

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JDA SOFTWARE GROUP, INC.		03/18/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	WELLS FARGO CAPITAL FINANCE, LLC, AS AGENT
<b>Street Address:</b>	2450 Colorado Avenue
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 32**

Property Type	Number	Word Mark
Registration Number:	3687656	THE SUPPLY CHAIN COMPANY
Registration Number:	3687657	THE SUPPLY CHAIN COMPANY
Registration Number:	3684629	THE SUPPLY CHAIN COMPANY
Registration Number:	3684630	THE SUPPLY CHAIN COMPANY
Registration Number:	3687655	THE SUPPLY CHAIN COMPANY
Registration Number:	3297665	JDA REAL DEMAND CHAIN RESULTS.
Registration Number:	3080496	PORTFOLIO
Registration Number:	3025537	I2 USER GROUP
Registration Number:	3023977	I2
Registration Number:	3018605	PORTFOLIOENABLED
Registration Number:	2985681	I2
Registration Number:	2930191	ARTHUR
Registration Number:	2909710	I2
Registration Number:	2904308	I2

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Registration Number:	2842684	I2
Registration Number:	2753662	FMX FREIGHTMATRIX
Registration Number:	2753497	FREIGHTMATRIX
Registration Number:	2508786	I2
Registration Number:	2072090	I2
Registration Number:	2068559	JDA
Registration Number:	2069558	MMS
Registration Number:	2022334	COMPASSENTERPRISE
Registration Number:	1991076	INTACTIX
Registration Number:	1982613	JDA
Registration Number:	1960333	E3
Registration Number:	1894864	WDS
Registration Number:	1821040	ENGAGE
Registration Number:	1749141	MANUGISTICS
Registration Number:	1548101	SILVON
Registration Number:	1588665	SALESTRACKER
Serial Number:	85208702	PRICE SENSITIVE REVENUE MANAGEMENT
Serial Number:	85114304	JDA

**CORRESPONDENCE DATA**

Fax Number: (213)627-0705  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 213.683.5698  
Email: MinetteTayco@paulhastings.com  
Correspondent Name: Minette M. Tayco  
Address Line 1: 515 S. Flower St., 25th Floor  
Address Line 2: Paul, Hastings, Janofsky & Walker LLP  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	WFCF/JDA: 73896.00052
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	04/04/2011

Total Attachments: 9  
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 18th day of March, 2011, between the Grantor listed on the signature pages hereof ("Grantor") and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Credit Agreement dated as of March 18, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among JDA Software Group, Inc., a Delaware corporation ("Borrower"), the lenders identified on the signature pages thereof (such lenders, together with their respective successors and assigns, each, individually, a "Lender" and, collectively, the "Lenders") and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of March 18, 2011 (including all annexes, exhibits and schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

**WHEREAS**, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used herein (including in the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Security Agreement or, if not defined therein, in the Credit Agreement (including Schedule 1.1 thereto).

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest, subject to Permitted Liens (referred to in this Trademark Security Agreement as the "Security Interest"), in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein or in any other Loan Document to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are

allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein or in any other Loan Document to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record. The captions and headings are for convenience of reference only and shall not affect the construction of this Trademark Security Agreement.

7. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.**

8. **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 8.**

9. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**


10. **GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES AND THE STATE OF CALIFORNIA, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. GRANTOR HEREBY AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.**

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

JDA SOFTWARE GROUP, INC.,  
a Delaware corporation

By:   
Name: Michael Burnett  
Title: Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
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AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,  
a Delaware limited liability company

By: 

