

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
Image Capture Engineering Inc.		05/31/2007	CORPORATION: NEBRASKA
RECEIVING PARTY DATA			
Name:	Applied Discovery Inc.		
Street Address:	5120 Pike Street		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2639024	IMAGE CAPTURE ENGINEERING INCORPORATED	
Serial Number:	78616139	PREDISCOVERY	
CORRESPONDENCE DATA			
Fax Number:	(302)884-8300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	renee.simonton@reipmsi.com		
Correspondent Name:	Reed Elsevier Intellectual Property		
Address Line 1:	1105 North Market Street, Suite 501		
Address Line 4:	Wilmington, DELAWARE 19801		
NAME OF SUBMITTER:	RENEE SIMONTON		
Signature:	/renee simonton/		
Date:	06/13/2007		

Total Attachments: 3
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ICE TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is executed and delivered as of June 1, 2007, by Image Capture Engineering, Inc., a Nebraska corporation ("**Assignor**") in favor of Applied Discovery Inc., a Washington corporation ("**Assignee**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as hereinafter defined).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of May 15, 2007 (the "**Purchase Agreement**"), by and among Assignor, Assignee and Mark and Cathi Roberts, Assignor has agreed to assign to Assignee its interest in, and to execute this Assignment to enable Assignee to record the assignment of (i) the trademarks and trademark applications, and (ii) all divisions, reissues, reexaminations, substitutions, continuations, continuations-in-part, foreign counterparts, and extensions of the trademarks and trademark applications, in each case listed on Schedule 1 hereto (the "**Assigned Marks**").

NOW, THEREFORE, for good and valuable consideration provided in the Purchase Agreement, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as follows:

1. Assignor hereby conveys, transfers, and assigns to Assignee any and all right, title, and interest of Assignor in and to the Assigned Marks and all related common-law rights and all goodwill associated therewith and the right to sue and recover (for the sole use and benefit of Assignee and its successors, assigns, or other legal representatives) damages for past, present and future infringement, misappropriation, dilution or other violation thereof or damage thereto.

2. Assignee is to hold all right, title, and interest in and to the Assigned Marks as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment in Section 1 not been made.


3. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and the equivalent office in each country in which Assigned Marks are registered to record Assignee as the assignee and owner of the Assigned Marks and to issue any trademarks which may be granted on any applications included in the Assigned Marks to Assignee as assignee of the entire right, title and interest therein and thereto.

4. This Assignment is valid as between the parties as of the Closing Date (as defined in the Purchase Agreement). Assignor agrees, without additional consideration, to take such further actions and to execute any powers of attorney, applications, assignments, declarations, affidavits, and other papers necessary or desirable to transfer, vest, record and perfect good, valid and marketable title in the Assigned Marks to the Assignee.

5. To the extent there is a conflict between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of New York regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

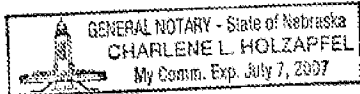
IMAGE CAPTURE ENGINEERING, INC.



Mark Roberts, President

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this 31st day of May, 2007, before me the signatory above personally appeared and acknowledged to be the above-stated officer of Image Capture Engineering, Inc., and that in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.



Notary Public
[SEAL]



[Signature Page to ICE Trademark Assignment]

Schedule 1 to ICE Trademark Assignment

ICE Assigned Marks

MARK	OWNER	COUNTRY	REG. #	REG. DATE	STATUS
IMAGE CAPTURE ENGINEERING INCORPORATED and design	Image Capture Engineering, Inc.	USA	2,639,024	October 22, 2002	Registered
PRED:DISCOVERY	Image Capture Engineering, Inc.	USA	Pending Registration (application #78/616,139)	Filed on April 25, 2005	Pending Registration

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