

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	12/01/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pan-Oston Co.		12/21/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	416 W. Jefferson Street
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40202
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78802658	REDDY SERIES
Serial Number:	78802669	VANGUARD
Serial Number:	76654674	VANTAGE SERIES
Serial Number:	76665425	THE UTOPIA SOLUTION
Serial Number:	76665361	UTOPIA SELF-SCAN
Serial Number:	76663449	UTOPIA SELF-SCAN
Serial Number:	76663303	MODPAK MODULAR COUNTER SYSTEM

CORRESPONDENCE DATA

Fax Number: (502)581-1087
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 502-589-5400
 Email: cstewart@fbtlaw.com
 Correspondent Name: Cynthia L. Stewart

CH \$190.00 78802658

Address Line 1: 400 West Market Street
Address Line 2: 32nd Floor
Address Line 4: Louisville, KENTUCKY 40202-3363

ATTORNEY DOCKET NUMBER:	PAN-OSTON CO.
NAME OF SUBMITTER:	Cynthia L. Stewart
Signature:	/Cynthia L. Stewart/
Date:	02/07/2007

Total Attachments: 5

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COLLATERAL ASSIGNMENT OF TRADEMARKS

This Collateral Assignment of Trademarks (this "Assignment") is made and entered into as of December 1, 2006, by PAN-OSTON CO., a Delaware corporation ("Assignor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as contractual Agent for the Lenders, as defined in the Credit Agreement described below ("Assignee").

RECITALS

A. Assignor has an interest in the trademarks described below (the "Marks") including all rights under any application or resulting registration (collectively, a "Registration") of any of the Marks on the Principal or Supplemental Register of the United States Patent and Trademark Office (the "USPTO"; and such Marks and related Registrations, collectively, the "Trademarks"):

MARK	SERIAL NUMBER	DATE ISSUED
Reddy Series	78802658	Pending.
Vanguard	78802669	Pending.
Vantage Series	76654674	Pending.
The Utopia Solution	76665425	Pending.
Utopia Self-Scan	76665361	Pending.
Utopia Self-Scan	76663449	Pending.
Modpak Modular Counter System	76663303	Pending.

B. Assignor, Assignee, Pan Oston Holding Company ("Pan Oston Holding") and others have entered into that certain Credit Agreement dated as of November 15, 2002, as amended by that certain First Amendment to Loan Documents dated as of March 25, 2003 (the "First Amendment"), as amended by that certain Second Amendment to Loan Documents dated as of June 11, 2003 (the "Second Amendment"), as amended by that certain Third Amendment to Loan Documents dated as of May 24, 2004 (the "Third Amendment"), as amended by that certain Fourth Amendment to Loan Documents dated as of June 30, 2005 (the "Fourth Amendment"), as amended by that certain Fifth Amendment to Loan Documents dated as of October 31, 2005 (the "Fifth Amendment"), as amended by that certain Sixth Amendment to Loan Documents dated as of March 8, 2006 (the "Sixth Amendment"), and as further amended by that certain Seventh Amendment to Loan Documents dated as of March 22, 2006 (the "Seventh Amendment"), as further amended by that certain Eighth Amendment to Loan Documents dated as of June 1, 2006 (the "Eighth Amendment"), as further amended by the Ninth Amendment to Loan Documents (the "Ninth Amendment") dated as of December 1, 2006 (as so amended, and as it may be further amended, modified and/or supplemented from time to time, the "Credit Agreement").

C. Pursuant to the Credit Agreement, Assignor, Assignee and Pan-Oston Holding Company are parties to that certain Security Agreement dated as of December 29, 2000, as amended by the Modification Agreement dated June 29, 2001, as further amended by the Second Amendment to Security Agreement dated as of November 15, 2002, as further amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the

Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment and the Ninth Amendment (as so amended, and as it may be further amended from time to time in the future, the "Security Agreement"). The Security Agreement grants to Assignor a security interest in the Trademarks, among many other items of collateral.

NOW, THEREFORE, Assignor and Assignee agree as follows:

1. All terms with initial capital letters shall have the meanings given them in the Credit Agreement unless otherwise specifically defined in this Assignment.
2. Assignor hereby collaterally assigns as collateral security to Assignee, and confirms its prior grant to Assignee of a security interest in all of Assignor's right, title and interest in, to, and under the Trademarks to secure the "Secured Obligations" as defined in the Credit Agreement, and/or the Security Agreement, and/or any other Loan Document, including without limitation with all obligations and liabilities of Assignee to Assignor evidenced by and/or as provided in the Credit Agreement, the Security Agreement, and the other Loan Documents.
3. Until a "Default" shall occur, Assignor shall have all right to possession and use of the Trademarks.
4. If a Default occurs, Assignee shall have the right, but not the obligation, to claim all rights of Assignor to the Trademarks, and all goodwill associated therewith, and shall in addition, have all remedies available to Assignee under the Credit Agreement, the Security Agreement, and the other Loan Documents.
5. Any reference to "Credit Agreement," "Security Agreement," and/or "Loan Documents," shall be deemed a reference to those documents as they may be amended, modified, supplemented and/or extended from time to time.

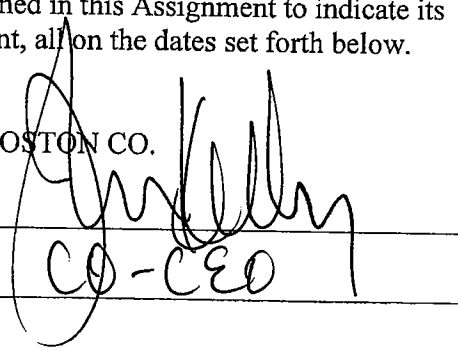
IN WITNESS WHEREOF, Assignor and Assignee have executed this Collateral Assignment of Trademark, and Pan Oston Holding has joined in this Assignment to indicate its consent to and agreement with the terms of this Assignment, all on the dates set forth below.

PAN-OSTON CO.

By _____

Title: _____

Date: _____



JPMORGAN CHASE BANK, NA

(successor in interest to Bank One, NA) in
its capacity as Contractual Agent for the
Lenders under the Credit Agreement
described above

By Steven M. Sutton

Title: Division Manager

Date: _____

PAN OSTON HOLDING COMPANY
(formerly known as Retail Logic, Inc.)

By JJ Scareal

Title: CO-CEO

Date: _____

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF WARREN)

The foregoing was acknowledged before me on December __, 2006 by Terry Scariot as Co-CEO of Pan Oston Holding Company (formerly known as Retail Logic, Inc.), a Delaware corporation, on behalf of the corporation.

My Commission Expires: 5/13/08
Elizabeth J. McManney
Notary Public

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF WARREN)

The foregoing was acknowledged before me on December __, 2006 by Steven G. Sutton as Division Mgr of JPMorgan Chase Bank, NA (successor in interest to Bank One, NA), on behalf of the association, in its capacity as contractual representative of the Lenders.

My Commission Expires: 5/13/08
Elizabeth J. McManney
Notary Public

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF WARREN)

The foregoing was acknowledged before me on December __, 2006 by John Kelly as Co-CEO of Pan Oston Co., a Delaware corporation, on behalf of the corporation.

My Commission Expires: 5/13/08
Elizabeth J. McManney
Notary Public

This Instrument Prepared By:

A handwritten signature in black ink, appearing to read "Charles R. Keeton", written over a horizontal line.

Charles R. Keeton, Esq.

Frost Brown Todd LLC
400 W. Market Street, 32nd Floor
Louisville, Kentucky 40202-3363
Telephone: (502) 589-5400

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