

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Descartes Systems Group Inc.		03/07/2013	CORPORATION: ONTARIO

RECEIVING PARTY DATA

Name:	Bank of Montreal, as agent
Street Address:	First Canadian Place
Internal Address:	11th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5X 1A1
Entity Type:	Canadian chartered bank: CANADA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2826766	DESCARTES
Registration Number:	2828740	DESCARTES
Registration Number:	2778817	D DESCARTES
Registration Number:	2861830	DESCARTES
Registration Number:	3252910	CUBE ROUTE
Registration Number:	3203433	

CORRESPONDENCE DATA

Fax Number: 3125585700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 312 558-6352
 Email: lkonrath@winston.com
 Correspondent Name: Laura Konrath
 Address Line 1: 35 W Wacker Drive
 Address Line 2: Winston & Strawn LLP, Suite 3600

CH \$165.00 2826766

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:

11555-10

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Laura Konrath

Signature:

/Laura Konrath/

Date:

03/15/2013

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated March 7, 2013, is made by The Descartes Systems Group Inc., an Ontario corporation (the "Grantor"), in favor of Bank of Montreal, as administrative agent (the "Agent") for the Lender Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Grantor has entered into a General Security Agreement dated as of March 7, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Agent. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

AND WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the benefit of the Agent and the Lender Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the benefit of the Agent and the Lender Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the United States patents and patent applications set forth in Schedule A hereto (the "Patents");
- (b) the United States trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks or Service Marks");
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;
- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach

with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor.

SECTION 3. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THE DESCARTES SYSTEMS GROUP INC.

By: _____

Name: J. Swift Pagan
Title: Chief Corporate Officer

By: _____

Name: _____
Title: _____

ACCEPTED and ACKNOWLEDGED by:

BANK OF MONTREAL, as administrative agent

By: _____

Name:
Title:

By: _____

Name:
Title:

[Signature Page to IP Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


THE DESCARTES SYSTEMS GROUP INC.

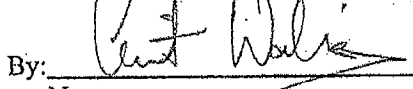
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ACCEPTED and ACKNOWLEDGED by:

BANK OF MONTREAL, as administrative agent

By: 
Name: Kerry O'Neill
Title: Managing Director

By: 
Name: Armit Walia
Title: Director

[Signature Page to IP Security Agreement]

Schedule A
to
Intellectual Property Security Agreement

PATENTS

I. PATENT REGISTRATIONS

Owner	Country	Patent No.
The Descartes Systems Group Inc.	US	6675172

II. PATENT APPLICATIONS

None.

Schedule B
to
Intellectual Property Security Agreement

TRADEMARKS

I. TRADEMARK REGISTRATIONS

Registration No.	Trademark
2826766	Descartes (Class 9)
2828740	Descartes (Classes 41 & 42)
2778817	Descartes & Design (Class 9)
2861830	Descartes & Design (Classes 41 & 42)
3252910	Cube Route
3203433	Cube Route Design

II. TRADEMARK APPLICATIONS

None.

Schedule C
to
Intellectual Property Security Agreement

COPYRIGHTS

I. COPYRIGHT REGISTRATIONS

None.

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.