

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame 004075-0797		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		03/24/2010	national banking association:
RECEIVING PARTY DATA			
Name:	RedPrairie Corporation		
Street Address:	20700 Swenson Drive		
City:	Waukesha		
State/Country:	WISCONSIN		
Postal Code:	53186		
Entity Type:	CORPORATION: DELAWARE		
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:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins, c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th floor		
Address Line 2:	038263-0191		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038263-0191		
NAME OF SUBMITTER:	Adam Kummins		
Signature:	/Adam Kummins/		

OP \$90.00 3487074

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**TRADEMARK
 REEL: 004173 FRAME: 0603**

Date:

03/24/2010

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTEREST dated as of March 24, 2010 (this "Release"), by JPMORGAN CHASE BANK, N.A., as Administrative Agent (as defined below). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable, referred to below.

Reference is made to (i) the Credit Agreement dated as of July 20, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Existing Credit Agreement"), among RedPrairie Holding, Inc. ("Holdings"), RedPrairie Corporation (the "Borrower"), the lenders from time to time parties thereto (the "Lenders"), JPMorgan Chase Bank, N.A., as administrative agent thereunder (in such capacity, the "Administrative Agent"), JPMorgan Chase Bank, N.A. and Credit Suisse Securities (USA) LLC, as syndication agents, and Jefferies Finance LLC, as documentation agent, (ii) the Guarantee and Collateral Agreement dated as of July 20, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, the Borrower, the subsidiaries of the Borrower parties thereto and the Administrative Agent and (iii) the Trademark Security Agreement dated as of October 6, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") between the Borrower (in such capacity, the "Grantor") and the Administrative Agent. Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Security Agreement.

WHEREAS, pursuant to the Existing Credit Agreement, the Security Agreement and the Trademark Security Agreement, the Grantor granted a security interest to the Administrative Agent, for the benefit of the Secured Parties, in the Trademark Collateral (as defined in the Trademark Security Agreement) of the Grantor, including the Trademarks of the Grantor set forth on Schedule I hereto, which security interest was recorded with the United States Patent and Trademark Office on October 8, 2009 in Reel/Frame 004075/0797.

WHEREAS, in connection with the repayment of all Indebtedness and the termination of all Commitments under the Existing Credit Agreement, and the release of security interests under the Loan Documents, the Grantor has informed the Administrative Agent of its desire to obtain the release of all right, title and interest of the Administrative Agent, the Secured Parties and each other grantee or beneficiary in and to the Trademark Collateral granted under the Trademark Security Agreement.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby release, cancel, relinquish and discharge any and all security interests it has against the Trademark Collateral and reassigns all right, title and interest it has in the Trademark Collateral to the Grantor. The Administrative Agent agrees to make filings with the United States Patent and Trademark Office and other necessary filings, in each case as reasonably requested by the Grantor and at the expense of the Grantor, to evidence the release and termination of the Administrative Agent's security interests in the Trademark Collateral. The Administrative Agent shall take all further actions and provide to the Grantor (or its assigns or other legal representatives) all such cooperation and assistance, as reasonably requested by the Grantor and


at the expense of the Grantor, to more fully and effectively effectuate the purposes of this Release.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE ADMINISTRATIVE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

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IN WITNESS WHEREOF, the Administrative Agent has duly executed this Release as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: John G. Kowalczyk
Title: Executive Director

Schedule I
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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