

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
Valens Offshore SPV II, Corp.		06/25/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Retail Pro International, LLC
Street Address:	400 Plaza Drive
Internal Address:	Suite 200
City:	Folsom
State/Country:	CALIFORNIA
Postal Code:	95630
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1626868	OTB FORECASTER
Registration Number:	1713204	RETAIL PRO
Registration Number:	2315952	RETAIL PRO
Registration Number:	2386903	RETAIL PRO
Registration Number:	2394679	RPRO
Registration Number:	2591700	SYNARO
Registration Number:	2564680	SYNARO

CORRESPONDENCE DATA

Fax Number: (312)896-5678
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3124643135
 Email: msmolucka@loeb.com
 Correspondent Name: Scott J. Giordano/Loeb & Loeb LLP
 Address Line 1: 345 Park Avenue

CH \$190.00 1626868

Address Line 4: New York, NEW YORK 10154

ATTORNEY DOCKET NUMBER:

211158-10054

NAME OF SUBMITTER:

Mary Ann Smolucka

Signature:

/s/ Mary Ann Smolucka

Date:

07/01/2009

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made as of this 25th day of June 2009 ("Effective Date") by and between Valens Offshore SPV II, Corp., a Delaware corporation ("Assignor"), and Retail Pro International, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, subject to the remaining necessary steps that the previous assignors are and will be taking to perfect title in the Trademarks (defined below) identified in Schedule A, the Assignor is the owner of an undivided ownership interest of all right, title and interest in certain trademarks, trade names, corporate names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, arising under the laws of the United States, and other countries, whether registered, unregistered or at common law, the goodwill connected with the use of and symbolized thereby, the registrations and recordings thereof, and applications therefore, in the United States Patent and Trademark Office, in any similar office or agency of the United States, any State of the United States, and in any other country or political subdivision thereof, including but not limited to the registrations, applications and common law trademarks listed on the Schedule A attached hereto (collectively, the "Trademarks");

WHEREAS, the Assignor acquired their interest in the Trademarks by virtue of prior transactions and the previous assignors have been endeavoring to perfect their title in the Trademarks, but the perfection of title in all of the Trademarks has not been completed and some jurisdictions have not recognized previous assignors' title in the Trademarks; and

WHEREAS, Schedule A describes the current status of the Trademarks, in the United States and elsewhere; and

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desire to convey to Assignee, whatever right, title and interest Assignor have in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. The Assignor does hereby assign to the Assignee, free and clear of all liens, all of the Assignor's right, title and interest in, to and under said Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks; and all causes of action the Assignor may have for the infringement of such Trademarks, including all rights the Assignor have to sue and collect damages and payments for claims of past or future infringements of the Trademarks.

2. The parties hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and corresponding authorities in all jurisdictions worldwide, to record the title of the Assignee as owner of all right, title, and interest in and to the Trademarks. Upon the Assignee's request, the Assignor shall communicate to the Assignee any facts relating to the Trademarks and the history thereof known to the Assignor and shall assist the Assignee and execute any further documents, filings or notices to vest full title and interest in and to the Trademarks and other corresponding rights in the Assignee.

3. The Assignor represents and warrants that it is the owner of the Trademarks, and that the Trademarks are being assigned with clear title (subject to the remaining perfection of title steps as indicated herein) and that they have not previously transferred the rights being assigned to the Assignee. The Assignor further represents and warrants that the registrations and applications listed on the attached Schedule A are in good standing, valid, and enforceable, and the Assignor has performed all acts and have paid all renewal, maintenance, and other fees and taxes required to maintain each registration and application listed on the attached Schedule A in full force and effect.

4. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

5. This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns to each of the Assignor and the Assignee.

6. The individuals signing this document on behalf of corporate entities represent and declare that they are authorized to execute this document on behalf of such corporate entities.

7. This Assignment may be executed in any number of counterparts, and by the parties hereto on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Assignment, but all the counterparts shall together constitute but one and the same instrument. Each counterpart may be delivered by facsimile transmission or portable data format (PDF), which transmission shall be deemed delivery of an originally executed document.

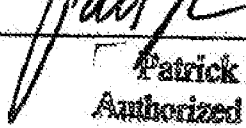
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IN WITNESS WHEREOF, the undersigned have executed this Assignment on the date first written above.

ASSIGNOR:

VALENS OFFSHORE SPV II, CORP.

By: Valens Capital management, LLC, its
investment manager

By: 
Name: Patrick Regan
Title: Authorized Signatory

ACCEPTED AND AGREED TO:

ASSIGNEE:

RETAIL PRO INTERNATIONAL, LLC

By: _____
Name:
Title:

SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT
(VALENS TO NEWCO)

TRADEMARK
REEL: 004015 FRAME: 0990

IN WITNESS WHEREOF, the undersigned have executed this Assignment on the date first written above.

ASSIGNOR:

VALENS OFFSHORE SPV II, CORP.

