

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
Prostor Systems, Inc.		05/12/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TANDBERG DATA HOLDINGS S.A R.L.		
Street Address:	46A, avenue J.F. Kennedy		
City:	L-1855 Luxembourg		
State/Country:	LUXEMBOURG		
Entity Type:	LIMITED LIABILITY COMPANY: LUXEMBOURG		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3118065	RDX	
Registration Number:	3750735	RDXPRO	
Serial Number:	78750798	RDXPRESS	
Serial Number:	78750800	RDXTREME	
CORRESPONDENCE DATA			
Fax Number:	(303)571-4321		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303.571.4000		
Email:	denverteas@kilpatricktownsend.com		
Correspondent Name:	Thomas D. Franklin		
Address Line 1:	1400 Wewatta Street, Suite 600		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	93505-811369		
DOMESTIC REPRESENTATIVE			
Name:			

OP \$115.00 3118065

900197081

**TRADEMARK
 REEL: 004583 FRAME: 0238**

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Thomas D. Franklin
Signature:	/tdf/
Date:	07/14/2011

Total Attachments: 6

source=RDX Trademark Assignment (executed)#page1.tif
source=RDX Trademark Assignment (executed)#page2.tif
source=RDX Trademark Assignment (executed)#page3.tif
source=RDX Trademark Assignment (executed)#page4.tif
source=RDX Trademark Assignment (executed)#page5.tif
source=RDX Trademark Assignment (executed)#page6.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is entered into as of May 12, 2011 (the “**Effective Date**”), by and between **PROSTOR SYSTEMS, INC.**, a Delaware corporation (the “**Assignor**”), and **TANDBERG DATA HOLDINGS S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated in the Grand Duchy of Luxembourg (the “**Assignee**” and, collectively with the Assignor, the “**Parties**”).

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of the Effective Date, between the Assignor, on the one hand, and the Assignee and Tandberg Data Corp., a Delaware corporation, in the limited capacity described therein, on the other hand (the “**Asset Purchase Agreement**”), the Assignor has conveyed, assigned, transferred, and delivered to the Assignee, and the Assignee has acquired and accepted from the Assignor, all of the Assignor’s right, title, and interest in and to the corporate names, fictional business names, trade names, registered and unregistered trademarks, service marks, and logos set forth on the attached Schedule A (the “**Trademarks**”), including all rights under common law relating to each Trademark, the corresponding registrations and applications for each Trademark, and the goodwill appurtenant to each of the foregoing.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Assignor hereby confirms, subject to the terms of the Asset Purchase Agreement, that the Assignor assigns, transfers, and conveys to the Assignee all of the Assignor’s right, title, and interest in and to (1) the Trademarks, including all rights under common law relating to each Trademark, the corresponding registrations and applications worldwide for each Trademark (including any renewals and extensions of such registrations, now or hereafter in effect), and the goodwill appurtenant to each of the foregoing, and (2) all rights to bring an action, whether at law or in equity, for infringement, dilution, or misuse of the Trademarks against any third party, and all rights against any third party to recover damages, to recover profits, and to secure injunctive relief for all past, present, or future infringement, dilution, or misuse of the Trademarks.

This Assignment may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The Parties authorize one another to detach and combine original signature pages and consolidate them into a single identical original, and any one of such completely executed counterparts will be sufficient proof of this Assignment. Any photographic, photocopy, or similar reproduction copy of this Assignment, or any PDF file of this Assignment, or any copy of this Assignment sent by facsimile transmission, in each case with all signatures reproduced on one or more sets of signature pages, will be considered for all purposes as if it were a manually-executed counterpart of this Assignment.

The internal laws of the State of Delaware (without reference to its rules as to conflict of laws) will govern the interpretation and enforcement of this Assignment.

The term “including” and its variants do not imply any limitation.

[Signature page follows]

The Parties are signing this Trademark Assignment as of the Effective Date.

PROSTOR SYSTEMS, INC.

