

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Solution, LLC		03/18/2005	limited liability company: TENNESSEE
RECEIVING PARTY DATA			
Name:	RDI Global Solution, Inc.		
Street Address:	110 East Azalea Avenue		
City:	Foley		
State/Country:	ALABAMA		
Postal Code:	36535		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78480944	QWIC RX	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-739-5965		
Email:	chowell@morganlewis.com		
Correspondent Name:	Joseph E. Washington		
Address Line 1:	1111 Pennsylvania Ave., N.W.		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
NAME OF SUBMITTER:	Catherine R. Howell, Paralegal		
Signature:	/Catherine R. Howell/		
Date:	04/05/2005		

CH 78480944 \$40.00

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** is made as of March 18, 2005, by Global Solution, LLC, a Tennessee limited liability company, having a principal business address at 5320 Cub Circle, Morristown, TN 37814, on behalf of itself and its members and affiliates (the "Assignor"), in favor of RDI Global Solution, Inc., a Delaware corporation, having a principal business address at 110 East Azalea Avenue, Foley, AL 36535 (the "Buyer").

BACKGROUND

WHEREAS, the Buyer and the Assignor are parties to an Asset Purchase Agreement dated as of March 18, 2005 (the "Asset Purchase Agreement") which provides for the transfer of the Purchased Assets (as defined in the Asset Purchase Agreement) to the Buyer;

WHEREAS, the Assignor owns all right, title, and interest in and to the trademarks, servicemarks, trademark and servicemark registrations, and trademark and servicemark applications listed on **Schedule A** hereto (collectively, the "Trademarks"), which constitute part of the Purchased Assets; and

WHEREAS, pursuant to the Asset Purchase Agreement, the Buyer desires to acquire all right, title, and interest in and to the Trademarks;

AGREEMENT

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignor does hereby assign to the Buyer, all right, title, and interest in and to the Trademarks, all goodwill associated therewith, all common law rights thereto, and all registrations that have been or may be granted thereon and all foreign counterparts thereof, together with all rights and privileges granted and secured thereby, including the right to sue and recover damages for future or past infringements and every priority right that is or may be predicated upon or arise from the Trademarks (the "Rights"), the Rights to be held and enjoyed by the Buyer for its own use and benefit and for the use and benefit of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made.

The Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and the proper officials of all other countries to record this Trademark Assignment to the Buyer and to issue any and all registrations resulting from applications among the Trademarks or derived therefrom, to the Buyer as assignee of the entire interest.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Trademark Assignment has been executed by the Assignor as of the date first written above.

GLOBAL SOLUTION, LLC

By: [Signature]
Name: G STEVE LEMARR
Title: Chief Manager

STATE OF TENNESSEE }
COUNTY OF HAMBLETT } 55.

On this 11 day of March, 2005, before me, Allison Dotson, the undersigned officer, personally appeared G. Steve Lemarr, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Chief Manager of Global Solution, LLC and that, as such officer, being authorized so to do, executed the foregoing instrument on behalf of Global Solution, LLC for the purposes therein contained, by signing the name of the corporation as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
[Notarial Seal]
My Commission expires: 5/29/2006

ACKNOWLEDGED AND ACCEPTED:

RDI GLOBAL SOLUTION, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Trademark Assignment has been executed by the Assignor as of the date first written above.

GLOBAL SOLUTION, LLC

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of March, 2005, before me, _____, the undersigned officer, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as _____ of Global Solution, LLC and that, as such officer, being authorized so to do, executed the foregoing instrument on behalf of Global Solution, LLC for the purposes therein contained, by signing the name of the corporation as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal,

Notary Public

[Notarial Seal]

My Commission expires: _____

ACKNOWLEDGED AND ACCEPTED:

RDI GLOBAL SOLUTION, INC.

By: _____
Name: Martin D. McNulty
Title: Vice President

SCHEDULE A

U.S. Marks

Mark

Registration No.

QWIC RX

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