

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REDPRAIRIE CORPORATION		12/21/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK ORGANIZED AND EXISTING UNDER THE LAWS OF SWITZERLAND: SWITZERLAND

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2140575	CHAINTRACK
Registration Number:	3487074	[CONSUMER DRIVEN OPTIMIZATION.]
Registration Number:	2866333	COPLEX
Registration Number:	3186206	CT2020
Registration Number:	3497756	DEMAND-DRIVEN WORKFORCE
Registration Number:	3186207	GEM2020
Registration Number:	2202318	PUSH BUTTON SCHEDULER
Registration Number:	2813777	REDPRAIRIE
Registration Number:	3202150	RFID IGNITER
Registration Number:	3464391	SMARTTURN
Registration Number:	3363921	CANCUN INTERNATIONAL FILM FESTIVAL
Registration Number:	3180045	SOFTDX
Registration Number:	3065361	SOFTECHNICS
Registration Number:	3180044	SOFTGROCER

**TRADEMARK**

Registration Number:	2140565	SOFTLINK
Registration Number:	2240138	SOFTORDER
Registration Number:	3732820	SOFTPORTAL
Registration Number:	3720119	SOFTRETAIL
Registration Number:	3189061	SOFTSPA

**CORRESPONDENCE DATA**

Fax Number: 7147558290

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0263
NAME OF SUBMITTER:	KRISTIN J AZCONA
Signature:	/KJA/
Date:	12/28/2012

**Total Attachments: 10**

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

**SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of December 21, 2012 (this "Agreement"), among RP CROWN HOLDING, LLC ("Holdings"), RP CROWN PARENT, LLC (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 Second Lien Guarantee and Collateral Agreement dated as of December 21, 2012 (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 Second Lien Credit Agreement dated as of December 14, 2012 (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.

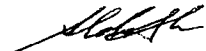
SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of December 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Initial First Lien Agent and First Lien Representative and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Initial Second Lien Agent and Second Lien Representative and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature Pages Follow]

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

RP CROWN PARENT, LLC

By:



\_\_\_\_\_  
Name: Alok Singh  
Title: Prrsi dent

RP CROWN HOLDING, LLC

By:




\_\_\_\_\_  
Name: Alok Singh  
Title: Prrsi dent


[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
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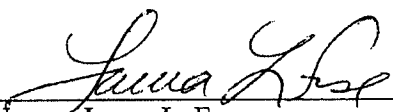
REDPRAIRIE CORPORATION

By:   
Name: Laura L. Fese  
Title: Executive Vice President, Chief  
Legal Officer, & Corporate Secretary

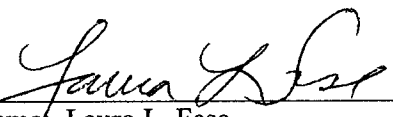
WESELEY SOFTWARE DEVELOPMENT  
CORP.

By:   
Name: Laura L. Fese  
Title: Vice President & Corporate  
Secretary

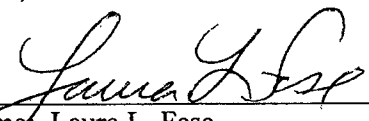
REDPRAIRIE SERVICES CORPORATION

By:   
Name: Laura L. Fese  
Title: Corporate Secretary

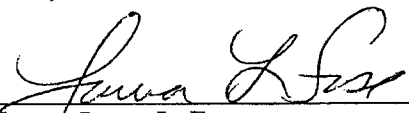
MULTI-CHANNEL HOLDINGS, INC.

By:   
Name: Laura L. Fese  
Title: Vice President & Secretary

MULTI-CHANNEL INTERMEDIATE  
HOLDINGS, INC.


By:   
Name: Laura L. Fese  
Title: Vice President & Secretary

ESCALATE, INC.

By:   
Name: Laura L. Fese  
Title: Corporate Secretary

JDA SOFTWARE GROUP, INC.

By:



Name: Hamish Brewer  
Title: CHIEF EXECUTIVE OFFICER

JDA SOFTWARE, INC.


By:



Name: Hamish Brewer  
Title: CHIEF EXECUTIVE OFFICER

JDA WORLDWIDE, INC.

By:



Name: Hamish Brewer  
Title: CHIEF EXECUTIVE OFFICER

JDA SOFTWARE SERVICES, INC.

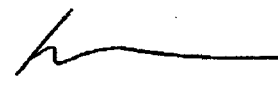
By:



Name: Hamish Brewer  
Title: CHIEF EXECUTIVE OFFICER

MANUGISTICS SERVICES, INC.

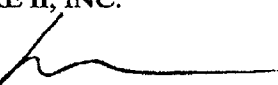
By:



Name: Hamish Brewer  
Title: CHIEF EXECUTIVE OFFICER

MANUGISTICS HOLDINGS  
DELAWARE II, INC.

By:



Name: Hamish Brewer  
Title: CHIEF EXECUTIVE OFFICER

[Signature Page to Second Lien Trademark Security Agreement]

I2 TECHNOLOGIES, INC.

By:



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Name: Hamish Brewer  
Title: CHIEF EXECUTIVE OFFICER

I2 TECHNOLOGIES INTERNATIONAL  
SERVICES, LLC

By:



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Name: Hamish Brewer  
Title: CHIEF EXECUTIVE OFFICER

JDA SOFTWARE RUSSIA HOLDINGS,  
INC.

