

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REDPRAIRIE CORPORATION		10/06/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3487074	[CONSUMER DRIVEN OPTIMIZATION.]	
Registration Number:	3497756	DEMAND-DRIVEN WORKFORCE	
Registration Number:	3202150	RFID IGNITER	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	35037		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

OP \$90.00 3487074

900144966

**TRADEMARK
 REEL: 004075 FRAME: 0935**

Signature:	/pja/
Date:	10/08/2009
Total Attachments: 6 source=35037#page1.tif source=35037#page2.tif source=35037#page3.tif source=35037#page4.tif source=35037#page5.tif source=35037#page6.tif	

TRADEMARK SECURITY AGREEMENT dated as of October 6, 2009 (this "Agreement"), between REDPRAIRIE CORPORATION, a Delaware corporation ("Grantor"), and CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Administrative Agent (the "Administrative Agent").

Reference is made to the Second-Lien Guarantee and Collateral Agreement dated as of July 20, 2006 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among RedPrairie Holding, Inc., a Delaware corporation ("Holdings"), RedPrairie Corporation, a Delaware corporation, as Borrower (in such capacity, the "Borrower"), the Subsidiaries of the Borrower (as identified therein) and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second-Lien Credit Agreement dated as of July 20, 2006 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")), among Holdings, the Borrower, the Lenders party thereto, Credit Suisse, Cayman Islands Branch, as Administrative Agent, JPMorgan Chase Bank, N.A. and Credit Suisse Securities (USA) LLC, as Syndication Agents and Jefferies Finance LLC, as Documentation Agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, Grantor's right, title or interest in or to any and all of the following assets and properties that are included in the Article 9 Collateral as defined in the Security Agreement now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade 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 existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording 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 (the "Trademarks"); and

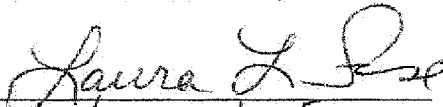
(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Intercreditor Agreement Governs. Notwithstanding any other provision contained herein, this Agreement, the liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement and, to the extent provided therein, the First-Lien Security Documents. In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement that relates solely to the rights or obligations of, or relationship between, the First-Lien Secured Parties and the Second-Lien Secured Parties, the provisions of the Intercreditor Agreement shall control.

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

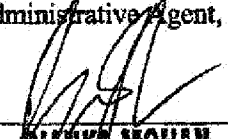
REDPRAIRIE CORPORATION,


by 
Name: Laura L. Fese
Title: Chief Legal Officer

[Trademark Security Agreement Signature Page]

[[NYCORP:3169688]]

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Administrative Agent,

By 
Name: **RIANKA MOHAN**
Title: **VICE PRESIDENT**

By 
Name: **VIPUL DHADDA**
Title: **ASSOCIATE**

[[NYCORP-3169688]]

Trademarks

Registrant (or Last Registered Owner)	Mark	Registration Number	Registration Date
RedPrairie Corporation	[Consumer Driven Optimization]®	3,487,074	8/19/08
RedPrairie Corporation	Demand Driven Workforce®	3,497,756	9/9/08
RedPrairie Corporation	RFID Igniter™	3,202,150	1/23/07

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