

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM401661

|                              |                    |
|------------------------------|--------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT     |
| <b>NATURE OF CONVEYANCE:</b> | Security Agreement |

## CONVEYING PARTY DATA

| Name                                                                        | Formerly | Execution Date | Entity Type                            |
|-----------------------------------------------------------------------------|----------|----------------|----------------------------------------|
| RP Crown Holding LLC                                                        |          | 10/12/2016     | Limited Liability Company:<br>DELAWARE |
| RP Crown Parent, LLC                                                        |          | 10/12/2016     | Limited Liability Company:<br>DELAWARE |
| JDA Software, Inc. as<br>successor in interest to<br>RedPrairie Corporation |          | 10/12/2016     | Corporation: DELAWARE                  |

## RECEIVING PARTY DATA

|                        |                                                |
|------------------------|------------------------------------------------|
| <b>Name:</b>           | JPMorgan Chase Bank, N.A., as Collateral Agent |
| <b>Street Address:</b> | IL1-1145/54/63, P.O. Box 6026                  |
| <b>City:</b>           | Chicago                                        |
| <b>State/Country:</b>  | ILLINOIS                                       |
| <b>Postal Code:</b>    | 60680-6026                                     |
| <b>Entity Type:</b>    | Association: UNITED STATES                     |

## PROPERTY NUMBERS Total: 21

| Property Type               | Number   | Word Mark               |
|-----------------------------|----------|-------------------------|
| <b>Registration Number:</b> | 4746283  | FLOWCASTING             |
| <b>Registration Number:</b> | 2072090  | I2                      |
| <b>Registration Number:</b> | 2508786  | I2                      |
| <b>Registration Number:</b> | 4524139  | ILAB                    |
| <b>Registration Number:</b> | 1991076  | INTACTIX                |
| <b>Serial Number:</b>       | 86451347 | INTELLI-FULFILL         |
| <b>Serial Number:</b>       | 86451349 | INTELLIGENT FULFILLMENT |
| <b>Registration Number:</b> | 1982613  | JDA                     |
| <b>Registration Number:</b> | 2068559  | JDA                     |
| <b>Registration Number:</b> | 4054887  | JDA                     |
| <b>Registration Number:</b> | 4783443  | JDA. PLAN TO DELIVER    |
| <b>Registration Number:</b> | 1749141  | MANUGISTICS             |
| <b>Registration Number:</b> | 4783442  | PLAN TO DELIVER         |
| <b>Registration Number:</b> | 2813777  | REDPRAIRIE              |
| <b>Serial Number:</b>       | 86809081 | SUPPLY CHAIN GRID       |

TRADEMARK

| Property Type        | Number  | Word Mark           |
|----------------------|---------|---------------------|
| Registration Number: | 4319713 | SUPPLY CHAIN NATION |
| Registration Number: | 4808699 | SUPPLY CHAIN NOW    |
| Registration Number: | 2069558 | MMS                 |
| Registration Number: | 1960333 | E3                  |
| Registration Number: | 2022334 | COMPASSENTERPRISE   |
| Registration Number: | 1894864 | WDS                 |

**CORRESPONDENCE DATA**

Fax Number: 8009144240  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 800-713-0755  
Email: Michael.Violet@wolterskluwer.com  
Correspondent Name: Michael Violet  
Address Line 1: 4400 Easton Commons Way  
Address Line 2: Suite 125  
Address Line 4: Columbus, OHIO 43219

|                           |                  |
|---------------------------|------------------|
| <b>NAME OF SUBMITTER:</b> | Elaine Carrera   |
| <b>SIGNATURE:</b>         | /Elaine Carrera/ |
| <b>DATE SIGNED:</b>       | 10/12/2016       |

**Total Attachments: 6**  
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

- 1. RP Crown Holding LLC
- 2. RP Crown Parent, LLC
- 3. JDA Software, Inc. as successor in interest to RedPrairie Corporation

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other 1. LLC-DE; 2. LLC-DE; 3. Corp.-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) October 12, 2016

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: IL1-1145/54/53, P.O. Box 6026

City: Chicago

State: Illinois

Country: USA Zip: 60680-6026

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship USA  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

21

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

October 12, 2016

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of October 12, 2016, by RP CROWN PARENT, LLC, a Delaware limited liability company, and the Persons listed on the signature pages hereof (individually, a “Grantor,” and, collectively, the “Grantors”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

## WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of October 12, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) all United States Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the United States Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any


party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.


[Signature pages follow.]

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


RP CROWN HOLDING LLC

By:   
\_\_\_\_\_  
Name: Martin T. Felli  
Title: Vice President and Secretary

RP CROWN PARENT, LLC

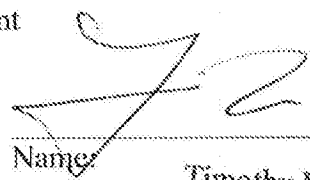
By:   
\_\_\_\_\_  
Name: Martin T. Felli  
Title: Vice President and Secretary

JDA SOFTWARE, INC., as successor in interest to  
REDPRAIRIE CORPORATION

By:   
\_\_\_\_\_  
Name: Martin T. Felli  
Title: Vice President and Secretary

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By:



Name:  
Title:

Timothy D. Lee  
Vice President

[Project Concert - Signature Page to Trademark Security Agreement]

**Schedule I**

**United States Trademark Registrations and Applications**

| <b>Name of Registered Owner / Applicant</b> | <b>Name of Trademark</b>       | <b>Application / Registration Number</b> |
|---------------------------------------------|--------------------------------|------------------------------------------|
| JDA Software Group, Inc.                    | FLOWCASTING                    | 4,746,283                                |
| JDA Software Group, Inc.                    | I2                             | 2,072,090                                |
| JDA Software Group, Inc.                    | I2                             | 2,508,786                                |
| JDA Software Group, Inc.                    | iLab                           | 4,524,139                                |
| JDA Software Group, Inc.                    | INTACTIX                       | 1,991,076                                |
| JDA Software Group, Inc.                    | INTELLI-FULFILL                | 86451347<br>(Pending ITU)                |
| JDA Software Group, Inc.                    | INTELLIGENT FULFILLMENT        | 86451349<br>(Pending ITU)                |
| JDA Software Group, Inc.                    | JDA                            | 1,982,613                                |
| JDA Software Group, Inc.                    | JDA                            | 2,068,559                                |
| JDA Software Group, Inc.                    | JDA Stylized                   | 4,054,887                                |
| JDA Software Group, Inc.                    | JDA Stylized & PLAN TO DELIVER | 4,783,443                                |
| JDA Software Group, Inc.                    | MANUGISTICS                    | 1,749,141                                |
| JDA Software Group, Inc.                    | PLAN TO DELIVER                | 4,783,442                                |
| Redprairie Corporation                      | REDPRAIRIE                     | 2,813,777                                |
| JDA Software Group, Inc.                    | SUPPLY CHAIN GRID              | 86809081<br>(Pending ITU)                |
| JDA Software Group, Inc.                    | SUPPLY CHAIN NATION            | 4,319,713                                |
| JDA Software Group, Inc.                    | SUPPLY CHAIN NOW               | 4,808,699                                |
| JDA Software Group, Inc.                    | MMS                            | 2,069,558                                |
| JDA Software Group, Inc.                    | E3                             | 1,960,333                                |
| JDA Software Group, Inc.                    | COMPASSENTERPRISE              | 2,022,334                                |
| JDA Software Group, Inc.                    | WDS                            | 1,894,864                                |