

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bear Stearns Corporate Lending Inc., as Administrative Agent | | 12/01/2006 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Visual Learning Systems, Inc. | | |
| Street Address: | P.O. Box 8226 | | |
| City: | Missoula | | |
| State/Country: | MONTANA | | |
| Postal Code: | 59807 | | |
| Entity Type: | CORPORATION: MONTANA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78590694 | LIDAR ANALYST | |
| Serial Number: | 75870031 | FEATURE ANALYST | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (415)983-1200 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 415-983-1274 | | |
| Email: | sftrademarks@pillsburylaw.com | | |
| Correspondent Name: | Robert B. Burlingame | | |
| Address Line 1: | P.O. Box 7880 | | |
| Address Line 2: | Calendar/Docketing Department | | |
| Address Line 4: | San Francisco, CALIFORNIA 94120-7880 | | |
| ATTORNEY DOCKET NUMBER: | 005302/0000048/RBB | | |
| NAME OF SUBMITTER: | Robert B. Burlingame | | |
| Signature: | /Robert B. Burlingame/ | | |

CH \$65.00 78590694

Date:

03/19/2008

Total Attachments: 4

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RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of 12-1, 2006 by BEAR STEARNS CORPORATE LENDING INC., as Administrative Agent ("Agent").

WHEREAS, Agent and Visual Learning Systems, Inc. ("the "Grantor"), entered into that certain Intellectual Property Security Agreement, dated as of April 28, 2006 (the "Intellectual Property Security Agreement");

WHEREAS, the Intellectual Property Security Agreement granted Agent a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of the Grantor to Agent (the "Obligations");

WHEREAS, Agent recorded the Intellectual Property Security Agreement on April 28, 2006 at Reel 003299, Frame 0610 in the United States Patent and Trademark Office; and

WHEREAS, the Grantor has satisfied all of the Obligations and has requested that Agent release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

Agent hereby fully releases and terminates its security interests in and liens on:

(a) all of the Grantor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of the Grantor's business connected with or symbolized by Trademarks; and

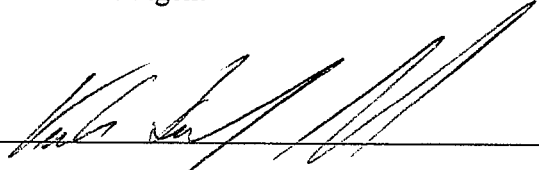
(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by the Grantor against third parties for infringement of the Trademarks or of any license with respect thereto.

Agent further agrees, at the sole cost and expense of the Grantor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release of Trademarks to be
duly executed as of the day and year first above written.

BEAR STEARNS CORPORATE LENDING INC.,
as Administrative Agent

By: 
Name: _____
Title: _____
VICTOR BULZACCHELLI
VICE PRESIDENT

[Signature Page to Visual Learning Systems, Inc. Release of Trademarks]

Schedule 1

Intellectual Property

| Copyright, Patent and Trademark Filings | | | | |
|---|--|---------------------|-------------------------------|--|
| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Jurisdiction</u> | <u>Applicant</u> | <u>Date of App./Reg.</u> |
| Patents | | | | |
| Method and device for creating a sequence of hypotheses | 09/870869 | USA | Visual Learning Systems, Inc. | 5/31/2001 |
| Trademarks | | | | |
| LIDAR Analyst | 78590694 | USA | Visual Learning Systems, Inc. | 3/18/2005 |
| Feature Analyst | Serial #: 75870031 Registration #: 2640238 | USA | Visual Learning Systems, Inc. | Filing Date: 12/21/1999 Registration Date: 10/22/2002 |
| Copyrights | | | | |
| Feature Analyst : version 1.0 (Beta) | TX-5-438-534 | USA | Visual Learning Systems, Inc. | 7/23/2001 |