

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
RedPrairie Holding, Inc.		05/23/2005	CORPORATION: DELAWARE
RedPrairie Corporation		05/23/2005	CORPORATION: DELAWARE
Wesely Software Development Corp.		05/23/2005	CORPORATION: CONNECTICUT
LTG (US) Inc.		05/23/2005	CORPORATION: DELAWARE
RedPrairie Logistix, Inc.		05/23/2005	CORPORATION: DELAWARE
RedPrairie Corporation Limited		05/23/2005	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2649039	
Registration Number:	2866333	COPLEX
Registration Number:	2699585	DIGITALOGISTIX
Registration Number:	2272546	DISPATCHER-CS
Registration Number:	2536664	DLX
Registration Number:	2766208	LENS
Registration Number:	2514489	MCHUGH
Registration Number:	2813777	REDPRAIRIE
Serial Number:	78551684	RFID ACCELERATOR

OP \$265.00 2649039

Serial Number:

78551708

RFID IGNITER

CORRESPONDENCE DATA

Fax Number: (213)996-3339

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 213-683-6339

Email: claudiaimmerzeel@paulhastings.com

Correspondent Name: Paul Hastings Janofsky & Walker LLP

Address Line 1: 515 South Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:

Claudia R Immerzeel

Signature:

/Claudia R Immerzeel/

Date:

05/23/2005

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 23rd day of May, 2005, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group (together with its successors, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of May 23, 2005 (as amended, restated, modified, supplemented, refinanced, renewed or extended from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among RedPrairie Holding, Inc., a Delaware corporation ("Parent"), RedPrairie Corporation, a Delaware corporation, the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement dated May 23, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its United States Trademarks and United States Trademark Intellectual Property Licenses to which it is a party including those Trademarks and Trademark Intellectual Property Licenses referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. To the extent required under the Security Agreement, Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new United States Trademarks and Intellectual Property Licenses concerning one or more United States Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

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

GRANTORS:

REDPRAIRIE HOLDING, INC.,
a Delaware corporation

By: D J Golob
Name: *David Golob*
Title: *President and Chief Executive Officer*

REDPRAIRIE CORPORATION,
a Delaware corporation

By: _____
Name:
Title

WESELEY SOFTWARE DEVELOPMENT CORP.,
a Connecticut corporation

By: _____
Name:
Title

LTG (US) INC.,
a Delaware corporation

By: _____
Name:
Title

[SIGNATURE PAGES TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

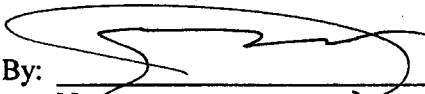
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

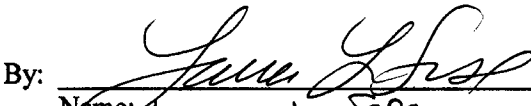
REDPRAIRIE HOLDING, INC.,
a Delaware corporation

By: _____
Name:
Title

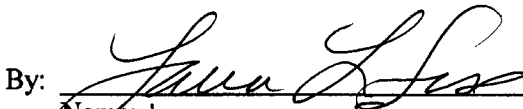
REDPRAIRIE CORPORATION,
a Delaware corporation

By:  _____
Name: John G. Jarzwick
Title: Company leader

WESELEY SOFTWARE DEVELOPMENT CORP.,
a Connecticut corporation

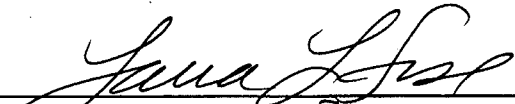
By:  _____
Name: Laura H. Fese
Title: Director

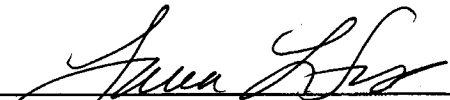
LTG (US) INC.,
a Delaware corporation

By:  _____
Name: Laura H. Fese
Title: Director

GRANTORS:

REDPRAIRIE LOGISTIX, INC.,
a Delaware corporation

By: 
Name: Laura L Fese
Title Director

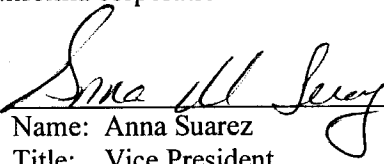

Signed by Laura L Fese

for and on behalf of **REDPRAIRIE CORPORATION LIMITED**

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
a California corporation

By:  _____
Name: Anna Suarez
Title: Vice President

[SIGNATURE PAGES TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark	Current Owner of Record	Registration/ Application Number	Jurisdiction	Date of Registration /Application	Status
Circle Logo & Design	RedPrairie Corporation	2,649,039	USA	12-Nov-2002	Registered
COPLEX	RedPrairie Corporation	2,866,333	USA	27-Jul-2004	Registered
Digitalogistix Logo & Design	RedPrairie Corporation	2,699,585	USA	25-Mar-2003	Registered
Dispatcher-CS	Logistics Technology Group (UK) Limited	2,272,546	USA	24-Aug-1999	Registered
DLx	RedPrairie Corporation	2,536,664	USA	5-Feb-2002	Registered
LENS	RedPrairie Corporation	2,766,208	USA	23-Sep-2003	Registered
McHugh Logo & Design	RedPrairie Corporation	2,514,489	USA	4-Dec-2001	Registered
RedPrairie	RedPrairie Corporation	2,813,777	USA	10-Feb-2004	Registered
RFID Accelerator™	RedPrairie Corporation	78/551,684	USA	21-Jan-2005	Submitted
RFID Igniter™	RedPrairie Corporation	78/551,708	USA	21-Jan-2005	Submitted