

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
Quantum3D, Inc.		03/29/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	IData Visual Systems, Inc.		
Street Address:	3110 Fairview Park Drive, Suite 300		
City:	Falls Church		
State/Country:	VIRGINIA		
Postal Code:	22042-4501		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3175826	IDATA	
CORRESPONDENCE DATA			
Fax Number:	(202)585-8080		
Phone:	202-585-8000		
Email:	nptm@nixonpeabody.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Nixon Peabody LLP		
Address Line 1:	401 9th Street, NW, Suite 900		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	740883-235		
NAME OF SUBMITTER:	Jeffrey L. Costellia		
Signature:	/Jeffrey L. Costellia/		
Date:	03/20/2012		

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Total Attachments: 8

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ASSET PURCHASE AGREEMENT

BETWEEN

IDATA VISUAL SYSTEMS, INC.

AND

QUANTUM3D, INC.

Effective as of March 29, 2011

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (together with the schedules hereto, which are incorporated herein by reference, this "Agreement") is entered into effective as of this 29th day of March, 2011 by and between IDATA VISUAL SYSTEMS, INC., a Virginia corporation (the "Purchaser") a wholly-owned subsidiary of ENSCO, INC. ("ENSCO"), and QUANTUM3D, INC., a California corporation (the "Seller").

WITNESSETH:

WHEREAS, Seller desires to sell to Purchaser certain of the assets used by Seller in, or relating to, the distribution, development, maintenance, training, installation and integration of IDATA® Tool Suite and IGL 178 (the "Seller's Business") and Purchaser desires to purchase from Seller such assets, as and to the extent set forth below and in the attached schedules, upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the respective representations, warranties, covenants, agreements and conditions contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I PURCHASE AND SALE OF ASSETS

Section 1.1 Conveyance and Transfer of Assets. Upon the terms and subject to all of the conditions contained herein and the performance by each of the parties hereto of their respective obligations hereunder, Purchaser hereby agrees to purchase from Seller, and Seller hereby agrees to sell, assign, transfer, convey and deliver to Purchaser at the Closing (hereinafter defined) the following assets, properties and rights (the "Transferred Assets") free and clear of all liens, claims, pledges, hypothecations, encumbrances, charges, security interests or restrictions of any type whatsoever (the "Encumbrances"):

- (a) the Seller's Business as a going concern;
- (b) all of the intangible rights and property utilized in Seller's Business, including all Intellectual Property and all rights thereunder or in respect thereof that are either owned or used by, or licensed to Seller, including those identified in Schedules 3.8(a)(i), 3.8(a)(ii), and 3.8(c), and the rights to sue for and remedies against past, present and future infringements thereof, rights of priority and protection of interests therein under the laws of any jurisdiction worldwide and all tangible embodiments thereof;
- (c) all catalogs, circulars, website content, databases, marketing and other materials related to Seller's Business;
- (d) all files, appraisals, customer lists, valuations, studies, records, forecasts, reports, documentation, and other information stored on any computers, servers, or other storage devices, relating to Seller's Business;

(e) all accounts receivable of Seller included in the Estimated Price Adjustment Schedule (as defined below);

(f) all agreements, contracts and other commitments (i) listed in Schedule 1.1(f) hereto and (ii) related to the Seller's Business entered into by Seller after the date of this Agreement and prior to the Closing, which agreements, contracts and other commitments shall be listed on an updated Schedule 1.1(f) to be provided to Purchaser by Seller no less than 2 days prior to the Closing, which updated Schedule 1.1(f) shall be subject to Purchaser's reasonable review and acceptance (such agreements, contracts and other commitments listed in the revised Schedule 1.1(f), the "Assigned Agreements");

(g) all Licenses listed in Schedule 1.1(g) hereto;

(h) all furniture, hardware and equipment utilized in Seller's Business listed in Schedule 1.1(h) hereto; and

(i) all of Seller's right, title and interest in and to all express and implied warranties of third parties relating to any of the Transferred Assets that continue in effect after the Closing.

Section 1.2 Excluded Assets. Notwithstanding Section 1.1 or elsewhere in this Agreement to the contrary, the right, title and interest of Seller in, to and under any assets that do not constitute Transferred Assets are excluded assets (collectively, the "Excluded Assets"). For the avoidance of doubt, the following assets of Seller or its subsidiaries (the "Subsidiaries") shall be Excluded Assets: (i) any interest in any Subsidiary; (ii) any agreements or other obligations other than under an Assigned Agreement; (iii) any accounts receivable of Seller that remains, as of the Closing, uncollected for at least sixty (60) days after the day of the invoice or other account statement of such account receivable; and (iv) any accounts receivable of Seller listed in Schedule 1.2.

Section 1.3 No Assumption of Liabilities and Obligations.

(a) Purchaser shall not assume or otherwise agree to pay, discharge or perform, any liabilities, obligations or undertakings of Seller or in respect of Seller's Business (whether accrued, absolute, contingent or otherwise, whether or not disputed, or whether or not disclosed to Purchaser), except with respect to (i) all recurring costs of Seller's Business listed on Schedule 1.3(a) hereto that arise from and after the Closing and (ii) any liabilities and obligations under the Assigned Agreements arising from and after the Closing, including, without limitation, provision of goods and services to any counterparty to an Assigned Agreement that has prepaid any subscription or service fees to Seller prior to Closing (the "Assumed Liabilities").

