

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RETAIL PRO INTERNATIONAL LLC		11/30/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Partners for Growth V, L.P.		
Street Address:	1660 TIBURON BLVD.		
Internal Address:	SUITE D		
City:	TIBURON		
State/Country:	CALIFORNIA		
Postal Code:	94920		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2315952	RETAIL PRO	
Registration Number:	2394679	RPRO	
Registration Number:	4309720	RETAIL PRO PRISM	
CORRESPONDENCE DATA			
Fax Number:	4157385371		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	414-381-3283		
Email:	ben@greenspan-law.com		
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 Laguna Rd		
Address Line 4:	MILL VALLEY, CALIFORNIA 94941		
NAME OF SUBMITTER:	Benjamin Greenspan		
SIGNATURE:	/bg/		
DATE SIGNED:	11/30/2017		
Total Attachments: 3			
source=Item 15 - RPI-PFG Trademark Collateral Notice for USPTO Filing#page1.tif			
source=Item 15 - RPI-PFG Trademark Collateral Notice for USPTO Filing#page2.tif			

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TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of November 30, 2017 ("Trademark Agreement"), is between Retail Pro International, LLC, a Delaware corporation with its principal place of business at 400 Plaza Drive, Suite 400, Folsom, CA 95630 ("Assignor") and Partners for Growth V, L.P., 1660 Tiburon Blvd., Suite D, Tiburon, California 94920 ("Assignee") pursuant to a Loan and Security Agreement, an Intellectual Property Security Agreement of even date herewith by and among Assignor and Assignee (the "IP Security Agreement") and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

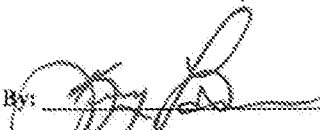
WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:
Retail Pro International, LLC

By: 
Name: Kerry Lemos

Title: Chief Executive Officer

Assignee:
PARTNERS FOR GROWTH V, L.P.

By: _____
Name: _____

Title: Manager, Partners for Growth V, LLC
Its General Partner

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WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Retail Pro International, LLC

By: _____

Name: Kerry Lemos

Title: Chief Executive Officer

Assignee:

PARTNERS FOR GROWTH V, L.P.

By:  _____

Name: Geoff Allan

**Title: Manager, Partners for Growth V, LLC
Its General Partner**

Initials: *ML*

EXHIBIT 1
Retail Pro International, LLC

Trademark Schedule

United States	Retail Pro	Registration No. 2,315,952 Registered February 8, 2000 Serial No. 75/562623 Filed October 1, 1998 Retail Pro International, LLC
United States	RPRO	Registration No. 2,394,679 Registered October 17, 2000 Serial No. 75/527235 Filed: July 29, 1998 Retail Pro International, LLC
United States	Retail Pro Prism	Registration No. 4,309,720 Registered March 26, 2013 Serial No. 85/346158 Filed: June 14, 2011 Retail Pro International, LLC