

**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
Joseph F. Finn, Jr.		05/23/2005	assignee for benefit of creditors of ChipWrights Design: MASSACHUSETTS

**RECEIVING PARTY DATA**

Name:	ADG Acquisition Corp.
Street Address:	230 Third Avenue
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	76112662	CHIPWRIGHTS
Serial Number:	76232652	CHIPWRIGHTS
Serial Number:	76599804	COLORWRIGHT
Registration Number:	2802760	CHIPWRIGHTS
Registration Number:	2708494	CHIPWRIGHTS

**CORRESPONDENCE DATA**

Fax Number: (617)523-1231  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 6175701000  
 Email: rblasi@goodwinprocter.com  
 Correspondent Name: Goodwin Procter LLP  
 Address Line 1: 53 State St  
 Address Line 2: Trademark Administrator  
 Address Line 4: Boston, MASSACHUSETTS 02109

CH \$140.00 76112662

ATTORNEY DOCKET NUMBER:	120926-159875
NAME OF SUBMITTER:	Robert S. Blasi, Jr., Esq.
Signature:	/-R/
Date:	01/06/2006
Total Attachments: 3 source=ChipWrights Trademark Assignment (2)#page1.tif source=ChipWrights Trademark Assignment (2)#page2.tif source=ChipWrights Trademark Assignment (2)#page3.tif	

**TRADEMARK ASSIGNMENT**

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, Joseph F. Finn Jr. (having a place of business at 167 Worcester Street, Suite 209, Wellesley Hills, MA 02481-3613), as assignee for the benefit of creditors of ChipWrights Design, Inc. a Delaware corporation, (the "Company") with a principal place of business at 230 Third Avenue, Waltham, MA 02451, (hereinafter called "ASSIGNOR"), has sold, assigned, transferred and set over, and by these presents hereby sells, assigns, transfers and sets over, unto ADG Acquisition Corp., a Delaware corporation, with a principal place of business at 230 Third Avenue, Waltham, MA 02451 (hereinafter "ASSIGNEE"), all of Assignor's and the Company's right, title and interest in, to and under the trademarks, trademark registrations, and trademark applications (including any and all goodwill symbolized thereby) listed on Exhibit A attached hereto and incorporated herein and all rights of the Company to trademarks, trademark registrations and trademark applications not listed on Exhibit A (hereinafter "the Marks").

ASSIGNOR agrees without further consideration to ASSIGNEE, but at ASSIGNEE'S expense (a) to timely execute and deliver (i) any additional papers to be used in connection with the Marks and any related applications, as the ASSIGNEE may deem necessary or expedient, (ii) any papers or documents to be used in connection with the preparation and filing of any foreign applications or with making claims to priority rights granted under the provisions of the Madrid Protocol or similar agreements in connection with the Marks; and (b) to perform such additional acts and cooperate with ASSIGNEE in every way possible in obtaining evidence and otherwise going forward in any such proceedings in connection with the Marks.

ASSIGNOR hereby assigns to ASSIGNEE all right, title and interest in and to each of the Marks, including all rights therein provided by international conventions and treaties, together with the goodwill of the business symbolized by the Marks and any and all registrations thereof worldwide, as well as the right to sue for past, present, and future infringement of the Marks worldwide.

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of the ASSIGNEE, its successors, legal representatives and assigns in accordance with the terms of this instrument.

Execution

IN TESTIMONY WHEREOF, ASSIGNOR hereunto sets his hand and seal this 23 day of May, 2005.

**CHIPWRIGHTS DESIGN, INC.**

By: Joseph F. Finn, Jr.  
Joseph F. Finn, Jr., as Assignee  
for the benefit of creditors of  
ChipWrights Design, Inc., and not  
individually

County of Wendell ) ss.

COMMONWEALTH OF )  
MASSACHUSETTS )

On this 21st day of May, 2005, before me, a Notary Public in and for the Commonwealth of Massachusetts, personally appeared Joseph F. Finn, Jr., to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Scott Schreier  
Notary Public  
My Commission expires on: August 11, 2011

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# EXHIBIT A

## TRADEMARK PORTFOLIO

Trademarks, trademark applications, trade names, service marks and service mark applications:

Mark	Serial No., Filing Date	Reg. No., Reg. Date
<i>CHIPWRIGHTS</i>	Serial No.: 76/112,662 Filing Date: 8/18/2000	Issue No.: 2,802,760 Issue Date: 1/6/2004
<i>CHIPWRIGHTS (and Design)</i>	Serial No.: 76/232,652 Filing Date: 3/29/2001	Issue No.: 2,708,494 Issue Date: 4/22/2003
<i>CHIPWRIGHTS (Japan)</i>	Serial No.: 4591110 Filing Date: 8/2/2002	Issue No.: 4591110 Issue Date: 8/2/2002
<i>COLORWRIGHT</i>	Serial No.: 76/599,804 Filing Date: 6/28/2004	Issue No.: Issue Date: