

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E2OPEN, INC.		10/07/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	BRIDGE BANK, NATIONAL ASSOCIATION
Street Address:	55 Almaden Blvd.
Internal Address:	Suite 150
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2698467	
Registration Number:	2719688	E2OPEN
Registration Number:	2696414	E2OPEN
Registration Number:	2687120	E2OPEN

CORRESPONDENCE DATA	
Fax Number:	2136305846
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	213-891-0700
Email:	meason@buchalter.com
Correspondent Name:	Michele A. Eason, Sr. Paralegal
Address Line 1:	1000 Wilshire Blvd.
Address Line 2:	Suite 1500
Address Line 4:	Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	B7285-0027	TRADEMARK
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CH \$115.00 2698467

NAME OF SUBMITTER:	Michele A. Eason
Signature:	/Michele A. Eason/
Date:	10/10/2013
Total Attachments: 6 source=Intellectual Property Security Agreement (executed) (2)#page1.tif source=Intellectual Property Security Agreement (executed) (2)#page2.tif source=Intellectual Property Security Agreement (executed) (2)#page3.tif source=Intellectual Property Security Agreement (executed) (2)#page4.tif source=Intellectual Property Security Agreement (executed) (2)#page5.tif source=Intellectual Property Security Agreement (executed) (2)#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 7, 2013, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and E2OPEN, INC., a Delaware corporation ("Grantor") is made with reference to the Business Financing Agreement, dated as of October 7, 2013 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
- (f) design rights;
- (g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the

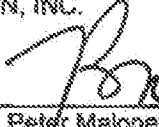
Financing Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[Signature page(s) to follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

E2OPEN, INC.

By: 
Name: Peter Maloney
Title: Chief Financial Officer

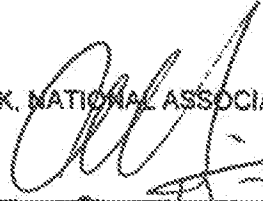


Address for Notices:

4100 East Third Avenue, Suite 400
Foster City, CA 94404
Tel: (650) 645-6500
Fax: (650) 645-6555

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: 
Name: Lee A. Shodiss
Title: Senior Vice President

Address for Notices:

Attn: Lee A. Shodiss
Senior Vice President
55 Almaden Blvd., Suite 150
San Jose, CA 95113
Tel: (408) 556-6502
Fax: (408) 423-8514

Exhibit A
Copyrights

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>
Nondramatic Literary Work	E2open, Inc. Solution Products Computer Program; Release 3.5	TXu1 – 353 - 933		10/31/2003	

Exhibit B

Trademarks

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>Description:</u>	<u>Registration Number:</u>	<u>Serial Number</u>	<u>Issue Date:</u>
E2open Logo	Canada – Class 9, 35 42	TMA686,032		04/16/2007
E2open Logo	European Union - Class 9, 35, 42	2140929		10/22/2002
E2open Logo	Japan – Class 9, 35, 42	4630857		12/20/2002
E2open Logo	Singapore – Class 9	T01/030741		04/29/2003
E2open Logo	Korea, Republic of – Class 9, 35, 42	0006242		09/13/2002
E2open Logo	Taiwan – Class 9	989765		03/16/2002
E2open Logo	Taiwan – Class 42	168507		08/16/2002
E2open Logo	United States – Class 9, 35, 38	2698467	76218355	03/18/2003
E2open Name TM	Australia - Class 9,35,36,42	847200		01/07/2002
E2open Name TM	Benelux - Class 9,35,38	702357		06/03/2002
E2open Name TM	Canada – Class 9, 35, 42	TMA691,253		07/03/2007
E2open Name TM	China – Class 9	1650541		10/14/2001
E2open Name TM	China – Class 36	1691713		12/28/2001
E2open Name TM	China – Class 42	1794975		6/21/2002
E2open Name TM	European Union - Class 9, 42	001816610		05/16/2002
E2open Name TM	Japan - Class 9,35,42	4593796		08/09/2002
E2open Name TM	Korea, Republic of - Class 9, 42	5758		07/04/2002
E2open Name TM	Singapore – Class 9	T00/14988B		08/20/2002
E2open Name TM	Taiwan – Class 9	1022900		11/16/2002
E2open Name TM	Taiwan – Class 35	153230		12/01/2001
E2open Name TM	Taiwan – Class 42	159571		02/16/2002
E2open Name TM	Thailand – Class 35	SM15474		02/09/2001
E2open Name TM	Thailand – Class 42	SM16635		02/09/2001
E2open Name TM	United Kingdom – Class 9, 35, 42	2260991		03/01/2002
E2open Name TM	United States – Class 35, 38, 42	2,719,688	76049750	05/27/2003
E2open & Design	United States – Class 9, 35, 38	2,696,414		03/11/2003
E2open Name TM	United States – Class 35, 38	2,687,120		02/11/2003
E2open Name TM (color = black and white)	China – Class 35	1945771		08/16/2001
ICON – SCM Name	WIPO – Class 9, 38, 42	3,964,387		05/24/2011
ICON Logo	WIPO – Class 9, 38, 42	997939		10/24/2008

Exhibit C

Patents

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Large File Transfer in a Design Collaboration Environment	US7,558,842 B2	10/688,066	Issued	07/07/2009
Managing Information in a Multi-Hub System for Collaborative Planning and Supply Chain Management	US 7,664,688 B2	10/675,926	Issued	02/16/2010
Mapping Part Numbers and Other Identifiers	US 7,660,788 B1	10/664,800	Issued	02/09/2010
Method for Business-to-Business Collaborative Viral Adoption	US 7,788,157 B2	09/967,905	Issued	08/31/2010
Private Collaborative Planning in a Many-to-Many Hub	US 6,823,340 B1	09/823,888	Issued	11/23/2004
Private Collaborative Planning in a Many-to-Many Hub	US 7,574,441 B2	10/970,358	Issued	08/11/2009
Trading Platform User Interface in a Many-to-Many Hub	US 7,024,632 B1	10/124,603	Issued	04/04/2006
Dynamic Fulfillment Planning Method and Apparatus	US 7,974,720	12/189,864	Issued	07/05/2011
Multi-Stage Supply Chain Management System with Dynamic Order Placement	Taiwan #1315498		Issued	10/01/2009
Network Directory for Business Process Integration of Trading Partners	US	10/273,418	Reg Date 10/15/2002	
Method for Business-to-Business Collaborative Viral Adoption	Canada			