

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Symbol Technologies, Inc.		12/30/2004	CORPORATION:
RECEIVING PARTY DATA			
Name:	Retaligent Solutions, Inc.		
Street Address:	1050 Crown Point Parkway, Ste. 300		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30338		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	76572488	POSCLIENT 1:1	
Serial Number:	76572491	MCLIENT 1:1	
Serial Number:	76572492	ECLIENT 1:1	
Serial Number:	76572486	ESP 1:1	
CORRESPONDENCE DATA			
Fax Number:	(212)536-3901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-536-3900		
Email:	ckeenan@kling.com		
Correspondent Name:	Catherine R. Keenan		
Address Line 1:	599 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Catherine R. Keenan		
Signature:	/catherine r. keenan/		

CH \$115.00 76572488

Date:

02/01/2005

Total Attachments: 9

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INSTRUMENT OF ASSIGNMENT

INSTRUMENT OF ASSIGNMENT, dated as of December 30, 2004 (the "*Instrument of Assignment*"), by and among Retaligent Solutions, Inc., a corporation organized under the laws of the State of Delaware (the "*Buyer*") and Symbol Technologies, Inc., a corporation organized under the laws of the State of Delaware (the "*Seller*").

WITNESSETH:

WHEREAS, the Seller and the Buyer are parties to a certain Asset Purchase and Royalty Agreement Agreement, dated as of December 20, 2004 (the "*Agreement*");


WHEREAS, pursuant to the Agreement, the Seller has agreed to sell to the Buyer, to the extent owned by the Seller, certain Acquired Assets attributable to it, and the Buyer has agreed to purchase certain Acquired Assets;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, subject to the terms and conditions of the Agreement, the Seller and the Buyer agree as follows:

1. *Assignment of Acquired Assets.* Effective as of the Closing Date, the Seller does hereby severally sell, convey and assign to the Buyer, all of the Seller's right, title and interest in, to and under the Acquired Assets, and the Buyer hereby purchases all of such Acquired Assets, all upon the terms and conditions set forth in the Agreement.
2. *Purpose.* This Instrument of Assignment is entered into to effectuate the terms of the Agreement and shall not be construed to enhance, expand, modify, amend or waive any of the terms, conditions or provisions thereof.
3. *Governing Law.* This Agreement will be governed by and interpreted in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such state.
4. *Counterparts.* This Agreement may be executed in two or more counterparts all of which will together constitute one and the same instrument.
5. *Defined Terms.* Capitalized terms used herein but not defined shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, this Instrument of Assignment has been signed on behalf of each of the parties hereto as of the day and year first above written.

RETALIGENT SOLUTIONS, INC.

By: 
Name: Bryan A. Amador
Title: President

SYMBOL TECHNOLOGIES, INC.

By: _____
Name:
Title:

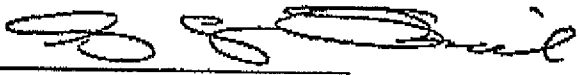
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IN WITNESS WHEREOF, this Instrument of Assignment ~~and Assumption~~ has been signed on behalf of each of the parties hereto as of the day and year first above written.

RETALIGENT SOLUTIONS, INC.

By: _____
Name:
Title:

SYMBOL TECHNOLOGIES, INC.

By: 
Name: CARL B. SCHMITT
Title: VICE PRESIDENT & TREASURER

ASSET PURCHASE AND ROYALTY AGREEMENT

This **ASSET PURCHASE AND ROYALTY AGREEMENT**, dated as of December __, 2004 (the "*Agreement*"), is made and entered into by and among Retailigent Solutions, Inc., a Delaware corporation (the "*Buyer*"), and Symbol Technologies, Inc., a Delaware corporation, (the "*Seller*").

WHEREAS, a portion of the Seller's business includes the business of developing and licensing retail point of sale, customer relationship management and custom apparel and mass customization software products for the retail business (the "*Business*"); and

WHEREAS, the Seller desires to sell, transfer and assign to the Buyer, and the Buyer desires to purchase, acquire and assume from the Seller, certain of the assets and liabilities relating to the Business all on the terms set forth herein (the "*Transaction*");

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article 1 THE TRANSACTION

1.1. Sale and Purchase of Acquired Assets.

Subject to the terms and conditions of this Agreement, at the Closing referred to in Section 1.7 below, the Seller shall sell, assign, transfer, deliver and convey to the Buyer, and the Buyer shall purchase from the Seller, the Acquired Assets (as defined below), free and clear of all liens and encumbrances of every kind, nature and description, for the Purchase Price specified below in Section 1.2.

"*Acquired Assets*" means all of the Seller's right, title and interest in, to and under the following:

- (a) all software that was acquired by the Seller from ImageWare Technologies, Inc. ("ImageWare"), pursuant to the Asset Purchase Agreement by and between the Seller, ImageWare and Bryan Amaral, dated as of January 17, 2003 (the "ImageWare Agreement"), including, without limitation the software referred to by ImageWare as ImageMate, MyClientBook, ImageWorks, ImageMax, eSP or I³POS as well as the software solution suite known as Clientele 1:1 Retail Mobility Suite, including but not limited to all source code that comprises the mClient 1:1, eClient 1:1, posClient 1:1, eSP 1:1, and Clientele 1:1 (except as otherwise set forth in Section 5.14 herein) Gift/Wish List Registry as more specifically set forth on Schedule 1.1 (a) hereto (the "*Software*"), in all versions, and with any and all enhancements developed or under development by the Seller, regardless of the stage of development of such Software, and any updates, enhancements, corrections, successors, replacements, improvements, new versions and work in process with respect to the Software which exist on or before the Closing Date

