

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement to that certain Loan Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Quvis, Inc.		11/11/2008	CORPORATION: KANSAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Seacoast Capital Partners, II, L.P.
<b>Street Address:</b>	55 Ferncroft Road
<b>City:</b>	Danvers
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01923
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2644202	QUCLIPS
Registration Number:	2644196	QUCLIPS
Registration Number:	2840662	Q QUVIS
Registration Number:	2567645	QUVIS
Registration Number:	2324716	Q
Registration Number:	2360476	QUBIT
Serial Number:	77560645	WRAPTOR

**CORRESPONDENCE DATA**

Fax Number: (214)758-1550  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2147581500  
 Email: estafford@pattonboggs.com  
 Correspondent Name: V. Craig Belair  
 Address Line 1: 2001 Ross Avenue; Suite 3000  
 Address Line 2: Patton Boggs LLP

OP \$190.00 2644202

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 009091.0157

NAME OF SUBMITTER: V. Craig Belair

Signature: /V. Craig Belair/

Date: 11/11/2008

Total Attachments: 8  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Security Agreement") is made and effective as of November \_\_, 2008, by QUVIS, INC., a Kansas corporation (the "Company"), in favor of SEACOAST CAPITAL PARTNERS II, L.P. ("Secured Party"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (defined below).

### RECITALS

**WHEREAS**, pursuant to that certain First Amended and Restated Convertible Loan and Security Agreement, dated as of June 30, 2003, by and among the Company and the "Lenders" party thereto from time to time (as amended, supplemented or otherwise modified from time to time, including pursuant to that certain Joinder Agreement to First Amended and Restated Convertible Loan and Security Agreement, dated as of May 27, 2005, by and between the Company and Secured Party, the "Loan Agreement"), the Secured Party has loaned certain amounts to the Company (the "Loans"), and the Company has granted to Secured Party a security interest in certain assets of the Company to secure the Company's payment and performance of its obligations under the Loan Agreement; and

**WHEREAS**, pursuant to Section 6.01(b) of the Loan Agreement, the Company has agreed to execute documents and take other actions reasonably requested by Secured Party to perfect and continue the security interest granted under the Loan Agreement.

**NOW, THEREFORE**, in furtherance of the foregoing, and in consideration of the covenants, representations and warranties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant and Reaffirmation of Security Interest. To secure the timely payment of all principal and interest under the Notes (as defined in the Loan Agreement) and the performance by the Company of all of its commitments and obligations under the Loan Agreement, the Company hereby grants to Secured Party a security interest in, and reaffirms its grant to Secured Party pursuant to the Loan Agreement in, all of the right, title and interest of the Company in and to any and all of the following, whether now owned or hereafter acquired, but excluding any of the following solely to the extent the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon the same (collectively, the "IP Collateral"):

(a) The Company's now existing and hereafter acquired or otherwise arising U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, including, without limitation, those set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The Company's now existing and hereafter acquired or otherwise arising U.S. and foreign patents and patent applications, including, without limitation, those set forth on Schedule B attached hereto, including divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The Company's now existing and hereafter acquired or otherwise arising U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, including, without limitation, those set forth on Schedule C attached hereto, and all goodwill associated with the foregoing (collectively, the "Trademarks");

(d) The Company's now existing and hereafter acquired or otherwise arising domain names and registrations, including, without limitation, those set forth on Schedule D attached hereto, and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all proceeds and products of any of the foregoing.

2. Requested Recordation. The Company authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Secured Party in the IP Collateral.

3. Complete Disclosure. The Company represents and warrants to Secured Party that Schedules A, B, C and D set forth all of the Company's now existing Copyrights, Patents, Trademarks and Domain Names, respectively.

4. Release. Upon the payment in full and performance of all obligations of the Company under Loan Agreement, the security interest granted and reaffirmed hereby shall automatically terminate and all rights to the IP Collateral shall revert to the Company. Upon any such termination Secured Party shall, at the Company's expense, execute and deliver to the Company or otherwise authorize the filing of such documents as the Company shall reasonably request, including financing statement amendments, termination letters with respect to intellectual property filings, and powers of attorney, in each case to evidence such termination.

5. Miscellaneous.

(a) The rights and remedies of the Secured Party with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement.

(b) This IP Security Agreement may be executed in any number of

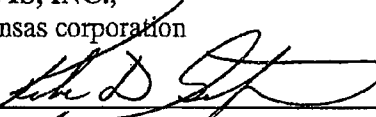
counterparts (and by the different parties hereto in different counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement .

*[Remainder of Page Intentionally Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

**COMPANY:**

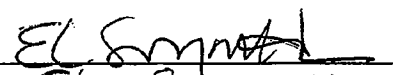
**QUVIS, INC.,**  
a Kansas corporation

By:   
Name: KENBE D. GOERTZEN  
Title: PRES. QUVIS, INC.

**SECURED PARTY:**

**SEACOAST CAPITAL PARTNERS II, L.P.,**  
a Delaware limited partnership

By: Seacoast II Advisors, LLC,  
Its general partner

By:   
Name: Eben S. Moulton  
Title: Partner

**SCHEDULE A**  
**COPYRIGHT COLLATERAL**

Registered Copyrights:

Pending Copyright Applications:

**SCHEDULE B**

**PATENT COLLATERAL**

**Registered Patents:**

QuVIS Image Processing Patents include:

- Apparatus and Method for Entropy Encoding US Patent No. 6,298,160
- System and Method for Improving Compressed Image Appearance using Stochastic Resonance and Energy Replacement US Patent No. 6,636,643
- Scalable Resolution Motion Image Recording & Storage System US Patent No. 6,823,129
- Optimized Signal Quantification US Patent No. 6,718,065
- Quality Priority Image Storage and Communication US Patent No. 6,532,308
- Apparatus and Method for Optimal Compression of Interlaced Motion Images US Patent No. 6,289,132
- Apparatus and Method for Entropy Encoding US Patent No. 6,580,833
- Apparatus and Method for Improved Interlaced Processing (as amended) US Patent No. 6,928,191
- System and Method for Optimizing Image Resolution Using Pixelated Imaging Devices US Patent No. 6,900,821

**Pending Patent Applications:**

US 2001/0055034  
US 2002/0044692  
US 2002/0141499  
US 2003/0185455  
US 2003/0142875  
US 2008/0012872  
US 2008/0095464  
US 2008/0012872  
US 2008/0095464



**SCHEDULE C**

**TRADEMARK COLLATERAL**

**Registered Trademarks:**

Registration No. 2,644,202 QUCLIPS & Design

Registration No. 2,644,196 QUCLIPS

Registration No. 2,840,662 Q QUVIS & Design

Registration No. 2,567,645 QUVIS

Registration No. 2,324,716 Q & Design

Registration No. 2,360,476 QUBIT

**Pending Trademark Applications:**

Application No. 77/560,645 WRAPTOR (Newly Filed)

**SCHEDULE D**

**DOMAIN NAMES**

<b><u>Domain Name</u></b>	<b><u>Record Owner</u></b>
quvis.com	QuVIS, Inc.

498167