

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Bill of Sale and Assignment of All Assets	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RADIANT HOSPITALITY SYSTEMS, LTD.		12/31/2008	LIMITED PARTNERSHIP: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Radiant Systems, Inc.		
<b>Street Address:</b>	3925 Brookside Parkway		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30022		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2279136	MENULINK	
Registration Number:	2144355	ALOHA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)685-6929		
<b>Phone:</b>	404-815-3770		
<b>Email:</b>	mbedsole@sgrlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Christopher A. Holland		
<b>Address Line 1:</b>	1230 Peachtree Street, N.E.		
<b>Address Line 2:</b>	Suite 3100, Promenade II		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>		RADIANT	
<b>NAME OF SUBMITTER:</b>		Christopher A. Holland	

OP \$65.00 2279136

**900201839**

**TRADEMARK  
 REEL: 004621 FRAME: 0286**

Signature:	/Christopher A. Holland/
Date:	09/12/2011
<b>Total Attachments: 7</b> source=Radiant Hospitality Bill of Sales-Assignment - Radiant System#page1.tif source=Radiant Hospitality Bill of Sales-Assignment - Radiant System#page2.tif source=Radiant Hospitality Bill of Sales-Assignment - Radiant System#page3.tif source=Radiant Hospitality Bill of Sales-Assignment - Radiant System#page4.tif source=Radiant Hospitality Bill of Sales-Assignment - Radiant System#page5.tif source=Radiant Hospitality Bill of Sales-Assignment - Radiant System#page6.tif source=Radiant Hospitality Bill of Sales-Assignment - Radiant System#page7.tif	

## BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (this "Agreement") is made and entered into this 31<sup>st</sup> day of December, 2008 between Radiant Hospitality Systems, Ltd., a Texas limited partnership (the "Partnership"), and Radiant Systems, Inc., a Georgia corporation ("Radiant").

WHEREAS, pursuant to that certain Plan of Complete Liquidation, Dissolution and Termination effective as of December 31, 2008 (this "Plan"), the Partnership shall distribute the remainder of its assets to its partners.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the Plan and in consideration of the foregoing premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partnership hereby assigns, transfers, conveys and delivers to Radiant each of the assets of the Partnership.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names as of the date first written above.

RADIANT SYSTEMS, INC.

By: Mark H  
Name: Mark Hardet  
Title: CFO

RADIANT HOSPITALITY SYSTEMS,  
LTD.

By: Radiant Systems, Inc., its General  
Partner

By: Mark H  
Name: Mark Hardet  
Title: CFO

**ACTION TAKEN BY UNANIMOUS WRITTEN CONSENT  
OF THE PARTNERS OF  
RADIANT HOSPITALITY SYSTEMS, LTD.**

Acting by unanimous written consent pursuant to applicable provisions of Texas law, the undersigned, being all of the partners (the "Partners") of Radiant Hospitality Systems, Ltd., a Texas limited partnership (the "Partnership"), hereby consent to and adopt the following resolutions as the action of the Partners in lieu of a meeting and direct that this written consent be delivered to the Partnership for filing with its records.

**Approval of Dissolution and Termination**

WHEREAS, the Partners desire to liquidate, dissolve and terminate the Partnership in accordance with the Plan of Complete Liquidation, Dissolution and Termination (the "Plan") attached hereto as Exhibit A effective at 11:57 p.m. EST on December 31, 2008.

NOW, THEREFORE, BE IT RESOLVED, that the Partners authorize and approve the dissolution and termination of the Partnership and approve and adopt the Plan in substantially the form attached hereto effective at 11:57 p.m. EST on December 31, 2008 and the distribution of its assets to the Partners in accordance with Article IX of the Agreement of Limited Partnership of the Partnership dated as of December 24, 2003 and applicable law;

FURTHER RESOLVED, that the Partners authorize and approve the Plan as constituting a plan of liquidation under Section 332 of the Internal Revenue Code of 1986, as amended;

FURTHER RESOLVED, that the General Partner of the Partnership is authorized and directed to execute and deliver the documents and certificates that are required or permitted under the applicable provisions of the Texas Business Organizations Code and all other applicable law to dissolve and terminate the Partnership; and

FURTHER RESOLVED, that the General Partner of the Partnership is authorized, empowered and directed to take any and all necessary or appropriate steps to wind up the Partnership's ordinary business affairs, pay or make provision for the payment of its debts and other obligations, and distribute its remaining assets to the Partners in accordance with the Partnership Agreement and applicable law, and to file such other documents, instruments and papers as may be deemed necessary or desirable to effectuate and consummate the dissolution and termination of the Partnership.