(as defined in Section 1.7);

(b) all technology incorporated into the Software that is authored, discovered, developed, made, perfected, improved, designed, engineered, devised, acquired, produced, conceived or first reduced to practice by the Seller or any employees of or consultants to the Seller or any third party working for the Seller that are incorporated into the Software, whether tangible or intangible, in any stage of development, including, without limitation, prototypes, enhancements, designs, technology, improvements, inventions, works of authorship, trade secrets, formulas, processes, routines, subroutines, techniques, methods, and algorithms, computer languages, source code, object code, flow charts, diagrams, coding sheets, source code listings and annotations, programmers' notes, information, work papers, work product and other materials of any type whatsoever, and all rights of any kind in or to any of the foregoing, including, without limitation, all related proprietary rights, licenses, trade secrets and patents, patent applications, and all related trademarks, service marks, trade names and the goodwill connected therewith, if any, and copyrights whether pending, applied for or issued (regardless of whether any or all of the foregoing constitutes copyrightable or patentable subject matter or matter protectable as a trade secret), franchises, databases, domain names (excluding those set forth in Schedule 2.12 (a) (i), (iii), (iv) and (v)), pages on the World Wide Web as provided in Schedule 2.12(a), computer programs and other computer software, including the software program, server codes, documentation, manuals, modules, artwork, database codes and Hyper Text Markup Language ("*HTML*") codes developed by the Seller (or any of its Affiliates or subsidiaries), processes and formulae, architecture, structure, display screens, layouts, instructions, templates, inventions, trade dress, logos and designs and all other documentation relating to the Software including, without limitation, product features, all uniform resource locators incorporated into each of the Software including, without limitation, the Website as set forth in Schedule 2.12 (a) (ii), together with all content of Seller's Website(s) relating to the Software (collectively, the "*Technology*"). Notwithstanding the above, the term "*Technology*" does not include any of the foregoing if and to the extent that it involves or relates to the technology of, or is incorporated into any third party software that is licensed to, Seller for use in and/or incorporation into the Software. All of such third party software is set forth in Schedule 2.12(b)(ii) hereto;

(c) subject to the provisions of Section 1.6 hereof, the contracts, licenses, agreements and instruments listed or described in Schedule 1.1(c) relating to the Software (the "*Assumed Contracts*");

(d) advance payments, customer or other deposits, prepaid items and expenses, deferred charges, rights of offset and credits and claims for refund relating to any of the Acquired Assets or Assumed Liabilities;

(e) all claims, choses in action, causes of action and judgments relating to any of the Acquired Assets;

(f) all certifications, franchises, approvals, permits, licenses, orders,

registrations, certificates, authorizations and other similar rights relating to the Software which are necessary for Buyer's use of the Software as it is currently used by the Seller (collectively, "*Permits*") obtained from any Governmental Body or professional or trade organization, and all pending applications therefor, in each case solely where sale, assignment or transfer is permitted by applicable law. To the best of Seller's knowledge, there are no such Permits;

(g) books, records, files, documents, correspondence, lists, plans, drawings, and specifications, creative materials, advertising and promotional materials including studies, reports, computer program and computer software documentation, images, web pages and other materials, in any media, relating to the Software or the Business;

(h) warranties, guarantees and indemnification rights with respect to any of the Acquired Assets;

(i) all rights to insurance proceeds relating to the damage, destruction or impairment of the Acquired Assets or other rights described in this Section 1.1, which damage, destruction or impairment occurred on or prior to the Closing;

(j) all rights and benefits actually held by the Seller as of the Closing arising out of or from or relating to the Acquired Assets, including enforcement rights and claims for damages, arising from any noncompetition agreements, nonsolicitation agreements, intellectual property assignments, nondisclosure agreements, and other instruments or agreements securing the Technology in the Seller (collectively, the "*Beneficial Technology Contracts*"); and,

(k) the trade names and/or trademarks: "mClient 1:1", "eClient 1:1", "posClient 1:1", and "eSP 1:1", and, should Buyer elect in writing at any time prior to the Closing or during the Term, the trade name "Clientele 1:1". Absent Buyer executing and delivering such writing to Seller either before or after Closing, the trade name "Clientele 1:1" shall not be included in or made a part of the Acquired Assets; and,

(l) all lists of any actual or prospective customers or licensees of the Software.

In no way shall the assignment of the rights and benefits, including enforcement rights and claims for damages, arising from the Beneficial Technology Contracts be deemed to be an assumption by the Buyer of any obligations or other duties under such Beneficial Technology Contracts.

"ImageWare Assets" means all of the Software, Technology, Intellectual Property and Computer Software (each as defined in the ImageWare Agreement) that Seller purchased and acquired from ImageWare under and pursuant to the ImageWare Agreement effective as of January 17, 2003 as and in the condition that they existed as of and at the time of the Closing (as defined in the ImageWare Agreement) that was effective as of January 17, 2003, but does not include any modifications of, enhancements to and/or improvements to or derivative works of any such Software, Technology, Intellectual Property or Computer Software after January 17,

Schedule 2.12

Patents/Inventions, etc

- (1) Tradenames: mClient 1:1, eClient 1:1, and posClient 1:1; and eSP 1:1


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SYMBOL TECHNOLOGIES, INC.

By: _____

Title: _____

RETALIGENT SOLUTIONS, INC.

By: 
Title: President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SYMBOL TECHNOLOGIES, INC.

By: 

Title: Treasurer

RETALIGENT SOLUTIONS, INC.

By: _____

Title: _____