

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release in Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LV Administrative Services, Inc.		12/31/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1713204	RETAIL PRO
Registration Number:	2315952	RETAIL PRO
Registration Number:	2394679	RPRO
Registration Number:	1626868	OTB FORECASTER
Serial Number:	85346158	RETAIL PRO PRISM
Registration Number:	2386903	RETAIL PRO

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704761
 Email: tfahey@nationalcorp.com
 Correspondent Name: Thomas Fahey
 Address Line 1: 1100 G Street NW, Suite 420
 Address Line 2: National Corporate Research, Ltd.
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

OP \$165.00 1713204

TRADEMARK

ATTORNEY DOCKET NUMBER:	F142966
NAME OF SUBMITTER:	Laura A. Kenerson
Signature:	/Laura A. Kenerson/
Date:	01/07/2013
Total Attachments: 3 source=USPTO Submission - LV Administrative Services Inc Release in Trademarks#page2.tif source=USPTO Submission - LV Administrative Services Inc Release in Trademarks#page3.tif source=USPTO Submission - LV Administrative Services Inc Release in Trademarks#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is made as of the 31st day of December, 2012, by LV Administrative Services, Inc., in its capacity as agent ("Secured Party") for certain lenders (the "Lenders") pursuant to the Security Agreement (as defined below), in favor of Retail Pro International, LLC, a Delaware limited liability company ("Grantor").

WITNESSETH

WHEREAS, Secured Party, as agent for the Lenders, and Grantor are parties to a certain Security Agreement, dated as of June 25, 2009 (the "Security Agreement"), wherein Grantor granted Secured Party a continuing security interest in the trademarks and trademark applications owned by Grantor, including but not limited to the trademarks shown on Schedule A attached hereto (the "Trademarks"), for the ratable benefit of the Lenders.

WHEREAS, pursuant to the provisions of the Security Agreement, a Notice of Grant of Security Interest in Trademarks was recorded with the U.S. Patent and Trademark Office on July 2, 2009, at Reel 4016 and Frame 0123;

WHEREAS, Grantor has satisfied the terms of the Security Agreement and requests a specific release of the security interest granted and recorded against the Trademarks; and

WHEREAS, the Secured Party desires to grant to Grantor a specific release of the security interest granted and recorded against each Trademark.

NOW THEREFORE, for good and valuable consideration previously tendered by Grantor, the receipt and sufficiency of which are hereby acknowledged, Secured Party does hereby:

1. release and reassign to the Grantor any and all liens, security interests, right, title and interest of Security Party pursuant to the Security Agreement in the Trademarks, together with the goodwill of the business symbolized thereby ;
2. agree that it shall execute all other documents and do all other acts necessary to relinquish and effect the release of such rights to Grantor; and
3. authorize and request that the United States Patent and Trademark Office note and record the existence of the release hereby given and the filing of Uniform Commercial Code termination statements and any other filings necessary to evidence the release and termination of Secured Party's rights under the Security Agreement.

The validity, interpretation and enforcement of this Release of Security Interest in Trademarks shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

[Signature page follows]

IN TESTIMONY WHEREOF, Secured Party has executed this Release by its proper officers thereunto duly authorized.

LV Administrative Services, Inc., as Secured Party

By: 

Name: David Green

Title: _____

SCHEDULE A

TRADEMARKS

<u>Application</u>	<u>Registration Status</u>	<u>Ownership</u>
Retail Pro & Design	Registration No. 1,713,204 Registered September 8, 1992 Serial No. 74/164187 Filed: May 6, 1991	Retail Pro International, LLC
Retail Pro (word mark)	Registration No. 2,315,952 Registered February 8, 2000 Serial No. 75/562623 Filed: October 1, 1998	Retail Pro International, LLC
RPRO	Registration No. 2,394,679 Registered October 17, 2000 Serial No. 75/527235 Filed: July 29, 1998	Retail Pro International, LLC
OTB FORECASTER	Registration No. 1626868 Registered December 11, 1990 Serial No. 74/034464 Filed: March 5, 1990	Retail Pro International, LLC
Retail Pro Prism	Serial No. 85/346158 Filed: June 14, 2011 Notice of Allowance issued 1/31/2012; 1 st extension granted 6/13/2012	Retail Pro International, LLC
Retail Pro (stylized)	Registration No.: 2386903 Registered: September 19, 2000	Retail Pro International, LLC