

Form PTO-1594

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RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

U. S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

TRUSWAL SYSTEMS CORPORATION

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: INTEGRATED STRUCTURE IMAGING LLC

Internal

Address:

Street Address: 1200 E. Patapsco Ave.

City: Baltimore State: MD Zip: 21225

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State

Other: Texas Limited Liability Company. If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No. Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: January 13, 2000

4. Application number(s) or registration number(s): 1

A. Trademark Application No. (s)

B. Trademark Registration No.(s)

2,276,101

Additional number(s) attached Yes No

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

Name: Paul J. Fleischut

Internal Address:

Senniger, Powers, Leavitt & Roedel

Street Address:

One Metropolitan Square, 16th Floor

City: St. Louis State: MO Zip: 63102

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

19-1345

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

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.

Paul J. Fleischut

Signature

October 10, 2003

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 4

Mall documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

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TERMINATION AGREEMENT

This Termination Agreement (this "Agreement") dated as of January ~~13~~ 2000 by and between Integrated Structure Imaging LLC, a Texas limited liability company ("ISI") and Truswal Systems Corporation, a Delaware corporation (the "Truswal");

W I T N E S S E T H:

WHEREAS, ISI and Truswal entered into a Software Agreement effective October 23, 1997 (the "Software Agreement"); and

WHEREAS, Truswal and the ISI desire to terminate the Software Agreement and release one another from certain rights and obligations thereunder in accordance with this Agreement;

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements made herein, the receipt and sufficiency of which consideration are hereby acknowledged by both parties; the undersigned hereby agree as follows:

1. Truswal agrees to pay ISI the lump sum of Ten Thousand Dollars (\$10,000.00) contemporaneously with the execution and delivery of this Agreement by the parties. In addition, Truswal hereby assigns to ISI, without representation or warranty of any kind, any and all right, title and interest Truswal has in the name or mark "WalPlus" and all goodwill pertaining thereto. Further, Truswal agrees that for a period of one year from the date of this Agreement it will not actively solicit or encourage any of its customers using the WalPlus software as of the date hereof to cease, terminate or modify its use of the WalPlus software which is the subject of the Software Agreement.
2. The parties agree that effective as of the date hereof, the Software Agreement and all provisions

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thereof shall terminate and be of no further force or effect, except that the rights and obligations of the parties under Sections 5.1, 5.3, 5.4, 5.5, 5.6, Article VI, Article VIA, Article XII, Article XIII (except Section 13.10) and the last sentence of Section 5.2 shall survive for a period of two years from such date.

- 3. In consideration of the execution and performance of the agreements set forth herein, each of the parties releases and forever discharges the other party, its stockholders, directors, officers, employees, agents and attorneys and their respective heirs, successors and assigns of and from, and agrees not to initiate any legal, equitable, administrative, arbitratve or other proceeding with respect to, any performance or nonperformance of or breach or default under the terms of the Software Agreement, except such as may occur or arise under the specific provisions which survive termination pursuant to Section 2 of this Agreement. The parties acknowledge that this release is knowing and voluntary.
- 4. Each of the parties agrees that it will be liable to the other party for all damages, expenses, costs and attorneys' fees arising from any violation of this Agreement by such party or for any actions by such party that are inconsistent with the terms and conditions of this Agreement.
- 5. Each of the parties hereby represents and warrants to the other that it has not transferred, assigned or conveyed, in whole or in part, any interest in any claim which it may have against the other and that no other party has any interest in the claims described in this Agreement or arising out of the contractual relationship between the parties.
- 6. The terms of this Agreement shall bind the successors and assigns, and shall enure to the benefit of each party, its officers, agents, employees, successors and assigns.
- 7. This Agreement contains the entire understanding of the parties hereto and supersedes all prior agreements of the parties with respect to the subject matter contained herein. Nothing in this Agreement, express

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or implied, is intended to confer upon any person other than Truswal and ISI rights or remedies under or by reason of this Agreement. This Agreement is not assignable by any party hereto unless in writing and signed by the other parties hereto.

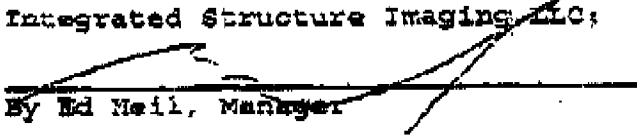
- 8. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 9. This Agreement shall be governed and construed in accordance with the laws of the State of Texas without regard to conflicts of laws principles. Each of the parties hereto hereby irrevocably submits to the jurisdiction and venue of the state and federal courts sitting in the Counties of Dallas and Tarrant, State of Texas, with respect to any legal proceedings arising out of this Agreement.

IN WITNESS WHEREOF, this Agreement is signed as of the date first above written.

TRUSWAL SYSTEMS CORPORATION

By: 
André Schwitzer, President

Integrated Structure Imaging LLC;


By Ed Neil, Manager