

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
Radianse, Inc.		06/17/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Consortium P, Inc.		
<b>Street Address:</b>	35E Industrial Way		
<b>Internal Address:</b>	Suite 101		
<b>City:</b>	Rochester		
<b>State/Country:</b>	NEW HAMPSHIRE		
<b>Postal Code:</b>	03867		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3004939	RADIANCE	
Registration Number:	3004940	RADIANCE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(603)886-4796		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	603-886-6100		
Email:	trademarks@vernmaine.com		
Correspondent Name:	Vern Maine & Associates		
Address Line 1:	547 Amherst St., 3rd Floor		
Address Line 4:	Nashua, NEW HAMPSHIRE 03063		
ATTORNEY DOCKET NUMBER:	CONSP0007-TM; CONSP0007A-		
NAME OF SUBMITTER:	Andrew P. Cemota		
Signature:	/Andrew P. Cemota, Reg. No. 52,711/		

OP \$65.00 3004939

**900169423**

**TRADEMARK  
 REEL: 004261 FRAME: 0128**

Date:

08/16/2010

**Total Attachments: 8**

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TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into by and between Radianse, Inc. ("Seller"), and Consortium P, Inc. ("Assignee") this 17th day of June, 2010.

**WHEREAS**, Seller, a Delaware corporation, is the owner of all right, title and interest in and to the trademarks listed in Exhibit 1 (the "Trademarks"), and has adopted, used and is currently using the Trademarks;

**WHEREAS**, Assignee would like to acquire all right, title and interest to the Trademarks; and

**WHEREAS**, the Seller filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code on April 20, 2010, and an Order was entered on June 4, 2010 approving the sale of certain assets to the Assignee, including the Trademarks;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, including, without limitation, the consideration referred to in the Asset Purchase Agreement the receipt and legal sufficiency of which are hereby acknowledged, the parties, each of them intending to be legally bound, hereby agree as follows:

1. Seller represents and warrants that it is the owner of all right, title and interest to Trademarks and has the ability to sell its right, title and interest to the Trademarks to the Assignee; and
2. Seller hereby assigns, conveys and transfers all of the its right, title and interest in the Trademarks and all goodwill associated therewith to Assignee including all income, royalties, damages and payments now or hereafter due or payable with respect thereto and all causes of action either in law or equity and the right to sue, counterclaim and to recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment. Seller hereby agrees to furnish Assignee for filing such notices of assignment with the United States Patent and Trademark Office and shall submit such documents (such as registrant name change agreements) as are necessary to effect the

assignment and transfer of the Trademarks to Assignee, with all costs to be borne by the Seller. Seller hereby agrees to sign or otherwise execute all such documents necessary to effectuate this Assignment.

3. Seller hereby agrees to not engage or sponsor, directly or indirectly, any actions affecting the validity and/or dilution of the Trademarks.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement is executed below by an authorized representative of each party.

Dated this 17th day of June, 2010.

**SELLER:**

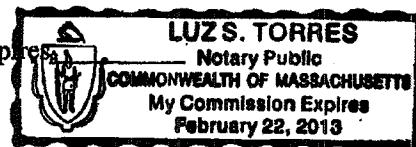
**RADIANCE, INC.**

By: Paul Tessier  
Paul Tessier, CTO

Subscribed and sworn to before me this 17 day of June, 2010.

LUZ S. TORRES  
Notary Public, State of Massachusetts

My Commission Expires



**ASSIGNEE:**

**CONSORTIUM P, INC.**

By: \_\_\_\_\_  
Craig Benson, President

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public, State of New Hampshire

My Commission Expires \_\_\_\_\_

**Schedule 1 to Trademark Assignment**

RADIANCE U.S. Registration No. 3,004,940

RADIANCE U.S. Registration No. 3,004,939

TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into by and between Radianse, Inc. ("Seller"), and Consortium P, Inc. ("Assignee") this 17th day of June, 2010.

**WHEREAS**, Seller, a Delaware corporation, is the owner of all right, title and interest in and to the trademarks listed in Exhibit 1 (the "Trademarks"), and has adopted, used and is currently using the Trademarks;

**WHEREAS**, Assignee would like to acquire all right, title and interest to the Trademarks; and

**WHEREAS**, the Seller filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code on April 20, 2010, and an Order was entered on June 4, 2010 approving the sale of certain assets to the Assignee, including the Trademarks;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, including, without limitation, the consideration referred to in the Asset Purchase Agreement the receipt and legal sufficiency of which are hereby acknowledged, the parties, each of them intending to be legally bound, hereby agree as follows:

1. Seller represents and warrants that it is the owner of all right, title and interest to Trademarks and has the ability to sell its right, title and interest to the Trademarks to the Assignee; and
2. Seller hereby assigns, conveys and transfers all of its right, title and interest in the Trademarks and all goodwill associated therewith to Assignee including all income, royalties, damages and payments now or hereafter due or payable with respect thereto and all causes of action either in law or equity and the right to sue, counterclaim and to recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment. Seller hereby agrees to furnish Assignee for filing such notices of assignment with the United States Patent and Trademark Office and shall submit such documents (such as registrant name change agreements) as are necessary to effect the

assignment and transfer of the Trademarks to Assignee, with all costs to be borne by the Seller. Seller hereby agrees to sign or otherwise execute all such documents necessary to effectuate this Assignment.

3. Seller hereby agrees to not engage or sponsor, directly or indirectly, any actions affecting the validity and/or dilution of the Trademarks.

[remainder of page intentionally left blank]



IN WITNESS WHEREOF, this Agreement is executed below by an authorized representative of each party.

Dated this 17th day of June, 2010.

**SELLER:**

**RADIANCE, INC.**

By: \_\_\_\_\_  
Paul Tessier, CTO

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public, State of Massachusetts

My Commission Expires \_\_\_\_\_

**ASSIGNEE:**

**CONSORTIUM P, INC.**

By: \_\_\_\_\_  
Craig Benson, President

Subscribed and sworn to before me this 17<sup>th</sup> day of June, 2010.

Barbara B. Tiernan  
Notary Public, State of New Hampshire

My Commission Expires 11/16/2010

BARBARA B. TIERNAN  
Notary Public, New Hampshire  
My Commission Expires November 16, 2010

**Schedule 1 to Trademark Assignment**

RADIANCE U.S. Registration No. 3,004,940

RADIANCE U.S. Registration No. 3,004,939

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