

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Activant Solutions Inc.		05/16/2011	CORPORATION: DELAWARE
Eagle Parent, Inc.		05/16/2011	CORPORATION: DELAWARE
EGL Holdco, Inc.		05/16/2011	CORPORATION: DELAWARE
Epicor Software Corporation		05/16/2011	CORPORATION: DELAWARE
Activant Group Inc.		05/16/2011	CORPORATION: DELAWARE
Activant International Holdings, Inc.		05/16/2011	CORPORATION: DELAWARE
HM COOP, LLC		05/16/2011	LIMITED LIABILITY COMPANY: DELAWARE
SPECTRUM Human Resource Systems Corporation		05/16/2011	CORPORATION: COLORADO
CRS Retail Systems, Inc.		05/16/2011	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Collateral Agent
Street Address:	Royal Bank Plaza, South Tower
Internal Address:	200 Bay Street, P.O. Box 50, 12th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	Canadian Bank: CANADA

PROPERTY NUMBERS Total: 90

Property Type	Number	Word Mark
Registration Number:	2769663	ACONNEX
Registration Number:	3006473	ACTIVANT
Registration Number:	3006497	ACTIVANT
Registration Number:	3131252	ACTIVANT ACTIVE UPDATES
Registration Number:	3721836	ACTIVANT CATALYST

900192314

**TRADEMARK
 REEL: 004544 FRAME: 0062**

OP \$2265.00 2769663

Registration Number:	3303658	ACTIVANT COVER-TO-COVER
Registration Number:	3070189	ACTIVANT EAGLE
Registration Number:	3070502	ACTIVANT FALCON
Registration Number:	3054017	ACTIVANT INET
Registration Number:	3606633	ACTIVANT OE CARRY-FORWARD
Registration Number:	3406453	ACTIVANT SOLUTIONS
Registration Number:	3173861	ACTIVANT TSW
Registration Number:	3603103	ACTIVANT VISION
Registration Number:	3586943	ACTIVANT VISION
Registration Number:	2197219	A-DIS
Registration Number:	1884657	ADVANCED DISTRIBUTION SYSTEM
Registration Number:	2743068	AFTERMARKET CONNEX
Registration Number:	2815717	AMXW
Registration Number:	3505839	AUCTIONEXPERT
Registration Number:	2553867	BARCODEEXPERT
Registration Number:	2952624	BUYERASSIST
Registration Number:	2881559	DBMOTION
Registration Number:	1592376	DEPOT EXPRESS
Registration Number:	3393982	EAGLE
Registration Number:	2113402	ENTERPRISE
Registration Number:	3151953	EPARTEXPERT
Registration Number:	3122785	EPARTINSIGHT
Registration Number:	1944611	ESPERANT
Registration Number:	2558429	FASPAC
Registration Number:	1620928	FASTSTART
Registration Number:	2097248	INTERCHANGE
Serial Number:	85219183	ITEMEXPERT
Registration Number:	2197385	J-CON
Registration Number:	2686012	LABOREXPERT
Registration Number:	1608080	LASERCAT
Registration Number:	1902426	LASERCAT
Registration Number:	1634790	LASERCAT
Registration Number:	1658855	LASERGUIDE
Registration Number:	2339121	PARTEXPERT
Registration Number:	1542066	PROFESSIONAL ESTIMATING

	2247555	PROPHET 21
Registration Number:	3606515	REAL SOLUTIONS. REAL RESULTS.
Registration Number:	2714216	SAGRO
Registration Number:	2032042	SERVICEEXPERT
Registration Number:	3377430	SHOPCAT
Registration Number:	2578891	SPEEDWARE
Registration Number:	1916017	SPEEDWARE
Registration Number:	2421503	SPEEDWARE AUTOBAHN II
Registration Number:	1616548	TELEPART
Registration Number:	1616714	TELEPART
Registration Number:	1346698	TELEPRICING
Registration Number:	1921567	THE PAPERLESS WAREHOUSE
Registration Number:	2940180	TRADESOURCE
Registration Number:	1734426	TRIAD
Registration Number:	1666687	TRIAD
Registration Number:	1720783	TRIAD
Registration Number:	2018052	VISTA
Registration Number:	2987520	WDSREMOTE
Registration Number:	1588865	SCANSTART
Registration Number:	1599355	SCANSTART 088368226074
Registration Number:	1591313	TRI-CARE
Registration Number:	1566844	ZAPSTART
Registration Number:	1371037	APROPOS
Registration Number:	1970981	APROPOS
Registration Number:	3026892	DATA NINJA
Registration Number:	2919119	POSX
Registration Number:	3481063	CRS RETAILSTORE
Registration Number:	2056723	ACCOUNT TRACKER
Registration Number:	2419475	AVANTE
Registration Number:	1766594	CLIENTELE
Registration Number:	1950391	CUSTOMER TRACKER
Registration Number:	2488384	E
Registration Number:	3107741	EPICOR
Registration Number:	2567833	EPICOR
Registration Number:	2990401	EXPRESSSHIP

	1390553	MANAGE 2000
Registration Number:	1950390	ORDER TRACKER
Registration Number:	2006585	PART TRACKER
Registration Number:	2042827	QUOTE TRACKER
Registration Number:	1987918	SHOP TRACKER
Registration Number:	2044073	VANTAGE
Registration Number:	2895370	VISTA
Registration Number:	2859480	ISCALA
Registration Number:	1800517	SCALA
Registration Number:	2745861	SCALA
Registration Number:	1715354	HR/PAY
Registration Number:	1783968	HRVANTAGE
Registration Number:	2408206	IVANTAGE
Serial Number:	85178502	VELOCITY THE GREATEST PHONE COMPANY EVER, INC.
Registration Number:	1836583	SCALA

CORRESPONDENCE DATA

Fax Number: (212)656-1342
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-701-3345
Email: david.adams@thomsonreuters.com
Correspondent Name: James P. Murphy, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

David Adams

Signature:

/david adams TR/

Date:

05/19/2011

Total Attachments: 74
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

dated as of

May 16, 2011

among

EAGLE PARENT, INC.,

and

EGL HOLDCO, INC.,

and

**CERTAIN SUBSIDIARIES
IDENTIFIED HEREIN,
collectively, the Initial Grantors,**

and

**ROYAL BANK OF CANADA,
as Collateral Agent**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of May 16, 2011, among EAGLE PARENT, INC., a Delaware corporation, EGL HOLDCO, INC., a Delaware corporation, and the other Persons listed on the signature pages hereof (collectively, the “**Initial Grantors**”), certain subsidiaries of the Borrower from time to time party hereto and ROYAL BANK OF CANADA (“**RBC**”), as Collateral Agent for the Secured Parties.

Reference is made to the credit agreement dated as of May 16, 2011 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among EAGLE PARENT, INC., as borrower (the “**Borrower**”), EGL HOLDCO, INC. (“**Holdings**”), RBC, as administrative agent (in such capacity, the “**Administrative Agent**”), and collateral agent (in such capacity, the “**Collateral Agent**”), RBC, as swing line lender (in such capacity, the “**Swing Line Lender**”), each Lender from time to time party thereto and the other parties party thereto. The Lenders have agreed to extend credit to the Borrower and the Hedge Banks have agreed to enter into the Secured Hedge Agreements subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit and of the Hedge Banks to enter into the Secured Hedge Agreements are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and each other Grantor are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Hedge Banks to enter into Secured Hedge Agreements. Accordingly, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Credit Agreement.

(a) Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement. All terms defined in the New York UCC (as defined herein) and not defined in this Agreement have the meanings specified therein; the term “instrument” shall have the meaning specified in Article 9 of the New York UCC.

(b) The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

SECTION 1.02. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“**Agreement**” means this Intellectual Property Security Agreement.

“**Claiming Party**” has the meaning assigned to such term in Section 4.01.

“**Collateral**” has the meaning assigned to such term in Section 2.01(a).

“**Contributing Party**” has the meaning assigned to such term in Section 4.01.

“**Copyright License**” means any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now owned or hereafter acquired by any Grantor or that

such Grantor otherwise has the right to license, or granting any right to any Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

“**Copyrights**” means all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations in the United States Copyright Office, including those listed on Schedule I.

“**Credit Agreement**” has the meaning assigned to such term in the preliminary statement of this Agreement.

“**Grantor**” collectively, the Initial Grantors and any Person that executes and delivers a Security Agreement Supplement pursuant to Section 5.14.

“**Initial Grantors**” has the meaning assigned to such term in the preliminary statement of this Agreement.

“**Intellectual Property**” means all intellectual and similar property of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other proprietary data or information, the intellectual property rights in software and databases and related documentation, and all additions and improvements to any of the foregoing.

“**Intellectual Property Security Agreement Supplement**” means an instrument in the form of Exhibit II hereto.

“**License**” means any Patent License, Trademark License, Copyright License or other Intellectual Property license or sublicense agreement to which any Grantor is a party.

“**New York UCC**” means the Uniform Commercial Code as from time to time in effect in the State of New York.

“**Patent License**” means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now owned or hereafter acquired by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now owned or hereafter acquired by any third party, and all rights of any Grantor under any such agreement.

“**Patents**” means all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule I, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

“**Perfection Information**” means the schedules and attachments in the form of Schedule II to the Security Agreement, completed and supplemented as contemplated thereby.

“**Security Interest**” has the meaning assigned to such term in Section 2.01(a).

“**Trademark License**” means any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now owned or hereafter acquired by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now owned or hereafter acquired by any third party, and all rights of any Grantor under any such agreement.

“**Trademarks**” means all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now owned or hereafter used, adopted or acquired, and all registrations and applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I, and (b) all goodwill associated therewith or symbolized thereby.

ARTICLE II

SECURITY INTERESTS

SECTION 2.01. Security Interest.

(a) As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Collateral**”):

- (i) all Copyrights;
- (ii) all Patents;
- (iii) all Trademarks;
- (iv) all Licenses;
- (v) all other Intellectual Property; and

(vi) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all supporting obligations, collateral security and guarantees given by any Person with respect to any of the foregoing.

provided, however, that notwithstanding any of the other provisions herein (and notwithstanding any recording of the Collateral Agent’s Lien made in the U.S. Patent and Trademark Office, U.S. Copyright Office, or other registry office in any other jurisdiction), this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by any rule of law, statute or regulation or is prohibited by, or constitutes a breach or default under or results in the

termination of or gives rise to any right of acceleration, modification or cancellation under any contract, license, agreement, instrument or other document evidencing or giving rise to a Grantor's right to use such property, or would result in the forfeiture of the Grantors' rights in the property including, without limitation, any Trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application.

(b) Each Grantor hereby irrevocably authorizes the Collateral Agent for the benefit of the Secured Parties at any time and from time to time to file in any relevant jurisdiction any initial financing statements with respect to the Collateral or any part thereof and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code or the analogous legislation of each applicable jurisdiction for the filing of any financing statement or amendment, including whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor. Each Grantor agrees to provide such information to the Collateral Agent promptly upon request.

The Collateral Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor (only if such signature cannot reasonably be obtained by the Collateral Agent), and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

(c) The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

SECTION 2.02. Representations and Warranties. Each Grantor represents and warrants to the Collateral Agent and the other Secured Parties that:

(a) Schedule I hereto sets forth a list of all registrations and applications for registration of Copyrights, Patents and Trademarks owned as of the date hereof by each Grantor. Except as would not, either individually or in the aggregate, be expected to have a Material Adverse Effect, each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained.

