



**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

1/22/09

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Retail Pro, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s):

Execution Date(s) 9-18-09

- Assignment
- Security Agreement
- Other See Attached
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Laurus Master Fund, Ltd.

Internal Address: _____

Address: _____

Street Address: 335 Madison Avenue, 10th Floor

City: New York

State: New York

Country: USA Zip: 10017

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Company Citizenship Cayman Islands

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1713204, 2315952, 2386903, 2394679

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michael J. Thomas, Downey Brand LLP

Internal Address: _____

Street Address: 621 Capitol Mall, 18th Floor

City: Sacramento

State: California Zip: 95814

Phone Number: 916-444-1000

Fax Number: 916-520-5713

Email Address: trademark@downeybrand.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number 041583

Authorized User Name Michael J. Thomas

9. Signature:

January 22, 2009
Date

Michael J. Thomas
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

18

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ATTACHMENT TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

2. Additional Names and Addresses of Receiving Party(ies):

Name: Valens Offshore SPV II, Corp.
Address: 335 Madison Avenue, 10th Floor
New York, New York, USA 10017
Citizenship: Delaware Corporation

Name: Midsummer Investment, Ltd..
Address: 335 Madison Avenue, 10th Floor
New York, New York, USA 10017
Citizenship: A Bermuda Ltd. Company

3. Nature of conveyance/Execution Date(s):

Other: **Correction by Declaration of previously recorded Nunc Pro
Tunc Trademark Assignment at Reel/Frame 004076/0401 with
a Nunc Pro Tunc effective date of June 25, 2009**

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

TRADEMARK

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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
source=Trademark Assignment to Laurus et al signed#page1.tif
source=Trademark Assignment to Laurus et al signed#page2.tif
source=Trademark Assignment to Laurus et al signed#page3.tif

TRADEMARK



UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: Retail Pro International, LLC)
)
Reg. No.: 2315952) **Assignment Branch**
)
Reg. Date: February 8, 2000) 
)
Mark: RETAIL PRO)
)
 _____)

Declaration of Kerry Lemos to Correct Nunc Pro Tunc Date of Assignment and Effective Recordation Date of Nunc Pro Tunc Trademark Assignment

1. I, Kerry Lemos, am Chief Executive Officer of the Registrant Corporation identified above and am authorized to execute this instrument on behalf of said Corporation.

2. On October 9, 2009, a Nunc Pro Tunc Trademark Assignment was recorded with the United States Patent and Trademark Office ("USPTO") from Retail Pro, Inc. to Laurus Master Fund, Ltd., Valens Offshore SPV II, Corp., and Midsummer Investment, Ltd. at **Reel/Frame 004076/0401** (see Exhibit "A" Notice of Recordation of Assignment).

3. The Nunc Pro Tunc Trademark Assignment was made as of 25 June 2009. However, the Nunc Pro Tunc Trademark Assignment contained a typographical error in that the effective date set forth in the document is 26 June 2009 (see Exhibit "B" Nunc Pro Tunc Trademark Assignment), when in fact the actual date that the parties entered into the agreement and assignment was **25 June 2009**. Attached hereto as Exhibit "C" is the Trademark Assignment from Retail Pro, Inc. and other parties to Laurus Master Fund, Ltd., Valens Offshore SPV II, Corp., and Midsummer Investment, Ltd. that was executed on **25 June 2009** when the transaction effecting ownership of the subject marks closed, including Registration No. 2315952,

occurred on 25 June 2009.


4. When the Nunc Pro Tunc Trademark Assignment was recorded on October 9, 2009, at Reel/Frame 004076/0401, the USPTO assigned a recordation date of 10/09/2009, rather than the effective date of the Assignment, to wit, 25 June 2009.

5. The USPTO records at Reel/Frame 004076/0401 should be corrected to reflect the effective date of the Nunc Pro Tunc Trademark Assignment of 25 June 2009.

6. All statements made herein are of my own knowledge and are true and all statements made on information and belief are believed to be true; and further these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under § 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of this application and any registration resulting therefrom.

Dated: January 20, 2010

Respectfully Submitted:
Retail Pro International, LLC


Kerry Lemos
Chief Executive Officer

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

[Trademark Assignment – United States - Page 1]

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TRADEMARK

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REEL: 004151 FRAME: 0403

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: [Signature]
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.
[Signature]
NOTARY PUBLIC

DAVID LOPEZ
NOTARY PUBLIC STATE OF NEW YORK
NO. 01LO8177079
QUALIFIED IN BRONX COUNTY
COMMISSION EXPIRES NOVEMBER 5 2011

SCHEDULE "A"

[Trademark Assignment – United States - Page 2]

~~TRADEMARK~~

SCHEDULE "A"

<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

[Trademark Assignment – United States - Page 3]

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TRADEMARK

TRADEMARK

REEL: 004151 FRAME: 0405

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

[Trademark Assignment – United States - Page 1] EXHIBIT "B"

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: [Signature]
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.