By: Frank Harbist
Name: FRANK HARBIST
Title: CEO

ACKNOWLEDGED:

TANDBERG DATA HOLDINGS S.À R.L.

By: _____
Name:
Title:

By: _____
Name:
Title:

The Parties are signing this Trademark Assignment as of the Effective Date.

PROSTOR SYSTEMS, INC.

By: _____
Name:
Title:

ACKNOWLEDGED:

TANDBERG DATA HOLDINGS S.A.R.L.

NR
W By: _____
Name: **Manacor (Luxembourg) S.A.**
Title: **Manager A**

By: _____
Name:
Title:

Signature Page to Trademark Assignment

The Parties are signing this Trademark Assignment as of the Effective Date.

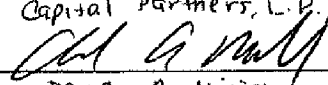
PROSTOR SYSTEMS, INC.

By: _____
Name:
Title:

ACKNOWLEDGED:

TANDBERG DATA HOLDINGS S.À R.L.





By: _____
Name:
Title:

Cyrus Capital Partners, L.P. Manager B
By:  _____
Name: David A. Milich
Title: COO

Signature Page to Trademark Assignment

SCHEDULE A

Trademarks

TRADEMARK	COUNTRY	CLASS(ES)	APPL. NO FILING DATE	REG NO. ISSUE DATE
RDX	Australia	9	1051591 04/19/2005	1051591 11/28/2005
RDXPRO	Australia	9	1078461 10/04/2005	1078461 04/18/2006
RDXPRESS	Australia	9	1102603 03/08/2006	1102603 07/10/2006
	Brazil	9	828796629 10/16/2006	828796629 8/11/2009
RDX	Canada		1288398 02/02/2006	TMA723417 09/11/2008
RDXPRO	Canada		1288399 02/02/2006	
RDXPRESS	Canada		1292964 03/09/2006	
	China	9	4643019 05/08/2005	4643019 2/21/08
RDXPRO	China	9	4934078 10/09/2005	4934078 9/7/2008
RDXPRESS	China	9	5280511 04/11/2006	
RDX	European Union	9	4395208 04/19/2005	4395208 02/28/2006
RDXPRO	European Union	9	004665998 10/04/2005	4665998 07/27/2006
RDXPRESS	European Union	9	004947479 03/08/2006	004947479 02/06/2007
RDX	India	9	1352452 04/21/2005	1352452 03/25/2008
RDXPRO	India	9	1394401 10/25/2005	1394401 01/22/2008
RDXPRESS	India	9	1428415 03/10/2006	
	Japan	9	2005-35672 04/21/2005	4912026 12/02/2005
RDXPRO	Japan	9	2006-17023 02/27/2006	4958453 06/02/2006
RDXPRESS	Japan	9	2006-27498 03/28/2006	4974625 07/28/2006
	Korea (South)	9	2006-13716 03/16/2006	748097 05/28/2008
RDXPRESS	Korea (South)	9	2006-13715 03/16/2006	689979 12/14/2006

TRADEMARK	COUNTRY	CLASS(ES)	APPL. NO FILING DATE	REG NO. ISSUE DATE
RDXPRO	Korea (South)	9	2006-13717 03/16/2006	690809 12/21/2006
RDX	Norway	9	200602425 03/08/2006	235202 09/29/2006
RDXPRO	Norway	9	200602424 03/08/2006	235201 09/29/2006
RDXPRESS	Norway	9	200602423 03/08/2006	235688 10/18/2006
RDX	Taiwan	9	095006120 02/10/2006	01230617 10/01/2006
RDXPRO	Taiwan	9	095006121 02/10/2006	01230618 10/01/2006
RDXPRESS	Taiwan	9	095015503 03/29/2006	01243716 01/01/2007
RDX	US	9	78/410281 04/29/2004	3118065 07/18/2006
RDXPRO	US	9	78/705584 09/01/2005	3750735 2/16/2010
RDXPRESS	US	9	78/750798 11/09/2005	
RDXTREME	US	9	78/750800 11/09/2005	