

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ropintassco Holdings, L.P.		03/17/2006	LIMITED PARTNERSHIP: DELAWARE
Ropintassco 3, LLC		03/17/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Media Cybernetics Inc.
<b>Street Address:</b>	8484 Georgia Avenue, Suite 200
<b>City:</b>	Silver Spring
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20910
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	2644815	3D CONSTRUCTOR
Registration Number:	2845607	AFA
Registration Number:	2493291	ARRAY-PRO
Registration Number:	2355847	FLUORO-PRO
Registration Number:	2307186	FROM IMAGES TO ANSWERS
Registration Number:	2001361	GEL-PRO
Registration Number:	2002968	HALO
Registration Number:	2131634	IMAGE-PRO
Registration Number:	2721201	IMAGEPROSHOP.COM
Registration Number:	2096751	MATERIALS-PRO
Registration Number:	2604215	MEDIA CYBERNETICS
Registration Number:	1600441	MEDIA CYBERNETICS

OP \$415.00 2644815

Registration Number:	1682682	OPTIMAS
Registration Number:	2303772	OPTIMATE
Registration Number:	2232007	SCOPE-PRO
Registration Number:	2678969	SHARPSTACK

**CORRESPONDENCE DATA**

Fax Number: (404)881-7777  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 4048817000  
Email: ipatl@alston.com  
Correspondent Name: Meredith W. Struby  
Address Line 1: 1201 W. Peachtree Street  
Address Line 2: c/o Alston & Bird LLP  
Address Line 4: Atlanta, GEORGIA 30309-3424

ATTORNEY DOCKET NUMBER:	019594/203318
NAME OF SUBMITTER:	Meredith W. Struby
Signature:	/Meredith W. Struby/
Date:	03/22/2006

**Total Attachments: 8**  
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## QUITCLAIM ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS QUITCLAIM ASSIGNMENT OF INTELLECTUAL PROPERTY ("Quitclaim Assignment") is effective as of March 17, 2006, by and between Ropintassco Holdings, L.P., a Delaware limited partnership, Ropintassco 3, LLC, a Delaware limited liability company (collectively, "Quitclaim Assignors"), and Media Cybernetics Inc., a Delaware corporation ("Quitclaim Assignee").

WHEREAS, Quitclaim Assignee and Quitclaim Assignors are parties to agreements entitled "Assignment of Intellectual Property" ("Original Assignments") dated November 28, 2003 and recorded with the United States Patent and Trademark Office on Reel 014815 and Frame 0942, Reel 014815 and Frame 0966, Reel 2887 and Frame 0308, and Reel 2887 and Frame 0367 on December 23, 2003;

WHEREAS the Original Assignments were ineffectual assignments of certain Intellectual Property identified in Schedule A from Quitclaim Assignee to Ropintassco 3, LLC, and then from Ropintassco 3, LLC to Ropintassco Holdings, L.P.;

WHEREAS, Quitclaim Assignee and Quitclaim Assignors desire to clarify and resolve that as between Quitclaim Assignee and Quitclaim Assignors, Quitclaim Assignee is the current and undisputed owner of the Intellectual Property listed in the Original Assignments;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. For purposes of this Quitclaim Assignment, "Intellectual Property" 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. Quitclaim Assignors hereby assign, transfer and convey to Quitclaim Assignee all of Quitclaim Assignors' rights, title and interest, if any, in and to the Intellectual Property of Quitclaim Assignors, the goodwill of the business symbolized thereby, all rights of priority and rights therein provided by international conventions and treaties, and the right to sue and pursue and recover damages and any other

available remedies for past, present and future infringement thereof. As to the patents assigned pursuant to this Section 2, the same shall be held and enjoyed by Quitclaim Assignee, its successors, and assigns to the full end of the terms for which such patents, and any patents issuing from such application(s) for patent, are granted, plus any extensions thereof, as fully and entirely as the same would have been held and enjoyed by Quitclaim Assignors had this sale, assignment and transfer not been made.

3. Quitclaim Assignors agree to execute all documents necessary to perfect such rights, title, and interest in Quitclaim Assignee, its successors, assigns, and legal representatives.
4. This Quitclaim 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 Quitclaim Assignment to be executed, all as of the day and year first above written.

Ropintasco Holdings, L.P.

