

12-30-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 12-23-03 Media Cybernetics, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 11/28/03

2. Name and address of receiving party(ies)

Name: Ropintasco 3, LLC Internal Address:

Street Address: 2160 Satellite Blvd., Suite 200 City: Duluth State: GA Zip: 30097

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

Other limited liability corporation-DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

[See attached list].

Additional number(s) attached Yes No

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

Name: Alston & Bird LLP

Internal Address: Jay E. Sloman

Street Address: 1201 West Peachtree Street

City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41): \$ 440.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number: (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.

Jay E. Sloman

Name of Person Signing

[Signature]

Signature

12-18-03

Date

12/29/2003 LNUELLER 00000064 2644815

Total number of pages including cover sheet, attachments, and document: 8

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Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002887 FRAME: 0308

Media Cybernetics Trademarks

3D CONSTRUCTOR	US 2,644,815
ARRAY-PRO	US 2,493,291
FLUORO-PRO	US 2,355,847
FROM IMAGES TO ANSWERS	US 2,307,186
GEL-PRO	US 2,001,361
HALO	US 2,002,968
IMAGEPROSHOP.COM	US 2,721,201
MATERIALS-PRO	US 2,096,751
MEDIA CYBERNETICS	US 2,604,215
MEDIA CYBERNETICS (and red triangle logo)	US 1,600,441
OPTIMAS	US 1,682,682
OPTIMATE	US 2,303,772
PRINTS-PRO	US 2,015,261
SCOPE-PRO	US 2,232,007
SHARPSTACK	US 2,678,969
STAGE-PRO	US 2,096,752
IMAGE-PRO	US 2,131,634

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is effective as of November 28, 2003, by and between Media Cybernetics, Inc., a Delaware corporation ("Assignor"), and Ropintassco 3, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of certain Intellectual Property (as defined below) which it desires to assign to Assignee in connection with Assignor becoming a member of the Assignee; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Intellectual Property.

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

1. Assignor and Assignee agree that, for purposes of this Assignment, "Intellectual Property" of Assignor shall mean any and all of the following items identified on Schedule A attached hereto, and all registrations and applications for registration thereof: (i) patents (including but not limited to continuations, continuations-in-part, divisions, renewals, reissues, and extensions thereof), inventions or discoveries (including but not limited to processes, machines, manufactures, compositions of matter, formulas, techniques, concepts and ideas) whether patentable or not; (ii) copyrights in any work of authorship recognized by foreign or domestic law, by statute or at common law or otherwise (including but not limited to databases and computer software, in source code and object code form); (iii) mask works; (iv) trademarks, service marks, Internet domain names, trade names and trade dress, and all goodwill related thereto; and (v) trade secrets.
2. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's rights, title and interest in and to the Intellectual Property of Assignor, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past, present and future infringement thereof.
3. Assignor agrees to execute all documents necessary to perfect such rights, title, and interest in Assignee, its successors, assigns, and legal representatives.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

[Signatures on Following Page]

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be executed, all as of the day and year first above written.

MEDIA CYBERNETICS, INC.

By: [Signature]
Name: Martin S. Headley
Title: Vice President

STATE OF Georgia
COUNTY OF DeKalb

On this 28th day of November, 2003, before me, a Notary Public in and for the State and County aforesaid, personally appeared Martin S. Headley known by me to be the person above named and an officer of Media Cybernetics, Inc., duly authorized to execute this Assignment of Intellectual Property on behalf of Media Cybernetics, Inc., who signed and executed the foregoing instrument on behalf of Media Cybernetics, Inc.

[Signature]
Notary Public
My Commission Expires: June 14, 2005

ACKNOWLEDGED AND ACCEPTED:

Notary Public, Barrow County, Georgia
My Commission Expires June 14, 2005

ROPINTASSCO 3, LLC

By: [Signature]
Name: Shanley D. Crank
Title: President

Schedule A

Intellectual Property

All Intellectual Property owned by Assignor including, without limitation, the Intellectual Property on the following schedules:

Complete Listing of Patents for Media Cybernetics Inc.

