

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCAN OPTICS, INC.		08/05/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SCAN OPTICS, LLC		
Street Address:	169 Progress Drive		
City:	Manchester		
State/Country:	CONNECTICUT		
Postal Code:	06040		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2182388	VISTAEDIT	
Registration Number:	1421756	KEY ENTRY III	
CORRESPONDENCE DATA			
Fax Number:	(918)591-5360		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	918-591-5324		
Email:	rblue@dsga.com		
Correspondent Name:	Rachel Blue		
Address Line 1:	320 S. Boston, Suite 500		
Address Line 4:	Tulsa, OKLAHOMA 74103		
ATTORNEY DOCKET NUMBER:	PHO215		
NAME OF SUBMITTER:	Rachel Blue		
Signature:	/RachelBlue/		
Date:	07/21/2006		

CH \$65.00 2182388

Total Attachments: 5

source=Trademark Assignment Two#page1.tif

source=Trademark Assignment Two#page2.tif

source=Trademark Assignment Two#page3.tif

source=Trademark Assignment Two#page4.tif

source=Trademark Assignment Two#page5.tif

Exhibit D

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made as of August 5, 2005 (the "Effective Date"), by and between Scan-Optics, Inc., a Delaware corporation, with its principal place of business at 169 Progress Drive, Manchester, Connecticut 06040 ("Assignor"), and Scan-Optics, LLC, a Delaware limited liability company, with its principal place of business at 169 Progress Drive, Manchester, Connecticut 06040 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and service marks and the registrations and/or applications therefor that are listed on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Marks");

WHEREAS, Assignor, SO Acquisition, LLC (n/k/a Scan-Optics, LLC) and the other parties thereto have entered into a Foreclosure Agreement, dated as of August 5, 2005 (the "Foreclosure Agreement");

WHEREAS, pursuant to the Foreclosure Agreement, Assignor has agreed to assign to Assignee, among other things, the entire business relating to the Marks as of the Effective Date;

WHEREAS, Assignor is desirous of assigning and Assignee is desirous of obtaining all right, title and interest in and to the Marks.

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

1. Assignor assigns to Assignee all its rights, title and interest in and to the Marks in the United States, and the registration therefor in the United States Patent and Trademark Office, together with the goodwill of the business connected with the use of and symbolized by said Marks, and together with any and all interests, claims and rights for damages and profits by reason of any past infringement or unauthorized use of the Marks, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to the Marks, use of confusingly similar marks or names by others and all other related causes of action and the right to sue therefor.

2. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which Assignee may require in order to transfer all of Assignor's rights, title and interest in and to the Marks to Assignee, its successors or assigns.


[Remainder of page intentionally left blank; signatures follow on next page]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date first written above, with effect as of the Effective Date, which Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ASSIGNOR:
SCAN-OPTICS, INC.

ASSIGNEE:
SCAN-OPTICS, LLC

By: _____
Name:
Title:

By: 
Name: Paul M Pantus
Title: President

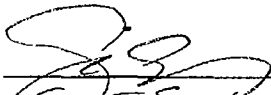
NY315917.2/2047-12419

TRADEMARK
REEL: 003352 FRAME: 0494

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date first written above, with effect as of the Effective Date, which Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ASSIGNOR:
SCAN-OPTICS, INC.

ASSIGNEE:
SCAN-OPTICS, LLC

By: 
Name: Scott S. Kelly
Title: Assignor

By: _____
Name: _____
Title: _____

NY315917.2/2047-12419

EXHIBIT A

Registrations - -

United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SO	946,297	10/31/1972
SCAN-OPTICS	949,308	12/26/1972
VISTAFORM	2360545	06/20/2000
VISTACAPTURE	2385948	09/12/2000
VISTASTAT	2385947	09/12/2000
VISTAEDIT	2,182,388	08/18/1998
MENU MANAGER	1,513,353	11/22/1988
KEY ENTRY III	1,421,756	12/23/1986
SCANGEN	2,022,344	12/10/1996

Pending Applications - -

United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None		

