

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GEOCOMtms, Inc.		03/06/2007	INC. ASSOCIATION: CANADA
RECEIVING PARTY DATA			
Name:	RedPrairie Corporation		
Street Address:	20700 Swenson Drive		
City:	Waukesha		
State/Country:	WISCONSIN		
Postal Code:	53186		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2760028	A.MAZE	
CORRESPONDENCE DATA			
Fax Number:	(412)281-0717		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-454-5000		
Email:	docketingpgh@pepperlaw.com		
Correspondent Name:	Pepper Hamilton LLP		
Address Line 1:	One Mellon Center		
Address Line 2:	500 Grant Street		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	128331.24		
NAME OF SUBMITTER:	James M. Singer, Reg. No. 45,111		
Signature:	/James M. Singer/		
Date:	03/16/2007		

OP \$40.00 2760028

Total Attachments: 10

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EXECUTION COPY

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), dated March 6, 2007, is entered into by and between GEOCOMtms, Inc., a corporation organized under the laws of the Province of Quebec, Canada (the "Assignor") and RedPrairie Corporation, a corporation organized under the laws of the State of Delaware ("RedPrairie"), (the "Assignee").

WHEREAS, pursuant to the Stock and Asset Purchase Agreement dated February 14, 2007 by and among Assignor, Assignee, and others, Assignor agreed to irrevocably assign to Assignee the entire right, title and interest in and to the Intellectual Property (as defined below);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Stock and Asset Purchase Agreement and intending to be legally bound hereby, the parties hereto agree as follows:

DEFINITIONS

All undefined, capitalized terms used herein shall have the meaning given to them in the Stock and Asset Purchase Agreement. Additionally, the following definitions shall apply to this Assignment:

"Copyrights" means all United States, Canadian and other foreign registered copyrights, copyright applications, unregistered copyrights, copyrightable works and software (including, without limitation, data, source codes, object codes, objects, specifications and related documentation) and mask works owned by Assignor and used in connection with the Business, including all applications, registrations and renewals in connection therewith, including, without limitation, the registrations and applications set forth on Exhibit A.

"Intellectual Property" means Patents, Trademarks, Copyrights and Trade Secrets.

"Patents" means all patents and pending applications for patents of the United States, Canada and all countries foreign thereto owned by Assignor, including regional patents, certificates of invention and utility models, rights of license or otherwise to or under letters patent, certificates of invention and utility models which have been opened for public inspection, all inventions (whether patentable or unpatentable and whether or not reduced to practice) and all improvements thereto, and all reissues, divisions, continuations and extensions thereof, including, without limitation, the patents and patent applications set forth on Exhibit B.

"Trademarks" means all United States, Canadian and other foreign registered trademarks and service marks, and all trademark and service mark applications, unregistered trademarks and service marks, trade dress, logos, trade names, fictitious names, brand names, brand marks, domain names and corporate names, together with all translations, adaptations, derivations and combinations thereof, owned by Assignor and used in connection with the Business, and any registrations, applications, and renewals thereof, whether foreign or domestic,

and any goodwill associated therewith, including, without limitation, the trademarks, service marks, trade names and domain names set forth on Exhibit C.

"Trade Secrets" means all United States, Canadian and other foreign trade secrets and confidential business information (including, without limitation, ideas, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, proprietary rights, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals) owned by Assignor and used in connection with the Business.

COPYRIGHTS

1. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest, in and to the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States, Canada and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. In case any further action is reasonably necessary to consummate more effectively the transactions contemplated by this Assignment in accordance with the terms and conditions of this Assignment, each of the parties will take such further action as the other party reasonably may request.

TRADEMARKS

3. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States, Canada and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

4. In case any further action is reasonably necessary to consummate more effectively the transactions contemplated by this Assignment in accordance with the terms and conditions of this Assignment, each of the parties will take such further action as the other party reasonably may request.

PATENTS

5. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States, Canada and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

6. In case any further action is reasonably necessary to consummate more effectively the transactions contemplated by this Assignment in accordance with the terms and conditions of this Assignment, each of the parties will take such further action as the other party reasonably may request.

