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.		03/24/2010	CORPORATION: DELAWARE
RedPrairie Corporation		03/24/2010	CORPORATION: DELAWARE
BlueCube Software, Inc.		03/24/2010	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	banking corporation: SWITZERLAND

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	2760028	A.MAZE
Registration Number:	3053636	BLUECUBE SOFTWARE
Registration Number:	2649039	
Registration Number:	3487074	[CONSUMER DRIVEN OPTIMIZATION.]
Registration Number:	2866333	COPLEX
Registration Number:	3497756	DEMAND-DRIVEN WORKFORCE
Registration Number:	2699585	DIGITALOGISTIX
Registration Number:	2272546	DISPATCHER-CS
Registration Number:	2056393	DISTRIBUTION MANAGER
Registration Number:	2536664	DLX
Registration Number:	2012377	DM PLUS
Registration Number:	2105221	LABORDAY

OP $965.00 2760028

Registration Number:	2766208	LENS
Registration Number:	2514489	MCHUGH
Registration Number:	2058640	MINUTEMAN
Registration Number:	2202318	PUSH BUTTON SCHEDULER
Registration Number:	2813777	REDPRAIRIE
Registration Number:	3057529	RFID ACCELERATOR
Registration Number:	3202150	RFID IGNITER
Registration Number:	2048565	THE RIGHT PEOPLE, AT THE RIGHT PLACE, AT THE RIGHT TIME
Registration Number:	2122503	TIME TASK MANAGEMENT
Registration Number:	1678297	TIMECORP
Registration Number:	1655799	TIMECORP
Serial Number:	76018510	LOGISTICS CONFIGURATOR
Serial Number:	76018517	LOGISTICS EXCHANGE
Serial Number:	76018516	LOGISTICS EXECUTION NERVOUS SYSTEM
Serial Number:	76018518	LOGISTICS EXECUTION SUITE
Serial Number:	75576590	LOGISTICS EXECUTION SYSTEM
Serial Number:	76018515	LOGISTICS EXECUTIVE
Serial Number:	76018514	LOGISTICS INTEGRATOR
Serial Number:	76018513	LOGISTICS SERVER
Serial Number:	76018512	LOGISTICS SOLUTION SETS
Serial Number:	76018511	LOGISTICS SUITE
Serial Number:	78888800	[REVOLUTIONIZING THE CHAIN.]
Serial Number:	78551708	RFID INGITER
Serial Number:	75288101	TIMESTATION
Serial Number:	76255946	WAVE
Serial Number:	78844471	E2E

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

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/
Date:	03/25/2010

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 24, 2010 (this "Agreement"), among REDPRAIRIE HOLDING, INC. ("Holdings"), REDPRAIRIE CORPORATION (the "Borrower"), the subsidiaries of the Borrower party hereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of March 24, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, 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 Credit Agreement dated as of March 24, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among Holdings, the Borrower, the Lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. 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, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in each Grantor's right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such 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 (collectively, "Trademarks");

(b) all Contractual Obligations providing for the grant of any right to or under any Trademarks, including those listed on Schedule I; 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. Each 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 (and for the avoidance of doubt, Excluded Assets shall not be part of the Trademark Collateral).

SECTION 4. Applicable Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract.

[Signature Pages Follow]

Schedule I

I. Trademarks

Registered Owner	Mark	Registration Number	Expiration Date
RedPrairie Corporation	a.MAZE	2,760,028	Abandoned
BlueCube Software, Inc.	BLUECUBE SOFTWARE	3053636	31-Jan-16
RedPrairie Corporation	Circle Logo & Design	2649039	Abandoned
RedPrairie Corporation	Consumer Driven Optimization®	3,487,074	19-Aug-18
RedPrairie Corporation	COPLEX	2,866,333	27-Jul-14
RedPrairie Corporation	Demand Driven Workforce®	3,497,756	9-Sep-18
RedPrairie Corporation	DIGITALOGISTIX Logo & Design	2,699,585	Abandoned
RedPrairie Corporation	Dispatcher-CS®	2,272,546	Abandoned
RedPrairie Corporation	Distribution Manager	2,056,393	Abandoned
RedPrairie Corporation	DLx®	2,536,664	Cancelled
RedPrairie Corporation	DM Plus	2,012,377	Abandoned
BlueCube Software, Inc.	LABORDAY	2,105,221	Abandoned
RedPrairie Corporation	LENS®	2,766,208	23-Sep-13
RedPrairie Corporation	Logistics Configurator	76/018,510	Abandoned
RedPrairie Corporation	Logistics Exchange	76/018,517	Abandoned
RedPrairie Corporation	Logistics Execution Nervous System	76/018,516	Abandoned
RedPrairie Corporation	Logistics Execution Suite	76/018,518	Abandoned
RedPrairie Corporation	Logistics Execution System	75/576,590	Abandoned
RedPrairie Corporation	Logistics Executive	76/018,515	Abandoned
RedPrairie Corporation	Logistics Integrator	76/018,514	Abandoned
RedPrairie Corporation	Logistics Server	76/018,513	Abandoned
RedPrairie Corporation	Logistics Solution Sets	76/018,512	Abandoned
RedPrairie Corporation	Logistics Suite	76/018,511	Abandoned
RedPrairie Corporation	McHugh Logo & Design	2,514,489	Abandoned
BlueCube Software, Inc.	MINUTEMAN	2,058,640	Cancelled
BlueCube Software, Inc.	PUSH BUTTON SCHEDULER	2,202,318	3-Nov-18
RedPrairie Corporation	RedPrairie®	2,813,777	10-Feb-14
RedPrairie Corporation	Revolutionizing the Chain℠	78/888,800	Abandoned
RedPrairie Corporation	RFID ACCELERATOR	3,057,529	7-Feb-16
RedPrairie Corporation	RFID Igniter™	3,202,150	23-Jan-13
RedPrairie Corporation	RFID Ingiter™	78/551708	Abandoned
BlueCube Software, Inc.	THE RIGHT PEOPLE, AT THE RIGHT PLACE, AT THE RIGHT TIME	2,048,565	Cancelled
BlueCube Software, Inc.	TIME TASK MANAGEMENT	2,122,503	Abandoned
BlueCube Software, Inc.	TIMECORP	1,678,297	10-Mar-12
BlueCube Software, Inc.	TIMECORP	1,655,799	Cancelled
BlueCube Software, Inc.	TIMESTATION	75/288101	Abandoned
BlueCube Software, Inc.	WAVE	76/255946	Abandoned
RedPrairie Corporation	E2e	78844471	Abandoned

II. Trademark Applications

None.