

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Intellectual Property

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Retail Pro International, LLC		06/25/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	LV Administrative Services, Inc.
Street Address:	335 Madison Avenue
Internal Address:	10th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION:

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

CH \$190.00 1626868

Address Line 1: 345 Park Avenue
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: 07/02/2009

Total Attachments: 10
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GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY ("Grant"), effected as of June 25, 2009, is executed by Retail Pro International, LLC, a Delaware limited liability company (the "Grantor"), in favor of LV Administrative Services, Inc., as agent for the Lenders (as defined in the Security Agreement referred to below) (the "Secured Party").

A. Pursuant to that certain Master Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantor and the Secured Party, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Grantor has granted a security interest to the Secured Party, for itself and the ratable benefit of the Lenders, in consideration of the Lenders' agreement to provide financial accommodations to the Grantor.

B. The Grantor is the owner of all right, title and interest in and to 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, any State or any other country or political subdivision thereof, whether registered, unregistered or at common law, and all goodwill connected with the use of and symbolized thereby, all registrations and recordings thereof, and all applications therefore, in the United States Patent and Trademark Office, in any similar office or agency of the United States, any State, and any other country or political subdivision, including but not limited to the registrations, applications and common law trademarks listed on the Schedule 1 attached hereto (collectively, the "Trademarks").

C. The Grantor is the owner of all right, title and interest in and to certain copyrights, including published and unpublished works of authorship in all forms and media (including without limitation software, databases, source code, object code, documentation, internet site content, advertising and marketing materials, artwork, audio and video recordings, derivative works and compilations) whether copyrightable or not, all rights therein and thereto including all rights to copy, prepare derivative works based on, distribute copies of, perform and display such published and unpublished works of authorship, all U.S. and foreign registrations and applications therefor, all renewals, extensions, restorations and reversions thereof, and all rights granted under any U.S. or foreign laws, and under any international treaties, now or hereafter granted, including but not limited to the registrations and applications listed on the Schedule 2 attached hereto (collectively, the "Copyrights", and together with the Trademarks, the "Intellectual Property").

D. The Grantor wishes to confirm its grant of a security interest to the Secured Party, for itself and the ratable benefit of the Lenders, in all right, title and interest of the Grantor in and to the Intellectual Property, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to the Intellectual Property, including, but not limited to, all causes of action which may exist by reason of infringement of any of the Intellectual Property (collectively, the "IP Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement).

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

1. The Grantor does hereby further grant to the Secured Party, for itself and the ratable benefit of the Lenders, a security interest in the IP Collateral to secure the full and prompt payment, performance and observance of the Obligations.

2. The Grantor agrees to perform, so long as the Security Agreement is in effect, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at the Grantor's expense, in obtaining and enforcing the Intellectual Property in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. The Grantor hereby appoints the Secured Party as the Grantor's attorney-in-fact to execute and file any and all agreements, instruments, documents and papers as the Secured Party may determine to be necessary or desirable to evidence the Secured Party's security interest in the Intellectual Property or any other element of the IP Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.

3. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the IP Collateral granted hereby are more fully set forth in the Security Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

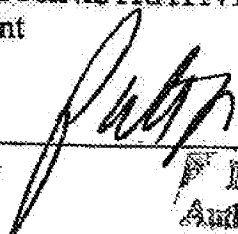
4. The Grantor hereby authorizes the Secured Party to file all such financing statements or other instruments to the extent required by the Uniform Commercial Code as in effect, from time to time, in the State of New York and agrees to execute all such other documents, agreements and instruments as may be required or deemed necessary by the Secured Party, in each case for purposes of affecting or continuing the Secured Party's security interest in the IP Collateral.

5. This Grant may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument. It is understood and agreed that if facsimile or other electronic copies of this Grant bearing facsimile or other electronic signatures are exchanged between the parties hereto, such copies shall in all respects have the same weight, force and legal effect and shall be fully as valid, binding, and enforceable as if such signed facsimile or other electronic copies were original documents bearing original signature.

[Remainder of Page Intentionally Left Blank; Signatures Follow]


SECURED PARTY:

LV ADMINISTRATIVE SERVICES, INC.,
as agent

By: 
Name: Patrick Regan
Title: Authorized Signatory

STATE OF New York
COUNTY OF New York ss.:

On this 19th day of June, 2009 before me personally came Patrick Regan
who, being by me duly sworn, did state as follows: that [s]he is
Authorized Signatory of LV Administrative Services, Inc., that [s]he is authorized to execute
the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board
of Directors of said corporation.


Notary Public

YAHAYRA REYES
Notary Public, State of New York
No. 01REG088711
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires Jan. 14, 2010

SCHEDULE 1

Trademarks

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

SCHEDULE 2

Copyrights

Unregistered Copyrights

Retail Pro, Inc. website content (www.RetailPro.com)

Retail Pro, Inc. End User License Agreement

Retail Pro, Inc. monthly newsletters (Retail Pro Chronicle)

Page Digital Incorporated website content (www.Synaro.com)

Retail Pro, Inc., Page Digital Incorporated, IP Retail Technologies International, Inc. and Sabica Ventures, Inc. Product User's Manuals and other product support materials

Various printed and electronic materials of Retail Pro, Inc., Page Digital Incorporated, IP Retail Technologies International, Inc. and Sabica Ventures, Inc.