

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U S DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office. Please record the attached documents or the new address(es) below

1. Name of conveying party(ies)/Execution Date(s):

CEYONIQ, INC.
1990 Lakepoint Drive
Lewisville, Texas 75057

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

Citizenship (see guidelines) _____

Execution Date(s) February 14, 2003

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: HTA TECHNOLOGY INVESTMENTS LLC

Internal

Address: _____

Street Address: 1990 LAKEPOINT DRIVE

City: LEWISVILLE

State: TEXAS

Country: US Zip: 75057

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other NEVER USE "OTHER" COMPANY Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

76/336,326, 76/055,824 and 75/741,115

B. Trademark Registration No.(s)

See Attached Schedule

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Kay Lyn Schwartz

Internal Address Gardere Wynne Sewell LLP
Suite 3000

Street Address: 1601 Elm Street

City: Dallas

State: Texas Zip: 75201-4761

Phone Number: 214-999-4702

Fax Number: 214-999-3702

Email Address: kschwartz@gardere.com

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 2.6(p)(6) & 3.41) \$ 390.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 07-0153

Authorized User Name Kay Lyn Schwartz

9. Signature:

Kay Lyn Schwartz
Signature

9-30-04
Date

Kay Lyn Schwartz

Name of Person Signing

Total number of pages including cover sheet, attachments, and document. 9

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6996, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$390.00 070163 76336326

**SCHEDULE OF INTELLECTUAL PROPERTY
TRANSFERRED FROM
CEYONIQ, INC.**

(*Assignor*)

TO

HTA TECHNOLOGY INVESTMENTS, LLC

(*Assignee*)

**PURSUANT TO THAT CERTAIN
ASSIGNMENT OF INTELLECTUAL PROPERTY
DATED AS OF FEBRUARY 24, 2003
BETWEEN ASSIGNOR AND ASSIGNEE**

PATENTS

Title	Application No.	Filing Date
Internet Component Object Method	09/443,344	11/19/1999
Optimization Method for the Storage and Retrieval of Electronic Documents in a Client Server System	09/265,574	03/10/1999

TRADEMARKS

Mark	Serial No.	Registration No.
NETWORK IMAGING CORPORATION THE INFORMATION ACCESS COMPANY & design		2,082,756
Fan Design		2,327,325
AUTOTREEV		2,330,275
CEYONIQ	76/336,326	
CHECK VIEW	76/055,824	
DATATREEV		2,327,324
DOCUTREEV		2,327,323
ETREEV		2,458,329
ITREEV	75/741,115	
OMNITREEV		2,327,326
OPTICAL ADVANTAGE		1,743,577
OPTICAL ADVANTAGE		1,742,920
TREEV		1,522,495
TREEV 2000		2,343,210
TREEV FRAMEWORK		2,397,204

DALLAS 1448920v1

**TRADEMARK
REEL: 002949 FRAME: 0675**

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated as of February 24, 2003, is between CEYONIQ, INC. a Delaware corporation ("Assignor"), and HTA TECHNOLOGY INVESTMENTS LLC, a Nevada limited liability company or its assigns ("Assignee"). Unless otherwise indicated, all capitalized terms used herein shall have the meanings given to them in that certain Asset Purchase Agreement, dated February 14, 2003, between Assignor and Assignee (the "Purchase Agreement").

RECITALS

Pursuant to the terms and conditions of the Purchase Agreement, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee, or cause to be sold, conveyed, transferred, assigned and delivered to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, substantially all of Assignor's assets free and clear of all liens, interests and encumbrances pursuant to 11 U.S.C. Section 363. In connection with Purchased Assets, the Assignor also agreed to assume and assign to the Assignee certain executory contracts and leases, free and clear of all liens, interests and encumbrances pursuant to 11 U.S.C. Section 365, and pursuant to the ORDER (i) AUTHORIZING SALE OF SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES; AND (ii) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES (the "Sale Approval Order") entered on January 30, 2003 in Case No. 02-85887-RGM, styled In re Ceyoniq, Inc., Debtor in the United States Bankruptcy Court for the Eastern District of Virginia. Assignor has specifically agreed to sell, transfer, convey, and assign to the Assignee, among other things, all of the Assignor's right, title, and interest in and to all of Assignor's intellectual property, including without limitation the trade names "Ceyoniq" and "Treev" and all variations thereof, any and all patents, United States trademarks, and all goodwill associated with those marks, and any and all state trademarks and all goodwill associated with those marks, any and all United States copyright registrations, and any and all of Assignor's other intellectual property rights and claims, including but not limited to all of Assignor's trade names, trademarks, service marks, copyrights, internet domain names, trade secrets, and patents as well as all registrations or applications to register any of the foregoing (all of the foregoing are collectively referred to as the "Transferred Intellectual Property").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, and certain other good and valuable consideration as described in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby covenant and agree as follows:

