

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
-------------------------	----------------

<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Radiant Systems, Inc.		01/31/2004	CORPORATION: GEORGIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Wave Enterprise Systems, Inc.
<b>Street Address:</b>	3925 Brookside Parkway
<b>City:</b>	Alpharetta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30022
<b>Entity Type:</b>	CORPORATION: GEORGIA

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2105221	LABORDAY

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(404)685-6906
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	404-815-3606
<b>Email:</b>	mbedsole@sgrlaw.com
<b>Correspondent Name:</b>	Robert H. G. Lockwood
<b>Address Line 1:</b>	1230 Peachtree Street, N.E.
<b>Address Line 2:</b>	Suite 3100, Promenade II
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-3592

<b>ATTORNEY DOCKET NUMBER:</b>	LABORDAY-RADIANT
--------------------------------	------------------

<b>NAME OF SUBMITTER:</b>	Robert H. G. Lockwood
---------------------------	-----------------------

<b>Total Attachments: 3</b>
source=Assignment of Trademark_v11(pg1)#page1.tif
source=Assignment of Trademark_v12(pg2)#page1.tif
source=Assignment of Trademark_v13(pg3)#page1.tif

OP \$40.00 2105221

## ASSIGNMENT OF TRADEMARK

**THIS ASSIGNMENT OF TRADEMARK** (the "Assignment") is made as of the 31<sup>st</sup> day of January, 2004, by **RADIANT SYSTEMS, INC.**, a Georgia corporation ("Assignor"), having its principal offices at 3925 Brookside Parkway, Alpharetta, Georgia, 30022, to **WAVE ENTERPRISE SYSTEMS, INC.**, a Georgia corporation ("Assignee"), having its principal offices at 3925 Brookside Parkway, Alpharetta, Georgia, 30022, pursuant to that certain Separation Agreement (the "Separation Agreement"), dated as of even date herewith, by and between Assignee and Assignor.

### BACKGROUND

Assignor is the owner of all right, title and interest in and to the marks and United States Trademark Registrations set forth in Exhibit A attached hereto (the "Marks"). Assignor desires to assign to Assignee the Marks and Assignee desires to acquire the Marks from Assignor.

### AGREEMENT

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00), the consideration described in the Separation Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which Assignor hereby acknowledges, Assignor, intending to be legally bound, hereby agrees as follows:

**1. Assignment.**

(a) Assignor does hereby assign, sell and transfer unto Assignee, all of Assignor's right, title and interest in and to the Marks, and to any extensions, renewals and other applications therefor, together with the goodwill of the business associated with such Marks, including any licenses or authorizations to use the Marks, together with all rights the Assignor may have to sue and to recover damages and other remedies for any infringement of the Marks which may have occurred before the date of this Assignment; the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the full end of the term for which the Marks are granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

(b) The assignment, sale and transfer hereunder by Assignor of the Marks to Assignee is made AS IS and without any representations or warranties whatsoever.

**2. Further Actions.** From time to time after the date hereof, and without further consideration (subject, however, to Assignee's reimbursement of Assignor for any reasonable and documented fees or out-of-pocket expenses incurred in connection with Assignor's compliance with this Section 2), Assignor shall promptly take such actions and execute and deliver such documents and instruments as Assignee may reasonably request, or as may be required by the U.S. Patent and Trademark Office, to assist Assignee in its efforts to perfect and record Assignee's ownership of the Marks.

**3. Counterparts.** Each copy of this Assignment which Assignor signs to facilitate recording of the Assignee's interest in the Marks shall be deemed an original.

**4. Successors.** This Assignment and all of the terms, covenants and provisions hereof shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed and delivered by its duly authorized representative as of the day and year first above written.

**RADIANT SYSTEMS, INC.**

By: *Mark Haidet*  
Name: *Mark Haidet*  
Title: *Chief Financial Officer*

Before me, a Notary Public in and for the State of Georgia, on this 31<sup>st</sup> day of January 2004, personally appeared Mark Haidet, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.



*Jody A. Chadwick*  
NOTARY PUBLIC

My Commission Expires: Sept. 27, 2006

Exhibit A

**RADIANT SYSTEMS, INC.**

**LIST OF TRADEMARKS**

<b>MARK</b>	<b>REG./APP.NO.</b>
WAVE	76/255946
TIMESTATION	75/288101
LABORDAY	2105221
TIME TASK MANAGEMENT	2122503
PUSH BUTTON SCHEDULE	2202318
MINUTEMAN	2058640
THE RIGHT PEOPLE, AT THE RIGHT PLACE, AT THE RIGHT TIME	2048565
TIMECORP	1678297
TIMECORP	1655799