Patent	Title	Application Number	Date of Issue	Date of Patent
<u>Media Cybernetics Inc.</u>	Method for Automatic Identification of Spots in a High-Density Array Image	US 09/665665	9/20/2000	
<u>Media Cybernetics Inc.</u>	System and Method for Establishing an Aggregate Degree of Brightness for Each Primary Color to Create a Composite Color Digital Image	US 09/671113	9/28/2000	
<u>Media Cybernetics Inc.</u>	System and Method Supporting Likeness Determination Using a GUI to Simplify Image Analysis	US 5,870,093	12-Jun-1996 9-Feb-1999	

Complete Listing of Trademarks for Media Cybernetics Inc.

Entity	Mark	Registration Number	Filing/Registration Date
Media Cybernetics Inc.	3D CONSTRUCTOR	US 2,644,815	Abandoned
Media Cybernetics Inc.	AFA	US application	25-Sep-2001
Media Cybernetics Inc.	ARRAY-PRO	US 2,493,291	
Media Cybernetics Inc.	AUTO-PRO	common law	
Media Cybernetics Inc.	DEFINITIVE IMAGING, LTD.	common law	
Media Cybernetics Inc.	DI design	common law	
Media Cybernetics Inc.	EVOLUTION	common law	
Media Cybernetics Inc.	EXPRESS-SERIES CAMERA KIT	common law	
Media Cybernetics Inc.	EXPRESS-SERIES CAPTURE KIT	common law	
Media Cybernetics Inc.	FLUORO-PRO	US 2,355,847	6-Jun-2000
Media Cybernetics Inc.	FROM IMAGES TO ANSWERS	US 2,307,186	11-Jan-2000
Media Cybernetics Inc.	GEL-PRO	US 2,001,361	17-Sep-1996
Media Cybernetics Inc.	HALO	US 2,002,968	24-Sep-1996
Media Cybernetics Inc.	IMAGE ENTERPRISE	US application	Abandoned
Media Cybernetics Inc.	IMAGE-PRO	US 2,131,634	27-Jan-1998
Media Cybernetics Inc.	IMAGE-PRO	France	28-Apr-1995
Media Cybernetics Inc.	IMAGE-PRO	Germany	26-Oct-1995
Media Cybernetics Inc.	IMAGE-PRO	Italy	30-Dec-1996
Media Cybernetics Inc.	IMAGE-PRO	UK	18-Nov-1994
Media Cybernetics Inc.	IMAGE-PRO	UK	6-Feb-1996
Media Cybernetics Inc.	IMAGE-PRO	Korea	16-Jun-1998
Media Cybernetics Inc.	IMAGE-PRO	EU	5-May-2000
Media Cybernetics Inc.	IMAGE-PRO	Canada	24-Sep-2001
Media Cybernetics Inc.	IMAGEPROSHOP.COM	US 2,721,201	22-Aug-2000
Media Cybernetics Inc.	MATERIALS-PRO	US 2,096,751	16-Sep-1997
Media Cybernetics Inc.	MEDIA CYBERNETICS	US 2,604,215	27-Mar-2001
Media Cybernetics Inc.	MEDIA CYBERNETICS (and red triangle logo)	US 1,600,441	12-Jun-1990
Media Cybernetics Inc.	MSQ IMAGING SYSTEMS	Ohio 149846	
Media Cybernetics Inc.	OPTIMAS	US 1,682,682	14-Apr-1992
Media Cybernetics Inc.	OPTIMATE	US 2,303,772	28-Dec-1999
Media Cybernetics Inc.	PRINTS-PRO	US 2,015,261	12-Nov-1996
Media Cybernetics Inc.	PRO-SERIES CAMERA KIT	common law	
Media Cybernetics Inc.	PRO-SERIES CAPTURE KIT	common law	
Media Cybernetics Inc.	SCOPE-PRO	US 2,232,007	16-Mar-1999
Media Cybernetics Inc.	SHARPSTACK	US 2,678,969	3-Oct-2001
Media Cybernetics Inc.	STAGE-PRO	US 2,096,752	16-Sep-1997
Media Cybernetics Inc.	THE AUTOMATED SOLUTION	common law	
Media Cybernetics Inc.	THE INTEGRATED SOLUTION	common law	
Media Cybernetics Inc.	THE PROVEN SOLUTION	common law	

