

TRADEMARK ASSIGNMENT
700501669

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the erroneous recordation from Registration No. 3383921 previously recorded on Reel 004930 Frame 0766. Assignor(s) hereby confirms the 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: 2			
Property Type	Number	Word Mark	
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, 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		

OP \$65.00 3636921



United States Patent and Trademark Office

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Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

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	

TRADEMARK**REEL: 004976 FRAME: 0325**

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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
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
 Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 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

TRADEMARK**REEL: 004976 FRAME: 0326**

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Signature:	/KJA/
Date:	12/28/2012
Total Attachments: 10 source=Kuiper - Second Lien Trademark Security Agreement#page1.tif source=Kuiper - Second Lien Trademark Security Agreement#page2.tif source=Kuiper - Second Lien Trademark Security Agreement#page3.tif source=Kuiper - Second Lien Trademark Security Agreement#page4.tif source=Kuiper - Second Lien Trademark Security Agreement#page5.tif source=Kuiper - Second Lien Trademark Security Agreement#page6.tif source=Kuiper - Second Lien Trademark Security Agreement#page7.tif source=Kuiper - Second Lien Trademark Security Agreement#page8.tif source=Kuiper - Second Lien Trademark Security Agreement#page9.tif source=Kuiper - Second Lien Trademark Security Agreement#page10.tif	
RECEIPT INFORMATION ETAS ID: TM255247 Receipt Date: 12/28/2012 Fee Amount: \$490	

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TRADEMARK

REEL: 004976 FRAME: 0327

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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: President

RP CROWN HOLDING, LLC


By:



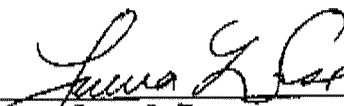
Name: Alok Singh
Title: President

[Signature Page to Second Lien Trademark Security Agreement]

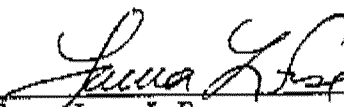
REDPRAIRIE CORPORATION

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

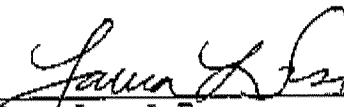
WESELEY SOFTWARE DEVELOPMENT
CORP.

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

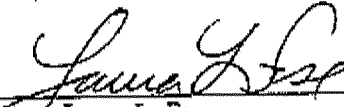
REDPRAIRIE SERVICES CORPORATION

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

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.

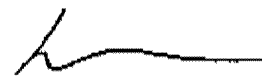
By:



Name: Hamish Brewer
Title: CHIEF EXECUTIVE OFFICER

JDA SOFTWARE SERVICES, INC.

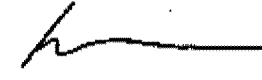
By:



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: 

Name: Hamish Brewer
Title: CHIEF EXECUTIVE OFFICER

I2 TECHNOLOGIES INTERNATIONAL
SERVICES, LLC

By: 

Name: Hamish Brewer
Title: CHIEF EXECUTIVE OFFICER

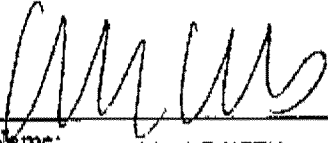
JDA SOFTWARE RUSSIA HOLDINGS,
INC.

By: 

Name: Hamish Brewer
Title: CHIEF EXECUTIVE OFFICER

[Signature Page to Second Lien Trademark Security Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Administrative Agent

By: 
Name: ROBERT HETU
Title: MANAGING DIRECTOR

By: 
Name: KEVIN BUDDHEW
Title: ASSOCIATE

[Signature Page to Second Lien Trademark Security Agreement]