(b) The Perfection Information has been duly prepared, completed and executed and the information set forth therein, including the exact legal name of each Grantor, is correct and complete in all material respects as of the Closing Date.

(c) The Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations prepared by the Collateral Agent based upon the information provided to the Collateral Agent in the Perfection Information for filing in each governmental, municipal or other office specified in Schedule 5 to the Perfection Information (or specified by notice from the Borrower to the Collateral Agent after the Clos-

ing Date in the case of filings, recordings or registrations required by Section 6.11 of the Credit Agreement), are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States registrations and applications for Patents, Trademarks and Copyrights) that are necessary to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or re-registration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements.

(d) Each Grantor represents and warrants that a fully executed agreement in the form of Exhibit I hereto and containing a description of all Collateral consisting of United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights has been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to establish a valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Collateral consisting of registrations and applications for Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions under the Federal intellectual property laws, and no further or subsequent filing, refiling, recording, rerecording, registration or re-registration is necessary (other than (i) such filings and actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of registrations and applications for Patents, Trademarks and Copyrights acquired or developed by any Grantor after the date hereof, (ii) such actions as may be required under the laws of jurisdictions outside the United States with respect to Collateral created under such laws, and (iii) the filing of Uniform Commercial Code financing and continuation statements contemplated in subsection (ii) of this Section 2.02(a)).

(e) The Security Interest constitutes (i) a legal, valid security interest in all the Collateral securing the payment and performance of the Obligations, including the Guaranty, (ii) subject to the filings described in Section 2.02(a), a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code and (iii) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement (or a fully executed short form agreement in form and substance reasonably satisfactory to the Collateral Agent and the Borrower) with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three-month period (commencing as of the date hereof) pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one-month period (commencing as of the date hereof) pursuant to 17 U.S.C. § 205 and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than (i) any nonconsensual Lien that is expressly permitted pursuant to Section 7.01 of the Credit Agreement and has priority as a matter of law and (ii) Liens expressly permitted pursuant to Section 7.01 of the Credit Agreement.

(f) The Collateral, which is owned, in whole or in part by any Grantor, is owned by such Grantor free and clear of any Lien, except for Liens expressly permitted pursuant to Section 7.01 of the Credit Agreement. None of the Grantors has filed or consented to the filing of (i) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (ii) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 7.01 of the Credit Agreement.

(g) This Agreement has been duly executed and delivered by each Grantor that is party hereto. This Agreement constitutes a legal, valid and binding obligation of such Grantor, enforceable against each Grantor that is party hereto in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 2.03. Covenants.

(a) The Borrower agrees promptly to notify the Collateral Agent in writing of any change (i) in legal name of any Grantor, (ii) in the identity or type of organization or corporate structure of any Grantor, or (iii) in the jurisdiction of organization of any Grantor.

(b) Each Grantor shall, at its own expense, take any and all commercially reasonable actions necessary to defend title to the Collateral against all Persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 7.01 of the Credit Agreement.

(c) (i) Each quarter, at the time of delivery of quarterly financial statements with respect to the preceding fiscal year pursuant to Section 6.01 of the Credit Agreement, the Company shall deliver to the Collateral Agent the information required pursuant to Sections 1 through 8 of the Perfection Information and (ii) annually, the Company shall deliver to the collateral Agent the information required pursuant to Section 10 of the Perfection Information, or confirm that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this Section 2.03(c).

(d) The Company agrees, on its own behalf and on behalf of each other Grantor, (i) at the reasonable request of the Collateral Agent and at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents, and (ii) to take all such actions as the Collateral Agent may from time to time reasonably request, to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral that is in excess of \$1,000,000 shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be promptly pledged and delivered to the Collateral Agent, for the benefit of the Secured Parties, duly endorsed in a manner reasonably satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing

Schedule I or adding additional schedules hereto to specifically identify any asset or item that may constitute a registration or application for Copyrights, Patents or Trademarks; provided that any Grantor shall have the right, exercisable within ten days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use commercially reasonable efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

(e) At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 7.01 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement and within a reasonable period of time after the Collateral Agent has requested that it do so, and each Grantor jointly and severally agrees to reimburse the Collateral Agent within ten days after demand for any payment made or any reasonable expense incurred by the Collateral Agent pursuant to the foregoing authorization; provided, however, Grantors shall not be obligated to reimburse the Collateral Agent with respect to any Intellectual Property Collateral which any Grantor has failed to maintain or pursue, or otherwise allowed to lapse, terminate or be put into the public domain, in accordance with Section 2.04(b). Nothing in this paragraph shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

(f) Each Grantor (rather than the Collateral Agent or any Secured Party) shall remain liable (as between itself and any relevant counterparty) to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the other Secured Parties from and against any and all liability for such performance.

(g) On or prior to a date that is thirty (30) days after the Closing Date, or such later date as the Collateral Agent may reasonably determine after any request for extension by the Borrower, the Collateral Agent shall receive a certificate from the Borrower confirming that all actions set forth on Schedule II have been completed (with the exception of, if appropriate, any actions that the Borrower certifies as not being able to complete, after having taken all commercially reasonable efforts to complete such actions); *provided*, that, with respect to any actions to be taken that have not been completed by such date, the Collateral Agent may determine in its sole reasonable judgment to waive such actions if it reasonably determines that the cost of completing such action is excessive in relation to the value to the Secured Parties of the security to be afforded thereby. In addition, the Borrower shall take all commercially reasonable actions to complete the actions set forth on Schedule II as soon as reasonably practical after the Closing Date.

SECTION 2.04. Additional Covenants.

(a) Except to the extent failure to act could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, with respect to any registration or pending application of each item of its Collateral for which such Grantor has standing to do so, each Grantor agrees to take, at its expense, all reasonable steps, including, without limitation, in the U.S. Patent and

Trademark Office, the U.S. Copyright Office and any other governmental authority located in the United States, to (i) maintain the validity and enforceability of any registered Collateral (or applications therefor) in full force and effect, and (ii) pursue the registration and maintenance of each Patent, Trademark, or Copyright registration or application, now or hereafter included in such Collateral of such Grantor, including, without limitation, the payment of required fees and taxes, the filing of responses to office actions issued by the U.S. Patent and Trademark Office, the U.S. Copyright Office or other governmental authorities, the filing of applications for renewal or extension, the filing of affidavits under Sections 8 and 15 or the U.S. Trademark Act, the filing of divisional, continuation, continuation-in-part, reissue and renewal applications or extensions, the payment of maintenance fees and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings.

(b) Except as could not reasonably be expected to have a Material Adverse Effect, no Grantor shall do or permit any act or knowingly omit to do any act whereby any of its Collateral may prematurely lapse, be terminated, or become invalid or unenforceable or placed in the public domain (or in the case of a trade secret, becomes publicly known).

(c) Except where failure to do so could not reasonably be expected to have a Material Adverse Effect, each Grantor shall take all reasonable steps to preserve and protect each item of its Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Trademarks, consistent with the quality of the products and services as of the date hereof.

(d) Each Grantor agrees that, should it obtain an ownership or other interest in any Collateral after the Closing Date (“**After-Acquired Intellectual Property**”) (i) the provisions of this Agreement shall automatically apply thereto and (ii) any such After-Acquired Intellectual Property shall automatically become part of the Collateral subject to the terms and conditions of this Agreement with respect thereto.

(e) Once every fiscal quarter of the Borrower, with respect to issued or registered Patents (or published applications therefor), registered Trademarks (or applications therefor), and registered Copyrights, each Grantor shall sign and deliver to the Collateral Agent an appropriate supplement to this Agreement substantially in the form of Exhibit II hereto with respect to all such Intellectual Property owned by it as of the last day of such period, to the extent that such Intellectual Property is not covered by any previous Intellectual Property Security Agreement so signed and delivered by it. In each case, it will promptly cooperate as reasonably necessary to enable the Collateral Agent to make any necessary or reasonably desirable recordings with the U.S. Copyright Office or the U.S. Patent and Trademark Office, as appropriate.

(f) Notwithstanding anything to the contrary contained herein, nothing in this Agreement prevents any Grantor from disposing of, discontinuing the use or maintenance of, failing to pursue, or otherwise allowing to lapse, terminate or be put into the public domain, any of its Collateral to the extent permitted by the Credit Agreement if such Grantor determines in its reasonable business judgment that such discontinuance is desirable in the conduct of its business.

ARTICLE III

REMEDIES

SECTION 3.01. Remedies Upon Default.

(a) If an Event of Default occurs and is continuing, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right, at the same or different times, with respect to any Collateral, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and, generally, to exercise any and all rights afforded to a secured party with respect to the Obligations under the Uniform Commercial Code (including the New York UCC) in any applicable jurisdiction or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law and the notice requirements described below, to sell or otherwise dispose of all or any part of the Collateral securing the Obligations at a public or private sale, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. Each such purchaser at any sale of Collateral shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

(b) The Collateral Agent shall give the applicable Grantors ten days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled

to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 3.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the New York UCC or its equivalent in other jurisdictions.

SECTION 3.02. Application of Proceeds.

(a) The Collateral Agent shall apply the proceeds of any collection or sale of Collateral, including any Collateral consisting of cash, in accordance with Section 8.04 of the Credit Agreement.

(b) The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the purchase money therefor by the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

(c) In making the determinations and allocations required by this Section 3.02, the Collateral Agent may conclusively rely upon information supplied by the Administrative Agent as to the amounts of unpaid principal and interest and other amounts outstanding with respect to the Obligations, and the Collateral Agent shall have no liability to any of the Secured Parties for actions taken in reliance on such information, *provided* that nothing in this sentence shall prevent any Grantor from contesting any amounts claimed by any Secured Party in any information so supplied. All distributions made by the Collateral Agent pursuant to this Section 3.02 shall be (subject to any decree of any court of competent jurisdiction) final (absent manifest error), and the Collateral Agent shall have no duty to inquire as to the application by the Administrative Agent of any amounts distributed to it.

SECTION 3.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Agreement at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor shall, upon request by the Collateral Agent at any time after and during the continuance of an Event of Default, grant to the Collateral Agent an irrevocable (until the termination of the Credit Agreement) nonexclusive license (exercisable without payment of royalty or other compensation to any such Grantor) to use, license or, solely to the extent necessary to exercise such rights and remedies, sublicense any of the Collateral now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof; *provided, however,* that nothing in this Section 3.03 shall require any Grantor to grant any license that is prohibited by any rule of law, statute or regulation or is prohibited by, or constitutes a breach or default under or results in the termination of or gives rise to any right of acceleration, modification or cancellation under any contract, license, agreement, instrument or other document evidencing, giving rise to a right to use or theretofore granted, to the extent permitted by the Credit Agreement, with respect to such property; *provided, further,* that such licenses to be granted hereunder with respect to Trademarks shall be subject to the maintenance of quality standards with respect to the goods and services on which such Trademarks

are used sufficient to preserve the validity of such Trademarks. The use of such license by the Collateral Agent may be exercised, at the option of the Collateral Agent, during the continuation of an Event of Default; *provided* that any permitted license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE IV

SUBROGATION AND SUBORDINATION

SECTION 4.01. Contribution and Subrogation. Each Grantor (a “**Contributing Party**”) agrees (subject to Section 4.02) that, in the event assets of any other Grantor (the “**Claiming Party**”) shall be sold pursuant to any Collateral Document to satisfy any Obligation owed to any Secured Party, the Contributing Party shall indemnify the Claiming Party in an amount equal to the greater of the book value or the fair market value of such assets, in each case multiplied by a fraction of which the numerator shall be the net worth of the Contributing Party on the date hereof and the denominator shall be the aggregate net worth of all the Contributing Parties together with the net worth of the Claiming Party on the date hereof (or, in the case of any Grantor becoming a party hereto pursuant to Section 5.14, the date of the Security Agreement Supplement executed and delivered by such Grantor). Any Contributing Party making any payment to a Claiming Party pursuant to this Section 4.01 shall be subrogated to the rights of such Claiming Party to the extent of such payment.

