

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
SARNOFF CORPORATION		06/26/2009	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	SOFICS BVBA		
Street Address:	Brugsebaan 188A		
City:	Gistel		
State/Country:	BELGIUM		
Postal Code:	B-8470		
Entity Type:	COMPANY: BELGIUM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2602417	TAKECHARGE	
Registration Number:	3269704	TAKECHARGE	
CORRESPONDENCE DATA			
Fax Number:	(973)597-2400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	Lowenstein Sandler PC		
Address Line 2:	65 Livingston Avenue		
Address Line 4:	Roseland, NEW JERSEY 07068-1791		
ATTORNEY DOCKET NUMBER:	23187.5		
DOMESTIC REPRESENTATIVE			

CH \$65.00 2602417

Name: Vanessa A. Ignacio, Esq.
Address Line 1: Lowenstein Sandler PC
Address Line 2: 65 Livingston Avenue
Address Line 4: Roseland, NEW JERSEY 07068-1871

NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.
Signature:	/Vanessa A. Ignacio/
Date:	06/30/2009

Total Attachments: 4
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ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is made by and among **Sarnoff Corporation**, a company incorporated and existing under the laws of New Jersey (United States of America), with registered office at 201 Washington Road, Princeton, NJ-08543, New Jersey, USA (“Assignor” or “SC”), in favor of **SOFICS BVBA**, a company incorporated and existing under the laws of Belgium, with registered office at Brugsebaan 188A, B-8470 Gistel, Belgium and registered with the Belgian Register of Legal Entities under the number RPR Brugge 0472.687.037 (“Assignee” or “SE”).

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign, all of Assignor’s right, title and interest in and to the United States and European Community trademark registrations set forth in Schedule A and all common law and other rights in and to the trademarks that are subject of such registrations (collectively, the “Trademarks”).

NOW, THEREFORE, pursuant to the Intellectual Property Transfer Agreement executed on June 16, 2009 by the Assignor and the Assignee, and in consideration of good and valuable consideration as set forth and described in the Intellectual Property Transfer Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby fully transfers and assigns to Assignee, who accepts, all its title, interest and rights, subject to any and all licenses existing at the execution date of this Assignment, the Trademarks, in the United States and all applicable foreign countries, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew any registration therefor, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s 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 together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including, without limitation, (a) all rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives and (b) all rights to apply for registrations in

foreign countries that Assignor has or may have with respect to any of the foregoing with full benefit of such priorities as may now or hereafter be granted to it by law or treaty, including any international convention.

As a consequence of this transfer and assignment, Assignee will be the sole and exclusive owner of all title, interest and rights in and to the Trademarks.


Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries whose duty is to issue and maintain trademarks, to record Assignee as owner of the Trademarks.

At any time or from time to time after the execution date hereof, Assignor shall, at the request of Assignee, execute and deliver any further instruments or documents and take all such further action as Assignee may reasonably request in order to evidence the consummation of this Assignment.

Except as otherwise provided in this Assignment, this Assignment shall be governed by the terms and conditions set forth in the Intellectual Property Transfer Agreement executed on June 16, 2009 by the Assignor and the Assignee.

--SIGNATURES APPEAR ON THE NEXT PAGE--

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be signed and executed by the undersigned officer thereunto duly authorized this 23rd day of June, 2009.

By 

Robert Levin

Title: Vice President, General Counsel
and Secretary

Sarnoff Corporation

"Assignor"/"SC"

Lisa Treshock
Printed Name of Witness


Signature of Witness

June 23, 2009
Date

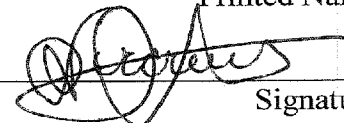
IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be signed and executed by the undersigned officer thereunto duly authorized this 26 day of June, 2009.



Koen Verhaege


Title: Zaakvoerder
Sarnoff Europe BVBA
"Assignee"/"SE"

INGE VERCRUYSE
Printed Name of Witness


Signature of Witness

JUNE 26, 2009
Date

Schedule A
Trademarks

Mark	Country	Registration No.
TAKECHARGE	United States	2,602,417
 TakeCharge TAKECHARGE & Design	United States	3,269,704
TAKECHARGE	European Community	002173060