

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
SEACOAST CAPITAL PARTNERS II, L.P.		03/07/2011	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	QUVIS TECHNOLOGIES, INCORPORATED
Street Address:	900 SW 39th STREET, SUITE N
City:	TOPEKA
State/Country:	KANSAS
Postal Code:	66609
Entity Type:	CORPORATION: 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
Registration Number:	3924450	WRAPTOR

CORRESPONDENCE DATA

Fax Number: (703)744-8001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 7037448029
 Email: LKOLO@PATTONBOGGS.COM
 Correspondent Name: LACY KOLO
 Address Line 1: 8484 WESTPARK DRIVE, SUITE 900
 Address Line 2: PATTON BOGGS

900196315

**TRADEMARK
 REEL: 004576 FRAME: 0321**

OP \$190.00 2644202

Address Line 4: MCLEAN, VIRGINIA 22102

ATTORNEY DOCKET NUMBER: 030106.0102 KOLO

NAME OF SUBMITTER: LACY KOLO

Signature: /LACY KOLO/

Date: 07/06/2011

Total Attachments: 5

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BILL OF SALE

FOR AND IN CONSIDERATION OF the sum of \$1,300,000, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seacoast Capital Partners II, L.P., a Delaware limited partnership, as lender under the hereinafter defined Loan Agreement and Notes (in such capacity, "Seller"), does hereby absolutely sell, transfer, convey and assign to QuVis Technologies, Inc., a Delaware corporation (together with its successors and assigns, "Buyer"), all of Seller's and Debtor's (as defined below) right, title, and interest in and to Debtor's **personal property, whether tangible or intangible, of every kind and description, wherever located, including all accounts receivable; all chattel paper; all contracts (present, pending and executory); all equipment (office, laboratory and testing); all furnishings; all supplies; all fixtures; all goods; all instruments; all inventory; all patents (pending, provisional and registered, both foreign and domestic); trademarks (pending, provisional and registered), trade names, copyrights and other intellectual property or intellectual property rights; all software, including, but not limited to, Wraptor software and Paragon software; the names, e-mail addresses or domain names, telephone numbers and yellow page advertisements used in connection with the business of the Debtor and its subsidiaries; all customers lists, customer files, credit information, advertising, promotional and sales materials, sales data, surveys, and account histories and other information relating to the Debtor's business; and the business of the Debtor as a going concern and all goodwill associated therewith, patents (pending, provisional and registered, both foreign and domestic); trademarks (pending, provisional and registered), trade names, copyrights and other intellectual property or intellectual property rights and all goodwill associated therewith** (collectively, the "Debtor Property").

TO HAVE AND TO HOLD the same unto Buyer and its successors and assigns forever.

This conveyance is (x) made pursuant to (i) that certain First Amended and Restated Convertible Loan and Security Agreement among Quvis, Inc., a Kansas corporation (together with its successors and assigns, "Debtor"), Seller and the other lenders party thereto, dated June 30, 2003, as further joined, amended or modified from time to time from time to time (the "Loan Agreement", and together with any and all promissory notes issued by Debtor to Seacoast in connection therewith, the "Loan Documents"), (ii) the public UCC foreclosure sale held on December 28, 2010, at 10:00 a.m., Wichita, Kansas time, at the offices of Fleeson, Gooing, Coulson and Kitch, L.L.C., 1900 Epic Center, 301 W. Main, Wichita, Kansas, and (iii) the applicable provisions of the Uniform Commercial Code as in effect in the State of Kansas and (y) intended to have the effects set forth in Section 9-617 of the Uniform Commercial Code as in effect in the State of Kansas.

THERE ARE ABSOLUTELY AND UNEQUIVOCALLY NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, BEING GIVEN IN THIS DISPOSITION AS TO DEBTOR PROPERTY, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS OR WARRANTIES RELATING TO TITLE, POSSESSION, ENFORCEABILITY, QUIET ENJOYMENT, MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, AUTHORITY, PRIORITY, OR PERFECTION OF ANY LIENS OR SECURITY INTERESTS. ALL THE FOREGOING REFERENCED REPRESENTATIONS AND WARRANTIES ARE HEREBY WAIVED AND DISCLAIMED

BY SELLER FOR ITSELF AND ITS LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS.

IN FURTHERANCE OF THE FOREGOING, BY ITS ACCEPTANCE OF THIS BILL OF SALE, BUYER IS DEEMED TO HAVE ACCEPTED THE DEBTOR PROPERTY AND ALL OTHER PROPERTY PURPORTED TO BE TRANSFERRED IN THIS BILL OF SALE "AS IS" AND "WHERE IS" AND WITH ALL FAULTS. BUYER IS ASSUMING THE RISK OF DETERIORATION SUBSEQUENT TO THE DATE HEREOF IN THE VALUE OF THE DEBTOR PROPERTY. ACCORDINGLY, BY ITS ACCEPTANCE OF THIS BILL OF SALE AND ASSIGNMENT, BUYER ACKNOWLEDGES THAT BUYER HAS NO CLAIM OF ANY INDEMNIFICATION BY SELLER, BY CONTRACT, IN LAW OR IN EQUITY. BUYER SHALL HAVE NO RECOURSE WHATSOEVER TO SELLER, WHETHER WITH RESPECT TO THE CONDITION OF THE DEBTOR PROPERTY OR THE PRIORITY OR ACTUAL PERFECTION OF SELLER'S INTERESTS (IF ANY) IN THE DEBTOR PROPERTY.

This instrument shall be governed and construed in accordance with the laws of the State of Kansas. This instrument constitutes the entire agreement between Seller and Buyer as to the subject matter hereof and thereof.

In no event will Seller, any lender for whom Seller serves as agent, or any of their respective attorneys, agents, employees, officers, successors or assigns be liable to Buyer for lost profits or other special or consequential damages.

EACH OF THE PARTIES HERETO VOLUNTARILY AND KNOWINGLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE TRANSACTION DOCUMENTS. INSTEAD, ANY DISPUTES RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

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IN WITNESS WHEREOF, Seller has hereunto set its hand as of the acknowledgement date set forth below, to be effective the 7th day of March, 2011

SELLER:

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

By: Seacoast II Advisors, LLC,
its general partner

By: EC Mouton
Name: Eben Mouton
Title: Manager

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

498167

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)

498167