PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
RedPrairie Holding, Inc.	03/24/2010
RedPrairie Corporation	03/24/2010
BlueCube Software, Inc.	03/24/2010
StorePerform Technologies, Inc.	03/24/2010

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	5497141
Patent Number:	6854010
Application Number:	09672123
Application Number:	10866340
Application Number:	10875663
Application Number:	10941194
Application Number:	11219408

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	038263-0191
NAME OF SUBMITTER:	Adam Kummins

Total Attachments: 3
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of March 24, 2010 (this "Agreement"), among REDPRAIRIE HOLDING, INC. ("Holdings"), REDPRAIRIE CORPORATION (the "Borrower"), the subsidiaries of the Borrower party hereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of March 24, 2010 (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 Credit Agreement dated as of March 24, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among Holdings, the Borrower, the Lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as Administrative 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. <u>Terms</u>. 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. <u>Grant of Security Interest</u>. 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 ratable 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 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 "Patent Collateral"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule I, and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein (collectively, "Patents"); and

(b) all Contractual Obligations providing for the grant of any right to or under any Patents, including those listed on Schedule I.

SECTION 3. <u>Security Agreement</u>. 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 Patent 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 (and for the avoidance of doubt, Excluded Assets shall not be part of the Patent Collateral).

SECTION 4. <u>Applicable Law</u>. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract.

[Signature Pages Follow]

Schedule I

I. Patents

Registered Owner	Type	Registration Number	Date Issued/Status
BlueCube Software, Inc.	Automated labor alert and remote Messaging system	5497141	03/05/96
BlueCube Software, Inc.	Multi-location management system	6854010	02/08/05
BlueCube Software, Inc.	Configuration Management and Software Distribution in a Heterogeneous Computer Network	09/672123	Abandoned
StorePerform Technologies, Inc.	Assignment and Re-assignment of tasks in a Distributed Task Management System	10/866,340	Abandoned
StorePerform Technologies, Inc.	Systems and Methods for Store Attribute Based Project Distribution	10/875,663	Abandoned
StorePerform Technologies, Inc.	Optimization of Workload at Multiple Locations of a Distributed Organization	10/941,194	Abandoned
StorePerform Technologies, Inc.	Automated Scheduling of Tasks in a Multi-Location, Distributed Organization	11/219,408	Abandoned

II. Patent Applications

None.