

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Transfer Statement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Square 1 Bank		12/12/2008	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Radialpoint Safecare Acquisition Co. # One LLC		
Street Address:	2050 Bleury Street		
Internal Address:	Suite 300		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H3A 2J5		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77177585	ENABLED BY HIWIRED SMART TECHNOLOGY	
Serial Number:	77493486	HIWIRED	
Serial Number:	77493488	HIWIRED	
Serial Number:	78675530	HIWIRED	
CORRESPONDENCE DATA			
Fax Number:	(514)904-8101		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipmtl@osler.com		
Correspondent Name:	Sofia Aguilar		
Address Line 1:	1000 de la Gauchetiere St West		
Address Line 2:	Suite 2100		
Address Line 4:	Montreal, CANADA H3B 4W5		
ATTORNEY DOCKET NUMBER:	1114107 (TM HIWIRED)		
DOMESTIC REPRESENTATIVE			

OP \$115.00 77177585

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Sofia Aguilar

Signature:

/Sofia Aguilar/

Date:

12/17/2008

Total Attachments: 7

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TRANSFER STATEMENT

THIS TRANSFER STATEMENT ("Transfer Statement") is made this 12th day of December, 2008 by **Square 1 Bank** ("Seller"), in favor of **Radialpoint Safecare Acquisition Co. # One LLC**, a Delaware limited liability company ("Purchaser").

WITNESSETH:

WHEREAS, Seller and Purchaser entered into that certain Offer and Acceptance agreement dated December 1, 2008 ("Agreement") with respect to the sale of the personal property described on Exhibit A attached hereto ("Property") which was owned by HiWired, Inc. ("Debtor"); and

WHEREAS, Debtor defaulted on a loan with Seller which was secured, in part, by the Property and Seller is exercising its postdefault remedies under the Uniform Commercial Code with respect to the Property; and

WHEREAS, by reason of the exercise of its postdefault remedies, Seller agrees to sell, and Purchaser agrees to acquire, the rights of the Debtor in the Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Purchaser all of its right, title and interest in and to the Property, free and clear of any and all encumbrances and other claims whatsoever.

Purchaser does not assume any liabilities of Debtor or the Business (as defined in the Agreement), other than liabilities and obligations arising after the date hereof (the "Closing Date"): (a) under Assumed Contracts (as defined in Exhibit A hereto); and (b) to employees of the Business retained or hired by Radialpoint (collectively, "Assumed Liabilities"). Purchaser shall not assume and Debtor shall not be released from any liabilities of Debtor of every nature and kind which are not specifically assumed by Purchaser, including, without limitation, liabilities or obligations concerning employees, customers, taxing authorities, trade debt, lenders, leases, landlords and any other corporate indebtedness of Debtor.

Nothing in this Transfer Statement shall be construed as an assignment of, or an attempt to assign to the Purchaser, any contract or other asset which, as a matter of law or by its terms or the terms of any agreement, is (i) not assignable, or (ii) not assignable without notice to or the approval or consent of the issuer thereof or the other party or parties thereto, without first obtaining such approval or consent or giving such notice (collectively "Non-Assignable Rights"). In connection with such Non-Assignable Rights, the Seller shall, at the request of the Purchaser:(a) apply for and use reasonable efforts to assist the Purchaser to obtain all consents or approvals contemplated by those contracts or other agreements as listed in the Schedule of Assumed Contracts, provided that nothing shall require the Seller to make any payment to any other party in order to obtain such consent or approval; and (b) co-operate with the Purchaser in

any reasonable arrangements designed to provide the benefits of such Non-Assignable Rights to the Purchaser, including holding any such Non-Assignable Rights in trust for the Purchaser or acting as agent for the Purchaser.

Seller confirms that the warranties and representations contained in the Agreement are true as of the date hereof and the representations, warranties and indemnifications contained in the Agreement shall survive after the Closing Date.

WITH RESPECT TO ALL PROPERTY TRANSFERRED, WHETHER TANGIBLE OR INTANGIBLE, SELLER EXPRESSLY DISCLAIMS A WARRANTY OF MERCHANTABILITY AND WARRANTY FOR FITNESS FOR A PARTICULAR USE OR ANY OTHER WARRANTY EXPRESSED OR IMPLIED THAT MAY ARISE BY OPERATION OF LAW OR UNDER THE UNIFORM COMMERCIAL CODE FOR THE STATE IN WHICH THE PROPERTY IS LOCATED (OR ANY OTHER STATE).

This Transfer Statement shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of Purchaser and Seller.

Except as specifically modified herein, the Agreement shall remain in full force and effect and this Transfer Statement together with the Agreement and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral, whether statutory or otherwise, between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

Each of Purchaser and Seller shall, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Transfer Statement and the Agreement, and each of Purchaser and Seller shall provide such further documents or instruments required by the other as may be reasonably necessary or desirable to effect the purpose of this Transfer Statement and the Agreement and carry out their provisions, whether before or after the Closing Date.

