

03-08-2002



MRD 2-20-02

102006489

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of Conveying Party(ies):

iCopyright, Inc. _____

Type of Entity:

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State of Washington
- Other _____

2. Name and Address of Receiving Party(ies):

Name: _____ Data Depth Corporation _____

Internal Address: _____

Street Address: _____ 200 Mill Avenue South _____

City: _____ Renton _____ State: WA _____ Zip: 98055

Type of Entity:

- Individual(s) Citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State of Washington _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: YES NO

(Designations must be separate document from Assignment)

Additional name(s) & address(es) attached? YES NO

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Termination
- Change of Name
- Other _____

Execution Date: Assignment dated April 2, 2001

UCC-2 Termination Statement recorded April 27, 2001

4. Application number(s) or registration number(s):

A. Trademark Application Number(s):

75/590,032

B. Trademark Registration No.(s):

Additional numbers attached? YES NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: *Nancy V. Stephens*

Internal Address: *Foster Pepper & Shefelman PLLC
1111 Third Avenue, Suite 3400
Seattle, Washington 98101*

6. Total number of applications and registrations involved: _____ 1 _____

7. Total fee (37 CFR 3.41): \$ _____ 25 _____

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

03/07/2002 JTALLANE 00000037 061629 75590032

01 FC:481 15.00 CH 25.00 DP

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nancy V. Stephens

Name of Person Signing

Nancy V. Stephens

Signature

2/2/02

Date

TRADEMARK ASSIGNMENT

This Agreement is by and between iCopyright, Inc. ("Assignor") and Data Depth Corporation ("Assignee").

WHEREAS, Assignor, is the owner of those certain trademarks identified as follows:

Mark: **ICOPYRIGHT**
Serial No. 75/590,031
Filing Date: 11/17/98
Int'l. Class: 42

Mark: **C & DESIGN (copyright symbol inside house)**
Serial No. 75/590,032
Filing Date: 11/17/98
Int'l. Class: 42

Mark: **L & DESIGN (copyright symbol inside house)**
Serial No. 75/590,033
Filing Date: 11/17/98
Int'l. Class: 42

Mark: **IPMETER**
Serial No. 75/886,450
Filing Date: 1/4/00
Int'l. Class: 42

Mark: **ICOPYRIGHT.COM**
Serial No. 75/804,040
Filing Date: 9/21/99
Int'l. Class: 42

Mark: **INSTANT COPYRIGHT AND REPRINT SERVICES**
Serial No. 75/856,547
Filing Date: 8/2/99
Int'l. Class: 42

Mark: **I & DESIGN (house design without copyright symbol)**
Serial No. 76/038,917
Filing Date: 5/2/00
Int'l. Class: 42

(the "Trademarks").

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademarks.

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks; all goodwill and all other rights), in and to the Trademarks.

2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$ 20,000, payable on April 2, 2001.

3. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. Amendment. This Agreement may be amended only by a writing signed by both parties.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this

Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Washington.

Date: April 2, 2001

ASSIGNEE: DATA DEPTH CORPORATION

ASSIGNOR: ICOPYRIGHT, INC.

By Michael O'Donnell
Michael O'Donnell

By Dan D. Dixon
Dan D. Dixon

State of Washington)
) ss.
County of King)

On this date before me, a Notary Public, personally appeared Dan D. Dixon *Michael O'Donnell &* personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Dated this 2nd day of April, 2001.

Kathryn Holt
(Signature of Notary)

KATHRYN HOLT
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at Tacoma, Washington

My appointment expires 3/19/2002



B13

STATE OF Washington UNIFORM COMMERCIAL CODE - FINANCING STATEMENT CHANGE - FORM UCC-2

COUNTER

This STATEMENT is presented for filing pursuant to the Washington Uniform Commercial Code

1. FILE NO. OF ORIG. FINANCING STATEMENT 2000-088-0192		1A. DATE OF FILING OF ORIG. FINANCING STATEMENT March 28, 2000		1B. DATE OF ORIG. FINANCING STATEMENT		1C. PLACE OF FILING ORIG. FINANCING STATEMENT Washington	
2. DEBTOR (LAST NAME FIRST) iCopyright, Inc.				2A. SOCIAL SECURITY NO., FEDERAL TAX NO.			
2B. MAILING ADDRESS 200 Mill Avenue South, Ste. 600				2C. CITY, STATE Renton, WA		2D. ZIP CODE 98055	
3. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST)				3A. SOCIAL SECURITY OR FEDERAL TAX NO.			
3B. MAILING ADDRESS				3C. CITY, STATE		3D. ZIP CODE	
4. SECURED PARTY NAME: Imperial Bank MAILING ADDRESS: 5330 Carillon Point CITY: Kirkland STATE: WA ZIP CODE: 98033						4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE						5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	

- 6. A CONTINUATION—The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. If collateral is crops or timber, check here and insert description of real property on which growing or to be grown in item 7 below.
- B RELEASE—From the collateral described in the Financing Statement bearing the file number shown above, the Secured Party releases the collateral described in item 7 below.
- C ASSIGNMENT—The Secured Party certifies that the Secured Party has assigned to the Assignee above named, all the Secured Party's rights under the Financing Statement bearing the file number shown above in the collateral described in item 7 below.
- D TERMINATION—The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above.
- E AMENDMENT—The Financing Statement bearing the file number shown above is amended as set forth in Item 7 below. (Signature of Debtor required on all amendments.)
- F OTHER

TERMINATED

APR 27 2001

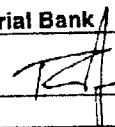
UNIFORM COMMERCIAL CODE STATE OF WASHINGTON

6. (Date) April 5 2001

iCopyright, Inc.

By: _____ (SIGNATURE(S) OF DEBTOR(S)) (TITLE)

Imperial Bank

By:  (SIGNATURE(S) OF SECURED PARTY(IES)) (TITLE)

7. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILING OFFICE)

C
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02-117-5068

10. *Return copy to*

NAME ADDRESS CITY AND STATE
LEXIS Document Services
1029 J Street
Suite 100
Sacramento, CA 95814

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703 7514 9

Filing officer is requested to note date and hour of filing on (1) Filing Officer Copy Acknowledgment and return to the above party.

UNIFORM COMMERCIAL CODE FORM UCC-2

(2) Filing Officer Copy

TRADEMARK

RECORDED: 02/20/2002

REEL: 002456 FRAME: 0266