TRADE SECRETS

7. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Trade Secrets, including, but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

8. Assignor agrees that, if applicable, it will reasonably assist Assignee in acquiring and maintaining any available protections for, and confirming Assignee's title to, the Trade Secrets, at Assignee's sole expense.

GENERAL

9. Entire Agreement. This Assignment and the Stock and Asset Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

10. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

11. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Delaware, excluding any conflicts of laws or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

12. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

13. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

GEOCOMms Inc.

By: 

Name: Michael Nark

Title: Chief Executive Officer

RedPrairie Corporation

By: _____

Name: Laura L. Fese

Title: Chief Legal Officer and Corporate Secretary


Handwritten initials

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

GEOCOMtms Inc.

By: _____
Name: Michael Nark
Title: Chief Executive Officer

RedPrairie Corporation

By: 
Name: Laura L. Fese
Title: Chief Legal Officer and Corporate Secretary

ACKNOWLEDGMENT

STATE OF Wisconsin :

: ss.

COUNTY OF Waukesha :

Laura L. Fese, being duly sworn, says that she is the Chief Legal Officer and Corporate Secretary of RedPrairie Corporation, a Delaware corporation, and acknowledges that she did sign the Intellectual Property Assignment on behalf of RedPrairie Corporation., pursuant to due authority.

RedPrairie Corporation

By: Laura L. Fese

Name: Laura L. Fese

Title: Chief Legal Officer and Corporate Secretary

Sworn to and subscribed
before me this 6th day
of March 2007.

Barbara Bentz Olson
Notary Public

My commission expires: Jul 18, 2010

(SEAL)



ACKNOWLEDGMENT

PROVINCE OF Georgia :

: ss.

Michael Nark, being duly sworn, says that he is the Chief Executive Officer of GEOCOMms, Inc., a Canadian corporation, and acknowledges that [he/she] did sign the Intellectual Property Assignment on behalf of GEOCOMms, Inc., pursuant to due authority.

GEOCOMms, Inc.

By: *Michael Nark*

Name: Michael Nark

Title: Chief Executive Officer

Sworn to and subscribed
before me this 6th day
of March, 2007.

Jai Munnell
Notary Public

My commission expires: _____

(SEAL)

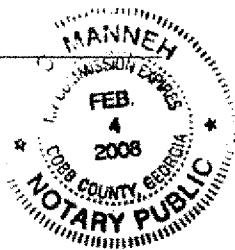


EXHIBIT A
COPYRIGHTS

A. Canada

Name	Status	Authors
ROUTX 1.5 (Software)	Registered under the number 494457 on October 29, 2001	Martin Duperron Robert Rainville Eric Blumhart Marc Belleau Richard Shupbach Jimmy Beaudoin Martin Lacasse Christian Falardeau Charles Bonneville André Bourassa
A.MAZE ROUTES 2.0	Registered under the number 1008557 on December 31, 2002	Jimmy Beaudoin Marc Belleau Eric Blumhart Michel Boies Charles Bonneville Nathalie Bougie Richard Couturier Guy Desbiens Sébastien Dubé Martin Duperron Christian Falardeau Martin Lacasse Robert Rainville Michael Roux Richard Shupbach

B. United States

None.

EXHIBIT B

PATENTS

A. Canada

Title	Filing Date	# application
Service Management for Multi-Compartment Vehicles	September 15, 2005	2,519,748
Management of Services for Vehicles with Multiple Compartments	September 15, 2004	2,480,544

B. United States

Title	Filing Date	# application
Service Management for Multi-Compartment Vehicles	September 15, 2005	11/227,447

EXHIBIT C
TRADEMARKS

A. Canada

Trademarks

Name	Status	Date	# registration
A.MAZE	Registered	October 3, 2003 (Registration)	TMA591503

Domain Names

geocomtms.com
amaze-solution.com
amaze-solution.net
amazesoftware.com
amazesoftware.net

Trade Names

GEOCOMtms, Inc.

B. United States

Trademarks

Name	Status	Date	# registration
A.MAZE	Registered	September 2, 2003 (Registration)	2,760,028

Domain Names

geocom-usa.com

Trade Names

GEOCOMtms USA, Inc.
