

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INFODATA SYSTEMS INC.		10/27/2005	CORPORATION: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IMAGE SOLUTIONS, INC.		
<b>Street Address:</b>	100 SOUTH JEFFERSON ROAD		
<b>City:</b>	WHIPPANY		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07981		
<b>Entity Type:</b>	CORPORATION: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76467112	ANNODOC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(310)277-4730		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	310-277-4110		
<b>Email:</b>	ryanni@mwe.com		
<b>Correspondent Name:</b>	RAMI S. YANNI		
<b>Address Line 1:</b>	2049 CENTURY PARK EAST, 34TH FLOOR		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	74983-13		
<b>NAME OF SUBMITTER:</b>	RAMI S. YANNI		
<b>Signature:</b>	/RAMI S. YANNI/		
<b>Date:</b>	11/27/2005		

CH \$40.00 76467112

**Total Attachments: 8**

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AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

THIS AGREEMENT AND PLAN OF MERGER AND REORGANIZATION is dated as of July 22, 1997, by and among AMBIA Corporation, a California corporation ("AMBIA"); Alan Fisher and Razi Mohiuddin (the "Shareholders"); Software Partners, Inc., a Delaware corporation ("SPI"); Infodata Systems Inc. a Virginia corporation ("Infodata"); and AMBIA Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Infodata ("Acquisition").

ARTICLE I

DEFINITIONS

1.01 Definitions. The following terms shall have the following meanings for purposes of this Agreement:

"Affiliate" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act.

"Agreement" means this Agreement, all Exhibits hereto, and all amendments made hereto and thereto by written agreement among the parties.

"AMBIA Benefit Plans" has the meaning set forth in Section 4.13(b) hereof.

"AMBIA Confidential Information" means all confidential information concerning AMBIA or its Affiliates that (i) is not and has not become ascertainable or obtainable from public or published information, (ii) is not received from a third party or is received from a third party pursuant to the authorization of AMBIA, SPI or either or both of the Shareholders in connection with Infodata's due diligence review of AMBIA, (iii) was not in Infodata's possession prior to disclosure thereof to Infodata in connection with the transactions contemplated herein, and (iv) was not independently developed by Infodata.

"AMBIA Equity Incentive Plan" means the incentive stock and stock option plan dated June 1, 1996, pursuant to which AMBIA has reserved up to 500,000 shares of AMBIA common stock, no par value per share, for issuance as restricted stock or stock bonuses or upon exercise of stock options granted under such plan.

"AMBIA Material Adverse Change" means a change (or circumstance involving a prospective change) that has or can reasonably be expected to have a material, adverse impact on the business, operations, assets, liabilities, results of operations, cash flows or condition (financial or otherwise) of AMBIA, taken as a whole.

#### Section 4.13 ERISA.

(a) With respect to each employee benefit plan (including, without limitation, any employee benefit plan", as defined in Section 3(3) of ERISA), and any material bonus, pension, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, retirement, vacation, severance, disability, death benefit, hospitalization, insurance or other plan, arrangement or understanding (whether or not legally binding) (all the foregoing being herein called the "AMBIA Benefit Plans"), maintained or contributed to by AMBIA, AMBIA has made available to Infodata a true and correct copy of, where applicable, (i) the most recent annual report (Form 5500) filed with the IRS, (ii) such AMBIA Benefit Plan, (iii) each trust agreement and group annuity contract, if any, relating to such AMBIA Benefit Plan and (iv) the most recent actuarial report or valuation relating to a AMBIA Benefit Plan subject to Title IV of ERISA. None of the AMBIA Benefit Plans are multiemployer plans within the meaning of Section 3(37) of ERISA. Each of the AMBIA Benefit Plans covered by ERISA (a) has been operated in all material respects in accordance with ERISA, (b) has not engaged in any prohibited transactions (as such term is defined in Section 406 of ERISA) and (c) has met the minimum funding standards of Section 412 of the Code. No material reportable event (within the meaning of Section 4043 of ERISA) has occurred and is continuing with respect to any such Plan. AMBIA has never terminated any pension plan or withdrawn from any multiemployer pension plan.

(b) With respect to AMBIA Benefit Plans, in the aggregate, no event has occurred, and to the knowledge of AMBIA or the Shareholders, there exists no condition or set of circumstances which are reasonably likely to occur in connection with which AMBIA would be subject to any liability, that would result in an AMBIA Material Adverse Effect (except liability for benefits claims and funding obligations payable in the ordinary course), under ERISA, the Code or any other applicable law.

(c) Except as set forth in Exhibit 4.13 attached hereto, with respect to AMBIA Benefit Plans, in the aggregate, there are no funded benefit obligations for which contributions have not been made or properly accrued and there are no unfunded benefit obligations which have not been accounted for by reserves, or otherwise properly footnoted in accordance with GAAP on the Financial Statements, which obligations are reasonably likely to result in an AMBIA Material Adverse Effect.