Name: ALEX HECHLER

Title: DIRECTOR

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

See Attached

**Trademark Licenses**

None

<u>TITLE</u>	<u>DATE FILED</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>Current Owner</u>	<u>Status</u>
<u>THE SUPPLY CHAIN COMPANY</u>	3-Feb-09	United States of America	Registered	3687656	22-Sep-09	JDA Software Group, Inc.	No Liens
<u>THE SUPPLY CHAIN COMPANY</u>	3-Feb-09	United States of America	Registered	3687657	22-Sep-09	JDA Software Group, Inc.	No Liens
<u>THE SUPPLY CHAIN COMPANY</u>	3-Feb-09	United States of America	Registered	3684629	15-Sep-09	JDA Software Group, Inc.	No Liens
<u>THE SUPPLY CHAIN COMPANY</u>	3-Feb-09	United States of America	Registered	3684630	15-Sep-09	JDA Software Group, Inc.	No Liens
<u>THE SUPPLY CHAIN COMPANY</u>	3-Feb-09	United States of America	Registered	3687655	15-Sep-09	JDA Software Group, Inc.	No Liens
<u>JDA REAL DEMAND CHAIN RESULTS &amp; Design</u>	28-Apr-06	United States of America	Registered	3297665	25-Sep-07	JDA Software Group, Inc.	No Liens
<u>PORTFOLIO</u>	31-Jan-04	United States of America	Registered	3080496	11-Apr-06	JDA Software Group, Inc.	No Liens
<u>I2 USER GROUP &amp; Design</u>	26-May-04	United States of America	Registered	3025537	13-Dec-05	JDA Software Group, Inc.	No Liens
<u>I2 &amp; Design</u>	9-Nov-00	United States of America	Registered	3023977	6-Dec-05	JDA Software Group, Inc.	No Liens
<u>PORTFOLIOENABLED</u>	27-Jan-04	United States of America	Registered	3018605	22-Nov-05	JDA Software Group, Inc.	No Liens
<u>I2</u>	10-Oct-00	United	Registered	2985681	16-Aug-05	JDA Software	No

		States of America				Group, Inc.	Liens
<u>ARTHUR</u>	6-Aug-03	United States of America	Registered	2930191	8-Mar-05	JDA Software Group, Inc.	No Liens
<u>i2</u>	29-May-03	United States of America	Registered	2909710	14-Dec-04	JDA Software Group, Inc.	No Liens
<u>i2</u>	29-May-03	United States of America	Registered	2904308	23-Nov-04	JDA Software Group, Inc.	No Liens
<u>i2</u>	29-May-03	United States of America	Registered	2842684	18-May-04	JDA Software Group, Inc.	No Liens
<u>FMX FREIGHTMATRIX</u>	10-Oct-00	United States of America	Registered	2753662	19-Aug-03	JDA Software Group, Inc.	No Liens
<u>FREIGHTMATRIX</u>	4-Mar-00	United States of America	Registered	2753497	19-Aug-03	JDA Software Group, Inc.	No Liens
<u>i2</u>	14-Dec-99	United States of America	Registered	2508786	20-Nov-01	JDA Software Group, Inc.	No Liens
<u>i2</u>	21-Jan-94	United States of America	Registered	2072090	17-Jun-97	JDA Software Group, Inc.	No Liens
<u>JDA</u>	17-Jul-95	United States of America	Registered	2068559	10-Jun-97	JDA Software Group, Inc.	No Liens
<u>MMS</u>	10-Jun-96	United States of America	Registered	2069558	10-Jun-97	JDA Software Group, Inc.	No Liens
<u>COMPASSENTERPRISE</u>	4-Oct-93	United	Registered	2022334	10-Dec-96	JDA Software	No

		States of America				Group, Inc.	Liens
<u>INTACTIX</u>	9-Jun-95	United States of America	Registered	1991076	6-Aug-96	JDA Software Group, Inc.	No Liens
<u>JDA</u>	25-Jul-95	United States of America	Registered	1982613	25-Jun-96	JDA Software Group, Inc.	No Liens
<u>E3</u>	14-Apr-95	United States of America	Registered	1960333	5-Mar-96	JDA Software Group, Inc.	No Liens
<u>WDS</u>	14-Sep-95	United States of America	Registered	1894864	23-May-95	JDA Software Group, Inc.	No Liens
<u>ENGAGE</u>	8-Apr-92	United States of America	Registered	1821040	15-Feb-94	JDA Software Group, Inc.	No Liens
<u>MANUGISTICS</u>	19-Jul-91	United States of America	Registered	1749141	26-Jan-93	JDA Software Group, Inc.	No Liens
<u>SILVON</u>	25-Nov-88	United States of America	Registered	1548101	18-July-89	JDA Software Group, Inc.	No Liens
<u>SALESTRACKER</u>	18-Aug-89	United States of America	Registered	1588665	27-March-90	JDA Software Group, Inc.	No Liens
<u>PRICE SENSITIVE REVENUE MANAGEMENT</u>	31-Dec-10	United States of America	Pending	85208702	N/A	JDA Software Group, Inc.	No Liens
<u>JDA Stylized</u>	24-Aug-10	United States of America	Pending	85114304	N/A	JDA Software Group, Inc.	No Liens

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