

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327560

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BG Radia Corporation		12/30/2014	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Christie Digital Systems USA, Inc.		
<b>Street Address:</b>	10550 Camden Drive		
<b>City:</b>	Cypress		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90630		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1994998	RADIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2139963305		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2136836305		
<b>Email:</b>	floraresendiz@paulhastings.com		
<b>Correspondent Name:</b>	FLORA RESENDIZ		
<b>Address Line 1:</b>	515 SOUTH FLOWER STREET		
<b>Address Line 2:</b>	25TH FLOOR		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071		
<b>NAME OF SUBMITTER:</b>	Flora Resendiz		
<b>SIGNATURE:</b>	/fr/		
<b>DATE SIGNED:</b>	12/30/2014		
<b>Total Attachments: 6</b>			
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OP \$40.00 1994998



## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this “**Agreement**”) is entered into as of December 30, 2014 (the “**Effective Date**”), by and between Christie Digital Systems USA, Inc., a California corporation having a place of business at 10550 Camden Drive, Cypress, CA 90630 (“**Assignee**”) and BG Radia Corporation, a Washington corporation having a place of business at 3535 Arrowhead Way, Carson City, NV 89706 (“**Assignor**”).

### Recitals

WHEREAS, the parties entered into an Asset Purchase Agreement, dated as of December 22, 2014, pursuant to which Assignor is selling, transferring and assigning certain assets relating to the business or operation of Assignor (the “**Asset Purchase Agreement**”), including the trademark listed in Exhibit A (the “**Mark**”); and

WHEREAS, the Asset Purchase Agreement contemplates execution of this Agreement;

NOW THEREFORE, in consideration of mutual promises provided herein and the Asset Purchase Agreement and for other good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges, the parties agree as follows.

### Agreement

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of Assignor’s right, title and interest in and to the Mark together with the goodwill of the business symbolized by and associated with the Mark, including all common law rights and trademark registration for the Mark, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; and (b) all rights to income, royalties, and license fees deriving from the Mark, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Mark or injury to the goodwill associated with the Mark and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, without charge to Assignee other than reimbursement of reasonable expenses actually incurred by Assignor in connection with complying with Assignee’s request, all acts reasonably deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Mark, and the intellectual property rights therein assigned to Assignee hereunder and Assignee’s title in and to the Mark. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other

papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights and to effect the assignment contemplated by this Agreement and to perfect Assignee's title in and to the Mark.

### 3. GENERAL

3.1 Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California (without giving effect to principles of conflicts of laws).

3.2 Waiver; Amendment. Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Agreement may not be amended, modified or supplemented except by written agreement of the parties.

3.3 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

3.4 Construction. This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

3.5 Entire Agreement; Interpretation. This Agreement, including the schedules attached hereto and other agreements and documents referred to herein (including, without limitation, the Asset Purchase Agreement), contain the entire understanding of the parties hereto with regard to the subject matter contained herein, and supersede all prior agreements, understandings or letters of intent between or among the parties hereto. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by each of the parties hereto. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement is subject to all of the applicable terms and conditions of the Asset Purchase Agreement. Without limiting the

foregoing in this Section 3.5, this Agreement does not expand, modify or limit any representations or warranties in the Asset Purchase Agreement.

3.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

**“Assignee”**

Christie Digital Systems USA, Inc.,  
a California corporation

By: 

Name: John M. Kline

Title: President & Chief Executive Officer

**“Assignor”**

BG Radia Corporation,  
a Washington corporation

By: \_\_\_\_\_

Name: Warren Kocmond

Title: Chief Executive Officer

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.


**"Assignee"**

Christie Digital Systems USA, Inc.,  
a California corporation

By: \_\_\_\_\_  
Name: John M. Kline  
Title: President & Chief Executive Officer

**"Assignor"**

BG Radia Corporation,  
a Washington corporation

By:  \_\_\_\_\_  
Name: Warren Kocmond  
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**Exhibit A**  
**Mark**

<b>Country</b>	<b>Application/ Serial No.</b>	<b>Registration No.</b>	<b>Mark</b>
USA	Application Serial No. 74/675,872	Registration No. 1,994,998	"RADIA"

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]