

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
RMS TECHNOLOGY SOLUTIONS, INC.		05/13/2008	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	RMS TECHNOLOGY SOLUTIONS, LLC		
Street Address:	1359 Barclay Boulevard		
City:	Buffalo Grove		
State/Country:	ILLINOIS		
Postal Code:	60089		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3072013	PODSS	
CORRESPONDENCE DATA			
Fax Number:	(312)551-1101		
Phone:	312-551-8300		
Email:	ipdocket@pfs-law.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Patzik, Frank & Samotny Ltd.		
Address Line 1:	150 S. Wacker Drive		
Address Line 2:	Suite 150		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	5122-012		
NAME OF SUBMITTER:	Jordan Herzog		
Signature:	/Jordan Herzog/		

CH \$40.00 3072013

Date:

02/03/2012

Total Attachments: 3

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TRADEMARK ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, RMS TECHNOLOGY SOLUTIONS, INC., an Illinois corporation ("Assignor"), hereby sells, transfers, assigns, and conveys to RMS TECHNOLOGY SOLUTIONS, LLC, a Delaware limited liability company ("Assignee"), the entire worldwide right, title and interest in and to the trademark registrations, service mark registrations, trade names, trademarks, service marks, service mark applications and/or trademark applications respectively listed on Schedule A attached hereto and made a part hereof, as well as the goodwill associated with the business symbolized by the trade names, trademarks and/or service marks, and any and all state trademark registrations and common law trademark rights associated therewith; and any renewals thereof; all income, royalties, damages, license fees, licenses and payments now and hereafter due and/or payable with respect thereto; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on the same in the future (collectively, the "Trademarks"), the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Trademarks may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale and assignment had not been made. Assignor also assigns unto Assignee all claims for damages by reason of infringement prior to the date hereof of the Trademarks throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor agrees without charge to Assignee but at Assignee's expense to execute and deliver to Assignee such instruments necessary or desirable to perfect the above-described transfer of, or to procure, the Trademarks or to maintain the Trademarks before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, and to cooperate reasonably with Assignee in obtaining and/or providing information that is required in any proceedings relating to the Trademarks.

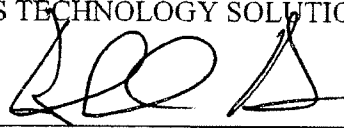
Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same for the Trademarks or any additional, continuing or divisional applications thereof to, to Assignee, its successors and/or assigns.

Assignor hereby grants to PATZIK, FRANK & SAMOTNY LTD. located at 150 South Wacker Drive, Suite 1500, Chicago, Illinois 60606, the authority and power to insert on this instrument any further identification, which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office or the Trademark Office of any foreign country.

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed on the date and in the capacity shown below.

ASSIGNOR:

RMS TECHNOLOGY SOLUTIONS, INC.

By: 
Richard Rubenstein, President

Date: May 13, 2008

SCHEDULE A

REGISTERED TRADEMARKS

U.S. Reg. No. 3,072,013 on PODSS, registered March 21, 2006

UNREGISTERED TRADEMARKS



Portable Overt Digital Surveillance System

p-PODSS

PODSS Hybrid

PODSS Repeater/Camera

Adopt-a-PODSS

PODSS Bulletin



RMS

RMS Technology Solutions

RMS Technology Solutions, Inc.