

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Retail Pro International, LLC		12/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HG 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2315952	RETAIL PRO	
Registration Number:	2394679	RPRO	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
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		
ATTORNEY DOCKET NUMBER:	F142986		
NAME OF SUBMITTER:	Laura A. Kenerson		

Signature:	/Laura A. Kenerson/
Date:	01/08/2013
Total Attachments: 8 source=USPTO Submission - Trademarks (7)#page2.tif source=USPTO Submission - Trademarks (7)#page3.tif source=USPTO Submission - Trademarks (7)#page4.tif source=USPTO Submission - Trademarks (7)#page5.tif source=USPTO Submission - Trademarks (7)#page6.tif source=USPTO Submission - Trademarks (7)#page7.tif source=USPTO Submission - Trademarks (7)#page8.tif source=USPTO Submission - Trademarks (7)#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 31, 2012 by and between **SILICON VALLEY BANK** (“**Bank**”) and **RETAIL PRO INTERNATIONAL, LLC**, a Delaware limited liability company, with a principal place of business located at 400 Plaza Drive, Suite 200, Folsom, California 95630 (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, Intellectual Property Collateral shall not include, and Grantor shall not be deemed to have granted a security interest in any rights or property, including, without limitation, any intent-to-use trademark applications, to the extent that any valid and enforceable law or regulation applicable to such rights or property prohibits the creation of a security interest in such rights or property or would otherwise result in a material loss of rights from the creation of such security interest therein; provided, that immediately upon the ineffectiveness, lapse or termination of any such restriction, the Intellectual Property Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and property as if such provision had never been in effect.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies. In the event of a conflict between the provisions of this Intellectual Property Security Agreement and the Loan Agreement, the Loan Agreement shall control.

[Signature page follows.]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

Retail Pro International, LLC
400 Plaza Drive, #200
Folsom, California 95630
Attn: Kerry Lemos, Chief Executive Officer
Fax: (916) 605-7201
Email: klemos@retailpro.com

RETAIL PRO INTERNATIONAL, LLC

By: 
Name: Kerry Lemos
Title: Chief Executive Officer

BANK:

Address of Bank:

555 Mission Street, Suite 900
San Francisco, California 94105
Attn: Marina Bobrovich
Fax: (415) 615-0076
Email: mbobrovich@svb.com

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

Retail Pro International, LLC
400 Plaza Drive, #200
Folsom, California 95630
Attn: Kerry Lemos, Chief Executive Officer
Fax: (916) 605-7201
Email: klemos@retailpro.com

RETAIL PRO INTERNATIONAL, LLC

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

555 Mission Street, Suite 900
San Francisco, California 94105
Attn: Marina Bobrovich
Fax: (415) 615-0076
Email: mbobrovich@svb.com

SILICON VALLEY BANK

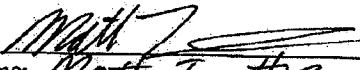
By: 
Name: Matt Troth
Title: DTL

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Retail Pro, Inc. website content (www.retailpro.com) add title: www.retail Pro .com	Not available	Not available
Retail Pro, Inc. end user license agreement	Not available	Not available
Retail Pro, Inc. monthly newsletters (Retail Pro Chronicle) Add title: Retail Pro Chronicle.	Not available	Not available
Page Digital, Inc. website content (www.Synaro.com) Add title: www.Synaro.com .	Not available	Not available
Retail Pro, Inc. Page Digital, Inc. IP Retail Technologies International, Inc. & Sabica Ventures, Inc. product user's manuals and other product support materials.	Not available	Not available

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Retail Pro (word mark)	Registration No. 2,315,952	February 8, 2000
RPRO	Registration No. 2,394,679	October 17, 2000

EXHIBIT D

Mask Works

None.