

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ND Systems, Inc.		12/03/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	National Display Systems, LLC		
Street Address:	16245 Vineyard Boulevard		
City:	Morgan Hill		
State/Country:	CALIFORNIA		
Postal Code:	95037-7123		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78519671	RADIANCE	
CORRESPONDENCE DATA			
Fax Number:	(415)217-5910		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415) 434-1600		
Email:	amcalister@howardrice.com		
Correspondent Name:	Howard, Rice, Nemerovski, Canady et al		
Address Line 1:	Three Embarcadero Center, Seventh Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	11629.0010		
NAME OF SUBMITTER:	Karen S. Frank		
Signature:	/ksf/		
Date:	12/07/2005		

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Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is entered into as of December 7, 2005 by and between ND Systems, Inc., a California corporation having a principal place of business at 16245 Vineyard Boulevard, Morgan Hill, California ("Assignor"), and National Display Systems, LLC, a Delaware limited liability company having a principal place of business at 16245 Vineyard Boulevard, Morgan Hill, California (the "Assignee").

Introduction

The Assignor, the Assignee and National Display Holdings, LLC, a Delaware limited liability company, have entered into a Purchase Agreement (the "Purchase Agreement"), pursuant to which the Assignee shall acquire substantially all of the assets of the Assignor including, without limitation, the Marks (as defined below).

The Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks and trademark registrations listed on Schedule A attached hereto and all variations thereof (the "Marks"). Assignee wishes to acquire, and Assignor wishes to assign, Assignor's entire right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and sets over to Assignee the entire right, title and interest of Assignor in and to the Marks, together with all registrations and applications therefor, in the United States and for all other foreign countries, including any renewals thereof that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, 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, together with the right or priority under any international agreements to which the United States adheres and including (a) all goodwill associated with the Marks, (b) all income, royalties and rights to payment with respect to the Marks, and (c) all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks with the right to sue for, and collect the same for Assignee's own use and enjoyment.

Assignor requests the Commissioner of Patents and Trademarks, any other governmental or judicial entity and any and all foreign countries to record Assignee as the assignee and owner of the Marks.

2. Further Assurances. Assignor shall provide to Assignee reasonable cooperation and assistance at Assignee's request, without charge but at Assignee's expense (including the

execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks, (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein, (c) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all foreign countries and (d) for the implementation or perfection of the provisions of this Assignment.

3. Miscellaneous. This agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, legal representatives, successors and assigns, and shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions. This agreement shall not be construed as a waiver of, or to limit, terminate, modify or derogate from the representations, warranties, covenants and agreements set forth in the Purchase Agreement. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery hereof.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed effective as of the date first above written.

ND SYSTEMS, INC.,
a California corporation

By: *C. Pucci*

Name: Carmen Pucci

Title: Chief Executive Officer

NATIONAL DISPLAY SYSTEMS, LLC
a Delaware limited liability company

By: *C. Pucci*

Name: Carmen Pucci

Title: Chief Executive Officer

STATE OF CALIFORNIA)
)
COUNTY OF Santa Clara) ss.

On December 3, 2005, before me, Cinda L. Meister, a Notary Public in and for the State of California, personally appeared CARMEN PIUCCI, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the within instrument in his authorized capacity and that, by his signature on the within instrument, the person or entity upon behalf of which he acted executed the within instrument.

WITNESS my hand and official seal.

Signature: Cinda L. Meister



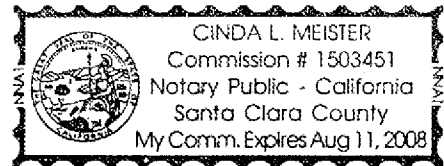
(Seal)

STATE OF CALIFORNIA)
)
COUNTY OF Santa Clara) ss.

On December 3, 2005, before me, Cinda L. Meister, a Notary Public in and for the State of California, personally appeared CARMEN PIUCCI, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the within instrument in his authorized capacity and that, by his signature on the within instrument, the person or entity upon behalf of which he acted executed the within instrument.

WITNESS my hand and official seal.

Signature: Cinda L. Meister



(Seal)

SCHEDULE A

TRADEMARK REGISTRATIONS

None.

TRADEMARK APPLICATIONS

Mark	Country	Application No.	Filing Date
RADIANCE	US	78/519,671	11/18/2004

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