

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REDPRAIRIE HOLDING INC.		07/20/2006	CORPORATION:
REDPRAIRIE CORPORATION		07/20/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Credit Suisse, Cayman Islands Branch, as Second Lien Administrative Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2699585	DIGITALOGISTIX
Registration Number:	2813777	REDPRAIRIE
Registration Number:	2866333	COPLEX
Registration Number:	3057529	RFID ACCELERATOR
Registration Number:	2766208	LENS
Registration Number:	2536664	DLX
Registration Number:	2105221	LABORDAY
Registration Number:	2272546	DISPATCHER-CS
Registration Number:	2590904	POWERB2O
Registration Number:	2749251	POWERBUILD2ORDER
Registration Number:	2202318	PUSH BUTTON SCHEDULER
Registration Number:	3053636	BLUECUBE SOFTWARE
Registration Number:	2122503	TIME TASK MANAGEMENT

CH \$415.00 2699585

Registration Number:	1678297	TIMECORP
Serial Number:	78844471	E2E
Serial Number:	78888800	[REVOLUTIONIZING THE CHAIN.]

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: CBC Companies dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	364386
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	07/27/2006

Total Attachments: 7
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
RedPrairie Holding, Inc., RedPrairie Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Credit Suisse, Cayman Islands Branch, as Second Internal Lien Administrative Agent
Address: _____
Street Address: 11 Madison Avenue
City: New York State: NY Zip: 10010

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Bank

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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: July 20, 2006

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
SEE ATTACHED.

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
SEE ATTACHED.

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jody Hagins
Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW
Suite 920
City Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41).....\$ _____
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Sophia Wilson _____ July 24, 2006
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Trademarks

Registrant (or Last Registered Owner)	Trademark Description	Registration Number	Jurisdiction	Expiration Date
RedPrairie Corporation	DIGITALOGISTIX Logo & Design	2699585	USA	25-Mar-13
RedPrairie Corporation	REDPRAIRIE	2813777	USA	10-Feb-14
RedPrairie Corporation	COPLEX	2866333	USA	27-Jul-14
RedPrairie Corporation	RFID ACCELERATOR	3057529	USA	7-Feb-16
RedPrairie Corporation	LENS	2766208	USA	23-Sep-13
RedPrairie Corporation	DLx	2536664	USA	5-Feb-12
RedPrairie Corporation	E2E	78844471	USA	
BlueCube Software, Inc.	LABORDAY	2105221	USA	
RedPrairie Corporation	Dispatcher-CS®	2,272,546	USA	24-Aug-09
RedPrairie Corporation	RedPrairie® Logo & Design	2,813,777	USA	10-Feb-14
RedPrairie Corporation	Revolutionizing the Chain SM	78/888,800	USA	
RedPrairie A/S	PowerB2O	2,590,904	USA	9-Jul-12
RedPrairie A/S	PowerBuild2Order	2,749,251	USA	12-Aug-13
BlueCube Software, Inc.	PUSH BUTTON SCHEDULER	2202318	USA	3-Nov-08
BlueCube Software, Inc.	BLUECUBE SOFTWARE	3053636	USA	31-Jan-16
BlueCube Software, Inc.	TIME TASK MANAGEMENT	2122503	USA	16-Dec-07
BlueCube Software, Inc.	TIMECORP	1678297	USA	10-Mar-12

TRADEMARK SECURITY AGREEMENT, dated as of July 20, 2006, among REDPRAIRIE HOLDING, INC. ("Holdings"), REDPRAIRIE CORPORATION (the "Borrower"), the subsidiaries of the Borrower party hereto and CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Administrative Agent (the "Administrative Agent").

Reference is made to the Second-Lien Guarantee and Collateral Agreement dated as of July 20, 2006 (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 July 20, 2006 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")) among Holdings, the Borrower, the Lenders party thereto, Credit Suisse, Cayman Islands Branch as Administrative Agent, JPMorgan Chase Bank, N.A. and Credit Suisse Securities (USA) LLC, as Syndication Agents and Jefferies Finance LLC, as Documentation 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 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 that are included in the Article 9 Collateral as defined in the Security Agreement 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 (the "Trademarks"); and

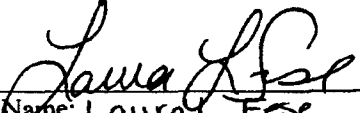
(b) all goodwill associated with or symbolized by the Trademarks.

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.

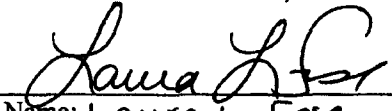
SECTION 4. Intercreditor Agreement Governs. Notwithstanding any other provision contained herein, this Agreement, the liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement and, to the extent provided therein, the First-Lien Security Documents. In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement that relates solely to the rights or obligations of, or relationship between, the First-Lien Secured Parties and the Second-Lien Secured Parties, the provisions of the Intercreditor Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

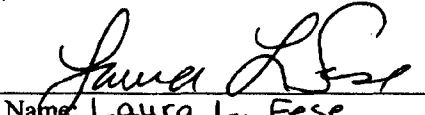
REDPRAIRIE HOLDING, INC.,

by 
Name: Laura L. Fese
Title: General Counsel +
Corporate Secretary

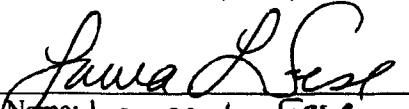
REDPRAIRIE CORPORATION,

by 
Name: Laura L. Fese
Title: General Counsel +
Corporate Secretary

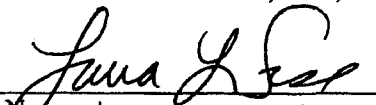
WESELEY SOFTWARE DEVELOPMENT
CORP.,

By 
Name: Laura L. Fese
Title: VP + Corporate Secretary

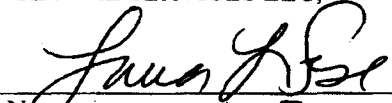
BLUECUBE SOFTWARE, INC.,

By 
Name: Laura L. Fese
Title: Secretary

MARC GLOBAL HOLDINGS, INC.,

By 
Name: Laura L. Fese
Title: Corporate Secretary

MARC GLOBAL SERVICES LLC,

By 
Name: Laura L. Fese
Title: Corporate Secretary

[[2620451]]

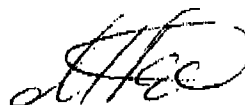
**CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Administrative Agent,**

By



Name: DAVID DODD
Title: VICE PRESIDENT

By



Name: MIKHAIL FAYBUSOVICH
Title: ASSOCIATE

[[2620451]]

Trademarks

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RedPrairie Corporation	Dispatcher-CS®	2,272,546	USA	24-Aug-09
RedPrairie Corporation	RedPrairie® Logo & Design	2,813,777	USA	10-Feb-14
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