

08-06-2001

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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101800540

Attached original documents or copy thereof.

1. Name of conveying party(ies):

SVI Retail, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: July 10, 2001

2. Name and address of receiving party(ies):

Name: Union Bank of California, N.A.

Internal Address: Attn: J. Steiner

Street Address: 445 S. Figueroa St., 4th Floor

City: Los Angeles State: CA ZIP: 90071

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other national banking association

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)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

n/a

B. Trademark registration No.(s)

2,317,062

1,263,487

Additional numbers attached? Yes No

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

Name: Sheppard, Mullin, Richter & Hampton LLP

Internal Address: Attn: J. Cravitz

Street Address: 333 S. Hope St., 48th Floor

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41):..... \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

08/03/2001 DBYRNE 00000167 2317062

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 25.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Donald Bennett, Esq.
Name of Person Signing

Signature

July 26, 2001
Date

Total number of pages comprising cover sheet:

18

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 002339 FRAME: 0729

AMENDED AND RESTATED PATENT AND TRADEMARK

SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 10, 2001, is made by each of the corporations listed on the signature pages hereto, together with each other Person who may become a party hereto pursuant to Section 6 hereof, (each a "Grantor" and collectively "Grantors) in favor of and for the benefit of UNION BANK OF CALIFORNIA, N.A. a national banking association, with an office at 445 South Figueroa Street, 4th Floor, Los Angeles, California 90071 ("Secured Party") with reference to the following facts:

RECITALS

A. SVI Holdings, Inc. a Nevada corporation ("Original Borrower") and Secured Party entered into that certain Loan and Security Agreement (as amended, the "Original Loan Agreement") dated as of July 3, 1999. Pursuant to terms of the Original Loan Agreement, SVI Retail, Inc., a Subsidiary of Borrower, entered into that certain Patent and Trademark Security Agreement dated as of December 19, 2000 (as amended, the "Original Agreement").

B. Original Borrower merged with and into SVI Solutions, Inc., a Delaware corporation ("Borrower"), effective March 1, 2001, with Borrower as the surviving corporation, all pursuant to the terms of that certain Agreement and Plan of Merger between Borrower and Original Borrower dated February 20, 2001 (the "Merger Agreement"). In accordance with the Merger Agreement and Delaware law, Borrower has succeeded to all of Old Borrower's debts, liabilities and obligations including, without limitation, to Secured Party under the Original Loan Agreement.

C. Borrower and Secured Party are entering into an amended and restated loan and security agreement dated as of June 29, 2001 (as it may hereafter be amended, extended, renewed, supplemented, or otherwise modified from time to time, the "Loan Agreement") which amends and restates the Original Loan Agreement (the Loan Agreement, together with this Agreement, and all other related documents, agreements, instruments or notes, as the same may now exist or may hereafter be amended or supplemented, are collectively referred to herein as the "Agreements"). Unless otherwise defined herein, capitalized terms herein are used with the same meanings set forth in the Loan Agreement.

D. As a condition to Secured Party entering into the Loan Agreement, Grantors are required to enter into this Amended and Restated Patent and Trademark Security Agreement which amends and restates the Original Agreement.

E. Grantors expect to realize direct and indirect benefits as the result of Secured Party entering into the Loan Agreement and continuing to extend a term loan to Borrower, as the result of financial or business support which will be provided to the Grantors by Borrower

F. Each Grantor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the patents and the applications therefor listed below such Grantor's name in Schedule A annexed hereto and made a part hereof, and the trademarks, trade names, terms, designs and applications therefor therefor listed below such Grantor's name in Schedule B annexed hereto and made a part hereof;

NOW, THEREFORE, in order to induce Secured Party to enter into the Agreements and in consideration thereof, each Grantor hereby jointly and severally represents, warrants, covenants, agrees and pledges as follows:

1. SECURITY INTEREST

Each Grantor hereby grants to Secured Party, for the benefit of the Lenders, a security interest in all of such Grantor's now existing or hereafter acquired right, title and interest in and to:

(a) any patents, whether foreign or domestic; all applications, registrations and recordings relating to such patents in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof and all reissues, extensions and renewals thereof, including, without limitation, those patents, applications, registrations and recordings therefor listed below such Grantor's name in Schedule A hereto (the "Patents");

(b) any trademarks, trade names, trade styles and service marks; all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, design and applications listed below such Grantor's name in Schedule B hereto (the "Trademarks");

(c) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and

(d) any and all proceeds of any of the foregoing, including, without limitation, any claims by such Grantor against third parties for infringement of the Patents, Trademarks or of any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

2. OBLIGATIONS SECURED

The security interests granted to Secured Party in this Agreement shall secure the prompt and indefeasible payment and performance of all "Obligations" as defined in the Loan Agreement, whether for principal, interest, fees or otherwise, including without limitation, all obligations of each Grantor now or hereafter existing under this Agreement or any other Loan Document, and all interest that accrues on all or any part of any of the aforesaid Obligations following the bankruptcy of any Grantor or any other Person (all the foregoing hereinafter referred to as the "Obligations").

