

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
SmartTurn, Inc.		04/30/2010	CORPORATION: DELAWARE
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: 2			
Property Type	Number	Word Mark	
Registration Number:	3464391	SMARTTURN	
Registration Number:	3636921	SMART TURN	
CORRESPONDENCE DATA			
Fax Number:	(215)689-1498		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215.981.4302		
Email:	olszykc@pepperlaw.com		
Correspondent Name:	Christopher D. Olszyk		
Address Line 1:	Eighteenth & Arch Streets		
Address Line 2:	3000 Two Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799		
ATTORNEY DOCKET NUMBER:	128331.48		
NAME OF SUBMITTER:	Christopher D. Olszyk, Jr.		
Signature:	/CDO/		

OP \$65.00 3464391

Date:

05/19/2010

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is effective on the 30th day of April, 2010 by and between SmartTurn, Inc., a Delaware corporation ("Assignor"), and RedPrairie Corporation, a Delaware corporation ("Assignee").

WHEREAS, pursuant to an Asset Purchase Agreement of even date herewith by and between Assignor and Assignee (the "Purchase Agreement"), Assignee has agreed to purchase all of the assets of Assignor relating to the Business (as defined in the Purchase Agreement); and

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to irrevocably assign to Assignee Assignor's 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 Purchase Agreement and intending to be legally bound hereby, the parties hereto agree as follows:

Definitions

"Copyrights" means moral rights and copyrights in any work of authorship, and all versions, releases, customizations and improvements of such works (including but not limited to databases and computer software, including all source code, object code, firmware, development tools, files, records and data, and all media on which any of the foregoing is recorded), mask works, registrations and applications, renewals, reissues and extensions for any of the foregoing; all joint or partial interests in any of the foregoing; and all rights to pursue, recover and retain damages, costs and attorneys' fees for past, present and future infringement or misappropriations of the foregoing; including but not limited to the registrations and applications set forth on Exhibit A.

"Intellectual Property" means all Patents, Trademarks, Copyrights, Confidential Information (as defined in the Purchase Agreement) and other intellectual property rights under any laws or international conventions throughout the world that are owned by Assignor.

"Patents" means patents (including but not limited to continuations, continuations-in-part, divisionals, renewals, reissues, and extensions thereof), inventions or discoveries (including but not limited to processes, machines, compositions of matter, formulas, techniques, concepts and ideas) whether patentable or not, and whether reduced to practice or not; registrations and applications (including provisional applications), renewals, reissues and extensions for any of the foregoing; all joint or partial interests in any of the foregoing; and all rights to pursue, recover and retain damages, costs and attorneys' fees for past, present and future infringement or misappropriations of the foregoing; including but not limited to the patents and patent applications listed on Exhibit B.

"Trademarks" means trademarks, service marks, Internet domain names, web pages, URLs, logos, trade names and trade dress, brand names, model names, corporate names

and other source indicators; and all goodwill related thereto; registrations and applications, renewals, reissues and extensions for any of the foregoing; all joint or partial interests in any of the foregoing; and all rights to pursue, recover and retain damages, costs and attorneys' fees for past, present and future infringement or misappropriations of the foregoing; including but not limited to the trademarks and service marks set forth on Exhibit C.

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 throughout the world, moral rights therein, 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. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Copyrights.

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 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. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars.

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 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. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments

and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

OTHER

7. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Confidential Information and other Intellectual Property, 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 Confidential Information and other Intellectual Property, at Assignee's sole expense.

GENERAL

9. Entire Agreement. This Assignment and the 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 rule or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

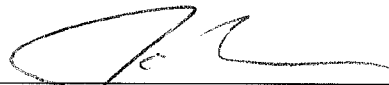
12. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

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.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

SMARTTURN, INC.

By: 
Name: James Burleigh, Jr.
Title: Chief Executive Officer

REDPRAIRIE CORPORATION

By: _____
Name: Laura L. Fese

Title: Chief Legal Officer

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

SMARTTURN, INC.

By: _____
Name:
Title:

REDPRAIRIE CORPORATION

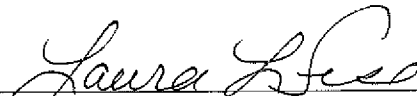
By: 
Name: Laura L. Fese
Title: Chief Legal Officer

EXHIBIT A
COPYRIGHTS

Common Law Copyrights:

Company Internet Content:

All content posted on any internet pages at www.smartturn.com

Company Software:

1. Design and Code for the Security System.
2. Design and Code for the Inventory Engine.
3. Design and Code for the SmartTurn Service Layer containing application metadata.
4. Design and Code for the Activity Network.
5. All Specifications and Requirements documents.
6. The SmartTurn technology Roadmap.
7. Issue and Defect Database as stored in Jira.
8. Processes and Procedures stored in Confluence
9. Designs stored in the Enterprise Architect database as UML designs