SECTION 4.02. Subordination. Notwithstanding any provision of this Agreement to the contrary, all rights of the Grantors under Sections 4.01 and 4.02 and all other rights of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to the indefeasible payment in full in cash of the Obligations. No failure on the part of the Borrower or any Grantor to make the payments required by Sections 4.01 and 4.02 (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Grantor with respect to its obligations hereunder, and each Grantor shall remain liable for the full amount of the obligations of such Grantor hereunder.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 10.02 of the Credit Agreement. All communications and notices hereunder to any Grantor shall be given to it in care of the Borrower as provided in Section 10.02 of the Credit Agreement.

SECTION 5.02. Waivers; Amendment.

(a) No failure or delay by the Collateral Agent, any other Agent, any L/C Issuer or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent, any other Agent, the L/C Issuers and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 5.02, and then such waiver or

consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Collateral Agent, any other Agent any Lender or any L/C Issuer may have had notice or knowledge of such Default at the time. No notice or demand on any Grantor in any case shall entitle any Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.01 of the Credit Agreement.

SECTION 5.03. Collateral Agent's Fees and Expenses; Indemnification.

(a) The parties hereto agree that the Collateral Agent shall be entitled to reimbursement of its expenses incurred hereunder as provided in Section 10.04 of the Credit Agreement. Without limitation of its indemnification obligations under the other Loan Documents, the Borrower agrees to indemnify the Collateral Agent and the other Indemnitees (as defined in Section 10.05 of the Credit Agreement) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the reasonable and documented fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating to any of the foregoing agreements or instruments contemplated hereby, or to the Collateral, whether or not any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from (x) the gross negligence, bad faith or willful misconduct of such Indemnitee or of any affiliate, director, officer, employee, counsel, agent or attorney-in-fact of such Indemnitee or (y) a material breach of this Agreement by such Indemnitee or of any affiliate, director, officer, employee, counsel, agent or attorney-in-fact of such Indemnitee.

(b) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Collateral Documents. The provisions of this Section 5.03 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any other Secured Party. All amounts due under this Section 5.03 shall be payable within ten days of written demand therefor.

SECTION 5.04. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 5.05. Survival of Agreement. All covenants, agreements, representations and warranties made by the Grantors in the Loan Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Lenders and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any Lender or on its behalf and notwithstanding that the Collateral Agent, any other Agent, any L/C Issuer or any Lender may have had notice or knowledge of any Default or incorrect

representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under any Loan Document is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated.

SECTION 5.06. Counterparts; Effectiveness; Several Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Agreement. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 5.07. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 5.08. Right of Set-Off. In addition to any rights and remedies of the Lenders provided by Law, upon the occurrence and during the continuance of any Event of Default, each Lender and its Affiliates and each L/C Issuer and its Affiliates is authorized at any time and from time to time, without prior notice to the Borrower or any other Grantor, any such notice being waived by the Borrower (on its behalf and on behalf of each Grantor and its Subsidiaries) to the fullest extent permitted by applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other Indebtedness at any time owing by, such Lender and its Affiliates or such L/C Issuer and its Affiliates, as the case may be, to or for the credit or the account of the respective Grantors and their Subsidiaries against any and all Obligations owing to such Lender and its Affiliates or such L/C Issuer and its Affiliates hereunder or under any other Loan Document, now or hereafter existing, irrespective of whether or not such Agent or such Lender or Affiliate shall have made demand under this Agreement or under any other Loan Document and although such Obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or Indebtedness. Each Lender and each L/C Issuer agrees promptly to notify the Borrower and the Administrative Agent after any such set off and application made by such Lender or such L/C Issuer, as the case may be; *provided* that the failure to give such notice shall not affect the validity of such setoff and application. The rights of each Lender and each L/C Issuer under this Section 5.08 are in addition to other rights and remedies (including other rights of setoff) that the Collateral Agent, such Lender and such L/C Issuer may have.

SECTION 5.09. Governing Law; Jurisdiction.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN).

(b) ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTOR AND THE COLLATERAL AGENT CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH GRANTOR AND THE COLLATERAL AGENT IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR OTHER DOCUMENT RELATED HERETO.

SECTION 5.10. WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 5.10 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

SECTION 5.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 5.12. Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest, the grant of a security interest in the Pledged Collateral and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 5.13. Termination or Release.

(a) This Agreement, the Security Interest and all other security interests granted hereby shall terminate with respect to all Obligations upon the termination of the Aggregate Commitments and payment in full of all Obligations (other than (x) obligations under Secured Hedge Agreements not yet due and payable, (y) Cash Management Obligations not yet due and payable and (z) contingent indemnification obligations not yet accrued and payable), the expiration or termination of all Letters of Credit and any other obligation (including a guarantee that is contingent in nature).

(b) Upon (i) any sale or other transfer by any Grantor of any Collateral that is permitted under the Credit Agreement or any other Loan Document to any Person other than the Company or any of its Domestic Subsidiaries that are Restricted Subsidiaries, (ii) the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 10.01 and Section 9.11(a)(iii) of the Credit Agreement, or (iii) with respect to any Collateral owned by a Grantor, upon the release of such Grantor from its obligations under the Guaranty pursuant to Section 4.13 of the Guaranty, the security interest of such Grantor in such Collateral shall be automatically released.

(c) Upon the granting of a security interest in any Collateral to another Person by a Grantor pursuant to Section 7.01(i) of the Credit Agreement, the security interest granted to or held by the Collateral Agent in such Collateral shall be released or subordinated to such security interest granted to such Person.

(d) Each Grantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Grantor shall be automatically released if such Grantor ceases to be a Material Subsidiary pursuant to the terms of the Credit Agreement.

(e) In connection with any termination or release pursuant to paragraph (a), (b), (c) or (d) of this Section 5.13, the Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 5.13 shall be without recourse to or warranty by the Collateral Agent.

SECTION 5.14. Additional Grantors. Any Person required to become party to this Agreement pursuant to Section 6.11 of the Credit Agreement may do so by executing and delivering a Security Agreement Supplement and such Person shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

SECTION 5.15. General Authority of the Collateral Agent. By acceptance of the benefits of this Agreement and any other Collateral Documents, each Secured Party (whether or not a signatory hereto) shall be deemed irrevocably (a) to consent to the appointment of the Collateral Agent as its agent hereunder and under such other Collateral Documents, (b) to confirm that the Collateral Agent shall have the authority to act as the exclusive agent of such Secured Party for the enforcement of any provisions of this Agreement and such other Collateral Documents against any Grantor, the exercise of remedies hereunder or thereunder and the giving or withholding of any consent or approval hereunder or thereunder relating to any Collateral or any Grantor's obligations with respect thereto, (c) to agree that it shall not take any action to enforce any provisions of this Agreement or any other Collateral Document against any Grantor, to exercise any remedy hereunder or thereunder or to give any consents or approvals

hereunder or thereunder except as expressly provided in this Agreement or any other Collateral Document and (d) to agree to be bound by the terms of this Agreement and any other Collateral Documents.

SECTION 5.16. Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby appoints the Collateral Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof at any time after and during the continuance of an Event of Default, which appointment is irrevocable (until the termination of the Credit Agreement) and coupled with an interest. Without limiting the generality of the foregoing, the Collateral Agent shall have the right, upon the occurrence and during the continuance of an Event of Default and notice by the Collateral Agent to the Borrower of its intent to exercise such rights, with full power of substitution either in the Collateral Agent's name or in the name of such Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (d) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; and (e) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; provided that nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct or that of any of their Affiliates, directors, officers, employees, counsel, agents or attorneys-in-fact or any material breach of any Loan Document by any of the foregoing.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

EAGLE PARENT, INC.
as Initial Grantor

By: _____
Name: Jason Wright
Title: President

EGL HOLDCO, INC.
as Initial Grantor

By: _____
Name: Jason Wright
Title: President

EPICOR SOFTWARE CORPORATION,
as Initial Grantor

By: _____
Name: John D. Ireland
Title: Senior Vice President and General
Counsel

ACTIVANT GROUP INC.,
as Initial Grantor

By: _____
Name: Kathleen M. Crusco
Title: Chief Financial Officer

ACTIVANT SOLUTIONS INC.,
as Initial Grantor

By: _____
Name: Kathleen M. Crusco
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

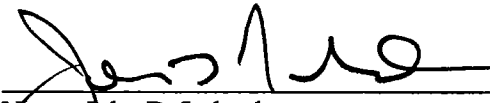
EAGLE PARENT, INC.
as Initial Grantor

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Name: Jason Wright
Title: President

EGL HOLDCO, INC.
as Initial Grantor

By: _____
Name: Jason Wright
Title: President

EPICOR SOFTWARE CORPORATION,
as Initial Grantor

By: 
Name: John D. Ireland
Title: Senior Vice President and General Counsel

ACTIVANT GROUP INC.,
as Initial Grantor

By: _____
Name: Kathleen M. Crusco
Title: Chief Financial Officer

ACTIVANT SOLUTIONS INC.,
as Initial Grantor

By: _____
Name: Kathleen M. Crusco
Title: Chief Financial Officer

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as Initial Grantor

By: Kathleen M. Crusco
Name: Kathleen M. Crusco
Title: Chief Financial Officer

ACTIVANT SOLUTIONS INC.,
as Initial Grantor

By: Kathleen M. Crusco
Name: Kathleen M. Crusco
Title: Chief Financial Officer

-IP Security Agreement-

ACTIVANT INTERNATIONAL HOLDINGS,
INC.,
as Initial Grantor

By: Kathleen M. Crusco
Name: Kathleen M. Crusco
Title: Chief Financial Officer

HM COOP LLC,
as Initial Grantor

By: Kathleen M. Crusco
Name: Kathleen M. Crusco
Title: Chief Financial Officer

SPECTRUM HUMAN RESOURCE SYSTEMS
CORPORATION,
as Initial Grantor

By: _____
Name: John D. Ireland
Title: President

CRS RETAIL SYSTEMS, INC.,
as Initial Grantor

By: _____
Name: John D. Ireland
Title: President

ACTIVANT INTERNATIONAL HOLDINGS,
INC.,
as Initial Grantor

By: _____
Name: Kathleen M. Crusco
Title: Chief Financial Officer


HM COOP LLC,
as Initial Grantor

By: _____
Name: Kathleen M. Crusco
Title: Chief Financial Officer

SPECTRUM HUMAN RESOURCE SYSTEMS
CORPORATION,
as Initial Grantor

By: 
Name: John D. Ireland
Title: President

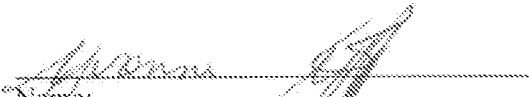
CRS RETAIL SYSTEMS, INC.,
as Initial Grantor

