

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
Pan-Oston Ltd.		03/22/2006	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Retail Logic, Inc.		
Street Address:	6944 Louisville Road		
City:	Bowling Green		
State/Country:	KENTUCKY		
Postal Code:	42101		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1761388	PAN-OSTON	
CORRESPONDENCE DATA			
Fax Number:	(901)537-1010		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	901-537-1000		
Email:	dschelling@wyattfirm.com		
Correspondent Name:	Douglas W. Schelling		
Address Line 1:	1715 Aaron Brenner Drive		
Address Line 2:	Suite 800		
Address Line 4:	Memphis, TENNESSEE 38120-4367		
ATTORNEY DOCKET NUMBER:	400496.1		
NAME OF SUBMITTER:	Douglas W. Schelling		
Signature:	/Douglas W. Schelling/		

CH \$40.00 1761388

Date:

10/31/2006

Total Attachments: 3

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**TRADEMARK ASSIGNMENT
AND ASSUMPTION OF LICENSE AGREEMENT**

WHEREAS Pan-Oston Ltd. (hereinafter "Assignor") of 6944 Louisville Road, Bowling Green, KY 42101, has adopted, used, is using, and owns the marks listed on the attached Schedule of Trademarks ("Marks"); and

WHEREAS, on March 22, 2006, Assignor licensed the Inventions to Pan-Oston Acquisition, Ltd. pursuant to the terms of that certain Trademark License Agreement ("License Agreement");

WHEREAS Retail Logic, Inc. (hereinafter "Assignee") a Delaware limited liability company, of 6944 Louisville Road, Bowling Green, KY 42101, desires to acquire the Marks and assume all of Assignor's obligations under the License Agreement;

WHEREAS Assignor and Assignee acknowledge and agree that this Trademark Assignment is made subject to JPMorgan Chase Bank, N.A. ("Chase")'s security interest in the subject Marks pursuant to that certain Credit Agreement dated as of November 15, 2002, among Chase, Assignee and certain other parties (as amended or modified, "Credit Agreement"), that certain Collateral Assignment of Trademark (as defined in the Credit Agreement), that certain Security Agreement (U.S.) (as defined in the Credit Agreement), and other Loan Documents (as defined in the Credit Agreement). Assignor and Assignee agree that (a) this Trademark Assignment does not release or otherwise impair the security interest in favor of Chase, which remains in effect, and (b) nothing contained in this Trademark Assignment shall in any way amend, modify, waive or terminate any terms, covenants or agreements as provided in the Credit Agreement, the Collateral Assignment of Trademark, the Security Agreement (U.S.) and other Loan Documents.

NOW, THEREFORE, in consideration of the sum of ONE (\$1.00) DOLLAR, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer and sets over to Assignee all right, title, and interest in and to the Marks, together with the good will of the business symbolized by the Marks. Assignee hereby accepts the foregoing assignment and hereby agrees to perform all of the terms and conditions of the License Agreement to be performed on the part of Assignor and assumes all of the liabilities and obligations of Assignor under the License Agreement; and

Assignor, on behalf of itself and its executors and administrators, hereby covenants and agrees to do all such lawful acts and things and to execute without further consideration such further lawful assignments, documents, assurances, applications and other instruments as may reasonably be required by said Assignee, its successors, assigns, or legal representatives, to ensure the assignment of the License Agreement to Assignee.

[signatures on following page]

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered by a duly authorized officer of the Assignor and Assignee.

PAN-OSTON LTD.

By: Doug Smith

Name: Doug Smith

Title: Secretary

Date: _____

Witnessed by:

By: Jane Watts

Name: JANE WATTS

Title: Admin. Assistant

Date: _____

RETAIL LOGIC, INC.

By: Doug Smith

Name: Doug Smith

Title: Secretary

Date: _____

Witnessed by:

By: Jane Watts

Name: JANE WATTS

Title: Admin. Assistant

Date: _____

SCHEDULE OF TRADEMARKS

United States Trademark Registration No. 1,761,388 for PAN-OSTON having a registration date of March 30, 1993.

Canadian Trademark Registration No. TMA402362 for PAN-OSTON having a registration date of September 4, 1992.

Canadian Trademark Registration No. TMA399641 for OSTON having a registration date of June 26, 1992.