

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/26/2009

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Retail Pro, Inc.		09/18/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Laurus Master Fund, Ltd.
Street Address:	335 Madison Avenue, 10th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	a Cayman Islands Ltd. company: CAYMAN ISLANDS

Name:	Valens Offshore SPV II, Corp.
Street Address:	335 Madison Avenue, 10th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: DELAWARE

Name:	Midsummer Investment, Ltd.
Street Address:	295 Madison Avenue, 38th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	a Bermuda Ltd. company: BERMUDA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1713204	RETAIL PRO

CH \$115.00 1713204

900145030

**TRADEMARK
 REEL: 004076 FRAME: 0401**

Registration Number:	2315952	RETAIL PRO
Registration Number:	2386903	RETAIL PRO
Registration Number:	2394679	RPRO

CORRESPONDENCE DATA

Fax Number: (916)520-5713
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 916-444-1000
Email: trademark@downeybrand.com
Correspondent Name: Michael J. Thomas
Address Line 1: 621 Capitol Mall, 18th Floor
Address Line 4: Sacramento, CALIFORNIA 95814

ATTORNEY DOCKET NUMBER:	39412.0
NAME OF SUBMITTER:	Michael J. Thomas
Signature:	//michaeljthomas//
Date:	10/09/2009

Total Attachments: 3
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NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**") is made as of 26 June 2009 by Retail Pro, Inc., a Delaware corporation, to Laurus Master Fund, Ltd. (in Liquidation), a Cayman Islands company, Valens Offshore SPV II, Corp., a Delaware corporation and Midsummer Investment, Ltd., a Bermuda company.

RECITALS

WHEREAS, Retail Pro, Inc., (hereinafter "**Assignor**") has adopted, is the owner of, has used and is using the trademark(s) and/or service mark(s) registered in the United States Patent & Trademark Office, as set forth on the annexed Schedule "A" (hereinafter collectively referred to as the Trademarks); and

WHEREAS, Laurus Master Fund, Ltd., Valens Offshore SPV II, Corp., and Midsummer Investment, Ltd., (collectively hereinafter "**Assignees**") on 26 June 2009, acquired 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"; and;

WHEREAS, it is desired that the assignment of the Trademarks identified on annexed Schedule "A" be made of record in the United States Patent & Trademark Office.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, other good and valuable considerations, and the mutual covenants and agreements contained in this Assignment, the receipt and sufficiency of all of which is hereby acknowledged, Assignor agrees as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignees all of Assignor'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 Assignees for Assignees' own use and enjoyment, and for the use and enjoyment of Assignees' successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this 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 Assignees and its successors, assigns and other legal representatives.

2. Assignor 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, and/or any officer of such country whose duty it is to issue Trademarks or other evidence or

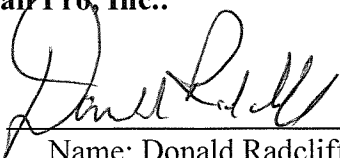
forms of intellectual property protection or applications as aforesaid, to record Assignees as the assignee of all of Assignor's right, title and interest in and to the Trademarks in accordance with the terms of this instrument.

3. Assignor agrees to assist Assignees in every legal way to evidence, record and perfect the assignment of Trademarks described in the Recitals above and to apply for and obtain recordation of, and from time to time enforce, maintain and defend, the Trademarks.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first written below.

Dated: September 18, 2009

Retail Pro, Inc.:

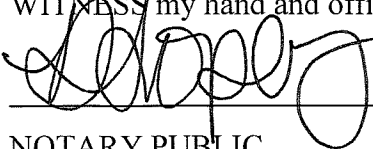
By: 
Name: Donald Radcliffe
Title: Chief Executive Officer

State of New York }
County of New York } SS:

On SEPT 18, 2009, before me, David Lopez, a Notary Public in and for said State, personally appeared **Donald Radcliff**, who proved to me on the basis of satisfactory evidence 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.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ ^{NEW YORK} that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


NOTARY PUBLIC

DAVID LOPEZ
NOTARY PUBLIC STATE OF NEW YORK
NO. 01LO6177079
QUALIFIED IN BRONX COUNTY
COMMISSION EXPIRES NOVEMBER 5 2011

SCHEDULE "A"

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<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Retail Pro and Design	1,713,204	September 8, 1992
Retail Pro (word mark)	2,315,952	February 8, 2000
Retail Pro (stylized mark)	2,386,903	September 19, 2000
RPRO	2,394,679	October 17, 2000