

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cube Route Inc.		04/03/2007	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Descartes Systems Group Inc.		
<b>Street Address:</b>	120 Randall Drive		
<b>City:</b>	Waterloo		
<b>State/Country:</b>	ONTARIO		
<b>Postal Code:</b>	N2V 1C6		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78543004	CUBE ROUTE	
<b>Registration Number:</b>	3203433		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(519)571-5044		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	519-575-7544		
<b>Email:</b>	michael.bean@gowlings.com		
<b>Correspondent Name:</b>	D. Michael Bean		
<b>Address Line 1:</b>	50 Queen Street North		
<b>Address Line 2:</b>	Suite 1020		
<b>Address Line 4:</b>	Kitchener, ONTARIO N2H 6M2		
<b>ATTORNEY DOCKET NUMBER:</b>	K0519587		
<b>NAME OF SUBMITTER:</b>	D. Michael Bean		
<b>Signature:</b>	/Michael Bean/		

CH \$65.00 78543004

Date:

05/09/2007

Total Attachments: 2

source=assignment#page1.tif

source=assignment#page2.tif

## TRADE-MARK ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS that CUBE ROUTE INC. ("Assignor"), having a principal office or place of business at 250 Ferrand Drive, Suite 1501, Toronto, Ontario M3C 3G8, in consideration of Two Dollars (\$2.00) and other good and valuable consideration to it paid by THE DESCARTES SYSTEMS GROUP INC. ("Assignee"), having a principal office or place of business at 120 Randall Drive, Waterloo, Ontario, N2V 1C6, the receipt whereof hereby acknowledged, has sold, assigned and transferred and does hereby sell, assign and transfer unto the said Assignee all of its right, title and interest in and to the Canadian trade-marks, the particulars of which are set out in Schedule "A" hereto (the "Trade-marks"), including all common law rights in the Trade-marks, together with the business and the goodwill of the business relating to the goods and services in association with which the Trade-marks have been used, as well as the right to recover for damages and profits for past infringement of the Trade-marks.

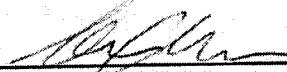
Assignor shall execute such further documents or instruments required to effect the purpose of this Agreement.

This Assignment shall be binding upon and enure to the benefit of the Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

Executed as of the 3<sup>rd</sup> day of April, 2007.

CUBE ROUTE INC.

Per:

  
\_\_\_\_\_

Name: Gene Walker

Title: Director

TRADEMARK

REEL: 003539 FRAME: 0537

**SCHEDULE "A"**

**CANADA**

1. Trade-mark: CUBE ROUTE  
Application No.: 1,223,785  
Registration No.: TMA672,419
2. Trade-mark: CUBE ROUTE Design  
Application No.: 1,224,108  
Registration No.: TMA658,988
3. Trade-mark: DRIVE VALUE  
Application No.: 1,295,575

**UNITED STATES**

1. Trade-mark: CUBE ROUTE  
Application No.: 78/543,004
2. Trade-mark: CUBE ROUTE Design  
Application No.: 78/543,050  
Registration No.: 3,203,433
3. Trade-mark: DRIVE VALUE  
Application No.: 78/873,535

WAT\_LAW\253534\1