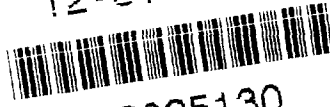


12-31-2002



102325130

FORM PTO-1594

RECOR

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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

1. Name of conveying party(ies):

RedPrairie Corp.

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

12-23-02

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

3. Nature of conveyance:

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

Execution Date: 11/05/02

2. Name and address of receiving party(ies):

Name: Silicon Valley Bank  
Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

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

OFFICE OF PUBLIC RECORDS  
2007 DEC 23 AM 9:36  
FINANCE SECTION  
ZIP 95054

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

A. Trademark Application No.(s)

76/292,813

~~76/322,364~~

76/324,796

76/400,028

B. Trademark No.(s)

2,056,393

2,536,664

2,012,377

2,514,489

Additional numbers attached?  Yes  No

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

Name: Silicon Valley Bank

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41):

Enclosed

Authorized to be charged to deposit account

~~\$315.00~~ 215.00

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

12/30/2002 DBYRNE 00000198 76292813

01 FE:0521 40.00 OP  
02 FC:0522 175.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Tracy Walton  
Name of Person Signing

Signature

12-10-02  
Date

Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK  
REEL: 002640 FRAME: 0639

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 5, 2002 by and between SILICON VALLEY BANK ("Bank") and REDPRAIRIE CORPORATION ("Grantor").

## RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan

Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

REDPRAIRIE CORPORATION

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

Title: EVP/CFO \_\_\_\_\_

BANK:

SILICON VALLEY BANK

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

Title: \_\_\_\_\_

Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

REDPRAIRIE CORPORATION

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

Title: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

By: Brent Parrault

Title: SCP

EXHIBIT A

## Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
✓ SEAMLES	Txu 956-867	June 22, 2000
MOC/MCS	Txu 956-00030	June 22, 2000
✓ CALM	Txu 974-814	June 22, 2000
✓ DCS	Txu 956-864	June 22, 2000
✓ TRACS	Txu 956-866	June 22, 2000
✓ LENS™ 1.3	Txu 1-035-508	July 24, 2001
✓ DLx® WM/D 5.1.2	Txu 1-042-983	July 24, 2001
✓ DLx® Labor 6.0	Txu 1-026-005	March 29, 2002
✓ DLx® LM 5.6	Txu 1-042-988	July 26, 2001
✓ DM Plus®	Txu 1-018-559	October 15, 2001
✓ DLx® Commander/QA 1.0.0	Txu 1-033-002	March 29, 2002
✓ DLx® Slotting 1.0.2	Txu 1-033-001	March 29, 2002
✓ LENS™ 2.0	Txu 1-033-000	March 29, 2002
DLx® WM/D 5.0.5	Applied For	July 23, 2001
DLx® WM/P 5.4	Applied For	March 28, 2002
DLx® Commander/Recall 1.0.0	Applied For	March 28, 2002
DLx® Supplier 1.0.0	Applied For	March 28, 2002
DLx® Transportation 5.1	Applied For	March 28, 2002

EXHIBIT B

Patents

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Distribution Manager®	2,056,393	April 22, 1997
DLx®	✓ 2,536,664	February 5, 2002
DM Plus®	✓ 2,012,377	October 29, 1996
McHugh Logo	✓ 2,514,489	December 4, 2001
DigitalLogistix™ Logo	✓ 76/292,813	July 31, 2001
DM Plus® Logo	✓ 76/322,364	October 9, 2001
LENS™	✓ 76/324,796	October 15, 2001
RedPrairie™	✓ 76/400,028	April 23, 2002

EXHIBIT D

Mask Works

None