(b) Seller shall remain responsible for the payment of all liabilities, obligations or undertakings of Seller or in respect of Seller's Business, except for the Assumed Liabilities.

Section 1.4 Purchase Price; Escrow

(a) Subject to the terms and conditions hereof, in consideration of the sale, transfer, conveyance, assignment and delivery of the Transferred Assets at the Closing and the

other undertakings of Seller hereunder, Purchaser shall pay [REDACTED]. The Purchase Price shall be paid by Purchaser at or prior to Closing as follows: (i) by depositing [REDACTED] (the "Escrow Fund") with the Escrow Agent pursuant to the Escrow Agreement, and (ii) delivering the remainder by wire transfer of immediately available funds to an account designated by Seller in writing prior to Closing.

(b) The performance by Seller of its representations, warranties and covenants under this Agreement shall be secured by the Escrow Fund to be held and disposed of by JP Morgan Chase Bank, National Association (the "Escrow Agent") pursuant to an Escrow Agreement in the form set forth as Exhibit A hereto (the "Escrow Agreement"), which shall be executed and delivered by Seller and Purchaser at the Closing. Seller and Purchaser shall each pay one-half of the fees and expenses of the Escrow Agent, as provided in the Escrow Agreement.

Section 1.5 Adjustment to Purchase Price.

(a) No less than two days prior to the Closing, Seller shall provide Purchaser with a schedule (the "Estimated Price Adjustment Schedule") prepared in good faith and in accordance with GAAP and reasonably acceptable to Purchaser, containing an estimate of (in each case as of 11:59 p.m. (Washington, DC time) on the Closing Date):

(i) all Assigned Agreements for which Seller has accrued deferred revenue and the amount of such deferred revenue (all such deferred revenue in the aggregate, the "Assigned Deferred Revenue"); and

(ii) a calculation of (x) the aggregate amount of accounts receivable included in the Transferred Assets, as reduced by any reserves against collection in accordance with Seller's accounting policies, as consistently applied (the "Assigned AR"); (y) the aggregate amount of accounts payable related to the Transferred Assets that are being assumed by Purchaser (the "Assigned AP"); and (z) the difference obtained by subtracting the amount of Assigned AP from the amount of the Assigned AR (such difference, the "Net Assigned Amount"), in each case with documentation reasonably acceptable to Purchaser to support such calculations.

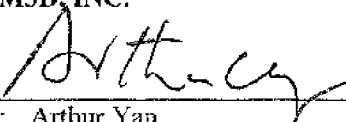
(b) The Purchase Price paid by Purchaser at the Closing shall be reduced by an amount equal to the sum of the amount of Assigned Deferred Revenue listed on the Estimated Price Adjustment Schedule.

(c) The Purchase Price paid by Purchaser at the Closing shall be reduced by an amount equal to the amount of the Net Assigned Amount listed on the Estimated Price Adjustment Schedule.

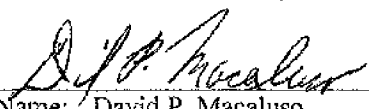
Section 1.6 Allocation of Purchase Price. The parties agree that the Purchase Price shall be allocated among the Transferred Assets and Seller's obligations hereunder as determined by Purchaser in accordance with Section 1060 of the Code and the regulations thereunder. Purchaser and Seller shall prepare and submit Internal Revenue Form 8594 prepared in

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered, all as of the day and year first above written.

SELLER:
QUANTUM3D, INC.

By: 
Name: Arthur Yan
Title: President

PURCHASER:
IDATA VISUAL SYSTEMS, INC.

By: 
Name: David P. Macaluso
Title: Vice President, Contracts

[Signature Page to Asset Purchase Agreement]

ASSET PURCHASE AGREEMENT

SCHEDULE 3.8(c)

REGISTERED INTELLECTUAL PROPERTY

Number	Description	Item
1	Registered internet domain names: IDATA178.COM and IDATAHMI.com	Assigned – provided three emails containing registration receipt with account number and access key / password. Email subject lines: 1. IData Domain Names Password 2. Important Notice Regarding Your Domain Name(s) 3. RE: Order Confirmation #210823709 (Automatic Renewal)
2	IDATA Trademark	Assigned – trademark registration included in file 3.8.a.i.29.pdf and identified in file “Trademark for IDATA.xls (March 22, 2011)
3	Copyrights	Closed – no registered copyrights
4	Provisional patent application	Assigned – patent application included in file 3.8.a.i.31.pdf
5	EAR99 Export Classification	Assigned – Dept of Commerce EAR99 designation for IData in 3.8.a.i.40.pdf file.

SERIAL NUMBER	REGISTRATION NUMBER	MARK IDENTIFICATION	Goods/Services	CLASS (Y/N)	STATUS	STATUS DATE	NEXT STEP	DATE DUE
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Quantum3D, Inc.

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Sector B renewal 11/29/2011