

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
JDA Software Group, Inc.		07/05/2006	CORPORATION: DELAWARE
JDA Software, Inc.		07/05/2006	CORPORATION: ARIZONA
JDA Worldwide, Inc.		07/05/2006	CORPORATION: ARIZONA
Manugistics California, Inc.		07/05/2006	CORPORATION: CALIFORNIA
Manugistics Group, Inc.		07/05/2006	CORPORATION: DELAWARE
Manugistics Holdings Delaware II, Inc.		07/05/2006	CORPORATION: DELAWARE
Manugistics Holdings Delaware, Inc.		07/05/2006	CORPORATION: DELAWARE
Manugistics, Inc.		07/05/2006	CORPORATION: DELAWARE
Stanley Acquisition Corp		07/05/2006	CORPORATION: DELAWARE
Manugistics Services, Inc.		07/05/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citicorp North America, Inc, as collateral agent
Street Address:	390 Greenwich Street
Internal Address:	1st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	2930191	ARTHUR
Registration Number:	2069607	DECISION SERIES
Registration Number:	1960333	E3
Registration Number:	1961978	E3

CH \$990.00 2930191

Registration Number:	1821040	ENGAGE
Registration Number:	2319667	ENGAGE
Registration Number:	2374846	ENGAGE KNOWLEDGE
Registration Number:	1991076	INTACTIX
Registration Number:	2068559	JDA
Registration Number:	1982613	JDA
Registration Number:	2566946	JDA AFFINITY
Registration Number:	2554095	JDA PORTFOLIO
Registration Number:	2069558	MMS
Registration Number:	2143305	NEOVISTA
Registration Number:	2069519	ODBMS
Registration Number:	3080496	PORTFOLIO
Registration Number:	3018605	PORTFOLIOENABLED
Registration Number:	2279675	RETAIL IDEAS
Registration Number:	2554063	TIMERA
Registration Number:	2789351	TIMERA
Registration Number:	2155466	WIN/DSS
Registration Number:	1894864	WDS
Registration Number:	2022334	COMPASSENTERPRISE
Registration Number:	2475318	SPACEWORKS
Registration Number:	2496513	MANUGISTICS NETWORKS
Registration Number:	2506661	EXCHANGWORKS
Registration Number:	2627289	SPACEWORKS
Registration Number:	2692011	MANUGISTICS LEVERAGED INTELLIGENCE
Registration Number:	2745346	ENTERPRISE PROFIT OPTIMIZATION
Registration Number:	1553502	LOGISTICS PLUS
Registration Number:	2823729	NETWORKS PRECISION PRICING
Registration Number:	1749141	MANUGISTICS
Registration Number:	2334104	MANUGISTICS NETLINK
Registration Number:	2560866	CONSUMER OUTLOOK!
Registration Number:	2469983	JSTORE
Registration Number:	2727891	EWM
Registration Number:	1961980	E3TRIM
Registration Number:	2395440	FORESHARE!
Serial Number:	78872183	JDA REAL DEMAND CHAIN RESULTS

TRADEMARK

REEL: 003403 FRAME: 0184

CORRESPONDENCE DATA

Fax Number: (202)756-9299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-756-9292

Email: christine.wilson@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	10/05/2006

Total Attachments: 8

source=jda - citicorp tm#page1.tif

source=jda - citicorp tm#page2.tif

source=jda - citicorp tm#page3.tif

source=jda - citicorp tm#page4.tif

source=jda - citicorp tm#page5.tif

source=jda - citicorp tm#page6.tif

source=jda - citicorp tm#page7.tif

source=jda - citicorp tm#page8.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of July 5, 2006, by each of the Loan Parties signatory hereto (individually, a "Pledgor" and, collectively, the "Pledgors"), in favor of CITICORP NORTH AMERICA, INC., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement dated July 5, 2006 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors 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 Pledgors 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 Pledgor 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 Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. 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 Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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.

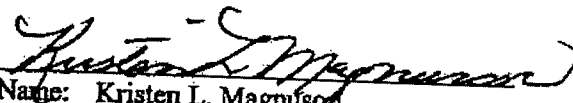
SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and 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.


[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

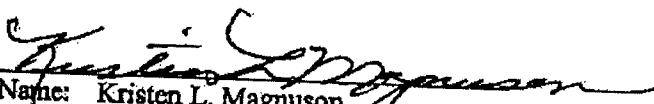
JDA SOFTWARE GROUP, INC., a Delaware corporation

By: 
Name: Kristen L. Magnuson
Title: Executive Vice President,
Chief Financial Officer, Secretary
and Treasurer

JDA SOFTWARE, INC., an Arizona corporation.