**General Authority**

FURTHER RESOLVED, that the General Partner of the Partnership is authorized and directed to do and perform or cause to be done and performed, all such acts, deeds and things, to pay or cause to be paid, all fees, costs and expenses, and to make, execute and deliver or cause to be made, executed and delivered, all such agreements, undertakings, documents, instruments,

filings and certificates in the name and on behalf of the Partnership or otherwise as it deems necessary or desirable in order to effectuate or carry out fully and expeditiously the purpose and intent of the foregoing resolutions; and

FURTHER RESOLVED, that the authority given in these resolutions is retroactive and any and all acts authorized herein performed before the passage of these resolutions are ratified and affirmed.

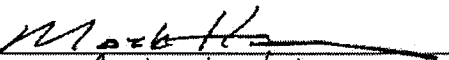
*[Signatures on following page]*

IN WITNESS WHEREOF, the undersigned consent to the actions described herein.

**GENERAL PARTNER:**

RADIANT SYSTEMS, INC.

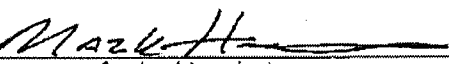
Date: 12/22/08

By:   
Name: Mark Haidet  
Title: CFO

**LIMITED PARTNER:**

RADS HOLDING CORP.

Date: 12/22/08

By:   
Name: Mark Haidet  
Title: Secretary/Treasurer

**EXHIBIT A**

**PLAN OF COMPLETE LIQUIDATION, DISSOLUTION AND TERMINATION  
OF  
RADIANT HOSPITALITY SYSTEMS, LTD.**

This Plan of Complete Liquidation, Dissolution and Termination (this "Plan") is for the purpose of effecting the dissolution of Radiant Hospitality Systems, Ltd., a Texas limited partnership (the "Partnership"), and the complete liquidation of its remaining assets, in accordance with Chapter 11 of the Texas Business Organizations Code (the "Code"), as follows:

1.

The Plan shall become effective at 11:57 p.m. EST on December 31, 2008 following its adoption by the partners of the Partnership.

2.

After discharging or providing for the discharge of all of the Partnership's debts, liabilities and obligations, the Partnership shall distribute the remainder of its assets to its partners in accordance with Article IX of the Agreement of Limited Partnership of the Partnership dated as of December 24, 2003.

3.

When all debts, liabilities and obligations of the Partnership have been paid, discharged or provided for and when the assets of the Partnership have been distributed as described in paragraph 2 above, adequate provision will be deemed to have been made therefor, and the partners of the Partnership shall take all proper proceedings in the manner provided by law to dissolve and terminate the Partnership. They shall execute and file a Certificate of Termination in accordance with the provisions of Section 11.101 of the Code. They also shall execute and file final tax returns of the Partnership, if required, and execute and file all other returns, documents and information required to be filed by reason of the complete liquidation and termination of the Partnership.

4.

Upon the filing of the Certificate of Termination with the Secretary of State of Texas, the Partnership shall not engage in any business activities, except those necessary to wind up and liquidate its business and affairs, including: (i) collecting its assets; (ii) disposing of its properties that will not be distributed in kind to its partners, in accordance with this Plan; (iii) discharging or making provision for discharging its liabilities; (iv) distributing its remaining property to its partners; and (v) doing every other act necessary to wind up and liquidate the business and affairs



of the Partnership. The partners of the Partnership shall continue in office solely for the purpose of such winding up and liquidation.

5.

The partners of the Partnership shall carry out and consummate the Plan and may adopt all resolutions, execute all documents, file all papers, deliver or publish all notices and take any and all other actions they deem necessary or desirable for the purpose of effecting the dissolution and termination of the Partnership and the complete liquidation of its business, assets and affairs.

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