By: 
Name: John D. Ireland
Title: President

ROYAL BANK OF CANADA,
as Collateral Agent

By: _____

Name:
Title:



Yvonne Wozniak
Manager, Agency


ACTIVANT INTELLECTUAL PROPERTY




Patents and Patent Applications

Registered Owner	Title	Country	Patent No. or Application No.
Activant Solutions Inc.	PROCESS THREAD SYSTEM RECEIVING REQUEST PACKET FROM SERVER THREAD, INITIATING PROCESS THREAD IN RESPONSE TO REQUEST PACKET, SYNCHRONIZING THREAD PROCESS BETWEEN CLIENTS-SERVERS	US	6553406 4/22/2002
Activant Solutions Inc.	SYSTEM AND METHOD FOR GENERATING USER INTERFACE CODE	US	11825703 7/9/2007
Activant Solutions Inc.	SYSTEM AND METHOD FOR GENERATING USER INTERFACE CODE	US	7243334 7/10/2007
Activant Solutions Inc.	SYSTEM AND METHOD FOR CLIENT-SERVER COMMUNICATION	US	10387056 3/12/2003
Cooperative Computing, Inc.	METHOD FOR DETERMINING DATABASE ACCURACY	US	5787443 7/28/1998
Cooperative Computing, Inc.	METHOD AND SYSTEM FOR INVENTOR MANAGEMENT	US	5765143 6/9/1998

Trademarks and Trademark Applications

Registered Owner	Trademark	Country	Reg. No. Reg. Date
Activant Solutions Inc.	ACONNEX	US	2769663 09/30/2003
Activant Solutions Inc.	ACTIVANT	US	3006473 10/11/2005
Activant Solutions Inc.	ACTIVANT & Design  ACTIVANT	US	3006497 10/11/2005
Activant Solutions Inc.	ACTIVANT ACTIVE UPDATES	US	3131252 08/15/2006
Activant Solutions Inc.	ACTIVANT CATALYST	US	3721836 12/08/2009
Activant Solutions Inc.	ACTIVANT COVER-TO- COVER	US	3303658 10/02/2007
Activant Solutions Inc.	ACTIVANT EAGLE	US	3070189 03/21/2006
Activant Solutions Inc.	ACTIVANT FALCON	US	3070502 03/21/2006
Activant Solutions Inc.	ACTIVANT iNET	US	3054017 01/31/2006
Activant Solutions Inc.	ACTIVANT OE CARRY- FORWARD	US	3606633 04/14/2009
Activant Solutions Inc.	ACTIVANT SOLUTIONS	US	3406453 04/01/2008
Activant Solutions Inc.	ACTIVANT TSW	US	3173861 11/21/2006
Activant Solutions Inc.	ACTIVANT VISION	US	3603103 04/07/2009
Activant Solutions Inc.	ACTIVANT VISION	US	3586943 03/10/2009
Activant Solutions Inc.	A-DIS	US	2197219 10/20/1998
Activant Solutions Inc.	ADVANCED DISTRIBUTION SYSTEM	US	1884657 03/21/1995
Activant Solutions Inc.	AFTERMARKET CONNEX	US	2743068 07/29/2003

Registered Owner	Trademark	Country	Reg. No. Reg. Date
Speedware Ltee./Ltd.	AMXW	US	2815717 2/17/2004
Activant Solutions Inc.	AUCTIONEXPERT	US	3505839 09/23/2008
Activant Solutions Inc.	BARCODEEXPERT	US	2553867 03/26/2002
Activant Solutions Inc.	BUYERASSIST	US	2952624 05/17/2005
Speedware Ltee./Ltd.	DBMOTION	US	2881559 9/7/2004
Activant Solutions Inc.	DEPOT EXPRESS	US	1592376 04/17/1990
Activant Solutions Inc.	EAGLE	US	3393982 03/11/2008
Activant Solutions Inc.	ENTERPRISE	US	2113402 11/18/1997
Activant Solutions Inc.	ePartExpert	US	3151953 10/03/2006
Activant Solutions Inc.	ePartInsight	US	3122785 08/01/2006
Speedware Ltee./Ltd.	ESPERANT	US	1944611 12/26/1995
Activant Solutions Inc.	FASPAC	US	2558429 04/09/2002
Activant Solutions Inc.	FASTSTART	US	1620928 11/06/1990
Activant Solutions Inc.	INTERCHANGE	US	2097248 09/16/1997
Activant Solutions Inc.	ITEMEXPERT	US	85219183
Activant Solutions Inc.	J-CON	US	2197385 10/20/1998
Activant Solutions Inc.	LABOREXPERT & Design 	US	2686012 02/11/2003
Activant Solutions Inc.	LASERCAT	US	1608080 07/31/1990
Activant Solutions Inc.	LASERCAT	US	1902426 07/04/1995
Activant Solutions Inc.	LASERCAT	US	1634790 02/12/1991
Activant Solutions Inc.	LASERGUIDE	US	1658855 10/01/1991

Registered Owner	Trademark	Country	Reg. No. Reg. Date
Activant Solutions Inc.	PARTEXPERT	US	2339121 04/04/2000
Activant Solutions Inc.	PROFESSIONAL ESTIMATING	US	1542066 05/30/1989
Activant Solutions Inc.	PROPHET 21	US	2247555 05/25/1999
Activant Solutions Inc.	REAL SOLUTIONS. REAL RESULTS.	US	3606515 04/14/2009
Activant Solutions Canada Limited	SAGRO	US	2714216 05/06/2003
Activant Solutions Inc.	SERVICEEXPERT	US	2032042 01/21/1997
Activant Solutions Inc.	SHOPCAT	US	3377430 02/05/2008
Speedware Ltee./Ltd.	SPEEDWARE	US	2578891 06/11/2002
Speedware Ltee./Ltd.	SPEEDWARE and Design	US	1916017 09/05/2005
Speedware Ltee./Ltd.	SPEEDWARE AUTOBAHN II	US	2421503 01/16/2001
Activant Solutions Inc.	TELEPART	US	1616548 10/09/1990
Activant Solutions Inc.	TELEPART	US	1616714 10/09/1990
Activant Solutions Inc.	TELEPRICING	US	1346698 07/02/1985
Activant Solutions Inc.	THE PAPERLESS WAREHOUSE	US	1921567 09/26/1995
Activant Solutions Inc.	TRADESOURCE	US	2940180 04/12/2005
Activant Solutions Inc.	TRIAD & Design  TRIAD	US	1734426 11/24/1992
Activant Solutions Inc.	TRIAD & Design  TRIAD	US	1666687 12/03/1991
Activant Solutions Inc.	TRIAD & Design  TRIAD	US	1720783 09/29/1992
Activant Solutions Inc.	VISTA	US	2018052 11/19/1996
Activant Solutions Inc.	WDSREMOTE	US	2987520 08/23/2005

Registered Owner	Trademark	Country	Reg. No. Reg. Date
Activant Solutions Inc.	SCANSTART	U.S.	1588865 03/27/1990 RENEWED: 03/27/2000
Activant Solutions Inc	ScanStart 088368226074	U.S.	1599355 06/05/1990 RENEWED: 06/05/2000
Activant Solutions Inc	TRI-CARE	U.S.	1591313 04/10/2000 RENEWED: 04/10/2000
Activant Solutions Inc	ZAPSTART	U.S.	1566844 11/21/1989 RENEWED: 11/21/1999

Copyright Registrations

Owner	Title of Work	Country	Reg. No.
Activant Solutions Inc. Triad Systems Corporation	(Form CA for Supplementary Registration filed) Triad automotive applications software (series 12), level 24.2000	US	TXu590938
Activant Solutions Inc.	Accounts Payable	US	TXu1928749
Activant Solutions Inc.	Accounts Receivable	US	TXu1930780
Activant Solutions Inc. Triad Systems Corporation	Accounts Receivable, Level 21.6700 Accounts receivable : level 21.6000.	US	TXu514350
Activant Solutions Inc. Triad Systems Corporation	Accounts Receivable, Level 24.9900	US	TXu514364
Activant Solutions Inc.	Activant Eagle Business Advisor Level 11	US	TX6141483
Activant Solutions Inc.	Activant Eagle Business Advisor Level 12	US	TX 6141488
Activant Solutions Inc.	Activant Eagle Advisor Level 14	US	TX 6141486
Activant Solutions	Activant Eagle Network	US	TX6141484

Owner	Title of Work	Country	Reg. No.
Inc.	Access Level 11		
Activant Solutions Inc.	Activant Eagle Network Access Level 12	US	TX6141485
Activant Solutions Inc.	Activant Eagle Network Access Level 14	US	TX 6141487
Activant Solutions Inc.	Activant Eagle Point of Sale Level 11	US	TX6145264
Activant Solutions Inc.	Activant Eagle Point of Sale Level 12 Activant Eagle point of sale : level 14 ; Triad Eagle point of sale : level 11 ; Activant Eagle point of sale : level 12	US	TX-6145265
Activant Solutions Inc.	Activant Eagle Point of Sale Level 12	US	TXu1229125
Activant Solutions Inc.	Activant Eagle Point of Sale Level 14 Activant Eagle point of sale : level 14 ; Triad Eagle point of sale : level 11 ; Activant Eagle point of sale : level 12.	US	TX6145265
Activant Solutions Inc.	Activant Eagle Release 19.1	US	TX7276500
Activant Solutions Inc.	Activant Eclipse	US	TX6080698
Activant Solutions Inc.	Activant EZ Connect Activant EZConnect : Cooperative Computing, Inc.'s EZConnect : Cooperative Computing, Inc.'s CCIComm.	US	TX 6126468
Activant Solutions Inc.	Activant Inventory System Sales Order Entry, R10.0	US	TX 6066256
Activant Solutions Inc.	Activant Inventory Systems Sales Order Entry, Version 10	US	TX5875395
Activant Solutions Inc.	Activant Inventory Systems Sales Order	US	TX5875394

Owner	Title of Work	Country	Reg. No.
	Entry, Version 8		
Activant Solutions Inc.	Activant LaserCat (Electronic Database) Activant LaserCat (electronic catalog); Triad electronic catalog software	US	TX6072714
Activant Solutions Inc.	Activant Prism 16.0 Release	US	TX7254285
Activant Solutions Inc.	Activant Prophet 21, Version 12.3	US	TX7268191
Activant Solutions Inc. Cooperative Computing, Inc.	A-DIS 50 SCO UNIX 3.2.4.2 SCO open server 5.04	US	TX5072002
Activant Solutions Inc. Triad Systems Corporation	Advanced Inventory, Level 21.6700	US	TXu514347
Activant Solutions Inc. Triad Systems Corporation	Advanced Inventory, Level 24.9900	US	TXu514359
Activant Solutions Inc. Triad Systems Corporation	Advanced Point of Sale Invoicing, Level 21.6700	US	TXu514349
Activant Solutions Inc. Triad Systems Corporation	Advanced Point of Sale Invoicing, Level 24.9900	US	TXu514358
Activant Solutions Inc. Triad Systems Corporation	Activant PC Access, Level 1.0.0311 Automotive PC access, level 1.0.0311.	US	TXu780979
Activant Solutions Inc. Triad Systems Corporation	Activant System Manual, Level 23.3 (Vols. 1-3) Automotive system & security manual : level 23.3 : v. 1-3.	US	TXu515915
Activant Solutions Inc. Triad Systems Corporation	AUTOSHIMS Accounting System, Version 2.2 AutoSHIMS accounting	US	TXu503012

