

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Prudential Insurance Company of America		11/27/2013	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

Name:	Radiant Zemax, LLC
Street Address:	22908 NE Alder Crest Drive, Suite 100
City:	Redmond
State/Country:	WASHINGTON
Postal Code:	98053
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3475508	SOURCE IMAGING GONIOMETER
Registration Number:	3444129	RADIANT IMAGING
Registration Number:	3381471	PROSOURCE
Registration Number:	2273691	PROMETRIC
Registration Number:	2234176	ZEMAX

**CORRESPONDENCE DATA**

Fax Number: 4352143811  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 435-214-3807  
 Email: mjones@markuswilliams.com  
 Correspondent Name: Melinda Jones  
 Address Line 1: 2750 Rasmussen Road, Suite H-104  
 Address Line 4: Park City, UTAH 84098

ATTORNEY DOCKET NUMBER:	10798.545	<b>TRADEMARK</b>
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NAME OF SUBMITTER:	Melinda Jones
Signature:	/mej/
Date:	12/18/2013
<b>Total Attachments: 5</b> source=Release of Security Interest in Trademarks - Radiant - Trademarks#page1.tif source=Release of Security Interest in Trademarks - Radiant - Trademarks#page2.tif source=Release of Security Interest in Trademarks - Radiant - Trademarks#page3.tif source=Release of Security Interest in Trademarks - Radiant - Trademarks#page4.tif source=Release of Security Interest in Trademarks - Radiant - Trademarks#page5.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks is made as of November 27, 2013 (this "Release") by THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, in its capacity as collateral agent ("Prudential"), now having an office at Four Embarcadero Center, Suite 2700, San Francisco, California 94111, in favor of RADIANT ZEMAX, LLC with its principal place of business at 22908 NE Alder Crest Drive, Suite 100, Redmond, Washington 98053 (the "Grantor"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement (as defined below).

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto ("**Listed Trademarks**"), which trademarks are registered in the United States Patent and Trademark Office (the "**Office**");

WHEREAS, pursuant to that certain Grant of Security Interest (Trademarks, Service Marks and Trade Names), dated as of March 15, 2011 (the "**Trademark Security Agreement**"), Grantor pledged and granted to Prudential, as collateral agent, a security interest in all of Grantor's right, title and interest in, to and under the following, whether then existing or thereafter created or acquired (collectively, the "**Trademark Collateral**"): (a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Exhibit A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the good will of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "**Trademarks**"); and (b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Exhibit A attached hereto (collectively, "**Trademark Licenses**");

WHEREAS, the Trademark Security Agreement was previously filed for the record in the Office on March 17, 2011 on Reel No. 4500, Frame Nos. 0330;

WHEREAS, Prudential has, at the Grantor's request, agreed to release its security interest in all of the Grantor's right, title and interest in, to and under the Trademark Collateral, including the Listed Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Prudential hereby terminates, releases and discharges fully its security interest in all of the Grantor's right, title and interest in, to and under the Trademark Collateral, including the Listed Trademarks.

Prudential hereby authorizes the Grantor, or the Grantor's authorized representative, to record this Release with the Office. Prudential hereby undertakes and agrees

to do such things and to execute such further lawful documents, assurances, applications and other instruments as may be required to give effective legal, registered and unencumbered title to the Grantor in and to the Trademark Collateral, including but not limited to the Listed Trademarks and the registrations thereof all without further considerations.

This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of laws of principles thereof.

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THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA

By: *David Brown* *DB*  
Name: DAVID BROWN  
Title: Vice President

[Signature Page - Release Of Security Interest In Trademarks]


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TRADEMARK  
REEL: 005176 FRAME: 0633

EXHIBIT A

See Attached.

**SCHEDULE A**  
**U.S. TRADEMARKS**

REGISTRATION NO.	MARK	REGISTRATION DATE
3475508	SOURCE IMAGING GONIOMETER	07/29/2008
3444129	RADIANT IMAGING AND DESIGN 	06/10/2008
3381471	PROSOURCE	02/12/2008
2273691	PROMETRIC	08/31/1999
2234176	ZEMAX	03/23/1999