By: 
Name: Kristen L. Magnuson
Title: Executive Vice President,
Chief Financial Officer, Secretary
and Treasurer

JDA WORLDWIDE, INC., an Arizona corporation

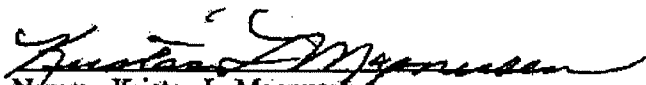
By: 
Name: Kristen L. Magnuson
Title: Executive Vice President,
Chief Financial Officer, Secretary
and Treasurer

[Signature Page to Trademark Security Agreement]


STANLEY ACQUISITION CORP., a Delaware corporation

By: 
Name: Kristen L. Magnuson
Title: Executive Vice President,
Chief Financial Officer, Secretary
and Treasurer


MANUGISTICS GROUP, INC., a Delaware corporation

By: 
Name: Kristen L. Magnuson
Title: Executive Vice President and
Secretary

MANUGISTICS, INC., a Delaware corporation

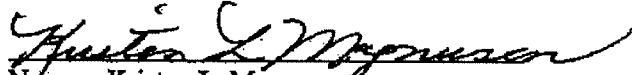
By: 
Name: Kristen L. Magnuson
Title: Executive Vice President and
Secretary

MANUGISTICS HOLDINGS DELAWARE, INC., a Delaware corporation

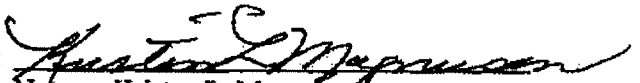
By: 
Name: Kristen L. Magnuson
Title: Executive Vice President and
Secretary

[Signature Page to Trademark Security Agreement]

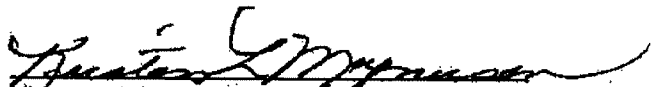
**MANUGISTICS HOLDINGS DELAWARE II, INC., a
Delaware corporation**

By: 
Name: Kristen L. Magnuson
Title: Executive Vice President and
Secretary

**MANUGISTICS SERVICES, INC., a Delaware
corporation.**

By: 
Name: Kristen L. Magnuson
Title: Executive Vice President and
Secretary

**MANUGISTICS CALIFORNIA, INC. a
California corporation.**

By: 
Name: Kristen L. Magnuson
Title: Executive Vice President and
Secretary

[Signature Page to Trademark Security Agreement]

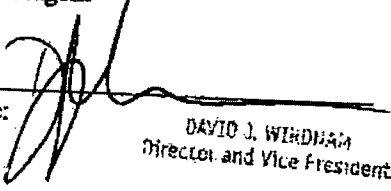
Accepted and Agreed:

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: _____

Name:

Title:



DAVID J. WINDHAM
Director and Vice President

[Signature] & as to Security Agent

UNITED STATES TRADEMARKS:

Registrations:

JDA Software Group, Inc.	2,930,191	Arthur (Classes 9, 42)
JDA Software Group, Inc.	2,069,607	Decision Series
JDA Software Group, Inc.	1,960,333	E3
JDA Software Group, Inc.	1,961,978	E3 Stylized mark (Classes 9 and 42)
JDA Software Group, Inc.	1,821,040	Engage (Class 9)
JDA Software Group, Inc.	2,319,667	Engage
JDA Software Group, Inc.	2,374,846	Engage Knowledge
JDA Software Group, Inc.	1,991,076	Intactix
JDA Software Group, Inc.	2,088,559	JDA (Class 42)
JDA Software Group, Inc.	1,982,613	JDA (Class IC 9)
JDA Software Group, Inc.	2,568,946	JDA Affinity
JDA Software Group, Inc.	2,554,095	JDA Portfolio
JDA Software Group, Inc.	2,069,558	MMS
JDA Software Group, Inc.	2,143,305	Neovista
JDA Software Group, Inc.	2,069,519	ODEMS
JDA Software Group, Inc.	3,080,496	Portfolio (Classes 9 and 42)
JDA Software Group, Inc.	3,018,605	Portfolio/Enabled (Classes 9 and 42)
JDA Software Group, Inc.	2,279,675	Retail IDEAS
JDA Software Group, Inc.	2,554,063	Trneta
JDA Software Group, Inc.	2,789,351	Trneta (Stylized Mark)
JDA Software Group, Inc.	2,155,486	WIN/DSS
JDA Software Group, Inc.	1,894,864	WDS and Design
JDA Software Group, Inc.	2,022,334	CompassEnterprise
JDA Software Group, Inc.	2,475,318	Spaceworks
JDA Software Group, Inc.	2,496,513	Marragistics Networks
JDA Software Group, Inc.	2,506,661	ExchangeWorks

JDA Software Group, Inc.	2,627,289	Spaceworks
JDA Software Group, Inc.	2,692,011	Manugistics Leveraged Intelligence & Design
JDA Software Group, Inc.	2,745,346	Enterprise Profit Optimization
JDA Software Group, Inc.	1,553,502	Logistics*PLUS
JDA Software Group, Inc.	2,823,729	NetWQRKS Precision Pricing
JDA Software Group, Inc.	1,749,141	Manugistics
JDA Software Group, Inc.	2,334,104	Manugistics Netlink
JDA Software Group, Inc.	2,560,866	Consumer Outlooki
JDA Software Group, Inc.	2,469,983	JStore
JDA Software Group, Inc.	2,727,891	EWM
JDA Software Group, Inc.	1,961,980	E3Ttm
JDA Software Group, Inc.	2,395,440	Foreshare!

Applications:

JDA Software Group, Inc.	Application Serial # 78/872,183	JDA Real Demand Chain Results (Stylized Mark) (Class 9 and 42)
--------------------------	------------------------------------	--