

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Applied Retail Solutions, Inc.		12/21/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	National Australia Bank Limited
Street Address:	Level 25, 255 George Street
City:	Sydney, New South Wales 2000
State/Country:	AUSTRALIA
Postal Code:	2000
Entity Type:	Australian Bank: AUSTRALIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3203434	ISLAND PACIFIC
Registration Number:	2317062	THE EYE EXPLORER

CORRESPONDENCE DATA

Fax Number: (650)493-6811

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 650-496-7543

Email: nbouch@wsgr.com

Correspondent Name: Nancy Bouch, Sr Paralegal, c/o WSGR

Address Line 1: 650 Page Mill Road

Address Line 2: FH 2-1 / P10

Address Line 4: Palp Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:

36510.006

DOMESTIC REPRESENTATIVE

Name:

900094927

TRADEMARK
REEL: 003683 FRAME: 0686

CH \$65.00 3203434

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Nancy Bouch

Signature:

/s/NBouch

Date:

12/21/2007

Total Attachments: 3

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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of December 21, 2007, is executed by Applied Retail Solutions, Inc., a California corporation ("**Debtor**"), in favor of National Australia Bank Limited, as collateral agent ("**Secured Party**").

A. Reference is made to a Security Agreement (Personal Property), dated as of December 21, 2007 (as amended, restated, modified or otherwise supplemented from time to time, the "**Security Agreement**"), by and between Debtor and Secured Party.

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedule 1 annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "**Trademarks**");

C. Schedule 1 hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks which Debtor legally or beneficially owns. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedule 1 in order to maintain such schedules completeness or accuracy.

D. Debtor hereby grants to the Secured Party a security interest in the Collateral (as defined in the Security Agreement), which includes, but is not limited to, the Trademarks, to secure the payment, performance and observance of the Secured Money and the Secured Obligations (in each case as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Money and the Secured Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

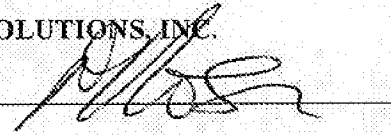
Collateral Agent's address is:

National Australia Bank Limited
Level 25, 255 George Street,
Sydney, New South Wales 2000, Australia

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

APPLIED RETAIL SOLUTIONS, INC.

By: _____



Name: David Rosen

Title: President

{Signature Page to Grant of Security Interest – Trademarks}

SCHEDULE 1

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
"Island Pacific"	1/30/2007	3203434
"The Eye Explorer"	2/8/2000	2317062