

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 |
| Falcon Informatics | | 12/13/2005 | CORPORATION: |
| RECEIVING PARTY DATA | | | |
| Name: | IMAGE TREE CORPORATION | | |
| Street Address: | 1085 Van Voorhis Road | | |
| Internal Address: | United Center, Suite 390 | | |
| City: | Morgantown | | |
| State/Country: | WEST VIRGINIA | | |
| Postal Code: | 26507 | | |
| Entity Type: | CORPORATION: | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2965887 | FALCON INFORMATICS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (304)599-1845 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Email: | tmgdoc@intellevate.com | | |
| Correspondent Name: | Spilman Thomas & Battle PLLC | | |
| Address Line 1: | 990 Elmer Prince Drive, Suite 205 | | |
| Address Line 4: | Morgantown, WEST VIRGINIA 25604-4474 | | |
| ATTORNEY DOCKET NUMBER: | 012608.0004 | | |
| NAME OF SUBMITTER: | John E Grosselin | | |
| Signature: | /John E Grosselin/ | | |
| Date: | 05/03/2006 | | |

CH \$40.00 2965887

Total Attachments: 16

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source=Depart of State IHR-FALCON#page3.tif

LAMM, RUBENSTONE, TOTARO & DAVID, LLC

3600 HORIZON BOULEVARD, SUITE 200
TREVOSE, PA 19053

WWW.LRTD.COM

Sherry D. Lowe, Esquire
Direct Dial No.: (215) 244-2454
slowe@lrrtd.com

December 15, 2005

FAX: (215) 638-9330
(215) 638-2867

VIA FEDERAL EXPRESS

Jeffrey Kurtzman, Esquire
Klehr, Harrison, Harvey, Branzburg & Ellers, LLP
260 S. Broad Street
Philadelphia, PA 19102


Re: Lender: Bank of America, N.A., Successor by Merger to Bank National Bank, Successor by Merger to Progress Bank
Borrower: International Hardwood Consulting, Inc. d/b/a International Hardwood Resources, Inc.
Co-Borrower: IHR, LLC.
Personal Guarantor: Adam R. Rousselle
Limited Guarantor: Catherine Rousselle
Loan Nos.: 0001819432/26 and 0001819432/34
Our File No. 12769-365

Dear Mr. Kurtzman:

Enclosed please find two original Secured Party's Bill of Sale executed by Bank of America, N.A., my client. Please have your client execute the same, and return one fully executed original to me. Thank you.

Very truly yours,

LAMM, RUBENSTONE,
TOTARO & DAVID, LLC

By: 
Sherry D. Lowe, Esquire

SDL/md
Enclosure

cc: Bank of America, NA

SECURED PARTY'S BILL OF SALE

This Secured Party's Bill of Sale is made this 13~~th~~ day of December, 2005, between ImageTree Corporation, with a last known address of 150 Clay Street, Ste. 207, Morgantown, WV 26501 ("Buyer"), and Bank of America, NA, Successor by Merger to Fleet National Bank, Successor by Merger to Progress Bank, with an office at 111 Westminster Street, Providence, RI 02903 ("Secured Party").

WITNESSETH:

WHEREAS, the Secured Party has a perfected security interest in the business assets of International Hardwood Consulting, Inc. d/b/a International Hardwood Resources, Inc. ("International Hardwood"), and IHR, LLC ("IHR," and together with International Hardwood, the "Borrowers"), including the assets described on Exhibit "A" (the "Collateral"); and

WHEREAS, the indebtedness secured by the Collateral is in default, and the Secured Party has the right to foreclose upon and sell said Collateral pursuant to Section 9-610 of the Uniform Commercial Code, as adopted in the Commonwealth of Pennsylvania ("UCC"), 13 Pa.C.S.A. §9-610 (the "Code"); and

WHEREAS, the Buyer desires to purchase the Collateral from the Secured Party for an amount of Two Hundred Thousand Dollars (\$200,000.00); and

WHEREAS, the Secured Party sent out a Notification of Disposition of Collateral ("Notification") on or about November 22, 2005, regarding its intent to sell the Collateral in a private sale to the Buyer, due to the default of the Secured Party, pursuant to §9-611, *et seq.*, of the Code; and

WHEREAS, the Notification has expired, permitting the Secured Party to sell the Collateral to the Buyer in a private sale.