Complete listing of Copyrights for Media Cybernetics Inc.

Entity	Title	Registration Number	Registration Date
<u>Media Cybernetics Inc.</u>	Image-Pro Plus 1.0	TX3-658-242	20-Oct-1993
<u>Media Cybernetics Inc.</u>	Image-Pro Plus 1.3	TX4-305-607	14-May-1996
<u>Media Cybernetics Inc.</u>	Image-Pro Plus 3.01	TX4-848-449	1-Sep-1998
<u>Media Cybernetics Inc.</u>	Gel-Pro Analyzer 1.0	TX4-303-198	17-May-1996
<u>Media Cybernetics Inc.</u>	Gel-Pro Analyzer 3.0	TX4-843-864	8-Sep-1998
<u>Media Cybernetics Inc.</u>	Fluoro-Pro 3.0	TX4-258-553	2-Sep-1998
<u>Media Cybernetics Inc.</u>	Optimas 6.2	TX4-908-090	1-Sep-1998
<u>Media Cybernetics Inc.</u>	HALO Visual Image 1.0	TX4-325-901	28-May-1996
<u>Media Cybernetics Inc.</u>	HALO Image File Format Library 1.0	TX3-781-253	22-Oct-1993
<u>Media Cybernetics Inc.</u>	HALO (DOS graphics library)	TX1-592-200	25-Jan-1985
<u>Media Cybernetics Inc.</u>	Image-Pro (old DOS black & white version)	TX2-515-053	7-Dec-1988
<u>Media Cybernetics Inc.</u>	HALOVision 1.0	TX2-464-189	7-Dec-1988
<u>Media Cybernetics Inc.</u>	HALO DPE	TX2-515-056	7-Dec-1988
<u>Media Cybernetics Inc.</u>	HALO Multimedia Suite 1.0	TX4-435-007	25-Jun-1996
<u>Media Cybernetics Inc.</u>	HALO Multimedia Suite Documentation	TX4-360-207	28-Aug-1996
<u>Media Cybernetics Inc.</u>	HALO Imaging Library 1.1	TX3-868-796	13-Jul-1994
<u>Media Cybernetics Inc.</u>	HALO Imaging Library 1.1	TX4-258-460	15-Sep-1998
<u>Media Cybernetics Inc.</u>	HALO Advanced Imaging Library 1.1	TX4-250-235	14-May-1996
<u>Media Cybernetics Inc.</u>	HALO Advanced Imaging Library 1.3	TX4-258-552	2-Sep-1998
<u>Media Cybernetics Inc.</u>	Dr. HALO	TX2-515-054	7-Dec-1998
<u>Media Cybernetics Inc.</u>	HALO F/X 1.2	TXu-598-374	21-Oct-1993
<u>Media Cybernetics Inc.</u>	Nimbus	TX2-515-055	7-Dec-1998
<u>Media Cybernetics Inc.</u>	Wingraph	TX2-515-057	7-Dec-1998
<u>Media Cybernetics Inc.</u>	MIMS Micro Indentation Measurement System	n/a	
<u>Media Cybernetics Inc.</u>	Stage-Pro	n/a	
<u>Media Cybernetics Inc.</u>	Prints-Pro	n/a	
<u>Media Cybernetics Inc.</u>	Database Module	n/a	

TRADEMARK