By: Valens Capital management, LLC, its
investment manager

By: _____
Name:
Title:

ACCEPTED AND AGREED TO:

ASSIGNEE:

RETAIL PRO INTERNATIONAL, LLC

By: Ken Sapp
Name: Ken Sapp
Title: Vice President

SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT
(VALENS TO NEWCO)

TRADEMARK
REEL: 004015 FRAME: 0991

SCHEDULE A

MARKS IN WHICH RETAIL PRO, INC. HAS AN OWNERSHIP INTEREST

Country	Mark	Registration No.	Registration Date	Renewal Date	Registrant Name
Argentina	Retail Pro	1.745.509	July 22, 1999	July 22, 2009	Retail Technologies International, Inc.
Australia	Retail Pro	753,023	January 19, 1998	January 19, 2018	Island Pacific, Inc.
Austria	Retail Pro	188,845	May 30, 2000	May 30, 2010	Island Pacific, Inc.
Brazil	Retail Pro	821.473.158	October 28, 2003	October 28, 2012	Retail Technologies International, Inc.
Canada	Retail Pro	483,355	September 30, 1997	September 30, 2012	Island Pacific, Inc.
China	Retail Pro	1518069	February 7, 2001	February 6, 2011	Retail Technologies International, Inc.
Dominican Republic	Retail Pro	0100931	November 30, 1998	November 30, 2018	Retail Pro, Inc.
European Community	Retail Pro	003495512	November 20, 2007	October 30, 2013	Island Pacific, Inc.
Ecuador	Retail Pro	1936-00 DNPI	April 6, 2000	April 6, 2010	Retail Technologies International, Inc.
Egypt	Retail Pro	139389	January 3, 2001	January 2, 2011	Retail Technologies International, Inc.
El Salvador	Retail Pro	102 Book 105	May 31, 2000	May 31, 2010	Island Pacific, Inc.
France	Retail Pro	97663817	February 14, 1991	February 14, 2017	Island Pacific, Inc.
Germany	Retail Pro	397 07 044	May 16, 1997	February 28,	Island Pacific,

				2017	Inc.
Greece	Retail Pro	141 709	March 19, 2001	September 9, 2009	Island Pacific, Inc.
Hong Kong	Retail Pro	B 02705/2001	July 14, 1999	July 14, 2016	Island Pacific, Inc.
India	Retail Pro	985223	January 22, 2001	January 22, 2011	Retail Technologies International, Inc.
Indonesia	Retail Pro	441380	March 1, 2000	July 21, 2008	Island Pacific, Inc.
Ireland	Retail Pro & Design	217,585	October 7, 1999	October 7, 2009	Island Pacific, Inc.
Italy	Retail Pro	788.336	September 2, 1999	March 7, 2017	Island Pacific, Inc.
Japan	Retail Pro	4626192	November 29, 2002	November 29, 2012	Retail Technologies International, Inc.
Kuwait	Retail Pro & Design	42300	August 10, 2003	October 15, 2009	Island Pacific, Inc.
Malta	Retail Pro	33210	January 30, 2001	January 30, 2011	Island Pacific, Inc.
Mexico	Retail Pro	481,718	December 6, 1994	November 10, 2014	Retail Technologies International, Inc.
New Zealand	Retail Pro	B287487	November 23, 1998	January 21, 2015	Island Pacific, Inc.
Panama	Retail Pro	103115	October 5, 1999	October 4, 2009	Island Pacific, Inc.
Philippines	Retail Pro	4-1998-00696	August 17, 2006	August 17, 2016	Island Pacific, Inc.
Portugal	Retail Pro	321960	October 3, 1997	October 3, 2017	Island Pacific, Inc.
Saudi Arabia	Retail Pro	622/77	April 19, 2002	November 14, 2010	Island Pacific, Inc.
Singapore	Retail Pro	T98/01753Z	February 27, 1998	February 27, 2018	Island Pacific, Inc.
South Africa	Retail Pro	99/18229	October 5, 1999	October 5, 2009	Island Pacific, Inc.
Spain	Retail Pro	1.989.970	July 5, 1999	October 11, 2015	Island Pacific, Inc.
Switzerland	Retail Pro & Design	469 077	February 25, 2000	September 22, 2009	Island Pacific, Inc.
Taiwan	Retail Pro	940167	May 1, 2001	April 30,	Island Pacific,

				2011	Inc.
United States	OTB Forecaster	1,626,868	December 11, 1990	December 11, 2010	Retail Technologies International, Inc.
United States	Retail Pro & Design	1,713,204	September 8, 1992	September 8, 2012	Retail Pro, Inc.
United States	Retail Pro (word mark)	2,315,952	February 8, 2000	February 8, 2010	Retail Pro, Inc.
United States	Retail Pro (stylized)	2,386,903	September 19, 2000	September 19, 2010	Retail Pro, Inc.
United States	RPRO	2,394,679	October 17, 2000	October 17, 2010	Retail Pro, Inc.
Venezuela	Retail Pro	P-222.352	July 7, 2000	July 7, 2010	Retail Technologies International, Inc.

Country	Mark	Application No.	Filing Date	Applicant Name
Kuwait	Retail Pro and Design	103518	May 27, 2009	Retail Pro, Inc.
Malaysia	Retail Pro	98/08531	July 21, 1998	Retail Technologies, Inc.
Peru	Retail Pro	377884	December 30, 2008	Retail Pro, Inc.

MARKS IN WHICH PAGE DIGITAL INCORPORATED HAS AN OWNERSHIP INTEREST

Country	Mark	Registration No.	Registration Date	Renewal Date	Registration Status
United States	Synaro (stylized)	2,591,700	July 9, 2002	-	LAPSED
United States	Synaro (typed)	2,564,680	April 23, 2002	-	LAPSED