

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
Evolved Digital Solutions, Inc.		04/17/2009	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Premerus, LLC		
Street Address:	730 Cool Springs Road		
Internal Address:	Suite 800		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3459990	RADWEB	
CORRESPONDENCE DATA			
Fax Number:	(615)244-6804		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	615-850-8741		
Email:	rfelber@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	511 Union Street		
Address Line 2:	Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	008654.22056 RADWEB		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		
Signature:	/Robert P. Felber, Jr./		

OP \$40.00 3459990

Date:

04/22/2009

Total Attachments: 4

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**ASSIGNMENT OF SERVICE MARK,
SERVICE MARK REGISTRATION AND
ACCOMPANYING GOODWILL**

This Assignment of Service Mark, Service Mark Registration and Accompanying Goodwill (this "Assignment") is entered into as of April ~~17th~~ 2009 by and between **EVOLVED DIGITAL SOLUTIONS, INC.**, a Tennessee corporation with its principal business address at 5141 Virginia Way, Suite 300, Brentwood, Tennessee 37027 (the "Assignor"), and **PREMERUS, LLC**, a Tennessee limited liability company with its principal business address at 730 Cool Springs Road, Suite 800, Franklin, Tennessee 37067 (the "Assignee"), in accordance with the terms of that certain Asset Purchase Agreement, dated as of March 24, 2009, by and between Assignor and Assignee (the "Asset Purchase Agreement"). Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed in the Asset Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all of Assignor's worldwide rights, title and interest in and to the service mark identified in Schedule A attached hereto (the "Mark"), any registrations therefore throughout the world and any renewals or extensions of such registrations, and all rights, including all common law rights, and registrations therein and therefore in any other country or locality worldwide, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark and the resulting right to recover damages and profits for past, present or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor, if this assignment and sale had not been made.

Assignor agrees to execute and deliver at the request of Assignee, any papers, instruments and assignments reasonably necessary to vest in Assignee all of Assignor's right, title and interest in and to the Mark and the registration(s) therefore and/or to provide evidence to support such assignment in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the Asset Purchase Agreement, and this Assignment is not intended to alter the rights or obligations of the parties to the Asset Purchase Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Asset Purchase Agreement, and with respect to matters addressed in the Asset Purchase Agreement but not addressed herein, the parties hereto agree that the terms of the Asset Purchase Agreement shall control.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

[SIGNATURE PAGE FOLLOWS]

ASSIGNOR:

EVOLVED DIGITAL SOLUTIONS, INC.

By: Bill Greer

Title: President & CEO

Date: 4-17-09

ASSIGNEE:

PREMERUS, LLC

By: Stephen W. Misset

Title: CFO

Date: 4-17-09

STATE OF TENNESSEE)

COUNTY OF Williamson)

Before me, Stacy L. Gammons, a Notary Public of said County and State, personally appeared Bill Greer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President & CEO (or other officer authorized to execute the instrument) of EVOLVED DIGITAL SOLUTIONS, INC., the within named Assignor, and that he, as President & CEO of the Assignor, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignor in his capacity as President & CEO.

Witness my hand and seal, at office in Franklin, Tennessee, this 17th day of April, 2009.

Stacy L. Gammons
Notary Public

My Commission Expires: 7-30-2012



STATE OF TENNESSEE)
)
COUNTY OF Williamson)

Before me, Stacy L. Gammons, a Notary Public of said County and State, personally appeared Stephen Mengert, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be CFO (or other officer authorized to execute the instrument) of PREMERUS, LLC, the within named Assignee, and that he, as CFO of the Assignee, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignee in his capacity as CFO.

Witness my hand and seal, at office in Franklin, Tennessee, this 17th day of April, 2009.

Stacy L. Gammons
Notary Public

My Commission Expires: 7-30-2012



SCHEDULE A
TO ASSIGNMENT OF SERVICE MARK, SERVICE MARK REGISTRATION
AND ACCOMPANYING GOODWILL

Service Mark: RADWEB
U.S. Serial No. 76677862
U.S. Registration No. 3459990
Registration Date: July 8, 2008