

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
Inovec, Inc.		07/14/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Natural Resources, Inc.		
Street Address:	PO Box 310		
City:	Woodland		
State/Country:	WASHINGTON		
Postal Code:	98674		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2880251	WORLD CLASS OPTIMIZATION	
Registration Number:	2749052	CONTOURSCAN	
Registration Number:	2639929	VISUAL POINT	
Registration Number:	1451974	INOVEC	
CORRESPONDENCE DATA			
Fax Number:	(503)796-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(503) 222-9981		
Email:	trademarks@schwabe.com		
Correspondent Name:	Jennifer L. Jolley		
Address Line 1:	1211 S.W. Fifth Avenue		
Address Line 2:	Suites 1500-1900		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	091888-124968 ASSIGNMENT		
NAME OF SUBMITTER:	Jennifer L. Jolley		

CH \$115.00 2880251

Signature:	/jennifer l jolley/
Date:	08/08/2007
Total Attachments: 5 source=Assignment of Inovec trademarks#page1.tif source=Assignment of Inovec trademarks#page2.tif source=Assignment of Inovec trademarks#page3.tif source=Assignment of Inovec trademarks#page4.tif source=Assignment of Inovec trademarks#page5.tif	

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is entered into by and between Inovec, Inc., a Delaware corporation ("Inovec"), GE Invision, Inc., a Delaware corporation ("GEI"; Inovec and GEI each a "Seller" and collectively the "Sellers"), and U.S. Natural Resources Inc., a Delaware corporation ("Buyer"), as of July 14, 2006 (the "Effective Date"). The Sellers and the Buyer are each a "Party" and are collectively the "Parties."

RECITALS

A. Sellers are in the business of developing, manufacturing, marketing, distributing, selling and integrating scanning and optimization systems for wood processing facilities (the "Business" or the "Inovec Business").

B. Sellers desire to sell, transfer and assign to Buyer, and Buyer desires to purchase from Sellers, the Purchased Assets (as defined in Section 1.1): all as herein provided and on the terms and conditions hereinafter set forth.

In consideration of the mutual covenants, agreements, representations and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows.

AGREEMENT

Article I

Purchase and Sale of Assets; Closing

1.1 Sale and Purchase of Assets. At the Closing (as defined in Section 1.7) and subject to the terms and conditions hereof:

(a) GEI shall sell, assign, transfer, convey and deliver to Buyer, free and clear of any lien, mortgage, pledge, deed of trust, security interest, conditional sales agreement, charge, encumbrance or other adverse claim or interest of any kind (each an "Encumbrance"), and Buyer shall purchase and acquire from GEI, all of GEI's right, title and interest in and to the assets listed on Schedule 1.1(a) (the "WoodVision Assets"); and

(b) Inovec shall sell, assign, transfer, convey and deliver to Buyer, free and clear of any Encumbrance, and Buyer shall purchase and acquire from Inovec, all of Inovec's rights, title and interest in and to all of the assets and rights of Inovec of every type and description, whether tangible, intangible, personal or mixed, wherever located and whether or not reflected on the books and records of Inovec, other than the Excluded Assets (as defined in Section 1.2) (the "Inovec Assets" and collectively with the WoodVision Assets, the "Purchased Assets"), including but not limited to the following with respect to this clause (b):

(vi) (A) All (I) works of authorship, computer programs, software, algorithms, documentation, designs, files, compilations, records and data; (II) mask works, circuit designs and circuitry; (III) inventions (whether or not patentable), improvements, ideas, procedures, processes, systems, methods, concepts, principles, discoveries, art, machines, compositions of matter, materials, formulas, patterns, devices, techniques, apparatus and technology; (IV) trade secret information, confidential information, proprietary information, know how, show how, technical data, customer lists and supplier lists; (V) prototypes, schematics and tools; (VI) trademarks, service marks, trade dress, logos, brands, trade names, and business names; (VII) World Wide Web addresses, uniform resource locators and Internet domain names; (VIII) all embodiments of the foregoing in any form and in any media; and (IX) any portion, copy or extract of any of the foregoing, irrespective of whether in tangible or intangible form, and irrespective of media (collectively "Intellectual Property") owned or licensed by Inovec ("Inovec Intellectual Property"), including but not limited to the Intellectual Property described in Schedule 1.1(b)(vi).

(B) All patents, patent rights, copyrights, maskwork rights,

rights related to works of authorship, rights sometimes referred to as "moral rights," trademark rights, service mark rights, trade dress rights, rights related to Internet domain names, and other intellectual property rights in any country, arising under statute, treaty, common law, or otherwise, and whether or not perfected by registration or other filing, including but not limited to (I) the right to apply for and obtain patents, copyright registrations, trademark registrations and other registrations related to Intellectual Property; (II) the right to sue for and recover damages for any past, present or future infringement of any Intellectual Property; and (III) with respect to all trademarks and service marks, the goodwill of the business to which each trademark and service mark relates (collectively "Intellectual Property Rights") owned or licensed by Inovec ("Inovec Intellectual Property Rights"), including but not limited to the Intellectual Property Rights described in Schedule 1.1(b)(vi).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

U.S. NATURAL RESOURCES, INC.
("Buyer")

By Chris Blomquist
Chris Blomquist
Vice President

INOVEC, INC. ("Inovec")

By _____
Dennis C. Cooke
President

GE INVISION, INC. ("GEP")

By _____
Dennis C. Cooke
President

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