WHEREAS, the Buyer has requested a Warranty of Title from the Secured Party, and the Secured Party has agreed to a limited Warranty of Title conditioned entirely upon the accuracy of the Warranty of Title by the Borrower (attached hereto as Exhibit "B"), wherein the Borrower, *inter alia*, represents that it is the owner of the Assets listed on Exhibit "A" attached hereto.

WHEREAS, the Notification has expired, permitting the Secured Party to sell the Collateral to the Buyer in a private sale.

NOW, THEREFORE, in consideration of the foregoing promises and the payment of Two Hundred Thousand Dollars (\$200,000.00) and other good and valuable consideration (the "Purchase Price"), the receipt and sufficiency of which are hereby acknowledged, the Secured Party does hereby grant, bargain, sell, assign, transfer and convey unto the Buyer, its successors and assigns, all of its right, title and interest in and to the Collateral, upon and subject to the terms described herein.

TRADEMARK

REEL: 003301 FRAME: 0980

THE SECURED PARTY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE TITLE TO THE COLLATERAL (EXCEPT THAT IT WARRANTS TITLE CONDITIONED UPON AND TO THE EXTENT OF THE ACCURACY OF THE INFORMATION CONTAINED IN THE WARRANTY OF TITLE BY THE BORROWER, ATTACHED HERETO AS EXHIBIT "B"); THE CONDITION, DESIGN, OR QUALITY OF THE COLLATERAL; THE FITNESS OF THE COLLATERAL FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE COLLATERAL; COMPLIANCE OF THE COLLATERAL WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT OR TRADEMARK INFRINGEMENT; LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE COLLATERAL OR THE CONFORMITY OF THE COLLATERAL TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE, OR PERFORMANCE OF THE COLLATERAL; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE COLLATERAL. THE BUYER ALSO ACKNOWLEDGES THAT SECURED PARTY HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE COLLATERAL.

THE SECURED PARTY SHALL HAVE NO LIABILITY TO THE BUYER OR ANY PERSON WHOMSOEVER (INCLUDING SECURED PARTIES OR PURCHASERS OF ALL OR ANY OF THE COLLATERAL) FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY, OR CONSEQUENTIALLY BY THE COLLATERAL OR ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE COLLATERAL OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM SECURED PARTY'S OR BUYER'S NEGLIGENCE OR OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT OF THIS AGREEMENT OR THE COLLATERAL.

THE BUYER ACKNOWLEDGES THAT: (i) CERTAIN OF THE COLLATERAL BEING SOLD PURSUANT TO THIS BILL OF SALE MAY BE SUBJECT TO ONE OR MORE LICENSE AGREEMENTS OR SIMILAR AGREEMENTS AND THAT THE SALE OF SUCH COLLATERAL IS SUBJECT TO ALL TERMS AND CONDITIONS THEREOF; (ii) THE SECURED PARTY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE RELATING THERETO; AND (iii) THE SECURED PARTY SHALL HAVE NO LIABILITY OR OBLIGATION THEREFOR OR THEREUNDER.

THE BUYER ACKNOWLEDGES THAT: (i) THE BUYER HAS EITHER CONDUCTED A SEARCH TO DETERMINE THE EXISTENCE OF ANY SECURED PARTIES WITH RESPECT TO THE COLLATERAL AS IT DEEMS NECESSARY AND APPROPRIATE TO DETERMINE THE EXISTENCE OF ANY SUCH SECURED PARTIES OR HAS HAD AN OPPORTUNITY TO DO SO, BUT HAS ELECTED NOT TO DO SO; (ii) THE SECURED PARTY HAS NOT SENT A NOTIFICATION OF DISPOSITION OF COLLATERAL TO ANY PERSON OR ENTITY THAT MAY HAVE A SECURITY INTEREST IN SUCH COLLATERAL WHOSE EXISTENCE MAY HAVE BEEN DETERMINED AS A RESULT OF ANY SEARCHES CONDUCTED BY THE BUYER; AND (iii) THE BUYER IS SATISFIED AS TO THE OWNERSHIP AND LIEN STATUS OF SUCH COLLATERAL.

