

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589911

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Blue Yonder Group, Inc.	FORMERLY JDA Software Group, Inc.	07/31/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	60 Livingston Avenue, West Side Flats
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	5581601	BEST DECISIONS DELIVERED DAILY
Registration Number:	5251202	BLUE YONDER
Registration Number:	4786235	BLUE YONDER
Registration Number:	4746283	FLOWCASTING
Registration Number:	4737458	FORWARD DEMAND
Registration Number:	5131115	FORWARD PRICING
Registration Number:	2508786	I2
Registration Number:	4524139	ILAB
Registration Number:	1991076	INTACTIX
Registration Number:	5670671	INTELLIGENT FULFILLMENT
Registration Number:	1982613	JDA
Registration Number:	2068559	JDA
Registration Number:	4783443	JDA. PLAN TO DELIVER
Registration Number:	1749141	MANUGISTICS
Registration Number:	4783442	PLAN TO DELIVER
Registration Number:	2813777	REDPRAIRIE
Registration Number:	5494377	STORE OPTIMIZER
Registration Number:	4319713	SUPPLY CHAIN NATION
Registration Number:	4808699	SUPPLY CHAIN NOW

TRADEMARK

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, ECarrera@cahill.com**Correspondent Name:** CT Corporation**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:	08/03/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of July 31, 2020, by Blue Yonder Group, Inc. (formerly known as JDA Software Group, Inc.) (the “**Grantor**”) in favor of U.S. Bank National Association, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Security Agreement dated as of July 31, 2020 (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 Grantor is 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 Indenture, the Grantor hereby agrees 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. The 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 the Grantor:

(a) all Trademark registrations and applications of the 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 Grantor hereby acknowledges and affirms 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. 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 the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the 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. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Trademark Security Agreement or any document to be signed in connection with this Trademark Security Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system,

as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

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 hereto have duly executed this Agreement as of the day and year first above written.

**BLUE YONDER GROUP, INC. (formerly
known as JDA Software Group, Inc.)**

By: *Martin Felli*
Martin Felli (201) 281-2020 (m.felli@jda.com)
Name: Martin Felli
Title: Vice President and Secretary

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

By: 

Name: **Richard Prokosch**
Title: **Vice President**

**Schedule I
Trademark Registrations and Applications**

Name of Registered Owner / Applicant	Registration Number	Application Number	Name of Trademark
Blue Yonder Group, Inc. (formerly known as JDA Software Group, Inc.)	5581601	87388195	BEST DECISIONS DELIVERED DAILY
Blue Yonder Group, Inc. (formerly known as JDA Software Group, Inc.)	5251202	87291608	BLUE YONDER
Blue Yonder Group, Inc. (formerly known as JDA Software Group, Inc.)	4786235	85813304	BLUE YONDER Stylized (Blue two-tone)
Blue Yonder Group, Inc. (formerly known as JDA Software Group, Inc.)	4746283	86245035	FLOWCASTING
Blue Yonder Group, Inc. (formerly known as JDA Software Group, Inc.)	4737458	86089585	FORWARD DEMAND & Design (Blue)
Blue Yonder Group, Inc. (formerly known as JDA Software Group, Inc.)	5131115	86646117	FORWARD PRICING & Design (Blue)
Blue Yonder Group, Inc. (formerly known as JDA Software Group, Inc.)	2508786	75871649	I2
Blue Yonder Group, Inc. (formerly known as JDA Software Group, Inc.)	4524139	85663013	iLab
Blue Yonder Group, Inc. (formerly known as JDA Software Group, Inc.)	1991076	74686362	INTACTIX
Blue Yonder Group, Inc. (formerly known as JDA Software Group, Inc.)	5670671	86451349	INTELLIGENT FULFILLMENT
Blue Yonder Group, Inc. (formerly known as JDA Software Group, Inc.)	1982613	74705811	JDA
Blue Yonder Group, Inc. (formerly known as JDA Software Group, Inc.)	2068559	74737200	JDA
Blue Yonder Group, Inc. (formerly known as JDA Software Group, Inc.)	4783443	86391196	JDA Stylized & PLAN TO DELIVER
Blue Yonder Group, Inc. (formerly known as JDA Software Group, Inc.)	1749141	74186359	MANUGISTICS
Blue Yonder Group, Inc. (formerly known as JDA Software Group, Inc.)	4783442	86391087	PLAN TO DELIVER
Blue Yonder Group, Inc. (formerly known as Redprairie Corporation)	2813777	76400028	REDPRAIRIE

Name of Registered Owner / Applicant	Registration Number	Application Number	Name of Trademark
Blue Yonder Group, Inc. (formerly known as JDA Software Group, Inc.)	5494377	87863728	STORE OPTIMIZER
Blue Yonder Group, Inc. (formerly known as JDA Software Group, Inc.)	4319713	85534660	SUPPLY CHAIN NATION
Blue Yonder Group, Inc. (formerly known as JDA Software Group, Inc.)	4808699	85347407	SUPPLY CHAIN NOW