Owner	Title of Work	Country	Reg. No.
	system. By Innovative Systems Management, Inc. [Version 2.2]		
Activant Solutions Inc. Triad Systems Corporation	AUTOSHIMS File Maintenance, Version 2.2 AutoSHIMS file maintenance source code. By Innovative Systems Management, Inc. [Version 2.2]	US	TXu503017
Activant Solutions Inc. Triad Systems Corporation	AUTOSHIMS Inventory Control, Version 2.2 AutoSHIMS inventory control source code. By Innovative Systems Management, Inc. [Version 2.2]	US	TXu503016
Activant Solutions Inc. Triad Systems Corporation	AUTOSHIMS Sales Order Entry, Version 2.2 AutoSHIMS inventory control source code. By Innovative Systems Management, Inc. [Version 2.2]	US	TXu503013
Activant Solutions Inc. Triad Systems Corporation	Auxiliary, Level 21.6000	US	TXu514354
Activant Solutions Inc. Triad Systems Corporation	Auxiliary, Level 24.9900	US	TXu514355
Activant Solutions Inc. Triad Systems Corporation	Basic Inventory, Level 21.6700	US	TXu514353
Activant Solutions Inc. Triad Systems Corporation	Basic Inventory, Level 24.9900	US	TXu514361
Activant Solutions Inc.	Basic Point of Sale Invoicing, Level	US	TXu514348

Owner	Title of Work	Country	Reg. No.
Triad Systems Corporation	21.6700		
Activant Solutions Inc. Triad Systems Corporation	Basic Point of Sale, Level 24.9900 Basic point of sale invoicing: level 24.9900.	US	TXu514360
Activant Solutions Inc.	Catalyst Release 8	US	TX 7193720
Activant Solutions Inc. Cooperative Computing, Inc.	CCI/Triad Activant Applications Software (Series 12), Level 28.1000 "Year 2000" Release U.S., U.K. and Canada. CCI/Triad automotive applications software (series 12), level 28.1000 "year 2000" release US, UK and Canada.	US	TXu875348
Activant Solutions Inc. Cooperative Computing, Inc.	CCI/Triad Activant Auxiliary (Series 12), Level 28.1000 "Year 2000" Release U.S., U.K. and Canada CCI/Triad Automotive Auxiliary (series 12), Level 28, 1000 "year 2000" release US, UK, and Canada	US	TXu892267
Activant Solutions Inc. Cooperative Computing, Inc.	CCI/Triad Activant Utilities (Series 12), Level 28.1000 "Year 2000" Release U.S., U.K. and Canada CCI/Triad Automotive Utilities (series 12), Level 28, 1000 "year 2000" release US, UK, and Canada.	US	TXu892268
Activant Solutions Inc.	CCI/Triad Launcher, Level 1.0	US	TXu872184
Activant Solutions Inc.	CCI/Triad Ultimate Software	US	TXu 1027083

Owner	Title of Work	Country	Reg. No.
Cooperative Computing, Inc.			
Activant Solutions Inc.	Cooperative Computing Inc.'s CCIComm Version 3	US	TX6126470
Activant Solutions Inc.	Cooperative Computing Inc.'s CCIComm Version 7	US	TX6126471
Activant Solutions Inc.	Cooperative Computing Inc.'s EZ Connect Cooperative Computing, Inc.'s EZConnect : Cooperative Computing, Inc.'s CCIComm	US	TX6126467
Activant Solutions Inc.	Cooperative Computing, Inc.'s CCIComm	US	TX6126469
Activant Solutions Inc. Triad Systems Corporation	CounterCoach, Ver. 1.7	US	TXu589250
Activant Solutions Inc. Triad Systems Corporation	Creating Quality Products using Quality Criteria	US	TXu618341
Activant Solutions Inc.	Eclipse 8.6	US	TX 7-063-422
Activant Solutions Inc. Triad Systems Corporation	Electronic Catalog Functional Specifications	US	TXu537491
Activant Solutions Inc.	Falcon 5.05 Falcon Release 5.05	US	TX 7-131-275
Activant Solutions Inc.	Falcon 6.05 Falcon Release 6.05	US	TX 7-058-881
Activant Solutions Inc.	Falcon 7.00 Falcon Release 7.00	US	TX 7-057-260
Activant Solutions Inc.	Falcon 8.00 Falcon Release 8.00	US	TX 7-067-969
Activant Solutions Inc. Triad Systems Corporation	Field Service Technical Reference Manual	US	TXu515914

Owner	Title of Work	Country	Reg. No.
Activant Solutions Inc. Triad Systems Corporation	Hardgoods DX10 Applications Software, Level 6.0	US	TXu595987
Activant Solutions Inc. Triad Systems Corporation	Hardgoods DX10 Applications Software, Level 6.5	US	TXu595988
Activant Solutions Inc. Triad Systems Corporation	Hardgoods DX10 Applications Software, Level 7.1	US	TXu595989
Activant Solutions Inc. Triad Systems Corporation	Hardgoods DX10 Applications Software, Level 7.2	US	TXu595990
Activant Solutions Inc. Triad Systems Corporation	Hardgoods DX10 Applications Software, Level 8.1	US	TXu595991
Activant Solutions Inc. Triad Systems Corporation	Hardgoods DX10 Applications Software, Level 9.0	US	TXu595992
Activant Solutions Inc. Triad Systems Corporation	Hardgoods Eagle Application Software, Level 11.0941	US	TXu594781
Activant Solutions Inc. Triad Systems Corporation	Hardgoods Eagle Application Software, Level 12.2499	US	TXu594782
Activant Solutions Inc. Triad Systems Corporation	Hardgoods Eagle Application Software, Level 14.2964	US	TXu625953
Activant Solutions Inc. Triad Systems Corporation	Hardlines Eagle Application Software, Level 16	US	TXu708500
Activant Solutions Inc. Triad Systems Corporation	Hardlines Eagle Application Software, Level 17	US	TXu744891
Activant Solutions	Hardlines Eagle	US	TXu786774

Owner	Title of Work	Country	Reg. No.
Inc. Triad Systems Corporation	Application Software, Level 17 (PCO 2877)		
Activant Solutions Inc. Cooperative Computing, Inc	HREP Act! Defaults, Level 3.0	US	TXu774560
Activant Solutions Inc. Cooperative Computing, Inc	Intelligent Query Daily Report Summary Diskette, Ver. 1.1	US	TXu774783
Activant Solutions Inc. Triad Systems Corporation	Interchange Demo Software, Ver. 1.00	US	TXu786769
Activant Solutions Inc. Triad Systems Corporation	IQ Procedures Disk DSSA-1, Ver. 2.0	US	TXu759245
Activant Solutions Inc.	Job Manager 1.0	US	TX 7-059-137
Activant Solutions Inc.	Job Manager 2.0	US	TX7214086
Activant Solutions Inc. Triad Systems Corporation	LaserCat Electronic Catalog Database (September 1992 Release)	US	TXu535834
Activant Solutions Inc. Corporate Data Systems Corporation (d.b.a. loadSTAR Systems) (a wholly owned subsidiary of Triad Systems Corporation)	loadSTAR Eclipse Application and Utility Software, v1	US	TXu678984
Activant Solutions Inc. Corporate Data Systems Corporation (d.b.a. loadSTAR Systems) (a wholly owned subsidiary of Triad Systems Corporation)	loadSTAR Eclipse Application and Utility Software, v2.006	US	TXu678985

Owner	Title of Work	Country	Reg. No.
Activant Solutions Inc. Corporate Data Systems Corporation (d.b.a. loadSTAR Systems) (a wholly owned subsidiary of Triad Systems Corporation)	loadSTAR Jobber Application and Software (Triad Prism, Release 3B.3) loadSTAR jobber application and utility software : v1	US	TXu678982
Activant Solutions Inc. Corporate Data Systems Corporation (d.b.a. loadSTAR Systems) (a wholly owned subsidiary of Triad Systems Corporation)	loadSTAR Jobber Application and Utility Software, v8	US	TXu678983
Activant Solutions Inc. Triad Systems Corporation	Low Level Retrieval Routines, Run-Time Library Reference	US	TXu537492
Activant Solutions Inc. Triad Systems Corporation	Lumber and Building Materials Systems	US	TXu299230
Activant Solutions Inc. Triad Systems Corporation	Lumber and Building Materials Systems	US	TXu360602
Activant Solutions Inc. Triad Systems Corporation	Lumber and Building Materials Systems General ledger package / programmer, Computer One, Inc.	US	TXu400651
Activant Solutions Inc. Triad Systems Corporation	Multi-Store, Level 21.6700	US	TXu514343
Activant Solutions Inc. Triad Systems Corporation	Multi-Store, Level 24.9900	US	TXu514365
Activant Solutions Inc.	Operating System (Series 10), Level	US	TXu514363

Owner	Title of Work	Country	Reg. No.
	21.9600		
Activant Solutions Inc. Triad Systems Corporation	Operating System (Series 12), Level 21.6000	US	TXu514346
Activant Solutions Inc. Triad Systems Corporation	Operating System (Series 12), Level 24.9900	US	TXu514362
Activant Solutions Inc. Triad Systems Corporation	Operating Systems (Series 10), Level 21.6200	US	TXu514344
Activant Solutions Inc. Triad Systems Corporation	Order Entry Invoicing, Level 21.6200	US	TXu514351
Activant Solutions Inc. Triad Systems Corporation	Order Entry Invoicing, Level 24.9900	US	TXu514357
Activant Solutions Inc. Triad Systems Corporation	Parts Catalog Lookup (Easy Key Ver), Level 2.3	US	TXu535796
Activant Solutions Inc. Triad Systems Corporation	Parts Catalog Lookup (Quick Key Ver), Level 2.3	US	TXu535797
Activant Solutions Inc. Triad Systems Corporation	PC Access Plus, Level 1.9.575	US	TXu568617
Activant Solutions Inc. Triad Systems Corporation	PC Access Plus, Level 2.3.002	US	TXu625954
Activant Solutions Inc. Triad Systems Corporation	PC Access Plus, Level 4.0	US	TXu744889
Activant Solutions Inc. Triad Systems Corporation	PC Connect, Ver. 1.0	US	TXu786768

Owner	Title of Work	Country	Reg. No.
Activant Solutions Inc. Triad Systems Corporation	Plextor Driver Install, Ver. LC0865	US	TXu746792
Activant Solutions Inc. Triad Systems Corporation	PowerPrice Applications for Triad Prism, Release 1.0	US	TXu750494
Activant Solutions Inc Cooperative computing, Inc..	PowerPrice Applications Software for Series 12, Release 1.0	US	TXu774606
Activant Solutions Inc Triad Systems Corporation	Program to Print ADA Form for Delta Dental California Providers, Ver. 1.0	US	TXu734468
Activant Solutions Inc. Triad Systems Corporation	Program to Print ADA Form, Ver. 1994	US	TXu734467
Activant Solutions Inc. Triad Systems Corporation	Purchase Order Control Inc. Automotive Division	US	TXI967916
Activant Solutions Inc. Triad Systems Corporation	RepairSource DOS Program, Level 1.0	US	TXu774784
Activant Solutions Inc. Triad Systems Corporation	Report Spooler, Level 21.6000	US	TXu514345
Activant Solutions Inc. Triad Systems Corporation	Report Spooler, Level 24.9900	US	TXu514366
Activant Solutions Inc. Triad Systems Corporation	REST, Level 22.7800 REST HOST Initiation Segment 1: Initial Section	US	TXu510835
Activant Solutions Inc. Triad Systems Corporation	REST, Level 23.9820	US	TXu510836
Activant Solutions	Series 12 Diagnostics	US	TXu594276

