

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560379

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Yonder GmbH		06/30/2019	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY
RECEIVING PARTY DATA			
Name:	JDA Software, Inc.		
Street Address:	15059 N. Scottsdale Road, Suite 400		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85254		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87291608	BLUE YONDER	
Serial Number:	85813304	BLUE YONDER	
Serial Number:	87388195	BEST DECISIONS DELIVERED DAILY	
Serial Number:	86089585	FORWARD DEMAND	
Serial Number:	86646117	FORWARD PRICING	
CORRESPONDENCE DATA			
Fax Number:	8582720221		
<i>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.</i>			
Phone:	8582720220		
Email:	trademarks@ipla.com		
Correspondent Name:	John M. Kim		
Address Line 1:	4445 Eastgate Mall		
Address Line 2:	Suite 200		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Benjamin S. White		
SIGNATURE:	/Benjamin S. White/		
DATE SIGNED:	02/04/2020		
Total Attachments: 8			

OP \$140.00 87291608

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of 30 June 2019 is made by **Blue Yonder GmbH ("Seller")**, with its seat in Karlsruhe, Germany, registered with the commercial register of the local court of Mannheim, Germany, under HRB 704547, in favor of **JDA Software, Inc., ("Buyer")**, a corporation under the Laws of Delaware, with business address at 15059 N. Scottsdale Road, Scottsdale, Arizona 85254, United States, the purchaser of certain assets of Seller pursuant to a AGREEMENT ON THE SALE AND ASSIGNMENT OF ALL INTELLECTUAL PROPERTY RIGHTS between Buyer and Seller, dated as of 30 June 2019 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in other foreign jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer[, and Buyer hereby accepts,] all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**"); and

(b) the trademark registrations and applications set forth on hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be

necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the Germany, without giving effect to any choice or conflict of law provision or rule (whether of Germany or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

WPA
REVIEWED/APPROVED
JDA LEGAL

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Blue Yonder GmbH

By: *[Signature]*
Name: Dan Maynard
Title: Managing Director with sole power of representation

ACKNOWLEDGMENT

STATE OF Arizona)
) SS.
COUNTY OF Maricopa)

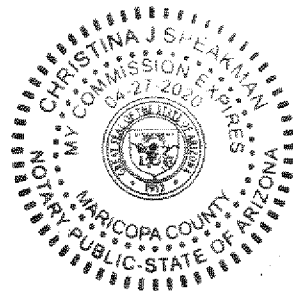
On the 2nd day of October 2019, before me, Dan Maynard personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same and acknowledged the instrument to be his free act and deed/the free act and deed of JDA Software, Inc. for the uses and purposes mentioned in the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

[Signature]
Notary Public

Printed Name: CHRISTINA J SPEAKMAN

My Commission Expires: April 27, 2020



JDA Software, Inc.

AGREED TO AND ACCEPTED:

By: Kevin Moriarty
Name: Kevin Moriarty
Title: CFO & EVP

ACKNOWLEDGMENT

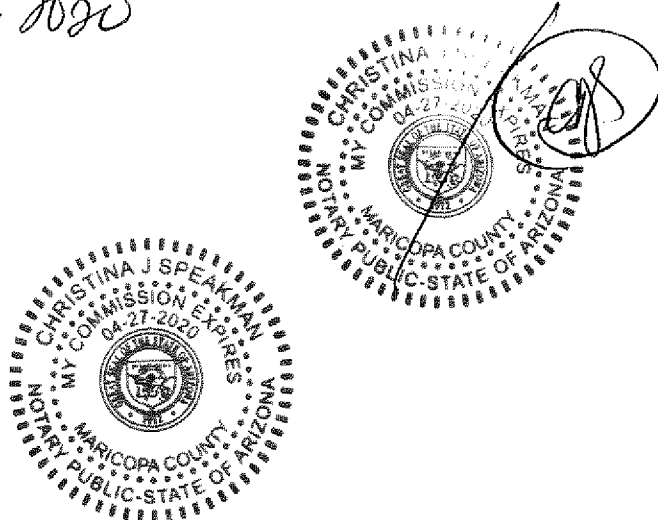
STATE OF Arizona)
)SS.
COUNTY OF Maricopa)

On the 2nd day of October 2019, before me, Kevin Moriarty personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same and acknowledged the instrument to be his free act and deed/the free act and deed of JDA Software, Inc. for the uses and purposes mentioned in the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