[Signature]
NOTARY PUBLIC

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

SCHEDULE "A"

[Trademark Assignment - United States - Page 2]

SCHEDULE "A"

<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

[Trademark Assignment - United States - Page 3]

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made as of this 25th day of June 2009 ("Effective Date") by and among Retail Pro, Inc. (f/k/a Island Pacific, Inc.), a Delaware corporation ("Retail Pro"), Page Digital Incorporated, a Delaware corporation ("Page"), IP Retail Technologies International, Inc., a Delaware corporation ("IP Retail"), Sabica Ventures, Inc., a California corporation ("Sabica"), and together with Retail Pro, Page, and IP Retail, each an "Assignor", and collectively, the "Assignors", all of 3252 Holiday Court, Suite 226, La Jolla, California 92037, Laurus Master Fund, Ltd. (in Liquidation), a Cayman Islands company ("Laurus"), of c/o Laurus Capital Management, LLC, 335 Madison Avenue, 10th Floor, New York, New York 10017, Valens Offshore SPV II, Corp., a Delaware corporation ("Valens"), of c/o Valens Capital Management, LLC, 335 Madison Avenue, 10th Floor, New York, New York 10017 and Midsummer Investment, Ltd., a Bermuda company ("Midsummer"), together with Laurus and Valens, the "Assignees", of 295 Madison Avenue, 38th Floor, New York, New York 10017.

WHEREAS, subject to the remaining necessary steps that Assignors are and will be taking to perfect title in the Trademarks (defined below at Section 2 hereof) identified in Schedule A, one or more of the Assignors are the owners 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 Assignors acquired their interest in the Trademarks by virtue of prior transactions and 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 Assignors' title in the Trademarks; and

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

WHEREAS, Assignees desire to acquire from Assignors, and Assignors desire to convey to Assignees, whatever right, title and interest Assignors have in the Trademarks,

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

1. The Assignors do hereby assign to the Assignees, free and clear of all liens (except for Permitted Interests, as defined in that certain Asset Purchase Agreement entered into among the Assignors and Assignees dated as of January 9, 2009, as may be amended, restated and/or otherwise modified from time to time), all of the Assignors' right, title and interest in, to and under said Trademarks, together with the goodwill of the business connected with the use of

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EXHIBIT "C"

and symbolized by the Trademarks; and all causes of action the Assignors may have for the infringement of such Trademarks, including all rights the Assignors 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 Assignees as owners of all right, title, and interest in and to the Trademarks. Upon the Assignees' request, the Assignors shall communicate to the Assignees any facts relating to the Trademarks and the history thereof known to the Assignors and shall assist the Assignees 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 Assignees.

3. The Assignors represent and warrant that they are the owners 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 Assignees. The Assignors further represent and warrant that the registrations and applications listed on the attached Schedule A are in good standing, valid, and enforceable, and the Assignors have 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 Assignors and the Assignees.

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.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

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

ASSIGNORS:

RETAIL PRO, INC.

By: Donald Ratchiff
Name: Donald Ratchiff
Title: CEO

PAGE DIGITAL INCORPORATED

By: Donald Ratchiff
Name: Donald Ratchiff
Title: CEO

IP RETAIL TECHNOLOGIES INTERNATIONAL, INC.

By: Donald Ratchiff
Name: Donald Ratchiff
Title: CEO

SABICA VENTURES, INC.

By: Donald Ratchiff
Name: Donald Ratchiff
Title: CEO

[Additional Signatures Follow]

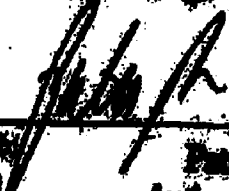
SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT

ACCEPTED AND AGREED TO:

ASSIGNEE:

LAHUIS MASTER FUND, LTD.
(In Liquidation)

By: Louis Capital Management, LLC
its authorized manager

By: 
Name: Patrick Ryan
Title: Authorized Signatory

VALERIE CREDITORS OF V, CDR.

By: Valerie Capital Management, LLC
its authorized manager

By: 
Name: Patrick Ryan
Title: Authorized Signatory

MIDSUMMER INVESTMENT, LTD.

By: Midsummer Capital, LLC
its authorized manager

By: _____
Name:
Title:

REGISTRATION
TRADEMARK IDENTIFICATION

ACCEPTED AND AGREED TO:

ASSIGNEES:

LAURUS MASTER FUND, LTD.
(In Liquidation)

By: Laurus Capital Management, LLC,
its investment manager

By: _____
Name:
Title:

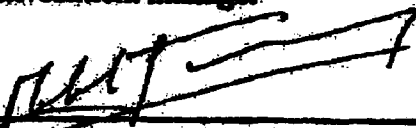
VALENS OFFSHORE SPV II, CORP.

By: Valens Capital Management, LLC,
its investment manager

By: _____
Name:
Title:

MIDSUMMER INVESTMENT, LTD.

By: Midsummer Capital, LLC
its investment manager

By: 
Name: Richard A. Sturtevant
Title: President

SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT

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 5, 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,

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				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	42360	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 21, 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