Owner	Title of Work	Country	Reg. No.
Inc. Triad Systems Corporation	Software, Release 6.1		
Activant Solutions Inc. Triad Systems Corporation	Series 12 Diagnostics Software, Rev: 0001 01/85	US	TXu532373
Activant Solutions Inc. Triad Systems Corporation	Series 12 Diagnostics Software, Rev: 5.10 07/01/92	US	TXu532374
Activant Solutions Inc. Triad Systems Corporation	Series 12/14 Diagnostics Software, Release 6.3	US	TXu734469
Activant Solutions Inc. Triad Systems Corporation	Sierra POS, Level 1.16.577	US	TXu571297
Activant Solutions Inc.	Sierra POS, Level 2.2.000	US	TXu625955
Activant Solutions Inc. Triad Systems Corporation	Sierra POS, Level 4.0 SIERRA.EXE, revision 4.0	US	TXu604355
Activant Solutions Inc. Triad Systems Corporation	Solar Eclipse 2.0	US	TX 7-056-825
Activant Solutions Inc. Triad Systems Corporation	System Introduction	US	TX1930766
Activant Solutions Inc. Triad Systems Corporation	System Intro-Series 10	US	TX1838263
Activant Solutions Inc. Triad Systems Corporation	System Intro-Series 10 Activant Division Customer Education- Previous or Alternative Automotive division customer education.	US	TX1831780
Activant Solutions	System Intro-Series 10,	US	TX1831781

Owner	Title of Work	Country	Reg. No.
Inc. Triad Systems Corporation	Customer Education Instructor's Manual: Exggive Workstation Edition		
Activant Solutions Inc. Triad Systems Corporation	Telepart, Level 23.9500	US	TXu514368
Activant Solutions Inc. Triad Systems Corporation	Telepart, Level 24.9900	US	TXu514367
Activant Solutions Inc. Triad Systems Corporation	TelePart, Ver. 1.27	US	TXu589252
Activant Solutions Inc. Triad Systems Corporation	The Ultimate System Manual	US	TXu503032
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Series 12), Level 25.3208	US	TXu715659
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Prism Release A)	US	TXu575113
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Series 12), Level 23.9555	US	TXu538805
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Series 12), Level 24.2000	US	TXu557548
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Series 12), Level 24.3000	US	TXu586347
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Series 12), Level 25.100	US	TXu570959
Activant Solutions	Triad Automotive	US	TXu603654

Owner	Title of Work	Country	Reg. No.
Inc. Triad Systems Corporation	Applications Software (Series 12), Level 25.2000		
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Series 12), Level 25.3000	US	TXu667076
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Series 12), Level 25.5000	US	TXu667077
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Series 12), Level 25.5135	US	TXu715658
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Series 12), Level 26.1000	US	TXu725268
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Series 12), Level 26.1135	US	TXu786770
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Series 12), Level 26.3000	US	TXu762422
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Series 12), Level 27.1000	US	TXu774593
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Triad DataServer, Release 5.1)	US	TXu786773
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Triad Prism, Release 3B.1)	US	TXu678784
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Triad Prism, Release 3B.2)	US	TXu683173
Activant Solutions Inc.	Triad Automotive Applications Software	US	TXu681754

Owner	Title of Work	Country	Reg. No.
Triad Systems Corporation	(Triad Prism, Release 3B.3)		
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Triad Prism, Release 3B.4)	US	TXu702762
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Triad Prism, Release 3C)	US	TXu677575
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Triad Prism, Release 3C.1)	US	TXu67732
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Triad Prism, Release 3C.1.1)	US	TXu677326
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Triad Prism, Release 4A Canada)	US	TXu715660
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Triad Prism, Release 4A UK)	US	TXu715661
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Triad Prism, Release 5.0)	US	TXu715670
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Triad Prism, Release 5.0A, PowerPricer)	US	TXu742106
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Triad Prism, Release 5.1)	US	TXu791466
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Applications Software (Triad Prism, Release 6.0)	US	TXu774591
Activant Solutions	Triad Automotive	US	TXu655947

Owner	Title of Work	Country	Reg. No.
Inc. Triad Systems Corporation	Applications Software (Triad Prism, Release B)		
Activant Solutions Inc.	Triad Automotive Auxiliary (Series 12), Level 25.5000	US	TXu667079
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Auxiliary (Series 12), Level 26.1000	US	TXu733923
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Auxiliary (Series 12), Level 26.3000	US	TXu765933
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Utilities (Series 12), Level 23.9555	US	TXu538807
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Utilities (Series 12), Level 25.1000	US	TXu586348
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Utilities (Series 12), Level 25.2000	US	TXu603652
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Utilities (Series 12), Level 25.5000	US	TXu667078
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Utilities (Series 12), Level 26.1000	US	TXu733924
Activant Solutions Inc. Triad Systems Corporation	Triad Automotive Utilities (Series 12), Level 26.3000%	US	TXu765932
Activant Solutions Inc. Triad Systems Corporation	Triad Auxiliary (Series 12), Level 23.9555	US	TXu538806
Activant Solutions Inc.	Triad Auxiliary (Series 12), Level 25.1000	US	TXu586349

Owner	Title of Work	Country	Reg. No.
Triad Systems Corporation			
Activant Solutions Inc. Triad Systems Corporation	Triad Auxiliary (Series 12), Level 25.2000	US	TXu603653
Activant Solutions Inc. Triad Systems Corporation	Triad Business Products: New for Triad Hardgoods Systems Triad Business Products: Trust Triad for Quality	US	TX2566145
Activant Solutions Inc. Triad Systems Corporation	Triad Business Products: New for Triad Automotive Systems	US	TX2567704
Activant Solutions Inc. Triad Systems Corporation	Triad Dental Application Software (Ver. 10.0)	US	TXu734465
Activant Solutions Inc. Triad Systems Corporation	Triad Dental Application Software (Ver. 5)	US	TXu734519
Activant Solutions Inc. Triad Systems Corporation	Triad Dental Application Software Ver. 10.2)	US	TXu734466
Activant Solutions Inc. Triad Systems Corporation	Triad Electric Catalog Database	US	TXu445155
Activant Solutions Inc. Triad Systems Corporation	Triad Electric Catalog Database	US	TXu467667
Activant Solutions Inc. Triad Systems Corporation	Triad Electric Catalog Database	US	TXu499056
Activant Solutions Inc. Triad Systems Corporation	Triad Electric Catalog Database	US	TXu432545

Owner	Title of Work	Country	Reg. No.
Activant Solutions Inc. Triad Systems Corporation	Triad Electric Catalog Database	US	TXu424781
Activant Solutions Inc. Triad Systems Corporation	Triad Electronic Catalog Debase	US	TXu445632
Activant Solutions Inc. Triad Systems Corporation	Triad Electronic Catalog Database	US	TXu393329
Activant Solutions Inc. Triad Systems Corporation	Triad Electronic Catalog Database	US	TXu406306
Activant Solutions Inc. Triad Systems Corporation	Triad Electronic Catalog Database (March 1994 Release)	US	TXu589249
Activant Solutions Inc. Triad Systems Corporation	Triad Electronic Catalog Software, Ver. 5.21	US	TXu589251
Activant Solutions Inc. Triad Systems Corporation	Triad Electronic Labor Guide Database (March 1994 Release)	US	TXu589248
Activant Solutions Inc. Triad Systems Corporation	Triad Electronic Labor Guide, August 1992 Release	US	TXu571700
Activant Solutions Inc. Triad Systems Corporation	Triad Flexible Display Terminal Core Operating System, Level 6.1	US	TXu786454
Activant Solutions Inc. Triad Systems Corporation	Triad Flexible Display Terminal Core Operating System, Level 7.2	US	TXu779076
Activant Solutions Inc. Triad Systems Corporation	Triad Flexible Display Terminal Level 0 Module, Ver. 3.1	US	TXu779073
Activant Solutions	Triad Flexible Display	US	TXu779074

Owner	Title of Work	Country	Reg. No.
Inc.	Terminal Modem Module, Level 6.1		
Activant Solutions Inc. Triad Systems Corporation	Triad Flexible Display Terminal Network Access, Level 7.1	US	TXu794531
Activant Solutions Inc. Triad Systems Corporation	Triad Flexible Display Terminal Series 12 Module, Level 6.1	US	TXu767941
Activant Solutions Inc. Triad Systems Corporation	Triad Flexible Display Terminal Triad Module, Level 6.1	US	TXu779075
Activant Solutions Inc. Triad Systems Corporation	Triad General Purpose Install Utility for Software, Ver. 1.00	US	TXu735689
Activant Solutions Inc. Cooperative Computing, Inc.	Triad Inventory Solution Accounting System, Ver. 5.0	US	TXu843051
Activant Solutions Inc. Cooperative Computing, Inc.	Triad Inventory Solution Accounting System, Ver. 6.0	US	TXu843052
Activant Solutions Inc. Cooperative Computing, Inc.	Triad Inventory Solution Accounting System, Ver. 6.6	US	TXu843053
Activant Solutions Inc. Cooperative Computing, Inc.	Triad Inventory Solution Accounting System, Ver. 7.0	US	TXu843054
Activant Solutions Inc. Triad Systems Corporation	Triad Inventory Solution Accounting System, Version 4.3 AutoSHIMS accounting system source code	US	TXu503020
Activant Solutions Inc. Cooperative Computing, Inc.	Triad Inventory Solution File Maintenance, Ver. 5.0	US	TXu843047
Activant Solutions Inc.	Triad Inventory Solution File	US	TXu843048

Owner	Title of Work	Country	Reg. No.
Cooperative Computing, Inc.	Maintenance, Ver. 6.0		
Activant Solutions Inc. Cooperative Computing, Inc.	Triad Inventory Solution File Maintenance, Ver. 6.6	US	TXu843049
Activant Solutions Inc. Cooperative Computing, Inc.	Triad Inventory Solution File Maintenance, Ver. 7.0	US	TXu843050
Activant Solutions Inc. Triad Systems Corporation	Triad Inventory Solution File Maintenance, Version 4.3 AutoSHIMS file maintenance source code	US	TXu503019
Activant Solutions Inc. Cooperative Computing, Inc.	Triad Inventory Solution Inventory Control, Ver. 5.0	US	TXu843055
Activant Solutions Inc. Cooperative Computing, Inc.	Triad Inventory Solution Inventory Control, Ver. 6.0	US	TXu843056
Activant Solutions Inc. Cooperative Computing, Inc.	Triad Inventory Solution Inventory Control, Ver. 6.6	US	TXu843057
Activant Solutions Inc. Cooperative Computing, Inc.	Triad Inventory Solution Inventory Control, Ver. 7.0	US	TXu843058
Activant Solutions Inc.	Triad Inventory Solution Inventory Control, Version 4.3 AutoSHIMS Inventory system source code	US	TXu503021
Activant Solutions Inc. Cooperative Computing, Inc.	Triad Inventory Solution Sales Order Entry, Ver. 5.0	US	TXu843043
Activant Solutions Inc. Cooperative	Triad Inventory Solution Sales Order Entry, Ver. 6.0	US	TXu843044