The Buyer acknowledges that the Secured Party has made no representation or warranty concerning whether all of the Collateral is in existence or operational. **THE BUYER PURCHASES THE COLLATERAL "AS-IS" AND WHERESOEVER LOCATED, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND,** except as otherwise set forth herein. The Buyer accepts the Collateral subject to the terms of this Bill of Sale.

The Buyer further acknowledges that the Collateral transferred hereby does not include any real property or any leasehold interest or other interest in real property.

The Buyer agrees to be responsible for all taxes, liens, charges, and encumbrances that now exist or hereafter are incurred, assessed or imposed on the Collateral or as a result of the ownership or sale of the Collateral.

For purposes of this Bill of Sale, faxed signatures shall be deemed as originals.

IN WITNESS WHEREOF, intending to be legally bound, this instrument has been executed on the date first above written.

**SECURED PARTY: BANK OF AMERICA, NA.,
Successor by Merger of Fleet National Bank, Successor
By Merger of Progress Bank**

Dated: 12/3/05

By: 

Name: EDMOND T. GIORGI

Title: Vice President

AGREED TO:

BUYER: IMAGETREE CORPORATION

Dated:

By: 

Name: Mark A. Radtke

Title: Chief Executive Officer

EXHIBIT "A"

To: *Claudia*

10 Columbia St. N.Y.
215-851-1420

TO Vince Capone

EXHIBIT "A"

- (1) All software *
- (2) Brand Name
- (3) Source Code
- (4) Patents and Patents' Application
- (5) And the following Inventory:

| | | |
|-------------------------------------|-----|----|
| Viewsonic monitors p2210b | 22" | 13 |
| Zip 250 external drive | | 1 |
| Acron p4 systems | | 10 |
| Gateway p4 systems | | 1 |
| HP pavilion A 350 n | | 1 |
| hp pavilion A 262 n | | 1 |
| hp design jet 2590 cp with standard | | 1 |
| Bustak usb 1304 | | 1 |
| sony printers | | 3 |
| hp NX 6010 | | 1 |
| hp 4500 | | 1 |
| 3 com switches | | 2 |
| sonic wall firewall | | 1 |
| compaq mi 530 | | 3 |
| belkin 4 port | | 1 |
| compaq mi 530 | | 1 |
| 146 GB HP | | 5 |
| hp storage work lun | | 1 |
| 146 GB harddrives | | 3 |
| apc su3000w | | 1 |
| apc su 3000 battery pack | | 1 |
| overland power loader k-01 | | 1 |
| lacie harddrive external 1TB | | 1 |
| Dlink Gigabit | | 1 |
| APC 700 id | | 1 |
| APC 1500 w | | 1 |
| welstone 424 rack w frame | | 1 |
| HP Plotter | | 1 |
| smartclick freelite | | 2 |
| jet direct | | 1 |

Clifford
President

EXHIBIT "B"

BORROWER'S WARRANTY OF TITLE

This Warranty of Title is made and delivered as of December 2, 2005 by International Hardwood Consulting, Inc. d/b/a International Hardwood Resources, Inc. ("Borrower") to Bank of America, N.A., as successor by merger to Fleet National Bank, successor by merger to Progress Bank ("Secured Party") and ImageTree Corporation ("Buyer").

WHEREAS, Secured Party proposes to sell to Buyer those assets of Borrower which are listed on Schedule "A" annexed hereto and made a part hereof (collectively, the "Assets") in a transaction pursuant to Section 9-610 of the Uniform Commercial Code, as enacted in the Commonwealth of Pennsylvania ("UCC"); and

WHEREAS, in consideration of its agreement to sell and to acquire the Assets, respectively, the Secured Party and the Buyer have requested the Borrower to represent and warrant that the Borrower has good and marketable title to the Assets, subject only to those liens on and security interests in or encumbering the Assets, as reflected in various recorded UCC-1 financing statements applicable to the Borrower and/or the Assets; and

WHEREAS, in order to facilitate the transaction contemplated by the Secured Party and the Buyer, the Borrower has consented to execute and deliver this Warranty of Title.

