

**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.		06/01/2004	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Island Pacific, Inc.
Street Address:	3252 Holiday Court, Suite 226
City:	La Jolla
State/Country:	CALIFORNIA
Postal Code:	92037
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1713204	RETAIL PRO

**CORRESPONDENCE DATA**

Fax Number: (916)488-4139  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 858-550-3378  
 Email: etipservices@gmail.com  
 Correspondent Name: Denise Calloway  
 Address Line 1: 3252 Holiday Court, Suite 226  
 Address Line 4: La Jolla, CALIFORNIA 92037

NAME OF SUBMITTER:	Ellen J. Tenud
Signature:	//EllenJTenud//
Date:	02/18/2008

OP \$40.00 1713204

**Total Attachments: 3**

source=Affidavit of Nunc Pro Tunc Trademark Assignment 1713204#page1.tif

source=Affidavit of Nunc Pro Tunc Trademark Assignment 1713204#page2.tif

source=Affidavit of Nunc Pro Tunc Trademark Assignment 1713204#page3.tif

## AFFIDAVIT OF NUNC PRO TUNC TRADEMARK ASSIGNMENT

I, Barry Schechter, do solemnly and sincerely declare as follows:

1. I am a citizen of the United States of America. I have first hand knowledge of the facts set forth in this Affidavit, and could testify competently thereto.

2. I am Chief Executive Officer of Island Pacific, Inc. with a business address at 3252 Holiday Court, Suite 226, La Jolla, California 92037, United States of America. In my capacity as Chief Operating Officer, I am duly authorized to make this Affidavit on behalf of Island Pacific, Inc. I have been Chief Executive Officer of Island Pacific, Inc. since prior to June 1, 2004.

3. On June 1, 2004, Island Pacific, Inc. acquired all right, title and interest in the company Retail Technologies International, Inc., a California corporation, including all right, title, and interest in and to the Trademarks including any choice 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". Island Pacific, Inc. and Retail Technologies International, Inc. entered into an Amended and Restated Agreement of Merger and Plan of Reorganization (hereinafter the Restated Agreement) controlling the transfer of the rights in the marks.

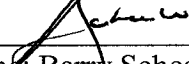
4. Pursuant to the Restated Agreement, Retail Technologies International, Inc. did sell, transfer, convey, assign and deliver to Island Pacific, Inc. all of Retail Technologies International, Inc.'s right, title and interest in and to the Trademarks, including, without limitation, all registrations and 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 Island Pacific, Inc. for Island Pacific, Inc.'s own use and enjoyment, and for the use and enjoyment of Island Pacific, Inc.'s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Retail Technologies International, Inc. if that 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 Island Pacific and its successors, assigns and other legal representatives.

5. Island Pacific, Inc. 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, 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 Island Pacific, Inc. as the assignee of all of Retail Technologies International, Inc.'s right, title and interest in and to the Trademarks in accordance with the terms of the Restated Agreement.

IN WITNESS WHEREOF, Island Pacific, Inc. has executed this Affidavit of Nunc Pro Tunc Trademark Assignment on the date first written below.

Dated: December 13, 2007

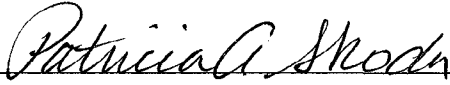
**Island Pacific, Inc.:**

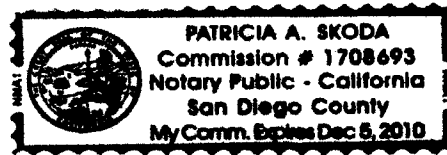
By:   
Name: Barry Schechter  
Title: Chief Executive Officer

State of California }  
  }     SS:  
County of San Diego }

On December 13, 2007, before me, Patricia A. Skoda, a Notary Public in and for said State, personally appeared **Barry Schechter**, personally known to me 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.

  
NOTARY PUBLIC



**SCHEDULE "A"**

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country</u>
Retail Pro and Design	1,713,204	September 8, 1992	United States