The name and last known mailing address of the Seller, Debtor and Purchaser are:

Seller: Square 1 Bank
406 Blackwell Street, Suite 240
Durham, NC 27701
Attention: Joseph Crayton

Debtor: HiWired, Inc.
117 Kendrick Ave., Suite 300

Needham Heights, MA 02494

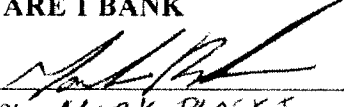
Purchaser: Radialpoint USA, Inc.
2050 Bleury, Suite 300
Montreal, QC H3A 2J5
Canada
Attn: Warren Levitan, Vice President

This Transfer Statement is intended to be a "transfer statement" under §9-619 of the Uniform Commercial Code.

This Transfer Statement shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the Commonwealth of Massachusetts.

EXECUTED as of the 12TH day of December, 2008.

Seller:
SQUARE 1 BANK

By: 
Name: MARK PLOSKI
Title: VICE PRESIDENT

Purchaser:
Radialpoint Safecare Acquisition Co. # One LLC

By: _____
Name: _____
Title: _____

Needham Heights, MA 02494

Purchaser: Radialpoint USA, Inc.
2050 Bleury, Suite 300
Montreal, QC H3A 2J5
Canada
Attn: Warren Levitan, Vice President

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EXECUTED as of the 12th day of December, 2008.

Seller:
SQUARE 1 BANK

By: _____
Name: _____
Title: _____

Purchaser:
Radialpoint Safecare Acquisition Co. # One LLC

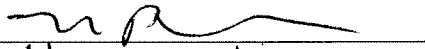
By: 
Name: HAMMIE HILL
Title: CHAIRMAN & CFO

EXHIBIT A

PROPERTY DESCRIPTION

- (a) All accounts receivables collections on or after December 1, 2008, inventory, prepaid expenses;
- (b) All office equipment, fixtures and furniture;
- (c) All rights and benefits under contracts, agreements, licenses and other commitments and engagements, including under any non-competition agreements or undertakings, to which HiWired is entitled or relating to the operation of HiWired for use in the Business (as defined in the Agreement) (the "Contracts"), which are listed on the Schedule of Assumed Contracts attached hereto (the "Assumed Contracts"). Radialpoint shall have no liability or obligation under any Contract that is not an Assumed Contract;
- (d) all intellectual property rights owned, used or held by HiWired in connection with the Business, whether registered or not including, without limitation, all copyrights, trademarks, trade names, business names, trade secrets and proprietary information, including, without limitation those listed on the Schedule of Intellectual Property Rights attached hereto;
- (e) All hardware, software, source code, object code, technical information, methods, procedures, and all other information used in or relating to the operation of the Business, other than equipment subject to a valid and perfected prior security interest or lease held by Dell Financial Services, L.L.C.; and
- (f) All other tangible and intangible assets, relating to or in the operation of the Business or used by the Business, including, but not limited to data and material relating to planning, costing, marketing, equipment use, employee records, customers, subscribers and suppliers, operating manuals, and other books, records and documents relating to the operation of the Business.

SCHEDULE OF ASSUMED CONTRACTS

1. Master Services and Software License Agreement between Comcast Cable Communications Management, LLC and HiWired, Inc., dated October 22, 2007 and the Statements of Work thereunder including those dated October 22, 2007, January 4, 2008, January 16, 2008, March 31, 2008 and June 18, 2007.
2. Services and Marketing Agreement between CA, Inc. and HiWired, Inc., dated September 24, 2008.
3. Master Services and Software License Agreement between Windstream Communications, Inc. and HiWired, Inc., dated April 17, 2008 and the associated Statement of Work No.1 dated April 17, 2008.
4. Lease Agreement between Light Frog (now HiWired, Inc.) and Dell Financial Services L.P., dated February 18, 2005.

SCHEDULE OF PATENT APPLICATIONS

Title	Serial Number	Filing Date
System and Method for Diagnosis of and Recommendations for Remote Processor System	US Provisional Application 60/829,393	Oct. 13, 2006
System and Method for Diagnosis of and Recommendations for Remote Processor System	US Application 11/870,984	Oct. 11, 2007
System and Method for Diagnosis of and Recommendations for Remote Processor System	PCT Application PCT/US2007/081379	Oct. 15, 2007

SCHEDULE OF TRADEMARK APPLICATIONS AND REGISTRATIONS

Mark	Serial Number	Filing / Registration Date
ENABLED BY HIWIRED SMART TECHNOLOGY	US Application 77/177,585	May 10, 2007
HIWIRED	US Application 77/493,486	June 6, 2008
HIWIRED	US Application 77/493,488	June 6, 2008
HIWIRED	US Application 78/675,530	July 21, 2005
	US Registration 3,492,628	August 26, 2008