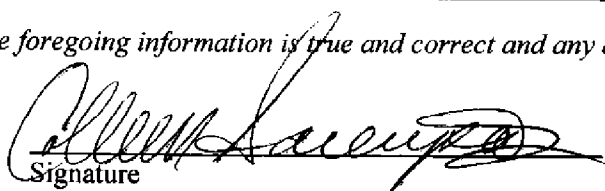


Form PTO-1594 (Rev. 6-93) RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE OMB No. 0651-0011 (exp. 4/94) TRADEMARKS ONLY Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof	
<p>1. Name of conveying party(ies): Sierra Imaging, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation: State of California <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Jasc Software, Inc. 7905 Fuller Road Eden Prairie, Minnesota 55344-0997</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation: State of Minnesota <input type="checkbox"/> Other _____</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>December 17, 2001</u></p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>4. Application number(s) or trademark number(s), and identification or description of the mark(s):</p> <p>A. Trademark Application No(s). and description B. Trademark Registration No(s). and description</p> <p style="text-align: center;">2,315,168 (IMAGE EXPERT)</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Colleen M. Sarenpa FAEGRE & BENSON LLP 2200 Wells Fargo Center 90 South Seventh Street Minneapolis, MN 55402-3901 612/766-6907</p>	<p>6. Total number of applications and registrations involved: <u>01</u></p> <hr/> <p>7. Total fee (37 CFR 3.41)..... \$40.00</p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account for underpayment</p> <p>8. Deposit Account number: <u>06-0029</u></p>
DO NOT USE THIS SPACE	
<p>9. Statement and signature. <i>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.</i></p> <p><u>Colleen M. Sarenpa</u>  <u>January 11, 2002</u> Name of person signing Signature Date</p> <p style="text-align: center;">Total number of pages including cover sheet, attachments, and document: <u>2</u></p>	

**Mail documents to be recorded with required cover sheet information to:
Director – U.S. Patent and Trademark Office, Box Assignments
Washington, D.C. 20231**

TRADEMARK ASSIGNMENT

This Agreement is made and entered into this 17 day of December 2001, by and between Sierra Imaging, Inc., a corporation duly organized and existing under the laws of California ("Sierra") and Jasc Software, Inc., a corporation duly organized and existing under the laws of Minnesota having a principal place of business at 7905 Fuller Road, Eden Prairie, Minnesota 55344 ("Jasc").

WHEREAS, Sierra and Jasc have entered into an Agreement relating to the IMAGE EXPERT property ("Agreement"); and

WHEREAS, the Agreement requires Sierra to assign to Jasc certain trademark rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sierra hereby assigns and transfers to Jasc all of its right, title and interest in and to the mark "IMAGE EXPERT" (the "Mark"), together with the goodwill of the business symbolized by the Mark, all registrations and applications for registration for the Mark, including United States Trademark Registration No. 2,315,168 (the "Registration"), and all claims for damages by reason of past infringement of the Mark with the right to sue for and collect the same for Jasc's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.
2. Sierra agrees to execute additional documents which may be necessary to carry out provisions of this Agreement.
3. Sierra warrants and represents that: (a) it is the owner of the Mark and the Registration; and (b) the Mark does not violate or infringe upon the rights of any person or party.
4. Sierra covenants that: (a) it will not use the Mark, or anything confusingly similar thereto (or which have components which are confusingly similar to), in any manner, on or in connection with any goods or services; (b) it will not challenge, or assist others in challenging, Jasc's rights in and to the Mark; (c) it will not challenge, or assist others in challenging, the validity or enforceability of the Mark; (d) it will provide Jasc with reasonable cooperation, at Jasc's expense, in connection with any efforts by Jasc to protect the Mark.
5. This Agreement shall include and inure to and bind the successors, assigns and legal representatives of the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

JASC SOFTWARE, INC.

By 

SIERRA IMAGING, INC.

By 

M2-20429229.01