Christina J Speakman
Notary Public
Printed Name: Christina J. Speakman

My Commission Expires: April 27, 2020



Schedule 1
ASSIGNED PATENTS AND PATENT APPLICATIONS

No.	Patent number	Patent description	Inventor	Applicant	Date of Application
1.	EP 13195861	Processor core array for characterizing behavior properties of equipment and method	Frank Kienle	Blue Yonder GmbH	05 December 2013
2.	EP 13195858	Data processing device and method for characterizing behavior of equipment under observation	Frank Kienle	Blue Yonder GmbH	05 December 2013
3.	14561203 (US)	Data processing device, Processor core array and method for characterizing behavior of equipment under observation	Frank Kienle	Blue Yonder GmbH	04 December 2014
4.	16229283	Data processing device, Processor core array and method for characterizing behavior of equipment under observation	Frank Kienle	Blue Yonder GmbH	21 December 2018

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

No.	Country	Registration No.	Mark	Classes	Registered Owner	Date registered
1.	DE	30302467	NeuroBayes (Word)	36, 42, 44	Blue Yonder GmbH	18 June 2003
2.	EU	6701015	NeuroBayes (Word)	35, 36, 38, 41, 42	Blue Yonder GmbH	16 January 2009
3.	DE	302013045371	blue yonder (Word)	09, 35, 38, 41, 42	Blue Yonder GmbH	13 January 2014
4.	EU	12084836	blue yonder (Word)	09, 35, 38, 41, 42	Blue Yonder GmbH	20 January 2014
5.	US	87291608	blue yonder (Word)	9, 41, 42	Blue Yonder GmbH	25 July 2017
6.	DE	302011037683	blue yonder (fig. old)	35, 38, 41, 42	Blue Yonder GmbH	30 November 2011
7.	EU	10554434	blue yonder (fig. old)	09, 35, 41, 42	Blue Yonder GmbH	10 May 2012
8.	US	85813304	blue yonder (fig. old)	9, 41, 42	Blue Yonder GmbH	04 August 2015
9.	DE	302016028705	BlueYonder (fig. new)	9, 38, 41, 42	Blue Yonder GmbH	30 November 2016
10.	EU	15902547	BlueYonder (fig. new)	09, 35, 38, 41, 42	Blue Yonder GmbH	23 February 2017

11.	US	(to be provided)	BlueYonder (fig. new)		Blue Yonder GmbH	In Progress
12.	DE	302016028944	Blue Yonder Best decisions, delivered daily (Word)	09, 35, 38, 41, 42	Blue Yonder GmbH	21 December 2016
13.	EU	15902638	Blue Yonder Best decisions, delivered daily (Word)	09, 35, 38, 41, 42	Blue Yonder GmbH	23 February 2017
14.	US	87388195	Blue Yonder Best decisions, delivered daily (Word)		Blue Yonder GmbH	Approved for Publication
15.	DE	302016028707	Blue Yonder Best decisions, delivered daily (fig.)	09, 35, 38, 41, 42	Blue Yonder GmbH	28 November 2016
16.	EU	15902612	Blue Yonder Best decisions, delivered daily (fig.)	09, 35, 38, 41, 42	Blue Yonder GmbH	23 February 2017
17.	DE	302013045370	forward demand (Word)	42	Blue Yonder GmbH	24 March 2015
18.	DE	302013034207	forward demand (fig.)	09, 35, 38, 42	Blue Yonder GmbH	06 Augsut 2013
19.	EU	11893757	forward demand (fig.)	09, 35, 38, 42	Blue Yonder GmbH	09 October 2013
20.	US	86089585	forward demand (fig.)	09, 35, 38, 42	Blue Yonder GmbH	19 May 2015
21	DE	302015033153	forward pricing	09, 35,	Blue	05 August

			(fig.)	38, 41, 42	Yonder GmbH	2015
22.	EU	13883211	forward pricing (fig.)	09, 35, 38, 41, 42	Blue Yonder GmbH	11 November 2015
23.	EU	13689534	blue yonder Forward looking. Forward thinking. (fig.)	09, 35, 38, 41, 42	Blue Yonder GmbH	12 June 2015
24.	DE	302014057094	blue vantage (Word)	09, 35, 42	Blue Yonder GmbH	10 November 2014
25.	EU	13199252	blue vantage (Word)	09, 35, 42	Blue Yonder GmbH	05 June 2015
26.	DE	302014057341	blue vantage (fig.)	09, 35, 42	Blue Yonder GmbH	08 December 2014
27.	EU	13199245	blue vantage (fig.)	09, 35, 42	Blue Yonder GmbH	05 June 2015
30.	US	86646117	forward pricing	9, 35, 38, 41, 42	Blue Yonder GmbH	31 January 2017