

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	08/01/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Moriah Capital, L.P.		08/01/2007	LIMITED PARTNERSHIP: DELAWARE
FTTH Communications, L.L.C.		08/01/2007	LIMITED LIABILITY COMPANY: MINNESOTA

**RECEIVING PARTY DATA**

Name:	Moriah Capital, L.P.
Street Address:	685 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	78107696	LIGHTBLAST

**CORRESPONDENCE DATA**

Fax Number: (212)586-5095  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 586-5800  
 Email: cbirnbaum@ctswlaw.com  
 Correspondent Name: Courtney Birnbaum c/o Cohen Tauber  
 Address Line 1: 420 Lexington Avenue  
 Address Line 4: New York, NEW YORK 10170

NAME OF SUBMITTER:	Courtney Birnbaum
Signature:	/s/ Courtney Birnbaum

OP \$40.00 78107696

Date:

09/28/2007

**Total Attachments: 5**

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## SERVICE MARK AND TRADEMARK ASSIGNMENT

THIS SERVICE MARK AND TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of August 1, 2007, by and between **MORIAH CAPITAL, L.P.**, a Delaware limited partnership with offices at 685 Fifth Avenue, New York, New York 10022 (together with its successors and assigns, "Assignee"); **FTTH COMMUNICATIONS, L.L.C.**, a Minnesota limited liability company, ("FTTH") with its principal place of business located at 3771 Evermoor Rosemount, Minnesota 55068 (together with its successors and assigns, "Assignor").

### RECITALS:

A. Assignor is a Borrower under and has entered into with Assignee that certain Loan and Security Agreement by and among Assignee, Assignor, Rudder Digital Inc., and Rudder Capital Corporation, of even date herewith (the "Loan Agreement") providing, subject to the terms and conditions set forth therein, for the contribution, transfer, conveyance, assignment and delivery by Assignor to Assignee of, among other things, all of Assignor's right, title and interest in and to the Registered Marks (as defined below).

B. Capitalized terms not otherwise defined herein have the meaning set forth in the Loan Agreement.

C. The assignment hereunder and other obligations and transactions described and contemplated hereby are in partial consideration for Assignee agreeing to enter into, perform or accept, as applicable, the Loan Agreement and the other Loan Documents.

D. Assignor has adopted, used and is using certain marks (together with any applications, extensions, renewals or other filings or works related thereto, collectively, the "Registered Marks") described on Schedule A hereto which are registered in the United States Patent and Trademark Office.

E. Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, the Registered Marks.

**NOW, THEREFORE**, in consideration of the Recitals and the mutual agreements and covenants contained herein and in the Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Trademark Assignment. Assignor hereby assigns and sets over unto, and contributes, transfers, conveys and delivers to, Assignee, the following:

a. Assignor's entire right, title and interest in and to the Registered Marks in the United States and in all foreign countries, whether or not such Registered Marks are registered or have been registered prior to, on or after the date of this Assignment; and

b. All income, royalties, damages, payments, claims, demands and causes of action, both statutory and based upon common law, and in law or equity, that Assignor has or

might have by reason of any infringement, past, present or future, of any Registered Marks prior to, on or after the date of this Assignment, together with the right to collect and prosecute all of and for all of the above in Assignee's own name.

This Assignment is solely for purposes of securing the Obligations and shall not operate as an assignment of any liabilities or obligations relating to the Registered Marks. Assignee shall have the sole obligation to maintain, protect and enforce the Registered Marks and its rights therein at its sole cost and expense.

2. Representations and Warranties. Assignor represents and warrants to Assignee as follows:

- a. it is duly authorized and empowered to execute and perform this Assignment;
- b. it is not a party to any agreements, instruments or assignments that are in conflict with this Assignment or which would cause any Lien to be created on the Registered Marks or any claim against the Registered Marks;
- c. this Assignment constitutes a legal, valid and binding agreement and is enforceable against it in accordance with its terms;
- d. it is the sole owner of and has good legal and beneficial title to the Registered Marks, free and clear of all Liens;
- e. neither the execution, delivery or performance of this Assignment nor the consummation of the transactions contemplated hereby will violate any law, rule, regulation, order affecting the Assignor or its assets or properties;
- f. the Registered Marks are not currently subject to, or threatened with, any claim, action or proceeding; and
- g. it has not engaged in any acts or conduct, or made any omissions, that will result in Assignee receiving proportionately less of the Registered Marks, or less favorable treatment under any law, rule, regulation, order, claim, action or proceeding.

3. Further Assurances. Assignor agrees that it shall do, execute, acknowledge and deliver, all acts, agreements, instruments, consents, notices and assurances as may be requested by Assignee to further effect and evidence the assignment and enforcement of the same hereunder and the transactions contemplated hereby.

4. Amendment. This Assignment may not be changed unless such change is in a writing signed by the parties. The provisions of this Assignment may not be waived unless such waiver is in a writing signed by the party against whom enforcement of any waiver or discharge is sought.

5. Severability. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the

extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

6. Successors and Assigns. This assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. The parties hereto agree that this Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflict of law principles, except for Section 5-1401 of the General Obligations Law.

8. Counterparts. This Assignment may be executed in counterparts, including facsimile or electronic signature, each of which shall be deemed an original, but which together shall constitute one and the same agreement.



**SCHEDULE A**  
**Registered Marks**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Expiration Date</b>
Lightblast™	78107696	February 8, 2002	2751413	August 12, 2003	