP. #970	TXU 87380	1/20/82
SIMPLE INTEREST - MOTOR VEHICLE CONTRACT AND SECURITY AGREEMENT NO. 553U CALIF. (REV. 1/93)	TX 3503204	2/15/93
SIMPLE INTEREST VEHICLE CONTRACT AND SECURITY AGREEMENT NO. 553 NEVADA	TX 2707276	8/25/89
SIMPLE INTEREST - MOTOR VEHICLE CONTRACT AND SECURITY AGREEMENT NO. 553 CALIF. (REV. 1/93)	TX 3477463	12/8/92
SIMPLE INTEREST - MOTOR VEHICLE CONTRACT AND SECURITY AGREEMENT NO. 553 CALIF. (REV. 2/91)	TX 3069272	4/15/91
STARBURST WINDSHIELD STICKER #620	TX 2993680	9/27/90
WASHINGTON RETAIL INSTALLMENT CONTRACT NO. W-554 1989	TX 2673207	7/17/89
WASHINGTON SIMPLE INTEREST RETAIL INSTALLMENT CONTRACT NO. W-553 1989	TX 2673204	7/17/89

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TRADEMARK  
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WORK

REGISTRATION NO.

REG. DATE

YOUR INFORMATION  
MANAGEMENT  
STRATEGY

TX 4522823

10/15/96

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TRADEMARK

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**TRADEMARK**

**REEL: 005823 FRAME: 0352**

U.S. COPYRIGHT APPLICATIONS

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>STATUS</u>
BOB'S FORM #501 AS-IS PURCHASE ORDER (VERSION 1/95)	----	PENDING
BOB'S FORM #502 PURCHASE ORDER (VERSION 1/95)	----	PENDING
BOB'S FORM #SA-10 PRE-COMPUTED CONTRACT (VERSION 1995)	----	PENDING
BOB'S FORM #SA-11 PRE-COMPUTED CONTRACT (VERSION 1995)	----	PENDING
BOB'S FORM #SA-12 SIMPLE INTEREST CONTRACT (VERSION 1995)	----	PENDING
BOB'S FORM #SAIZN NEVADA SIMPLE INTEREST CONTRACT (VERSION 1995)	----	PENDING
LAW 7001-97-FL	----	PENDING
LAW VIRGINIA - SOLD	----	PENDING
LAW VIRGINIA - TRADE	----	PENDING

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TRADEMARK  
REEL: 005823 FRAME: 0353

U.S. PATENTS

<u>INVENTION</u>	<u>PATENT NO.</u>	<u>ISSUED</u>
BUSINESS FORM	Des. 342,967	1/4/94
ALPHANUMERIC COLOR-CODED FILING METHOD AND SYSTEM	5,197,764	3/30/93
BUSINESS FORM WITH ADHESIVE FOR WINDOW MOUNTING	5,597,635	1/28/97
BUSINESS FORM	Des. 375,374	10/29/96
BUSINESS FORM	Des. 375,122	10/29/96
BUSINESS FORM	Des. 376,386	12/10/95
BUSINESS FORM	Des. 376,816	12/24/96
BUSINESS FORM	Des. 382,896	8/26/97

EXHIBIT C

TRADEMARK

REEL: 1724 FRAME: 0538

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TRADEMARK

REEL: 005823 FRAME: 0354

**TRADE SECRETS**

Automotive Systems Division Customer List  
Business Systems Division Customer List  
Healthcare Division Customer List

ACTUAL CUSTOMER LISTS REDACTED

**EXHIBIT D**

**TRADEMARK**

**REEL: 1724 FRAME: 0539**

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**TRADEMARK**

**REEL: 005823 FRAME: 0355**

**ROYALTIES**

- (a) From the Effective Date hereof, Reynolds shall pay to Holdings an initial royalty fee of one and one half percent (1.5%) of Reynolds' Net Sales.
- (b) "Net Sales" shall mean gross new sales at list less sales returns, sales discounts and sales allowances, as reflected in the divisional monthly operating statements.
- (c) The royalty fees shall be paid to Holdings monthly, based on Holdings' fiscal year. Each quarterly payment shall be due within forty five (45) days following the date of billing by Holdings to Reynolds.
- (d) The subject royalty rate will be adjusted retroactively upon the completion of the market rate study being conducted by Deloitte & Touche at which time Reynolds and Holdings will agree upon a new royalty rate.

**EXHIBIT E**

Schedule C

The August 19, 1999, First Amendment to Assignment of Intellectual Property  
between  
The Reynolds and Reynolds Company  
and  
Reynolds and Reynolds Holdings, Inc.



FIRST AMENDMENT TO ASSIGNMENT OF INTELLECTUAL PROPERTY

This First Amendment To Assignment Of Intellectual Property is made and entered into by and between The Reynolds and Reynolds Company ("Reynolds"), an Ohio corporation, and Reynolds and Reynolds Holdings, Inc. ("Holdings"), ~~an Ohio corporation~~  
a Delaware corporation.

WHEREAS, Reynolds and Holdings entered into an Assignment Of Intellectual Property effective January 20, 1998 whereby Reynolds assigned to Holdings all right, title and interest in and to its trademarks, service marks, trade names, trade dress, copyrighted works and inventions;

WHEREAS, the parties wish to amend said Assignment Of Intellectual Property to include the trademarks and service marks and Registrations and applications therefor identified on EXHIBIT A-1 attached hereto (the "Marks");

WHEREAS, the parties wish to amend said Assignment Of Intellectual Property to include the copyrighted works and Registrations therefor identified on EXHIBIT B-1 attached hereto (the "Works"); and

WHEREAS, Reynolds owns and desires to assign to Holdings, and Holdings desires to acquire from Reynolds, the Marks and the Works, and Registrations and applications therefor, all on the terms and conditions set forth hereto.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Reynolds hereby assigns, transfers and conveys to Holdings the entire right, title and interest in the United States in and to (1) the Marks, together with the good will of the business symbolized by the Marks and the Registrations and applications therefor; and (2) the Works and Registrations therefor.

The rights granted herein include the right to bring suit or make any claim in Reynolds' name for prior or future infringement or misappropriation of rights in the Marks and the Works.

THE REYNOLDS AND REYNOLDS COMPANY

By Elizabeth H. Blattner  
Name ELIZABETH H. BLATTNER  
Title ASSISTANT SECRETARY  
Date 8/19/99

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>INT'L CLASS</u>
LETTERONE	2,215,316	9, 16 and 42
"RR Design"	2,221,898	9, 16, 35 and 42
SALESVISION	2,226,396	9 and 35
EMPLOYEES FOR LIFE	2,249,908	35

U.S. INTENT TO USE TRADEMARK APPLICATION  
(STATEMENT OF USE FILED)

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>INT'L CLASS</u>
"Reynolds Advantage Network Design"	75/326,950	16, 35 and 40

EXHIBIT A-1