Owner	Title of Work	Country	Reg. No.
Computing, Inc.			
Activant Solutions Inc. Cooperative Computing, Inc.	Triad Inventory Solution Sales Order Entry, Ver. 6.6	US	TXu843045
Activant Solutions Inc. Cooperative Computing, Inc.	Triad Inventory Solution Sales Order Entry, Ver. 7.0	US	TXu843046
Activant Solutions Inc. Triad Systems Corporation	Triad Inventory Solution Sales Order Entry, Version 4.3 UIS sales order entry source code	US	TXu503018
Activant Solutions Inc. Triad Systems Corporation	Triad Label Wizard, Ver. 1 1.0	US	TXu715669
Activant Solutions Inc. Triad Systems Corporation	Triad LaserCat Software Only Install Disk, Ver. LC867, Level 1.5	US	TXu786771
Activant Solutions Inc. Cooperative Computing, Inc.	Triad Prism Disk-SP Utility Software, Ver. 1.0.1.4	US	TXu774592
Activant Solutions Inc. Triad Systems Corporation	Triad Prism/Eagle Diagnostic Software (Release 4845)	US	TXu678785
Activant Solutions Inc. Triad Systems Corporation	Triad Service System, Ver. 1.6	US	TXu664227
Activant Solutions Inc. Triad Systems Corporation	Triad ServiceCat Install Disk, Ver. LC867, Level 1.5	US	TXu786772
Activant Solutions Inc. Triad Systems Corporation	Triad Service Writer 486 Upgrade Software, Ver. 316	US	TXu746789
Activant Solutions Inc. Triad Systems	Triad Service Writer Recounting Connection, Ver. 1.08	US	TXu768744

Owner	Title of Work	Country	Reg. No.
Corporation			
Activant Solutions Inc. Triad Systems Corporation	Triad Service Writer Dual Mode Slave Software, Ver. 316	US	TXu746790
Activant Solutions Inc. Cooperative computing, Inc.	Triad Service Writer Pentium Customer Install, Level 1.0.0340	US	TXu77490
Activant Solutions Inc. Triad Systems Corporation	Triad Service Writer Tape Backup and Utility Software, Ver. 312	US	TXu746791
Activant Solutions Inc. Triad Systems Corporation	Triad Telepricing Database (March 1994 Release)	US	TXu589247
Activant Solutions Inc. Triad Systems Corporation	Triad Tire Fitment Database (July 1993 Release)	US	TXu583064
Activant Solutions Inc. Triad Systems Corporation	Triad Tire Fitment Database (March 1994 Release)	US	TXu589246
Activant Solutions Inc. Triad Systems Corporation	Tridex PowerPricer Applications Software for Series 12, Release 1.1	US	TXu774440
Activant Solutions Inc. Triad Systems Corporation	UIS Accounting System, Version 4.0 AutoSHIMS accounting system source code	US	TXu503015
Activant Solutions Inc. Triad Systems Corporation	UIS File Maintenance, Version 4.0 AutoSHIMS file maintenance source code	US	TXu503023
Activant Solutions Inc. Triad Systems Corporation	UIS Inventory Control, Version 4.0 AutoSHIMS inventory control source code	US	TXu503014
Activant Solutions Inc.	UIS Sales Order Entry, Version 4.0	US	TXu503022

Owner	Title of Work	Country	Reg. No.
Triad Systems Corporation			
Activant Solutions Inc. Triad Systems Corporation	Utilities, Level 21.6000	US	TXu514352
Activant Solutions Inc. Triad Systems Corporation	Utilities, Level 24.9900	US	TXu514356
Activant Solutions Inc. Triad Systems Corporation	Valid Combination Tables, Version VT 1988-1	US	TXu535832
Activant Solutions Inc.	Valid Combination Tables, Version VT 1992	US	TXu535836
Activant Solutions Inc. Triad Systems Corporation	Valid Table Database (1992 Canadian Ver.)	US	TXu535835
Activant Solutions Inc.	Valid Table Database (1992 U.S. Ver.)	US	TXu535833
Activant Solutions Inc. Triad Systems Corporation	Vision 9.0	US	TX7237033
Activant Solutions Inc.	Corporate quality imperatives.	US	TXu790012
Activant Solutions Inc. Management Technology International	Paperless warehouse system.	US	TX3683714
Activant Solutions Inc. formerly Enterprise Computer Systems, Inc.	Accounts payable guide	US	TX3567621
Activant Solutions Inc. formerly Enterprise Computer Systems, Inc.	Accounts receivable guide	US	TX3557486
Activant Solutions Inc. formerly	Closeout processing functions	US	TX3557481

Owner	Title of Work	Country	Reg. No.
Enterprise Computer Systems, Inc.			
Activant Solutions Inc. formerly Enterprise Computer Systems, Inc.	Construction management account system (CMAS)	US	TX366633
Activant Solutions Inc. formerly Enterprise Computer Systems, Inc.	Construction management accounting system documentation	US	TX366634
Activant Solutions Inc. formerly Enterprise Computer Systems, Inc.	Control file maintenance functions	US	TX3557482
Activant Solutions Inc. formerly Enterprise Computer Systems, Inc.	Delivery/dispatch software	US	TX5302150
Activant Solutions Inc. formerly Enterprise Computer Systems, Inc.	Disaster I: crisis prevention and recovery for business; disaster recovery plan	US	TX5494019
Activant Solutions Inc. formerly Enterprise Computer Systems, Inc.	Enterprise Computer Systems 4GL user and reference guide set	US	TX4350374
Activant Solutions Inc. formerly Enterprise Computer Systems, Inc.	General ledger guide	US	TX3567620
Activant Solutions Inc. formerly Enterprise Computer Systems, Inc.	General operating and systems guide	US	TX3567618
Activant Solutions Inc. formerly Enterprise Computer Systems, Inc.	Home builders management system (HBMS)	US	TX466599
Activant Solutions Inc. formerly Enterprise Computer Systems, Inc.	Home buyers management system documentation	US	TX466598
Activant Solutions Inc. formerly Enterprise Computer	Import/export functions, import/export guide	US	TX3569690

Owner	Title of Work	Country	Reg. No.
Systems, Inc.			
Activant Solutions Inc. formerly Enterprise Computer Systems, Inc.	Inventory control guide	US	TX3557485
Activant Solutions Inc. formerly Enterprise Computer Systems, Inc.	Invoice processing functions	US	TX3557490
Activant Solutions Inc. formerly Enterprise Computer Systems, Inc.	Payroll guide	US	TX3567619
Activant Solutions Inc. formerly Enterprise Computer Systems, Inc.	Purchase order functions	US	TX3557489
Activant Solutions Inc. formerly Enterprise Computer Systems, Inc.	Report writer guide	US	TX3557491
Activant Solutions Inc. formerly Enterprise Computer Systems, Inc.	Sales & gross profit functions	US	TX3563304
Activant Solutions Inc. formerly Enterprise Computer Systems, Inc.	Site planning and installation guide	US	TX3522823
Activant Solutions Inc. formerly Enterprise Computer Systems, Inc.	Support maintenance functions	US	TX3557483
Activant Solutions Inc. formerly Enterprise Computer Systems, Inc.	Utility maintenance functions	US	TX3557484
Activant Solutions Inc. Dynamic Data Systems, Inc.	Bad debts collection systems	US	TX1172199
Activant Solutions Inc. Dynamic Data Systems, Inc.	Dynamic Data Systems management techniques	US	TX222923

Owner	Title of Work	Country	Reg. No.
Activant Solutions Inc. Faspac Systems, Inc.	FASPAC VER 3.31	US	TX4859950
Activant Solutions Inc. Dynamic Data Systems, Inc.	GSF 4.40 Generic screen formatter	US	TX2599440
Activant Solutions Inc. Dynamic Data Systems, Inc.	GSF, Generic screen formatter	US	TX2642154
Activant Solutions Inc. Prophet 21, Inc.	PROPHET 21 Operating System for systems with USBC boards	US	Txu225469
Activant Solutions Inc. Dynamic Data Systems, Inc.	Screen formatting package	US	TX2655849
Activant Solutions Inc. Distributor Information Services Corporation	Electrical distributor sales & forecast	US	TXu212994
Activant Solutions Inc. Systems Design, Inc	Distribution reports	US	Txu453883
Activant Solutions Inc. Systems Design, Inc	SD-S0	US	Txu263062
Activant Solutions Inc. Systems Design, Inc	What is a distributor?	US	Txu346488
Activant Solutions Inc. Intuit, Inc	Intuit Eclipse 8.0	US	TX6037840
Activant Solutions Inc.	Advanced distribution system	US	TX4498211
Activant Solutions Inc. Prelude Systems, Inc	Advanced distribution system screen definitions	US	TX4498210
Activant Solutions	Prophet 21	US	TX7002402

Owner	Title of Work	Country	Reg. No.
Inc. Activant Wholesale Distribution Solutions Inc.	CommerceCenter An Enterprise Software Solutions for Distributors		
Activant Solutions Inc. Activant Wholesale Distribution Solutions Inc.	B2B Seller, Version 5.7	US	TX7268185
Activant Solutions Inc. Activant Wholesale Distribution Solutions Inc.	Trading Partner Connect (TPcX), Version 11.0	US	TX7296628
Activant Solutions Inc.	Trading Partner Connect (TPcX) Version 11.0	US	New filed application
Activant Solutions Inc.	Activant Prophet 21, Version 12.4	US	New filed application
Activant Solutions Inc.	Vision 9.3	US	New filed application
Activant Solutions Inc.	Activant Prophet 21, Version 12.5	US	New filed application
Activant Solutions Inc.	B2B Seller, Version 5.9	US	New filed application
Activant Solutions Inc.	Acclaim Version 19	US	New filed application

EPICOR INTELLECTUAL PROPERTY

Patents and Patent Applications

Owner	Title	Country	App/Pub No.	Status
Epicor Software Corp.	System for viewing databases	U.S.	11/070,054	Pending/Published

Trademark Applications and Registrations

Owner	Mark	Country	Reg. No.	Status
Apropos Retail Management Systems Inc.	APROPOS	U.S. Federal	1371037	Registered
Apropos Retail Management Systems Inc.	APROPOS	U.S. Federal	1970981	Registered
Apropos Retail Management Systems Inc.	DATA NINJA	U.S. Federal	3026892	Registered
Apropos Retail Management Systems Inc.	POSX	U.S. Federal	2919119	Registered
CRS Retail Systems Inc.	CRS RETAILSTORE (Stylized and/or with Design)	U.S. Federal	3481063	Registered
Epicor Software Corp.	ACCOUNT TRACKER	U.S. Federal	2056723	Registered
Epicor Software Corp.	AVANTE	U.S. Federal	2419475	Registered
Epicor Software Corp.	CLIENTELE	U.S. Federal	1766594	Registered
Epicor Software Corp.	CUSTOMER TRACKER	U.S. Federal	1950391	Registered

