

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401661

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 21

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

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	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

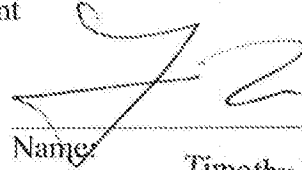
By: 
Name: Martin T. Felli
Title: Vice President and Secretary

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

Name of Registered Owner / Applicant	Name of Trademark	Application / Registration Number
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 (Pending ITU)
JDA Software Group, Inc.	INTELLIGENT FULFILLMENT	86451349 (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 (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