

FORM PTO-1595
(Revised 6-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION FORM COVER SHEET
PATENTS ONLY

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS:

Please record the attached original documents or copy thereof.

ATTORNEY DOCKET NO.: 19109.3000

1. Name of conveying parties:
BlueCube Software, Inc.

Additional names of conveying party attached?
 YES NO

2. Name and address of receiving party:
Name: **Radiant Systems, Inc.**
Street Address: **3925 Brookside Parkway**
City: **Alpharetta**
State: **Georgia**
Zip Code: **30022**

Additional names and addresses attached?
 YES NO

| | | | |
|--|---|--------------------------------|--|
| 3. Nature of conveyance: | | | |
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Merger | <input type="checkbox"/> Other | |
| <input type="checkbox"/> Security Agreement | <input type="checkbox"/> Change of Name | | |

Execution Date: **December 5, 2004**

4. Application number(s) or patent number(s): **3**
If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s):

B. Patent Nos: **5,602,730;**
5,839,115; and
6,088,681

Additional numbers attached? YES NO

5. Name and address of party to whom correspondence concerning document should be mailed:

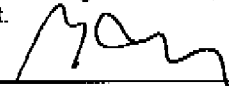
Gregory J. Kirsch
NEEDLE & ROSENBERG, P.C.
Customer No. 23859

6. Total number of patents involved: **3 (Three)**

7. Total fee (37 CFR 3.41): **\$120.00**
 Enclosed (Credit Card Payment Authorization Form PTO- 2038)
.....
The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account No. 14-0629.
.....

8. Deposit account number: **14-0629**
.....
(Attach duplicate copy of this form if paying by deposit account)

9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.




Gregory J. Kirsch, Reg. No. 35,572

Date: **13 DEC 2004**

Total Number of Pages Including Cover Sheet, Attachments, and Document: 7 pp., which includes: (Fax Cover-1 pg, Recordation Form Cover Sheet-1 pg; Assignment-4 pp; Form PTO-2038-1 pg)

CERTIFICATE OF FACSIMILE TRANSMISSION UNDER 37 C.F.R. § 1.8

I hereby certify that this correspondence and any items indicated as attached or included are being transmitted via facsimile transmission to: Mail Stop Assignment Recordation Services, Director – US Patent and Trademark Office, (703) 306-5995 on the date indicated below.



Gregory J. Kirsch, Reg. No. 35,572

Date: **13 DEC 2004**

OP \$120.00 5602730

AGREEMENT AND ASSIGNMENT
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AGREEMENT AND ASSIGNMENT

WHEREAS, BlueCube Software, Inc., a Georgia corporation, whose post-office address is 3905 Brookside Parkway, Alpharetta, Georgia 30022, is the owner of the entire right, title and interest in the following three U.S. Patents:

1. U.S. Patent No. 5,602,730, entitled "**RESTAURANT MANAGEMENT SYSTEM**" which issued on February 11, 1997;
2. U.S. Patent No. 5,839,115, entitled "**RESTAURANT MANAGEMENT SYSTEM**" which issued on November 17, 1998;
3. U.S. Patent No. 6,088,681, entitled "**RESTAURANT MANAGEMENT SYSTEM**" which issued on July 11, 2000;

and

WHEREAS, Radiant Systems, Inc., a Georgia corporation, whose post-office address is 3925 Brookside Parkway, Alpharetta, Georgia 30022, is desirous of acquiring the entire interest in the same:

NOW, THEREFORE, Radiant Systems, Inc. agrees to pay the total amount of Seven Thousand, Five-Hundred Dollars and No Cents (\$7,500.00) to **BlueCube Software, Inc.**;

AND, BlueCube Software, Inc. provides said patents "as-is" and makes no express or implied warranties or representations to **Radiant Systems, Inc.** with respect to said patents;

AND, , BlueCube Software, Inc., hereby does sell, assign and transfer unto said **Radiant Systems, Inc.**, the entire right, title and interest in and to said patents throughout the world, including, without limitation, any further Letters Patent which may issue thereon, and any subsequent application claiming priority to the above-identified application, reissue, reexamination, divisional, continuation-

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in-part, extension or continuation thereof and all rights of priority under the International Convention arising from said application; the same for **Radiant Systems, Inc.**'s legal representatives and assigns, as fully and entirely as the same would have been held by it had this assignment and sale not been made:

AND, BlueCube Software, Inc. hereby binds itself, its legal representatives and assigns properly to execute any and all applications, petitions, oaths and assignments or other papers and instruments which may be necessary in order to carry into full force and effect, the sale, assignment, transfer and conveyance hereby made or intended to be made and generally do everything possible to aid **Radiant Systems, Inc.**, its legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries throughout the world;

AND, Radiant Systems, Inc. hereby agrees to reimburse **BlueCube Software, Inc.** all reasonable costs and expenses associated with executing any and all such applications, petitions, oaths and assignments or other papers and instruments which may be necessary in order to carry into full force and effect, the sale, assignment, transfer and conveyance hereby made or intended to be made, and for assisting **Radiant Systems, Inc.**, its legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries throughout the world .

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IN WITNESS WHEREOF, I agree to the above terms and have executed this Assignment this

5 day of December, 2004.

BlueCube Software, Inc.

By: [Signature] (L.S.)
David I. Schulman

Title: Vice President and General Counsel

State of Georgia

County of Fulton

On this 9th day of December, 2004, before me, a Notary Public, came **David I. Schulman**, to me known and known to be the individual described in and who executed the foregoing assignment, and he duly acknowledged the same to be his free act and deed.

[Signature]
Notary Public

MELISSA L. COLEY
Notary Public, Fulton County, GA
My Commission Expires September 25, 2008

My Commission Expires: _____

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IN WITNESS WHEREOF, I agree to the above terms this 9th day
of December, 2004.

Radiant Systems, Inc.

By: [Signature] (L.S.)
Name: Marie E. Haidet

Title: CFO

State of Georgia

County of Fulton

On this 9th day of December, 2004, before me, a Notary Public,
came _____, to me known and known to be the individual described
in and who executed the foregoing assignment, and he duly acknowledged the same to be his free act
and deed.

[Signature]
Notary Public

MELISSA L. COLEY
Notary Public, Fulton County, GA
My Commission Expires September 25, 2006

My Commission Expires: _____