

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															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 20%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 30%;">Entity Type</th> </tr> <tr> <td>Zemax Development Corporation</td> <td></td> <td>03/15/2011</td> <td>CORPORATION: WASHINGTON</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Zemax Development Corporation		03/15/2011	CORPORATION: WASHINGTON							
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Radiant Zemax, LLC</td> </tr> <tr> <td>Street Address:</td> <td>22908 NE Alder Crest Dr.</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 100</td> </tr> <tr> <td>City:</td> <td>Redmond</td> </tr> <tr> <td>State/Country:</td> <td>WASHINGTON</td> </tr> <tr> <td>Postal Code:</td> <td>98053</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name:	Radiant Zemax, LLC	Street Address:	22908 NE Alder Crest Dr.	Internal Address:	Suite 100	City:	Redmond	State/Country:	WASHINGTON	Postal Code:	98053	Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	
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PROPERTY NUMBERS Total: 1															
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Registration Number:	2234176	ZEMAX													
CORRESPONDENCE DATA															
Fax Number: (312)862-2200 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 312-862-2000 Email: dgasiorowski@kirkland.com Correspondent Name: Kirkland & Ellis LLP Address Line 1: 300 North LaSalle Street Address Line 2: c/o Donna Gasiorowski, Sr. Legal Asst. Address Line 4: Chicago, ILLINOIS 60654															
ATTORNEY DOCKET NUMBER:	42058-35 DRG														
NAME OF SUBMITTER:	Donna Gasiorowski														
Signature:	/Donna Gasiorowski/														

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TRADEMARK
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Date:

03/15/2011

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of March 15, 2011 ("Effective Date") by and between Zemax Development Corporation, a Washington corporation, with its principal office at 3001-112th Avenue NE, Suite 202, Bellevue, Washington 98004 ("Assignor"), and Radiant Zemax, LLC, a Delaware limited liability company, with its principal office at 22908 NE Alder Crest Dr., Suite 100, Redmond, Washington 98053 ("Assignee").

WHEREAS, Assignor, certain shareholders of Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of March 15, 2011 (the "Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the Purchased Assets as defined in the Agreement;

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, 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 had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall execute and deliver, at Assignee's sole cost and expense, such further instruments of conveyance and transfer and take such additional action and provide all such cooperation (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), as Assignee, Assignee's successors, assigns or other legal representatives, may reasonably request to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition,

infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

This Assignment shall be governed by, and construed in accordance with, the laws of the state of Delaware, without regard to the conflicts of laws rules of such state.

This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives (with full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein) as of the Effective Date.

ZEMAX DEVELOPMENT CORPORATION

RADIANT ZEMAX, LLC

Kenneth E. Moore

Name: KENNETH E. MOORE

Title: PRESIDENT

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives (with full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein) as of the Effective Date.

ZEMAX DEVELOPMENT CORPORATION RADIANT ZEMAX, LLC

_____

Name: _____

Name: Michael Nibarger

Title: _____

Title: Chief Executive Officer

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration No.	Registered
ZEMAX	2234176	March 23, 1999