3. WARRANTIES AND COVENANTS

Each Grantor hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding):

A. All of the existing Collateral is valid and subsisting in full force and effect to such Grantor's knowledge, and each Grantor owns sole, full, and clear title to its respective Collateral, including, without limitation, the Patents and Trademarks listed below such Grantor's name on Schedule A and Schedule B hereto and all goodwill, proceeds and other Collateral relating thereto, and has the right and power to grant the security interests granted hereunder. Each Grantor will, at such Grantor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of its respective Collateral as valid, subsisting and registered patents and trademarks including without limitation the filing of any renewal affidavits and applications. The Collateral is not subject to any lien, security interest, claim or encumbrance ("Lien"), except the security interests granted hereunder, the licenses, if any, which are specifically described in Schedule C hereto and Permitted Encumbrances (as defined in the Loan Agreement).

B. Grantors will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except to Secured Party, or otherwise dispose of, any of the Collateral without the prior written consent of Secured Party.

C. Each Grantor will, at such Grantor's expense, perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Each Grantor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral signed only by Secured Party. Each Grantor further authorizes Secured Party to have this or any other similar Security Agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

D. Each Grantor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies

granted to Secured Party hereunder. Secured Party agrees it will only exercise the Power of Attorney upon the occurrence and during the continuation of an Event of Default under (as defined below).

E. Secured Party may, in its sole discretion, pay any amount or do any act which any Grantor fails to pay or do as required hereunder or as requested by Secured Party to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Each Grantor will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by Grantors from Secured Party, and shall be payable on demand together with interest at the applicable rate set forth in the Agreements and shall be part of the Obligations secured hereby.

F. As of the date hereof, Grantors do not have any Patents or Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedules A and B annexed hereto.

G. Grantors shall notify Secured Party in writing of the filing of any application for the registration of a Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon request of Secured Party, Grantors shall execute and deliver to Secured Party any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Secured Party to evidence the security interests of Secured Party in such Patent or Trademark.

H. No Grantor has abandoned any of the Patents or Trademarks material to the conduct of the business and no Grantor will do any act, nor omit to do any act, whereby the Patents or Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Each Grantor shall notify Secured Party immediately if such Grantor knows or has reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

I. Each Grantor will render any assistance, as Secured Party may determine is reasonably necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country to maintain such application and registration of the Patents or Trademarks as such Grantor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

J. Each Grantor will promptly notify Secured Party if such Grantor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark or of any use any person of any other process or product which infringes upon any Patent or Trademark. If requested by Secured Party, each Grantor, at such Grantor's expense, shall join with Secured Party in such action as Secured

Party, in Secured Party's reasonable discretion, may deem advisable for the protection of Secured Party's interest in and to the Patents or Trademarks.

K. Grantors assume all responsibility and liability arising from the use of the Patents or Trademarks by any Grantor, and Grantors hereby indemnities and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by any Grantor (or any affiliate or subsidiary thereof) in connection with any Patent or Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by any Grantor (or any affiliate or subsidiary thereof).

L. Each Grantor will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Agreement. No Grantor will change the quality of the products associated with the Trademarks without the Secured Party's prior written consent. Each Grantor hereby grants to Secured Party the right to visit such Grantor's plant and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto at such times as permitted in the Loan Agreement.

M. In any action or proceeding instituted by Secured Party in connection with any matters arising at any time out of or with respect to this Agreement, no Grantor will interpose any counterclaim of any nature.

4. EVENTS OF DEFAULT

All Obligations shall, at Secured Party's option, become immediately due and payable without notice of demand upon the occurrence of any of the following events of default ("Events of Default"):

A. Any Grantor fails to pay or perform any Obligations when due.

B. Any Grantor defaults in the observance or performance of (a) any agreements, covenants or conditions contained herein, unless such default (other than a breach of Sections 3A, 3G or 3J) can be cured and such Grantor remedies such default within seven (7) calendar days after such Grantor's receipt of written notice thereof from Lender or (b) in any of the Agreements or in any other document or instrument referred to herein or therein unless such default has been cured with the cure period, if any, provided in such Agreement or other document or instrument.