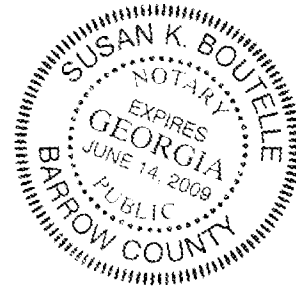
By: Compressor Controls Corporation,  
an Iowa Corporation and  
its General Partner

By: Paul J. Som  
Name: Paul J. Som  
Title: Vice President

STATE OF Georgia  
COUNTY OF Dwinnett

On this 17 day of March 2006 before me, a Notary Public in and for the State and County aforesaid, personally appeared Paul J. Som, known by me to be the person above named and an officer of Ropintasco Holdings, L.P., duly authorized to execute this Quitclaim Assignment of Intellectual Property on behalf of Ropintasco Holdings, L.P., who signed and executed the foregoing instrument on behalf of Ropintasco Holdings, L.P.

Susan K. Boulet  
Notary Public  
My Commission Expires: June 14, 2009



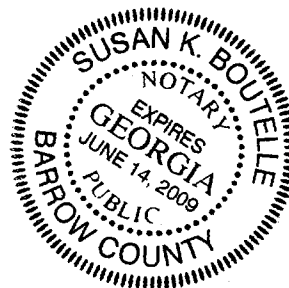
Ropintasco 3, LLC

By: Paul J. Sone  
Name: Paul J. Sone  
Title: Vice President

STATE OF Georgia  
COUNTY OF DuBinnett

On this 17 day of March 2006 before me, a Notary Public in and for the State and County aforesaid, personally appeared Paul J. Sone, known by me to be the person above named and an officer of Ropintasco 3, LLC, duly authorized to execute this Quitclaim Assignment of Intellectual Property on behalf of Ropintasco 3, LLC, who signed and executed the foregoing instrument on behalf of Ropintasco 3, LLC.

Susan K. Boutelle  
Notary Public  
My Commission Expires: June 14, 2009



ACKNOWLEDGED AND ACCEPTED:

MEDIA CYBERNETICS INC.

By: Media Cybernetics Inc.

By: Paul J. Som  
Name: Paul J. Som  
Title: Vice President

Schedule A



Mark	Serial/Registration Number	Filing/Registration Date
3D CONSTRUCTOR	US 2,644,815	29-Oct-2002
AFA	US 76/357,076 US 2,845,607	5/24/2004 (registration)
ARRAY-PRO AUTO-PRO	US 2,493,291 common law common law	25-Sep-2001
DEFINITIVE IMAGING, LTD.	common law common law common law common law	
DI design	common law	
EVOLUTION	common law	
EXPRESS-SERIES CAMERA KIT	common law	
EXPRESS-SERIES CAPTURE KIT	common law	
FLUORO-PRO	US 2,355,847	6-Jun-2000
FROM IMAGES TO ANSWERS	US 2,307,186	11-Jan-2000
GEL-PRO	US 2,001,361	17-Sep-1996
HALO	US 2,002,968	24-Sep-1996
IMAGE ENTERPRISE	US application	Abandoned
IMAGE-PRO	US 2,131,634	27-Jan-1998
IMAGE-PRO	France	28-Apr-1995
IMAGE-PRO	Germany	26-Oct-1995
IMAGE-PRO	Italy	30-Dec-1996
IMAGE-PRO	UK	18-Nov-1994
IMAGE-PRO	UK	6-Feb-1996
IMAGE-PRO	Korea	16-Jun-1998
IMAGE-PRO	EU	5-May-2000
IMAGE-PRO	Canada	24-Sep-2001
IMAGEPROSHOP.COM	US 2,721,201	3-Jun-2003
MATERIALS-PRO	US 2,096,751	16-Sep-1997
MEDIA CYBERNETICS	US 2,604,215	6-Aug-2002
MEDIA CYBERNETICS (and red triangle logo)	US 1,600,441	12-Jun-1990
MSQ IMAGING SYSTEMS	Ohio 149846	
OPTIMAS	US 1,682,682	14-Apr-1992
OPTIMATE	US 2,303,772	28-Dec-1999
PRINTS-PRO	US 2,015,261	12-Nov-1996
PRO-SERIES CAMERA KIT	common law	
PRO-SERIES CAPTURE KIT	common law	
SCOPE-PRO	US 2,232,007	16-Mar-1999
SHARPSTACK	US 2,678,969	21-Jan-2003
STAGE-PRO	US 2,096,752	16-Sep-1997
THE AUTOMATED SOLUTION	common law	
THE INTEGRATED SOLUTION	common law	

Trademarks

Mark	Serial Registration Number	Filing/Registration Date
THE PROVEN SOLUTION	60888133	03/22/2006