

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RedPrairie Corporation		08/06/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	banking corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3464391	SMARTTURN	
Registration Number:	3636921	SMART TURN	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038263-0263		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		

Date:

08/07/2012

**Total Attachments: 5**

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## SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This **SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**, dated as of August 6, 2012 (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, including by that certain Master Reaffirmation Agreement, dated as of the date hereof, 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 Amended and Restated Credit Agreement dated August 6, 2012 (as amended, supplemented or otherwise modified from time to time and, together, with the Security Agreement, the "Credit Agreements") 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. Borrower will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreements and is 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

(c) 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]

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: Executive Vice President, Chief  
Legal Officer, Corporate Secretary

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

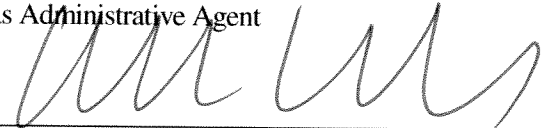
[Signature Page to Supplemental Trademark Security Agreement]


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: Executive Vice President, Chief  
Legal Officer, Corporate Secretary


CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Administrative Agent

By:   
Name: ROBERT HETU  
Title: MANAGING DIRECTOR

By:   
Name: KEVIN BUDDHEW  
Title: ASSOCIATE

**Schedule I**

**I. Trademarks**

<b>Registered Owner</b>	<b>Mark</b>	<b>Application No. Filing Date</b>	<b>Registration No. Registration Date</b>
RedPrairie Corporation	SMARTTURN	78906401 12-JUN-2006	3464391 08-JUL-2008
RedPrairie Corporation		78931383 17-JUL-2006	3636921 09-JUN-2009

**II. Trademark Applications**

None.