C. Any present or future representation or warranty made by or on behalf of any Grantor, whether contained herein or in any of the other Agreements or in any other document or instrument referred to herein or therein in connection with any of the transactions contemplated herein or therein, shall be false or incorrect in any material respect.

D. Any other event of default pursuant to the Agreements shall have occurred, including, but not limited to, any event of default under the Loan Agreement.

5. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under applicable law, the Agreements or otherwise, and after expiration of any grace period, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, any Grantor, except as such notice or consent is expressly provided for hereunder:

A. Secured Party may make use of any Patents or Trademarks for the sale of goods or rendering of services in connection with enforcing any other security interest granted by any Grantor to Secured Party.

B. Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

C. Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Grantors with ten (10) days prior written notice of any proposed disposition of the Collateral. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Grantors shall be liable for any deficiency.

D. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph 5C hereof, Secured Party may at any time execute and deliver on behalf of any Grantor, pursuant to the authority granted in the Powers of Attorney described in subparagraph 3D hereof, one or more instruments of assignment of the Patents or Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Such Grantor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

E. Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its sole discretion determine. Grantors shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Grantors will pay Secured Party on demand any such unpaid amount, together with interest at the default rate set forth in the Loan Agreement.

F. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, each Grantor shall supply to Secured Party or Secured Party's designee such Grantor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks or to which the Patents relate and such Grantor's customer lists and other records relating to the Patents and Trademarks and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Agreements, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JOINDER

Any other Person may become a Grantor under and become bound by the terms and conditions of this Agreement by executing and delivering to Secured Party an Instrument of Joinder substantially in the form attached hereto as Exhibit 2, accompanied by such documentation as Secured Party may require to establish the due organization, valid existence and good standing of such Person, its qualification to engage in business in each material jurisdiction in which it is required to be so qualified, its authority to execute, deliver and perform this Agreement, and the identity, authority and capacity of each Responsible Official thereof authorized to act on its behalf. Upon execution of such Instrument of Joinder, such Person shall become a Grantor hereunder and the supplemental schedules attached as Schedules A, B and C to such Instrument of Joinder shall be incorporated into and shall become a part of and a supplement to Schedules A B and C of this Agreement.

7. MISCELLANEOUS

A. Any failure or delay by Secured Party to require strict performance by any Grantor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any Event of Default shall not waive or affect any other Event of Default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Grantors, specifying such waiver.

B. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by facsimile (fax), telex or telegram, immediately upon sending; if by any overnight delivery service, one day after dispatch; and if mailed by first class or certified mail, three (3) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to Grantors:

SVI Solutions, Inc.
12707 High Bluff Drive, Suite 333,
San Diego, California, 92130
Attn: Kevin O'Neill, Chief Financial Officer
Telephone.: (858) 481-4404
Facsimile: (858) 481-9756

If to Secured Party:

Union Bank of California, N.A
Special Assets Department.
445 South Figueroa Street, 4th Floor
Los Angeles, California 90071
Attn: Joel Steiner
Telephone: (213) 236-6470
Facsimile: (213) 236-5087

C. In the event any term or provision of this Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

D. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

E. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

F. The security interest granted to Secured Party shall terminate and the Collateral will be reassigned to Grantors, at Grantors' sole expense, upon termination of the Loan Agreement and indefeasible payment in full to Secured Party of all Obligations thereunder.

G. THE VALIDITY, INTERPRETATION AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE LAWS OF THE STATE OF CALIFORNIA. EACH GRANTOR HEREBY IRREVOCABLY CONSENTS AND SUBMITS IN ADVANCE TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN THE CENTRAL DISTRICT OF CALIFORNIA, TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES PERTAINING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE OTHER AGREEMENTS OR TO ANY MATTER ARISING THEREFROM IN ANY SUCH ACTION OR PROCEEDING. EACH GRANTOR AGREES THAT SERVICE OF SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE OUTSIDE THE CENTRAL DISTRICT OF CALIFORNIA BY REGISTERED OR CERTIFIED MAIL, ADDRESSED TO SUCH GRANTOR AT

THE ADDRESS SET FORTH HEREIN OR IN SUCH OTHER MANNER AS MAY BE PERMISSIBLE UNDER THE RULES OF SAID COURTS.

H. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT WHETHER ARISING OUT OF, UNDER OR BY REASON OF THIS AGREEMENT, THE OTHER AGREEMENTS OR ANY MATTER OR PROCEEDING RELATING THERETO.

