TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JDA SOFTWARE GROUP, INC.		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: 27

Property Type	Number	Word Mark
Serial Number:	76538195	ARTHUR
Serial Number:	74442938	COMPASSENTERPRISE
Serial Number:	74662638	E3
Serial Number:	76143297	FMX FREIGHTMATRIX
Serial Number:	75935914	FREIGHTMATRIX
Serial Number:	74481997	I2
Serial Number:	75871649	I2
Serial Number:	76143295	I2
Serial Number:	76520935	I2
Serial Number:	76520936	I2
Serial Number:	74686362	INTACTIX
Serial Number:	74737200	JDA
Serial Number:	74705811	JDA
Serial Number:	78872183	JDA REAL DEMAND CHAIN RESULTS.

OP $690.00 76538195

Serial Number:	85114304	JDA
Serial Number:	74186359	MANUGISTICS
Serial Number:	75117010	MMS
Serial Number:	85208702	PRICE SENSITIVE REVENUE MANAGEMENT
Serial Number:	85534660	SUPPLY CHAIN NATION
Serial Number:	85347407	SUPPLY CHAIN NOW
Serial Number:	76695579	THE SUPPLY CHAIN COMPANY
Serial Number:	76695580	THE SUPPLY CHAIN COMPANY
Serial Number:	76695581	THE SUPPLY CHAIN COMPANY
Serial Number:	76695582	THE SUPPLY CHAIN COMPANY
Serial Number:	76695583	THE SUPPLY CHAIN COMPANY
Serial Number:	85663013	ILAB
Serial Number:	74435122	WDS

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:	01/31/2013

Total Attachments: 10

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EXECUTION COPY

FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST 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 First 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 First 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

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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]

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: President

RP CROWN HOLDING, LLC

By: _____
Name: Alok Singh
Title: President

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

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

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

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

I2 TECHNOLOGIES, INC.

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

By: _____

Name: Hamish Brewer
Title: CHIEF EXECUTIVE OFFICER

I2 TECHNOLOGIES INTERNATIONAL SERVICES, LLC

By: _____

Name: Hamish Brewer
Title: CHIEF EXECUTIVE OFFICER

JDA SOFTWARE RUSSIA HOLDINGS, INC.

By: _____

Name: Hamish Brewer
Title: CHIEF EXECUTIVE OFFICER

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

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent

By: _____
Name: ROBERT HETU
Title: MANAGING DIRECTOR

By: _____
Name: KEVIN BUDDHDEW
Title: ASSOCIATE

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

TRADEMARKS

Registrant (or Last Registered Owner)	Trademark Description	Application / Registration Number	Jurisdiction
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]®	3,487,074	USA
RedPrairie Corporation	COPLEX®	2,866,333	USA
RedPrairie Corporation	CT2020	3,186,206	USA
RedPrairie Corporation	Demand Driven Workforce®	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®	2,813,777	USA
RedPrairie Corporation	RFID Igniter™	3,202,150	USA
RedPrairie Corporation	Smartturn	3,464,391	USA
RedPrairie Corporation	Smart Turn	3,636,921	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

Registrant (or Last Registered Owner)	Trademark Description	Application / Registration Number	Jurisdiction
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

REGISTRANT (OR LAST REGISTERED OWNER)	Trademark Description	SERIAL NUMBER	Jurisdiction
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

REGISTRANT (OR LAST REGISTERED OWNER)	Trademark Description	SERIAL NUMBER	Jurisdiction
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