#### Section 4.14 Intellectual Property.

(a) Exhibit 4.14 is an accurate and complete list of all of AMBIA's Intellectual Property, and reflects AMBIA's Intellectual Property that has been duly and properly registered in any jurisdiction. Except as otherwise specified in Exhibit 4.14, AMBIA owns, has the right to use,

sell, license, dispose of, and to bring actions for the misappropriation of AMBIA's Intellectual Property, and to the best of SPI's, the Shareholders' and its knowledge, without any conflict with or infringement of the rights of others, free and clear of all liens, charges or encumbrances or other restrictions of any kind.

(b) AMBIA has taken reasonable steps to safeguard and maintain the secrecy and confidentiality of, and protect its proprietary rights in, its Intellectual Property.

(c) Except as set forth in Exhibit 4.14 attached hereto and to the knowledge of AMBIA, no claim is pending or, to the knowledge of AMBIA, SPI or the Shareholders, threatened to the effect that the present or past operations of AMBIA infringe upon or conflict with the rights of others with respect to any Intellectual Property and no claim is pending or threatened to the effect that any of the Intellectual Property is invalid or unenforceable. To AMBIA's knowledge, no contract, agreement or understanding with any party exists which would materially impede or prevent the continued use by AMBIA of the entire right, title and interest of AMBIA in and to the Intellectual Property.

Section 4.15 Change in Control. Except as set forth in Exhibit 4.15, AMBIA is not a party to any contract, agreement or understanding which contains a "change in control" provision or "potential change in control" provision.

Section 4.16 Brokers; Finders. Neither AMBIA, SPI nor the Shareholders have retained any broker or finder in connection with the transactions contemplated herein so as to give rise to any valid claim against AMBIA or Infodata for any brokerage or finder's commission, fee or similar compensation.

Section 4.17 Operations of AMBIA. Except as set forth in Exhibit 4.17 attached hereto, AMBIA has not since March 31, 1997:

(a) amended its articles of incorporation or bylaws or merged with or into or consolidated with any other person, subdivided or in any way reclassified any shares of its capital stock or changed or agreed to change in any manner the rights of its outstanding capital stock or the character of its business;

(b) issued or sold or purchased, or issued options or rights to subscribe to, or entered into any contracts or commitments to issue or sell or purchase, any shares of its capital stock;

(c) waived any right of material value to its business which in each instance is worth in excess of \$10,000.00 or in the aggregate is worth greater than \$25,000.00;

(d) made any change in its accounting methods or practices or made any change in depreciation or amortization policies or rates adopted by it;

IN WITNESS WHEREOF, AMBIA, SPI, Infodata the Shareholders and Acquisition have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

ATTEST/WITNESS:

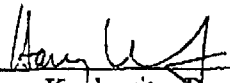
AMBIA CORPORATION

\_\_\_\_\_  
Alan Fisher, Secretary

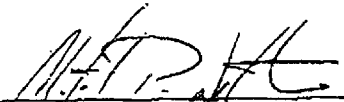
By: \_\_\_\_\_ [SEAL]  
Alan Fisher, President

INFODATA SYSTEMS INC.

  
\_\_\_\_\_  
Curtis D. Carlson, Assistant Secretary

By:  [SEAL]  
Harry Kaplowitz, President

AMBIA ACQUISITION CORPORATION

  
\_\_\_\_\_  
Christopher P. Dettmar, Secretary

By:  [SEAL]  
Harry Kaplowitz, President

SOFTWARE PARTNERS, INC.

\_\_\_\_\_  
\_\_\_\_\_, Secretary

By: \_\_\_\_\_ [SEAL]  
Alan Fisher, President

\_\_\_\_\_

\_\_\_\_\_ [SEAL]  
Alan Fisher

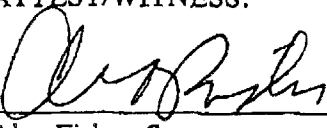
\_\_\_\_\_

\_\_\_\_\_ [SEAL]  
Razi Mohiuddin

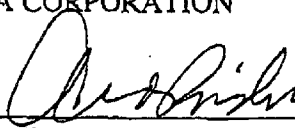
#47623.5

IN WITNESS WHEREOF, AMBIA, SPI, Infodata the Shareholders and Acquisition have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

ATTEST/WITNESS:

  
Alan Fisher, Secretary

AMBIA CORPORATION

By:  [SEAL]  
Alan Fisher, President

INFODATA SYSTEMS INC.

\_\_\_\_\_  
Curtis D. Carlson, Assistant Secretary

By: \_\_\_\_\_ [SEAL]  
Harry Kaplowitz, President

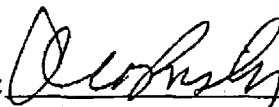
AMBIA ACQUISITION CORPORATION

\_\_\_\_\_  
Curtis D. Carlson, Assistant Secretary

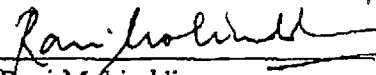
By: \_\_\_\_\_ [SEAL]  
Harry Kaplowitz, President

SOFTWARE PARTNERS, INC.