Owner	Mark	Country	Reg. No.	Status
Epicor Software Corp.	E (STYLIZED)	U.S. Federal	2488384	Registered
Epicor Software Corp.	EPICOR	U.S. Federal	3107741	Registered
Epicor Software Corp.	EPICOR	U.S. Federal	2567833	Registered
Epicor Software Corp.	EXPRESSSHIP	U.S. Federal	2990401	Registered
Epicor Software Corp.	MANAGE 2000	U.S. Federal	1390553	Registered
Epicor Software Corp.	ORDER TRACKER	U.S. Federal	1950390	Registered
Epicor Software Corp.	PART TRACKER	U.S. Federal	2006585	Registered
Epicor Software Corp.	QUOTE TRACKER	U.S. Federal	2042827	Registered
Epicor Software Corp.	SHOP TRACKER	U.S. Federal	1987918	Registered
Epicor Software Corp.	SPECTRAX	U.S. Federal	3258923	Registered
Epicor Software Corp.	VANTAGE	U.S. Federal	2044073	Registered
Epicor Software Corp.	VISTA	U.S. Federal	2895370	Registered
Scala Business Solutions NV	iScala	U.S. Federal	2859480	Registered
Scala Business Solutions NV	SCALA	U.S. Federal	1800517	Registered
Scala Business Solutions NV	SCALA (color)	U.S. Federal	2745861	Registered

Owner	Mark	Country	Reg. No.	Status
Spectrum Human Resource Systems Inc.	HR/PAY	U.S. Federal	1715354	Registered
Spectrum Human Resource Systems Inc.	HRVANTAGE & design	U.S. Federal	1783968	Registered
Spectrum Human Resource Systems Inc.	IVANTAGE	U.S. Federal	2408206	Registered
	VELOCITY	U.S. Federal	APP. #. 85178502	PENDING
Scala, Inc.	SCALA	U.S. Federal	1836583	Registered

Copyright Applications and Registrations

Owner	Copyright Title	Country	Registration No.	Status
Epicor Software Corporation	SOURCE CODE OF SCRIPT FILES TO CREATE REPORTS FROM DATA IN DATABASE	U.S.	TXu1065294	Registered
Epicor Software Corporation	PLATINUM FOR WINDOWS 4.8a	U.S.	TXu970617	Registered
Epicor Software Corporation	VISTA 4.31a	U.S.	TXu970614	Registered
Epicor Software Corporation	IMPRESA 7i, RELEASE 1, MAINTENANCE REPAIR AND OVERHAUL SOFTWARE	U.S.	TX5282946	Registered
Epicor Software Corporation	AVANTE 9.1.6.	U.S.	TXu960745	Registered
Epicor Software Corporation	CLINETELE 7.0	U.S.	TXu960744	Registered
Epicor Software Corporation	CLINETELE 7.0c	U.S.	TXu960743	Registered
Epicor Software Corporation	EBACKOFFICE 7.0b	U.S.	TXu960742	Registered
Epicor Software Corporation	VANTAGE 4.00	U.S.	TXu960741	Registered
CRS Retail Systems, Inc. (registered in the name of CRS Business Computers, Inc.)	Time and attendance – module version 6.1	U.S.	TX3692939	Registered
CRS Retail Systems, Inc. (registered in the name of CRS Business Computers, Inc.)	Bizapp night operator module	U.S.	TX3692941	Registered
CRS Retail Systems, Inc. (registered in the name of CRS Business Computers, Inc.)	IBM retail application/DOS version 1, release 0	U.S.	TX3700176	Registered

Owner	Copyright Title	Country	Registration No.	Status
CRS Retail Systems, Inc. (registered in the name of CRS Business Computers, Inc.)	4684 V6.1 Point of sale system	U.S.	TX3700183	Registered
CRS Retail Systems, Inc. (registered in the name of CRS Business Computers, Inc.)	Bizapps deal price management module	U.S.	TX3701664	Registered
CRS Retail Systems, Inc. (registered in the name of CRS Business Computers, Inc.)	Bizapps inventory data interchange module – version 6.1	U.S.	TX3769362	Registered
CRS Retail Systems, Inc. (registered in the name of CRS Business Computers, Inc.)	IBM retail application/DOS— store calendar feature	U.S.	TX3799760	Registered
CRS Retail Systems, Inc. (registered in the name of CRS Business Computers, Inc.)	HMAIL: electronic mail home office operations manual	U.S.	TX3799761	Registered
CRS Retail Systems, Inc. (registered in the name of CRS Business Computers, Inc.)	IBM retail application/DOS night operator feature	U.S.	TX3799762	Registered
CRS Retail Systems, Inc. (registered in the name of CRS Business Computers, Inc.)	IBM retail application/DOS: version 1, release 0	U.S.	TX3799763	Registered
CRS Retail Systems, Inc. (registered in the name of CRS Business Computers, Inc.)	IBM retail application/DOS – installation configuration feature	U.S.	TX3799764	Registered
CRS Retail Systems, Inc. (registered in the name of CRS Business Computers, Inc.)	IBM retail application/DOS version 1, release 0	U.S.	TX3835220	Registered
CRS Retail Systems, Inc. (registered in the name of CRS Business Computers, Inc.)	IBM retail application/DOS promotional events feature	U.S.	TX3838973	Registered
CRS Retail Systems, Inc. (registered in the name of CRS Business Computers, Inc.)	IBM retail application/DOS. Version 1, release 0	U.S.	TX3896461	Registered
CRS Retail Systems, Inc. (registered in the name of CRS Business Computers, Inc.)	QCONFIG.C	U.S.	TX3926368	Registered
SPECTRUM Human Resource Systems Corp.	Profiles / PC version 5.0	U.S.	TXu000480693	Registered
Beslutsmodeller Per-Olof Myren AB (Predecessor to Scala NV)	SCALA.	U.S.	TXu636254	Registered
Platinum Software Corp. (Predecessor to Epicor Software Corp)	EDI bridgework/PLT: EDI order entry.	U.S.	TXu538852	Registered
Platinum Software Corp. (Predecessor to Epicor Software Corp)	EDI bridgework/PLT: EDI invoice.	U.S.	TXu535525	Registered

Owner	Copyright Title	Country	Registration No.	Status
Platinum Software Corp. (Predecessor to Epicor Software Corp)	S.E.A. Bridgeworks/EDI Shipping	U.S.	TXu445579	Registered

SCHEDULE II
TO THE INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Post Closing Actions

EXHIBIT I
TO THE INTELLECTUAL PROPERTY
SECURITY AGREEMENT

FORM OF SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated May 16, 2011, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Royal Bank of Canada, as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to therein.

WHEREAS, Eagle Parent, Inc. (the “**Borrower**”), EGL HOLDCO, INC. (“**Holdings**”), each Lender from time to time party thereto, Royal Bank of Canada, as Administrative Agent and Collateral Agent, Royal Bank of Canada as Swing Line Lender, and each other party thereto have entered into the Credit Agreement dated as of May 16, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Intellectual Property Security Agreement dated May 16, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements.

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”):

- (a) the United States Patents (as defined in the Intellectual Property Security Agreement) set forth in Schedule A hereto;
- (b) the United States registered Trademarks (as defined in the Intellectual Property Security Agreement) and Trademarks for which United States applications are pending set forth in Schedule B hereto; and

Exhibit I-1

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(c) the United States registrations of Copyrights (as defined in the Intellectual Property Security Agreement) set forth in Schedule C hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

[_____] ,
as Initial Grantor

By: _____
Name:
Title:

ROYAL BANK OF CANADA,
as Collateral Agent

By: _____
Name:
Title:

SCHEDULE A

United States Patents and Patent Applications

Registered owner/ Grantor	Patent Title	Country	Patent No. or Application No.

SCHEDULE B

United States Trademarks and Trademark Applications

Registered owner/ Grantor	Trademark	Country	Patent No. or Application No.

SCHEDULE C

United States Copyright Registrations

Registered owner/ Grantor	Title of Work	Country	Patent No. or Application No.

Exhibit I-7

EXHIBIT II
TO THE INTELLECTUAL PROPERTY
SECURITY AGREEMENT

FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT

SUPPLEMENT NO. [] (this “**Supplement**”) dated as of [], to the Intellectual Property Security Agreement dated as of May 16, 2011 among Eagle Parent, Inc. (the “**Borrower**”), EGL HOLDCO, INC. (“**Holdings**”), the Subsidiaries of the Company from time to time party thereto and Royal Bank of Canada, as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties.

A. Reference is made to the Credit Agreement dated as of May 16, 2011 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, each Lender from time to time party thereto, Royal Bank of Canada, as Administrative Agent and Collateral Agent, and the other parties thereto, pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit to the Borrower and the Hedge Banks to enter into Secured Hedge Agreements upon the terms and subject to the conditions therein.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to therein.

C. In connection with the Credit Agreement, the Borrower, Holdings and the other Grantors have entered into the Intellectual Property Security Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements. Section 5.14 of the Intellectual Property Security Agreement provides that additional Material Subsidiaries may become Grantors under the Intellectual Property Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Material Subsidiary (the “**New Grantor**”) is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Intellectual Property Security Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements from time to time under the terms of the Credit Agreement.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 5.14 of the Intellectual Property Security Agreement, the New Grantor by its signature below becomes a Grantor under the Intellectual Property Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Intellectual Property Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor’s right, title and interest in and to the Collateral (as defined in the Intellectual Property Security Agreement) of the New Grantor. Each reference to a “**Grantor**” in the Intellectual Property Security Agreement shall be deemed to include the New Grantor. The Intellectual Property Security Agreement is hereby incorporated herein by reference.

Exhibit II-1

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SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor, and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the Collateral and (b) set forth under its signature hereto is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the Collateral, including:

- (a) the Patents (as defined in the Intellectual Property Security Agreement) set forth in Schedule I hereto;
- (b) the registered Trademarks (as defined in the Intellectual Property Security Agreement) and Trademarks for which applications are pending set forth in Schedule I hereto; and
- (c) the registrations of Copyrights (as defined in the Intellectual Property Security Agreement) and Copyrights for which applications are pending set forth in Schedule I hereto.

SECTION 6. The grant of a security interest in the Collateral by the Grantor under this Supplement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Supplement secures the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 7. Grants, Rights and Remedies. This Supplement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. The New Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 8. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Supplement with respect to United States Patents, United States registered Trademarks and Trademarks for which United States applications are pending, and United States registered Copyrights listed in Schedule I hereto.

SECTION 9. Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect.

SECTION 10. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 11. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 12. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Intellectual Property Security Agreement.

SECTION 13. Reimbursement of the Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Intellectual Property Security Agreement.

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IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Intellectual Property Security Agreement as of the day and year first above written.

[NAME OF NEW GRANTOR]

By: _____
Name:
Title:

Jurisdiction of Formation:
Address Of Chief Executive Office:

ROYAL BANK OF CANADA,
as Collateral Agent

By: _____
Name:
Title:

SCHEDULE I
TO SUPPLEMENT NO. [] TO THE
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property

Patents and Patent Applications

Registered owner/ Grantor	Patent Title	Country	Patent No. or Application No.

Trademarks and Trademark Applications

Registered owner/ Grantor	Trademark	Country	Patent No. or Application No.

Copyrights and Copyright Applications

Registered owner/ Grantor	Title of Work	Country	Patent No. or Application No.