

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
SendPhotos, Inc.	FORMERLY Novatix Corporation	05/02/2005	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Novatix Corporation		
Street Address:	5777 Central Ave		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78486464	REDWALL	
CORRESPONDENCE DATA			
Fax Number:	(720)377-0777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	720 377 0773		
Email:	pscull@hke-law.com		
Correspondent Name:	peter scull		
Address Line 1:	1660 Lincoln St.		
Address Line 2:	Hensley Kim & Edgington, LLC		
Address Line 4:	Denver, COLORADO 80264		
NAME OF SUBMITTER:	Peter B. Scull		
Signature:	/peterbscull/		
Date:	09/09/2005		

CH \$40.00 78486464

Total Attachments: 4

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TECHNOLOGY ASSIGNMENT AGREEMENT

THIS TECHNOLOGY ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into this 2nd day of May, 2005, by and between SendPhotos, Inc., a Colorado corporation, (the "Assignor") and Novatix Corporation, a Delaware corporation (the "Company"). The parties hereto agree as follows:

AGREEMENT

1. Assignor hereby irrevocably assigns, sells, transfers and conveys to the Company all right, title and interest, on a worldwide basis, in and to the technology described in Exhibit A attached hereto and all applicable intellectual property rights, on a worldwide basis, related thereto, including, without limitation, copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract and licensing rights (the "Property"). In consideration for such transfer of the Property, the Company shall issue to Assignor a promissory note for the amount of one hundred twenty thousand dollars (\$120,000) (the "Payment"). Assignor hereby acknowledges that it retains no right to use the Property and agrees not to challenge the validity of the Company's ownership of the Property.

2. Upon each request by the Company, without additional consideration, Assignor agrees to promptly execute documents, testify and take other acts at the Company's expense as the Company may deem necessary or desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Property assigned hereunder, and render all necessary assistance in making application for and obtaining original, divisional, renewal, or reissued utility and design patents, copyrights, mask works, trademarks, trade secrets, and all other technology and intellectual property rights throughout the world related to any of the Property, in the Company's name and for its benefit. In the event the Company is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor. Assignor hereby waives and quitclaims to the Company any and all claims, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Property assigned hereunder.

3. Assignor further agrees to deliver to the Company upon execution of this Agreement any and all tangible manifestations of the Property, including, without limitation, all notes, records, files and tangible items of any sort in its possession or under its control relating to the Property. Such delivery shall include all present and predecessor versions. In addition, Assignor agrees to provide to the Company from and after the execution of this Agreement and at the expense of the Company competent and knowledgeable assistance to facilitate the transfer

of all information, know-how, techniques, processes and the like related to such tangible manifestation and otherwise comprising the intangible aspects of the Property.

4. Assignor represents and warrants to the Company that (a) Assignor is the sole owner of the Property and has full and exclusive right to assign the rights assigned herein, (b) Assignor has full right and power to enter into and perform this Agreement without the consent of any third party, (c) all of the Property is free and clear of all claims, liens, encumbrances and the like of any nature whatsoever, (d) the Property is an original work of Assignor, (e) none of the Property infringes, conflicts with or violates any patent or other intellectual property right of any kind (including, without limitation, any trade secret) or similar rights of any third party, (f) Assignor was not acting within the scope of employment or other service arrangements with any third party when conceiving, creating or otherwise performing any activity with respect to the Property, (g) the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any arrangement, understanding or agreement to which Assignor is a party or by which Assignor is bound, (h) Assignor has maintained the Property in confidence and has not granted, directly or indirectly, any rights or interest whatsoever in the Property to any third party, and (i) the assets, both tangible and intangible, listed on Exhibit A hereto, constitute all assets that comprise and/or relate to the Property, and are necessary for the development and use of the Property.

5. Assignor further represents and warrants to the Company that no claim, whether or not embodied in an action past or present, of any infringement, of any conflict with, or of any violation of any patent, trade secret or other intellectual property right or similar right, has been made or is pending or threatened against Assignor relative to the Property. Assignor agrees to promptly inform the Company of any such claim arising or threatened in the future with respect to the Property or any part thereof.

6. Assignor will indemnify and hold harmless the Company, from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of any representation or warranty of Assignor (a "Claim") set forth in this Agreement, provided that the Company gives Assignor written notice of any such Claim and Assignor has the right to participate in the defense of any such Claim at its expense.

7. This Agreement and the Exhibits attached hereto constitute the entire, complete, final and exclusive understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes any other prior or contemporaneous oral understanding or agreement or any other prior written agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the parties hereto.

8. This Agreement will be governed and construed in accordance with the laws of the State of Colorado as applied to transactions taking place wholly within Colorado between Colorado residents. Assignor hereby expressly consents to the personal jurisdiction of the state and federal courts located in Boulder County, Colorado for any lawsuit filed there against Assignor by the Company arising from or related to this Agreement.

9. If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

10. Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

11. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this TECHNOLOGY ASSIGNMENT AGREEMENT as of the date set forth above.

NOVATIX CORPORATION,
a Delaware Corporation

By: Paul Panepinto
(signature)

Name: Paul Panepinto
(please print name)

Title: CEO

ASSIGNOR, Send Photos Inc

By: Mike Krenenberg
(signature)

Name: Mike Krenenberg
(please print name)

Title: CTO
(if applicable)

EXHIBIT A

DESCRIPTION OF TECHNOLOGY

The transferred technology and intellectual property consist of Computer Software, Internet web site, and all pertinent intellectual property rights including trademarks, patents and logos for RedWall, Novatix Enterprise Security Suite, Policy Management Center and Outbreak Control:

Computer Software

The transferred computer software includes:

- RedWall software source code, including the Verity viewer technology integration, the Fox-It Software PDF viewer integration, the Microsoft Outlook, Outlook Express and Eudora email integration, web browser integration, shell extension, shell hook, Explorer file manager integration, setup program, documentation, user's guide, and help file.
- Novatix Enterprise Security Suite (NESS) source code, which consists of early development code for Policy Management Center (PMC) and Outbreak Control (OC).

Internet Web Site

The transferred web site design, source code and contents includes:

- Web site design, source code and contents of Novatix.com, which includes the design, source code and contents of web pages for RedWall, NESS, PMC and OC.
- E-commerce system, source code and shopping basket.
- Interface with Parature which offers hosted support services.