

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cad Quest, Inc.		02/16/2006	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Edgenet Holding Corporation		
<b>Street Address:</b>	6 Cadillac Drive		
<b>Internal Address:</b>	Suite 260		
<b>City:</b>	Brentwood		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37027		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3019794	CAD QUEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)493-6811		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	650-493-9300		
<b>Email:</b>	trademarks@wsgr.com		
<b>Correspondent Name:</b>	Wilson Sonsini Goodrich & Rosati		
<b>Address Line 1:</b>	650 Page Mill Road		
<b>Address Line 2:</b>	Ty Tran		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304-1050		
<b>ATTORNEY DOCKET NUMBER:</b>	33187-000-ASSIGN		
<b>NAME OF SUBMITTER:</b>	Mark S. Warnick		
<b>Signature:</b>	/Mark S Warnick/		

CH \$40.00 3019794

Date:

09/20/2006

**Total Attachments: 3**

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## ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS made as of this 16<sup>th</sup> day of February, 2006, by Cad Quest, Inc., a Wisconsin corporation with its principal place of business at N16 W23233 Stone Ridge Drive, Waukesha, Wisconsin 53188 ("Assignor"), to Edgenet Holding Corporation, a Delaware corporation with its principal place of business at 6 Cadillac Drive, Suite 260, Brentwood, Tennessee 37027 ("Assignee").

### RECITALS

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of February 16, 2006 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Acquired Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademarks as of the date first above written.

CAD QUEST, INC.

By: [Signature]  
Ronald M. Rudolph, President

STATE OF WISCONSIN )  
                          ) SS  
WAUKESHA COUNTY    )

Personally came before me this 16<sup>th</sup> day of February, 2006, the above-named Ronald M. Rudolph, 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 same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[Signature]  
\_\_\_\_\_  
Jascha Beck Walter  
Notary Public, State of Wisconsin  
My Commission is permanent

**SCHEDULE A**

**Registered Servicemarks and Trademarks**

<u>Trademark</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
CAD QUEST	3019794	November 29, 2005