\_\_\_\_\_  
\_\_\_\_\_, Secretary

By:  [SEAL]  
Alan Fisher, President

 [SEAL]  
Alan Fisher

 [SEAL]  
Razi Mohiuddin

#47625.5

## EXHIBIT 4.14

AMBIA Intellectual PropertyA. U.S. Registered Marks\*      Registration No.      Date of Registration

- |            |                            |                  |
|------------|----------------------------|------------------|
| 1. AMBIA   | 75/102,262 (appl-ser. no.) | May 10, 1996     |
| 2. RE:MARK | 2,030,704                  | January 14, 1997 |
| 3. COMPOSE | 1,993,076                  | August 13, 1996  |
| 4. AERIAL  | 2,046,043                  | March 18, 1997   |

B. U.S. Pending Marks      Application No.      Date of Filing

- |           |            |              |
|-----------|------------|--------------|
| 1. AMBIA* | 75/102,262 | May 10, 1996 |
|-----------|------------|--------------|

C. Foreign Registrations

1. COMPOSE: An Application to register this mark in the U.K. was filed as Application No. 2042538 on October 25, 1995.
2. RE:MARK: Has been registered in the U.K. under No. 2012590, on February 28, 1995.
3. AMBIA: An Application to register this mark in the U.K. was filed as Application No. 2107202 on August 1, 1996.

D. Unregistered Marks

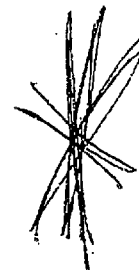
1. SIGNET™

E. Licensed Rights.

AMBIA has certain contractual and license rights to Intellectual Property under the following agreements:

1. Adobe Acrobat Software Trademark License Agreement for Third Party Developers, between AMBIA and Adobe Systems Incorporated, dated as of July 21, 1997, replacing that certain Logo License Agreement between SPI and Adobe Systems Incorporated, dated as of April 17, 1995.

\* These marks were originally applied for and/or registered in the name of SPI, and assigned to AMBIA pursuant to (i) that certain Agreement of Plan of Reorganization and Corporate Separation, dated May 1, 1996, which later was reaffirmed and restated by (ii) that certain Assignment, dated June 9, 1997 (the "Assignment"). The Assignment was sent to the United States Patent and Trademark Office on June 9, 1997 to be recorded, but AMBIA has yet to receive evidence of recordation.





**SHORT-FORM TRADEMARK ASSIGNMENT**

This Short-Form Trademark Assignment is entered into as of October 27, 2005 by and between INFODATA SYSTEMS INC., a Virginia corporation ("Assignor"), and IMAGE SOLUTIONS, INC., a New Jersey corporation ("Assignee"), with reference to the following facts.

Assignor has agreed to assign all of its right, title and interest in and to the trademark described in Exhibit A attached hereto (the "Mark") pursuant to that certain BILL OF SALE AND GENERAL ASSIGNMENT ("Assignment"), effective as of September 15, 2005, by and between Assignor and Assignee.

NOW, THEREFORE, in consideration of the premises herein set forth and pursuant to Assignor's obligations under the Assignment, Assignor hereby assigns, grants, conveys, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Mark.

IN WITNESS WHEREOF, the parties hereto have caused this Short-Form Trademark Assignment to be executed as of the date first set forth above.

INFODATA SYSTEMS INC.,  
a Virginia corporation

By: Kenneth R. Bartzee

Name: KENNETH R. BARTZEE

Title: PRESIDENT

IMAGE SOLUTIONS, INC.,  
a New Jersey Corporation

By: Peter Kim

Name: Peter Kim

Title: CFO / VP

**EXHIBIT A**

COUNTRY	TRADEMARK INT'L CLASS	GOODS	REG No. & DATE	APP No. & DATE
United Kingdom	COMPOSE IC 9	Computers; scientific, electric, electronic apparatus and instruments, all for the receiving, processing, transmitting, storing, relaying, inputting or outputting of data; word processors; monitoring and editing apparatus, all for use with the aforesaid goods; telecommunications apparatus and instruments; data logging and storage devices; visual display units; printers; plotters; computer memory storage devices and controllers; optical and magneto-optical disc drives; font cartridges; electronic apparatus and instruments, all utilizing computer programs and for the control of computers, machines or of machine tools; electronic games; instructional and teaching apparatus and instruments; facsimile telegraphy apparatus; apparatus for the processing, recording, transmission or reproduction of video or images; parts and fittings for all the aforesaid goods; computer programs and software; computer programs for simplifying production of computer generated documents and for generating composite documents from document collections; computer programs and data recorded in computer accessible form; signal- and data-storage media; magnetic wires, magnetic tapes, magnetic and optical discs and cards; computer memory storage tapes and cartridges; punched (encoded) cards and punched (encoded) tapes; magnetic tapes and magnetic and optical discs bearing sound or video recordings.	2042538 30 JAN 1998	2042538 25 OCT 1995
USA	COMPOSE IC 9	Computer programs for simplifying production of computer generated documents and for generating composite documents from document collections and documentation sold together therewith.	1,993,076 13 AUG 1996	74/698,310 07 JUL 1995

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