

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/18/2010

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QuantumThink Group, Inc.		02/18/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	RapidBridge, LLC
Street Address:	9605 Scranton Road, Suite 150
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2825409	QTHINK
Registration Number:	2687759	QTHINK
Registration Number:	2651000	QTHINK
Registration Number:	2854076	QTHINK

CORRESPONDENCE DATA

Fax Number: (619)235-0398
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 619 515 3253
 Email: docketing@procopio.com
 Correspondent Name: Kam W. Li @ Procopio Cory
 Address Line 1: 525 B Street, Suite 2200
 Address Line 4: San Diego, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER: 108177-6

CH \$1115.00 2825409

900165697

**TRADEMARK
 REEL: 004233 FRAME: 0109**

NAME OF SUBMITTER:	Kam W. Li
Signature:	/Kam W. Li/
Date:	06/28/2010
Total Attachments: 2 source=QTHINK assignment#page1.tif source=QTHINK assignment#page2.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS, effective as of February 18, 2010, is entered into between QuantumThink Group, Inc., a Delaware Corporation, having a principal place of business at 9605 Scranton Road, Ste. 150, San Diego, CA 92121, (hereinafter Assignor) and RapidBridge, LLC, a Delaware Limited Liability Company having a principal place of business at 9605 Scranton Road, Ste. 150, San Diego, CA 92121.

WHEREAS, Assignor is the owner of the trademarks and trademark registrations in the United States Patent and Trademark Office as identified in Exhibit A, attached hereto (hereinafter referred to as the Trademarks); and

WHEREAS Assignee is desirous of acquiring all right, title and interest in and to said Trademarks, together with the goodwill of the business symbolized by said Trademarks; and

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, the Assignor, as of the above date sold, assigned, transferred, and conveyed unto Assignee all of its right, title and interest in and to said Trademarks, worldwide, including any choses in action relating to said Trademarks, claims for damages, profits and costs, both in equity and law, for any infringement(s) of said Trademark rights accruing on or before the effective date of the Assignment, together with the good will of the business symbolized by said Trademarks, and Assignor agrees to execute any further documents, now and hereinafter necessary to perfect the rights herein assigned, all without further compensation to Assignor.

Executed this 15 day of June, 2010, at San Diego, California 92121

QuantumThink Group, Inc.

By: _____

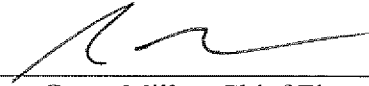

Grant Miller, Chief Financial Officer



Exhibit A

<u>Reg. Number</u>	<u>Description of Mark</u>	<u>Reg. Date</u>
2,825,409	QTHINK	March 23, 2004
2,687,759	QTHINK and design	February 18, 2003
2,651,000	QTHINK	November 19, 2002
2,854,076	QTHINK and design	June 15, 2004