Company Copyrighted Marketing Materials:

AAdvantage North America customer case study
Argent Associates customer case study
Frozen Gourmet customer case study
Global Environmental Systems customer case study
Giumarra Associates customer case study
Habitat for Humanity customer case study
IDC Construction customer case study
Oracle CMS customer case study
Osteogenics customer case study
Prologistics customer case study
Racer Cartage customer case study
R.W. Sox customer case study
SBC Fulfillment customer case study
S.W.A.T. customer case study
ThyssenKrupp Steel USA customer case study
USA Cycling customer case study
West International Medical Supplies customer case study
Wilson County customer case study
Big Companies Momentum press release

SmartTurn eyefortransport Green Transportation Summit press release
Frost & Sullivan Customer Value Award press release
SmartTurn Food Logistics 100 2008 press release
SmartTurn Milestone press release
Schenker customer press release
SmartTurn Business Growth press release
SmartTurn Inbound Logistics 100 2009 press release
AGS customer press release
SmartTurn Supply & Demand Chain Executive 100 2009 press release
SmartTurn SupplyChainBrain 100 2009 press release
Economic Recovery press release
AMR Webinar media alert
SBC Event media alert
SmartTurn NetSuite partner press release
SmartTurn Food Logistics 100 2009 press release
West International customer press release
USA Cycling customer press release
88 West Intermodal customer press release
Automotive Logistics byline (all versions)
Companies' biggest vulnerability byline (all versions)
Food Traceability and the Supply Chain byline (all versions)
New Supply Chain Thinking byline (all versions)
Material Handling Success and Inventory byline (all versions)
Upgrading WMS byline (all versions)
Green Initiatives byline (all versions)
Swine Flu: The Moment of Truth byline (all versions)
WMS 2.0 Collaboration byline (all versions)
SmartTurn Corporate Overview presentation (all versions)
SmartTurn Argent SCOPE East 2009 presentation
SmartTurn Komyo SCOPE West 2009 presentation
SmartTurn Komyo Event 2009 presentation
SmartTurn SBC Fulfillment Event 2009 presentation
SmartTurn WMS Datasheet
SmartTurn Hospitality Datasheet
SmartTurn Healthcare Datasheet
SmartTurn IMS Datasheet
SmartTurn WMS Datasheet
SmartTurn Partner Program Datasheet
SmartTurn Quickstarts Datasheet
SmartTurn Inventory Management Datasheet
SmartTurn SaaS FAQ
SmartTurn Supply Chain Survival Kit sheet
SmartTurn Requirements (all versions)
SmartTurn Offering (all versions)
SmartTurn Corporate Brochure (all versions)
SmartTurn NetSuite Brochure (all versions)
SmartTurn Barcode ID Brochure (all versions)
SmartTurn ScanIT Brochure (all versions)
SmartTurn SysID Brochure (all versions)
SmartTurn AIM Brochure (all versions)
SmartTurn ExtenData Brochure (all versions)
SmartTurn Solusoft Brochure (all versions)
SmartTurn Getting Started Guide
GES—Kenny Gravitt customer video

Verde Fulfillment customer video
SBC Fulfillment customer video
Komyo customer video
IDC Construction customer video
Barcode Inventory Control SEO content
Inventory Control SEO content
Quickbooks Inventory Warehouse SEO content
Warehouse Management System SEO content
Web-based Inventory Management SEO content
WMS System SEO content
Online Inventory Control SEO content
Green Supply Chain SEO content
NetSuite landing page
WMS 101 Best Practices Putaway
WMS 101 Best Practices Picking
WMS 101 Best Practices Picking Systems and Technology
WMS 101 Best Practices Receiving
SmartTurn Demo Ad Template (all versions)
SmartTurn Holiday Ad Template (all versions)
12 Month Roadmap presentation
SmartTurn Demo presentation
2008 World Trade Magazine Webinar slides
Webinar Deck April 2008
1.4 Concept Initial (all versions)
1.4 Definition Meeting (all versions)
Dashboard Proposal

EXHIBIT B

PATENTS

NONE

EXHIBIT C
TRADEMARKS

Mark	App./Reg. #	App / Reg. Date	Country
SMARTTURN	3,464,391	July 8, 2008	US
SMART TURN	3,363,921	June 9, 2009	US

Common Law Trademarks:

None.

Domain names:

greenwarehousing.com

invsystem.com

mywarehouse.biz

mywarehouse.com

mywarehouse.info

mywarehouse.us

relaylogistics.biz

relaylogistics.com

relaylogistics.info

relaylogistics.net

smartturn.co.uk

smartturn.com

smartturn.net

smartturn.net.cn

smartturn.org

virtualwms.com

wms101.com

wmssystem.com