By:



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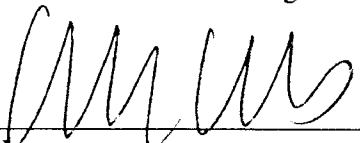
Name: Hamish Brewer  
Title: CHIEF EXECUTIVE OFFICER

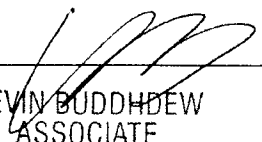
*[Signature Page to Second Lien Trademark Security Agreement]*

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CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Administrative Agent

By:   
Name: ROBERT HETU  
Title: MANAGING DIRECTOR

By:   
Name: KEVIN BUDDH DEW  
Title: ASSOCIATE

*[Signature Page to Second Lien Trademark Security Agreement]*

TRADEMARKS

<b>Registrant (or Last Registered Owner)</b>	<b>Trademark Description</b>	<b>Application / Registration Number</b>	<b>Jurisdiction</b>
Escalate, Inc.	Blue Martini Software	2,425,596	USA
Escalate, Inc.	Blue Martini Software & Design	2,527,935	USA
Escalate, Inc.	Blue Martini Software & Design	3,637,628	USA
RedPrairie Corporation	Chaintrack	2,140,575	USA
RedPrairie Corporation	[Consumer Driven Optimization] <sup>®</sup>	3,487,074	USA
RedPrairie Corporation	COPLEX <sup>®</sup>	2,866,333	USA
RedPrairie Corporation	CT2020	3,186,206	USA
RedPrairie Corporation	Demand Driven Workforce <sup>®</sup>	3,497,756	USA
Escalate, Inc.	Ecometry	2,523,486	USA
Escalate, Inc.	Escalate Retail	3,633,915	USA
Escalate, Inc.	Escalate Retail & Design	3,633,913	USA
RedPrairie Corporation	GEM2020	3,186,207	USA
RedPrairie Corporation	Push Button Scheduler	2,202,318	USA
RedPrairie Corporation	RedPrairie <sup>®</sup>	2,813,777	USA
RedPrairie Corporation	RFID Igniter <sup>™</sup>	3,202,150	USA
RedPrairie Corporation	Smartturn	3,464,391	USA
RedPrairie Corporation	Smart Turn	3,363,921	USA
RedPrairie Corporation	SOFTDX	3,180,045	USA
RedPrairie Corporation	SOFTECHNICS	3,065,361	USA
RedPrairie Corporation	SOFTGROCER	3,180,044	USA
RedPrairie	SOFTLINK	2,140,565	USA

<b>Registrant (or Last Registered Owner)</b>	<b>Trademark Description</b>	<b>Application / Registration Number</b>	<b>Jurisdiction</b>
Corporation			
RedPrairie Corporation	SOFTORDER	2,240,138	USA
RedPrairie Corporation	SOFTPORTAL	3,732,820	USA
RedPrairie Corporation	SOFTRETAIL	3,720,119	USA
RedPrairie Corporation	SOFTSPA	3,189,061	USA
RedPrairie Corporation	PLANORA	85,408,119	USA

<b>REGISTRANT (OR LAST REGISTERED OWNER)</b>	<b>Trademark Description</b>	<b>SERIAL NUMBER</b>	<b>Jurisdiction</b>
JDA Software Group, Inc.	ARTHUR	76538195	USA
JDA Software Group, Inc.	COMPASSENTERPRISE	74442938	USA
JDA Software Group, Inc.	E3	74662638	USA
JDA Software Group, Inc.	FMX FREIGHTMATRIX	76143297	USA
JDA Software Group, Inc.	FREIGHTMATRIX	75935914	USA
JDA Software Group, Inc.	I2	74481997	USA
JDA Software Group, Inc.	I2	75871649	USA
JDA Software Group, Inc.	I2	76143295	USA
JDA Software Group, Inc.	i2	76520935	USA
JDA Software Group, Inc.	I2	76520936	USA
JDA Software Group, Inc.	INTACTIX	74686362	USA
JDA Software Group, Inc.	JDA	74737200	USA
JDA Software Group, Inc.	JDA	74705811	USA

<b>REGISTRANT (OR LAST REGISTERED OWNER)</b>	<b>Trademark Description</b>	<b>SERIAL NUMBER</b>	<b>Jurisdiction</b>
JDA Software Group, Inc.	JDA REAL DEMAND CHAIN RESULTS & Design	78872183	USA
JDA Software Group, Inc.	JDA Stylized	85114304	USA
JDA Software Group, Inc.	MANUGISTICS	74186359	USA
JDA Software Group, Inc.	MMS	75117010	USA
JDA Software Group, Inc.	PRICE SENSITIVE REVENUE MANAGEMENT	85208702	USA
JDA Software Group, Inc.	SUPPLY CHAIN NATION	85534660	USA
JDA Software Group, Inc.	SUPPLY CHAIN NOW	85347407	USA
JDA Software Group, Inc.	THE SUPPLY CHAIN COMPANY	76695579	USA
JDA Software Group, Inc.	THE SUPPLY CHAIN COMPANY	76695580	USA
JDA Software Group, Inc.	THE SUPPLY CHAIN COMPANY	76695581	USA
JDA Software Group, Inc.	THE SUPPLY CHAIN COMPANY	76695582	USA
JDA Software Group, Inc.	THE SUPPLY CHAIN COMPANY	76695583	USA
JDA Software Group, Inc.	ILAB	85663013	USA
JDA Software Group, Inc.	WDS	74435122	USA