IN WITNESS WHEREOF, Grantors and Secured Party have executed this Agreement as of the day and year first above written.

GRANTOR:

SVI SOLUTIONS, INC.,
a Delaware corporation

By: *KMO'Neil*

Title: *CFO*

SVI RETAIL, INC.,
a Delaware corporation

By: *KMO'Neil*

Title: *CFO*

SVI TRAINING PRODUCTS, INC.,
a California corporation

By: *KMO'Neil*

Title: *CFO*

SABICA VENTURES, INC.,
a California corporation

By: *KMO'Neil*

Title: *CFO*

SECURED PARTY:

UNION BANK OF CALIFORNIA, N.A.

By: Joel Steiner

Title: Vice President

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF)
)
COUNTY OF) ss.:

KNOW ALL MEN BY THESE PRESENTS, that _____, a _____ corporation (hereinafter "Grantor"), hereby appoints and constitutes UNION BANK OF CALIFORNIA, N.A., ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Grantor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of right, title, and interest of Grantor in and to any patents or trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

3. This Power of Attorney is made pursuant to an Amended and Restated Patent and Trademark Security Agreement, of even date herewith, by and between Grantor, the other Grantors from time to time party thereto, and Secured Party (the "Security Agreement"), and may not be revoked until indefeasible payment or performance in full of all of the Obligations, as such term is defined in the Security Agreement. Secured Party agrees that it will exercise its rights with respect to this Special Power of Attorney only after the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement referred to in the Security Agreement).

Dated as of _____, 2001 _____

By: _____
Title: _____

EXHIBIT 2

INSTRUMENT OF JOINDER

THIS INSTRUMENT OF JOINDER ("Joinder") is executed as of _____, _____, by _____, a _____ ("Joining Party"), and delivered to Union Bank of California, N.A. ("Secured Party") pursuant to the Amended and Restated Patent and Trademark Security Agreement dated as of _____, 2001 made by SVI Solutions, Inc., a Delaware corporation, SVI Retail, Inc., a Delaware corporation, Sabica Ventures, Inc., a California corporation and SVI Training Products, Inc., a California corporation (collectively, the "Grantors"), in favor of Secured Party (as the same may be amended or supplemented from time to time, the "Agreement"). Terms used but not defined in this Joinder shall have the meanings defined for those terms in the Agreement.

RECITALS

(a) The Agreement was made by the Grantors in favor of Secured Party in connection with that certain Amended and Restated Term Loan Agreement dated as of _____, 2001, by and between SVI Solutions, Inc., a Delaware corporation (the "Borrower"), and Secured Party (as the same may be amended or supplemented from time to time, the "Loan Agreement").

(b) Joining Party is a Subsidiary of Borrower and as such is required pursuant to Section 5.11 of the Loan Agreement to become a Grantor.

(c) Joining Party expects to realize direct and indirect benefits as a result of the availability to the Borrower of the term loan under the Loan Agreement.

NOW THEREFORE, Joining Party agrees as follows:

AGREEMENT

(1) By this Joinder, Joining Party (i) becomes a "Grantor" under and pursuant to Section 6 of the Agreement, (ii) hereby pledges and grants to Secured Party a continuing first-priority security interest in and to all of Joining Party's right title and interest in and to the Collateral, for the benefit of Secured Party and (iii) will be bound by all terms, conditions, and duties applicable to a Grantor under the Agreement.

(2) Joining Party has attached hereto supplemental schedules A, B and C to Schedules A, B and C to the Agreement, respectively, and hereby certifies that such supplemental schedule has been prepared by the undersigned in substantially the form of the Schedule to the Agreement which it supplements and is complete and correct in all material respects.

(2) The effective date of this Joinder is _____, _____.

"Joining Party"

a _____

By: _____

Title: _____

ACKNOWLEDGED:

UNION BANK OF CALIFORNIA, N.A.,

By: _____

Title: _____

By: _____

Title: _____

SCHEDULE A
to
AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

Patents and Applications

<u>Title</u>	<u>Patent No./ Application No.</u>	<u>Filing Issue Date</u>
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NONE

SCHEDULE B
to
AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks / Service Marks

I. GRANTOR: SVI RETAIL INC.

TRADEMARK	SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
THE EYE EXPLORER	75-364,692	2,317,062	February 8, 2000
ISLAND PACIFIC SYSTEMS CORPORATION	73-375,293	1,263,487	January 10, 1984

SCHEDULE C
to
AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

Permitted Licenses

NONE