1. **Assignment by Assignor.** Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Transferred Intellectual Property of the United States of America, any of its jurisdictions, and all foreign countries, including any and all goodwill of Assignor associated with such Transferred Intellectual Property, together with the right to sue and recover for any and all past, present, and future infringements or improper activities in connection with such Transferred Intellectual Property. Assignor agrees that the rights transferred to Assignee

pursuant to this Assignment include but are not limited to all common law rights to any Transferred Intellectual Property, any and all causes of action and other rights assertable under the Transferred Intellectual Property, and the right to receive and use all benefits, including monetary benefits, obtained from any litigation or enforcement proceedings with respect to any Transferred Intellectual Property. Assignor sells, transfers, conveys, assigns, and delivers the Transferred Intellectual Property to Assignee free and clear of all liens, claims, and encumbrances.

2. **Further Assurances.** Upon request by Assignee, at any time and from time to time, Assignor shall (without cost to Assignee) execute and deliver, or cause to be executed and delivered, to Assignee such other documents and instruments, including without limitation additional assignment documents more explicitly identifying and describing the Transferred Intellectual Property by certain registrations, documents, and filings of record in various public filing offices; and Assignor shall take, or cause to be taken, such other and further action as Assignee may reasonably request in order more effectively to sell, transfer, convey, assign, and deliver all of the Transferred Intellectual Property to the Assignee. Assignor specifically covenants and agrees to execute separate assignments of any Transferred Intellectual Property in a form that are appropriate and proper for filing and recording with any governmental authority.

3. **Severability.** If any provision of this Assignment is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

4. **Entire Agreement; Conflict with Purchase Agreement.** This Assignment and the applicable provisions of the Purchase Agreement constitute the entire agreement of the parties with respect to the subject matter hereof; provided, however, this Assignment shall not be deemed to supersede or modify any provision of the Purchase Agreement. In the event of any conflict between this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control and prevail.


5. **Miscellaneous.** This Assignment may be modified only by a writing signed by each party hereto. There are no oral agreements between the parties to this Assignment. This Assignment may be executed in counterparts. Faxed copies of manually executed signature page(s) to this Assignment will be fully binding and enforceable without the need for delivery of the manually executed signature page(s). Any Schedule or Exhibit referred to herein is incorporated by reference herein. The captions in this Assignment are for convenience of reference only and are not to be considered in interpreting this Assignment. Use of "herein," "hereof," "hereby" or similar terms refer to this Assignment as a whole. The reference to any gender shall be construed to include the masculine, feminine and neuter. This Assignment is binding on and shall inure to the benefit of the parties hereto and their successors and assigns. This Assignment shall not be construed against the party responsible for, or primarily responsible for, preparing this Assignment.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment as of the date first set forth above.

ASSIGNOR:

CEYONIQ, INC.

By: 
Name: David E. MacWhorter
Title: President And Chief Executive Officer

ASSIGNEE:

HTA TECHNOLOGY INVESTMENTS LLC

By: _____
Name: H. T. Ardinger, Jr.
Title: President

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment as of the date first set forth above.

ASSIGNOR:

CEYONIQ, INC.

By: _____

Name: David E. MacWhorter

Title: President And Chief Executive Officer

ASSIGNEE:

HTA TECHNOLOGY INVESTMENTS LLC

By:  _____

Name: H. T. Ardinger, Jr.

Title: President

STATE OF Virginia §
 §
COUNTY OF Fairfax §

BEFORE ME, the undersigned authority, on this day personally appeared DAVID E. MACWHORTER, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged that the same was the act of said CEYONIQ, INC., a Delaware corporation, and that he executed the same as the act of such corporation for the purposes and consideration herein expressed and in the capacity therein stated.

Susan E. Braun
Notary Public in and for the State of Vt

My Commission Expires:
April 30, 2005

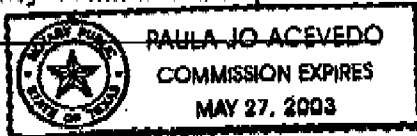
SUSAN E. BRAUN
Printed Name of Notary Public

STATE OF Texas §
 COUNTY OF Denton §
 §

BEFORE ME, the undersigned authority, on this day personally appeared H. T. ARDINGER, JR., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged that the same was the act of HTA TECHNOLOGY INVESTMENTS LLC, a Nevada limited liability company, and that he executed the same as the act of such corporation for the purposes and consideration herein expressed and in the capacity therein stated.

Paula Jo Acevedo
 Notary Public in and for the State of
TEXAS

My Commission Expires:



Paula Jo Acevedo
 Printed Name of Notary Public