

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/01/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Retail Technologies International, Inc.		10/12/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Island Pacific, Inc.
Street Address:	2330 East Bidwell Street, Suite 110
City:	Folsom
State/Country:	CALIFORNIA
Postal Code:	95630
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2315952	RETAIL PRO
Registration Number:	2386903	RETAIL PRO
Registration Number:	2394679	RPRO

CORRESPONDENCE DATA

Fax Number: (916)488-4139
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 916-489-3427
 Email: etip@cwo.com
 Correspondent Name: Ellen J. Tenuid
 Address Line 1: 3711 Thode Way
 Address Line 4: Sacramento, CALIFORNIA 95821

NAME OF SUBMITTER:	Ellen J. Tenuid
--------------------	-----------------

Signature:

//et/

Date:

10/28/2005

Total Attachments: 3

source=US Assignment retail pro 2006#page1.tif

source=US Assignment retail pro 2006#page2.tif

source=US Assignment retail pro 2006#page3.tif

NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**") is made as of 1 June 2004 by Retail Technologies International, Inc., a California corporation, to Island Pacific, Inc., a Delaware corporation.

RECITALS

WHEREAS, Retail Technologies International, Inc., (hereinafter "**Assignor**") has adopted, is the owner of, has used and is using the trademark(s) and/or service mark(s) registered in the United States Patent & Trademark Office, as set forth on the annexed Schedule "A" (hereinafter collectively referred to as the Trademarks); and

WHEREAS, Island Pacific, Inc., (hereinafter "**Assignee**") on 1 June 2004, acquired all right, title, and interest in and to the Trademarks including any chose in action relating to said Trademarks, together with the goodwill of the business symbolized by the Trademarks and the registration(s) thereof as set forth on annexed Schedule "A"; and;

WHEREAS, it is desired that the assignment of the Trademarks identified on annexed Schedule "A" be made of record in the United States Patent & Trademark Office.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, other good and valuable considerations, and the mutual covenants and agreements contained in this Assignment, the receipt and sufficiency of all of which is hereby acknowledged, Assignor agrees as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Trademarks, including, without limitation, all registrations and applications therefor and the right to apply for and register the Trademarks, in the United States of America, and all foreign countries, together with the goodwill pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income and royalties now or hereafter due or payable with respect to the Trademarks and any and all claims, damages, losses, liabilities and expenses (including reasonable expenses of investigation and reasonable attorneys' fees and expenses in connection with any action, suit or proceeding) ("**Damages**") by reason of past infringements of the Trademarks, along with the right to sue for and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and, in the case of any Trademark registrations, or applications therefor, made or filed with any office of any country or countries foreign to the United States, and/or any officer of such country whose duty it is to issue Trademarks or other evidence or forms of intellectual property protection or applications as aforesaid, to record Assignee as the assignee of all of Assignor's right, title and interest in and to the Trademarks in accordance with the terms of this instrument.

3. Assignor agrees to assist Assignee in every legal way to evidence, record and perfect the assignment of Trademarks described in the Recitals above and to apply for and obtain recordation of, and from time to time enforce, maintain and defend, the Trademarks.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first written below.

Dated: Oct 12, 2005

Retail Technologies International, Inc.:

By: *Jeff Boone*
Name: Jeff Boone
Title: Chief Technology Officer

State of California }
County of Sacramento }

SS:

On October 12, 2005, before me, R.O. Hemmeter, a Notary Public in and for said State, personally appeared **Jeff Boone**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

R.O. Hemmeter
NOTARY PUBLIC



SCHEDULE "A"

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country</u>
Retail Pro	2,315,952	February 8, 2000	United States
Retail Pro	2,386,903	September 19, 2000	United States
RPro	2,394,679	October 17, 2000	United States