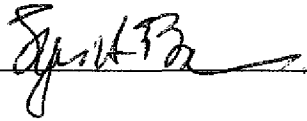
NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Borrower hereby represents and warrants to the Secured Party and the Buyer that, as of the date hereof, Borrower holds good and marketable title to the Assets, subject only to those liens on and security interests in the Assets as set forth in recorded UCC-1 financing statements (and possibly "secret unrecorded liens" of which Borrower has no knowledge) against the Buyer or the Assets and that such Assets are not leased from, consigned to, or otherwise subject to the control or possessory or other rights of any third party person or entity (other than licensing rights with respect to any software included in the Assets). Borrower further represents and warrants that, except for the Secured Party acting in furtherance of its rights as a foreclosing lender under the UCC, no person or entity has any power or authority at this time to sell or otherwise dispose of the Assets other than the Borrower.

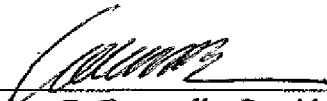
For a period of sixty days, commencing on the date hereof, Borrower shall indemnify the Secured Party to the extent of Borrower's representations and warranties herein stated up to the amount of \$50,000, for any actual losses (other than out of pocket expenses, including legal expenses) incurred by Secured Party directly resulting from a warranty or representation herein expressed by Borrower being determined to be false or materially misleading by a court of competent jurisdiction. This limited indemnification shall expire and be of no further effect on and after the sixtieth day following the date of this Warranty of Title.

IN WITNESS WHEREOF, intending to be legally bound, this instrument has been executed as of date first above written.

ATTEST:

INTERNATIONAL HARDWOOD
CONSULTING, INC., d/b/a INTERNATIONAL
HARDWOOD RESOURCES, INC.



By: 

Adam R. Rousselle, President

To: *David*

215-851-1420

To *Vince Capone*

EXHIBIT "A"

- (1) All software *
- (2) Brand Name
- (3) Source Code
- (4) Patents and Patents' Application
- (5) And the following Inventory:

| | | |
|-------------------------------------|----|----|
| Viewsonic monitors p2210b | 22 | 13 |
| Zip 250 external drive | | 1 |
| Aopen p4 systems | | 10 |
| Gateway p4 systems | | 1 |
| HP pavilion A 350 n | | 1 |
| hp pavilion A 242 n | | 1 |
| hp design jet 2590 cp with standard | | 1 |
| Bustak usb 1304 | | 1 |
| sony printers | | 3 |
| hp NX 6010 | | 1 |
| hp 4500 | | 1 |
| 3 com switchs | | 2 |
| sonic wall firewall | | 1 |
| sonic wall firewall | | 3 |
| belkin 4 port | | 1 |
| compaq ml 530 | | 1 |
| 148 GB HP | | 5 |
| hp storage work lun | | 1 |
| 148 GB harddrives | | 3 |
| apc su3000d | | 1 |
| apc su 3000 battery pack | | 1 |
| overland power loader R-01 | | 1 |
| lacie harddrive external 1TB | | 1 |
| Link Gigabit | | 1 |
| APC 700 id | | 1 |
| APC 1500 id | | 1 |
| wireline 424 rack w frame | | 1 |
| HP Plotter | | 1 |
| smardlak firewall | | 2 |
| jet direct | | 1 |

William
President

BORROWER'S WARRANTY OF TITLE

This Warranty of Title is made and delivered as of December 2, 2005 by International Hardwood Consulting, Inc. d/b/a International Hardwood Resources, Inc. ("Borrower") to Bank of America, N.A., as successor by merger to Fleet National Bank, successor by merger to Progress Bank ("Secured Party") and ImageTree Corporation ("Buyer").

WHEREAS, Secured Party proposes to sell to Buyer those assets of Borrower which are listed on Schedule "A" annexed hereto and made a part hereof (collectively, the "Assets") in a transaction pursuant to Section 9-610 of the Uniform Commercial Code, as enacted in the Commonwealth of Pennsylvania ("UCC"); and

WHEREAS, in consideration of its agreement to sell and to acquire the Assets, respectively, the Secured Party and the Buyer have requested the Borrower to represent and warrant that the Borrower has good and marketable title to the Assets, subject only to those liens on and security interests in or encumbering the Assets, as reflected in various recorded UCC-1 financing statements applicable to the Borrower and/or the Assets; and

WHEREAS, in order to facilitate the transaction contemplated by the Secured Party and the Buyer, the Borrower has consented to execute and deliver this Warranty of Title.

