

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BlueCrest Capital Finance, L.P.		09/07/2007	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	BlueCrest Venture Finance Master Fund Limited
Street Address:	South Church Street
Internal Address:	PO Box 309, Ugland House
City:	George Town
State/Country:	CAYMAN ISLANDS
Entity Type:	limited company: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2965887	FALCON INFORMATICS
Registration Number:	3229945	IMAGETREE
Serial Number:	78911980	IMAGETREE
Serial Number:	78911992	YOUR FOREST SPEAKS VOLUMES
Serial Number:	77091262	FORESTSENSE
Serial Number:	77165163	FORESTCHECK

CORRESPONDENCE DATA

Fax Number: (949)567-6710
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 415 773 5700
 Email: kmoore@orrick.com
 Correspondent Name: Beth M. Goldman
 Address Line 1: 405 Howard Street
 Address Line 4: San Francisco, CALIFORNIA 94105

CH \$165.00 2965887

900162729

**TRADEMARK
 REEL: 004210 FRAME: 0069**

ATTORNEY DOCKET NUMBER:	18664-16
DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Chelseaa E.L. Bush
Signature:	/Chelseaa E.L. Bush/
Date:	05/20/2010
Total Attachments: 3 source=AssignmentAgreement#page1.tif source=AssignmentAgreement#page2.tif source=AssignmentAgreement#page3.tif	

ASSIGNMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of September 7, 2007 (the "Effective Date"), by and between BlueCrest Capital Finance, L.P. ("Assignor") and BlueCrest Venture Finance Master Fund Limited ("Assignee").

WITNESSETH:

WHEREAS, Assignor, as Lender, has made a loan (the "Loan") to ImageTree Corporation, evidenced by documentation, including a Loan and Security Agreement (the "Loan Agreement"), a Promissory Note or Notes (the "Note"), a Warrant (the "Warrant") and such other documents as Assignor deemed reasonably necessary or appropriate, each dated as of June 8, 2007 (collectively, the "Loan Documents"), all of which will be endorsed and/or delivered to Assignee in connection with this Assignment; and

WHEREAS, Assignor desires to transfer and assign all of Assignor's rights, duties, liabilities and obligations under the Loan Documents to Assignee, and Assignee desires to assume all of Assignor's rights, liabilities, duties and obligations under the Loan Documents;

NOW, THEREFORE, in consideration of the promises, warranties and mutual covenants set forth herein, the parties hereto agree as follows:

1. Assignment. Assignor hereby transfers to Assignee, and Assignee hereby accepts from Assignor and assumes, all of Assignor's right, liabilities, duties and obligations under the Loan Documents (the "Assigned Interest"). In connection with such assignment, Assignor shall deliver to Assignee the original Note (endorsed to Assignee) and the Warrant given by the borrower in connection with the Loan Agreement. From and after the date hereof, the obligations of the borrower in respect of the Loan Agreement, and the Note(s) and the Warrant delivered by the borrower in connection therewith, shall be Borrower's Liabilities as defined in the Loan Agreement. Assignor shall provide prompt notice of such assignment to the borrower so that the borrower may reflect such change in the Register it maintains in connection with the Loan Agreement, the Note and the Warrant.

2. Consideration. In consideration for such assignment, Assignee will pay Assignor, in immediately available funds, the amount of _____, which represents the outstanding principal amount of all Loans under the Loan Agreement, plus interest accrued thereon, as of the date hereof, as determined in accordance with the Loan Agreement, together with the value of the Warrant, as of the date hereof.

3. Future Cooperation on Subsequent Documents. The parties hereto agree to cooperate at all times from and after the date hereof with respect to this Assignment, and each agrees to execute such assignments, instruments, releases or other documents as may be reasonably requested for the purpose of giving effect to, evidencing or giving notice of the transactions described herein, the perfection of security interests granted by the borrower under the Loan Agreement, or for the compliance with all applicable laws, rules and regulations.

4. Representations. Assignor represents to Assignee that, as of the date hereof, (a) it is the true, lawful and beneficial owner of the Assigned Interest, (b) the Assigned Interest has

not been previously transferred or assigned, (c) the Assigned Interest is not subject to any pledge or otherwise encumbered in any fashion, and (d) no Event of Default has occurred and is continuing under the Loan Agreement. Assignor and Assignee severally represent and warrant (a) that they have all due corporate power and authority to execute and deliver this Agreement and to consummate the transaction contemplated hereby, and (b) that the consummation of the transaction contemplated by this Agreement does not contravene any applicable federal, state or other governing law pertaining to Assignor or Assignee.

5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year above written.

ASSIGNOR:

BlueCrest Capital Finance, L.P.
By: BlueCrest Capital Finance GP, LLC

By: _____

Name: Mark King
Title: Manager

ASSIGNEE:

BlueCrest Venture Finance Master Fund Limited
By: BlueCrest Capital Management L.P. (acting through its general partner BlueCrest Capital Management Limited) in its capacity as investment manager to and for and on behalf of BlueCrest Venture Finance Master Fund Limited

By: _____

Name: PAUL DEHARDY
Title: GENERAL COUNSEL

Title:

SCHEDULE A
COLLATERAL

Pursuant to Section 5.1 of the Loan Agreement, the Collateral shall include (i) all of the Borrower's Accounts, Instruments, Documents, Chattel Paper, Supporting Obligations, letters of credit, proceeds of any letter of credit, and Letter of Credit Rights, and all customer lists, software, and business records related thereto (the "**Receivables**"); (ii) all Equipment (subject to Permitted Liens); (iii) all Fixtures; (iv) all General Intangibles; (v) all Intellectual Property, including all Copyrights, Trademarks, Patents and Licenses and applications therefor and reissues, extensions or renewals thereof, all trade secrets, including algorithms and goodwill associated with any of the foregoing; (vi) all Inventory; (vii) all Investment Property; (viii) all Deposit Accounts and Securities Accounts; (ix) all Cash; (x) all Documents; (xi) all other Goods and tangible and intangible personal property of the Borrower, whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, the Borrower and wherever located; and (xii) to the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing and all attachments, accessories, accessions, replacements, substitutions, additions or improvements to any of the foregoing, wherever located and all products and proceeds of the foregoing including without limitation proceeds of insurance policies insuring the foregoing and all books and records with respect thereto.

The Collateral shall also include the following Intellectual Property:

1. All trademarks, tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs of like nature, no existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof; and all reissues, extensions or renewals thereof (collectively, the "**Trademarks**");

Trademark	Serial Number/TM Number	Date Filed	Status
FALCON INFORMATICS (LOGO)	2,965,887	7/12/2005	
ImageTree	3,229,945	4/17/2007	
ImageTree (Logo)	78/911,980		Allowed
YOUR FOREST SPEAKS VOLUMES	78/911,992		Allowed
ForestSense	77/091,262		Pending
ForestCheck	77/165,163		Pending

2. (a) All letters patent of, or rights corresponding thereto, in the United States or in any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto, in the United States or any other country, including registrations, recordings and applications in the United States Patent and