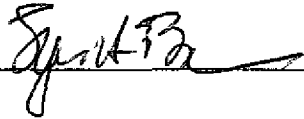
NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Borrower hereby represents and warrants to the Secured Party and the Buyer that, as of the date hereof, Borrower holds good and marketable title to the Assets, subject only to those liens on and security interests in the Assets as set forth in recorded UCC-1 financing statements (and possibly "secret unrecorded liens" of which Borrower has no knowledge) against the Buyer or the Assets and that such Assets are not leased from, consigned to, or otherwise subject to the control or possessory or other rights of any third party person or entity (other than licensing rights with respect to any software included in the Assets). Borrower further represents and warrants that, except for the Secured Party acting in furtherance of its rights as a foreclosing lender under the UCC, no person or entity has any power or authority at this time to sell or otherwise dispose of the Assets other than the Borrower.


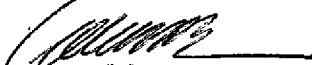
For a period of sixty days, commencing on the date hereof, Borrower shall indemnify the Secured Party to the extent of Borrower's representations and warranties herein stated up to the amount of \$50,000, for any actual losses (other than out of pocket expenses, including legal expenses) incurred by Secured Party directly resulting from a warranty or representation herein expressed by Borrower being determined to be false or materially misleading by a court of competent jurisdiction. This limited indemnification shall expire and be of no further effect on and after the sixtieth day following the date of this Warranty of Title.

IN WITNESS WHEREOF, intending to be legally bound, this instrument has been executed as of date first above written.

ATTEST:

INTERNATIONAL HARDWOOD
CONSULTING, INC., d/b/a INTERNATIONAL
HARDWOOD RESOURCES, INC.




By: 
_____ Adam R. Rousselle, President

To: Claudia

215-851-1420

To Vince Capone

EXHIBIT "A"

- (1) All software *
- (2) Brand Name
- (3) Source Code
- (4) Patents and Patents' Application
- (5) And the following Inventory:

| | | |
|-------------------------------------|-----|----|
| Viewsonic monitors p2210b | 22" | 13 |
| Zip 250 external drive | | 1 |
| Aspen p4 systems | | 10 |
| Gateway p4 systems | | 1 |
| HP pavilion A 320 n | | 1 |
| hp pavilion A 282 n | | 1 |
| hp design jet 2580 cp with standard | | 1 |
| Buick usb 1384 | | 1 |
| sony trilions | | 3 |
| hp 10X 8010 | | 1 |
| hp 4500 | | 1 |
| 3 com switches | | 2 |
| sonic wall firewall | | 1 |
| compaq | | 3 |
| belkin 4 port | | 1 |
| compaq ml 530 | | 1 |
| 146 GB HP | | 5 |
| hp storage work tun | | 1 |
| 146 GB harddrives | | 3 |
| apc su3006d | | 1 |
| apc su 3000 battery pack | | 1 |
| overland power loader 2-01 | | 1 |
| la Cie harddrive external 1TB | | 1 |
| Link Gigabit | | 1 |
| APC 700 xl | | 1 |
| APC 1500 xl | | 1 |
| writeline 424 rack w frame | | 1 |
| HP Plotter | | 1 |
| smartdisk freelife | | 2 |
| jet direct | | 1 |

[Signature]
[Signature]
 President



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Business Entity Filing History

Date: 5/2/2006
 (Select the link above to view the Business Entity's Filing History)

Business Name History

| Name | Name Type |
|--------------------|--------------|
| FALCON INFORMATICS | Current Name |

Fictitious Names - Domestic - Information

| | |
|-------------------------------------|---------------------------------------|
| Entity Number: | 3189797 |
| Status: | Active |
| Entity Creation Date: | 12/23/2003 4:40:02 PM |
| Principal Place of Business: | 712 HYDE PARK DOYLESTOWN PA 18901- |
| Mailing Address: | No Address |

Owner Information

| | |
|--------------------|---------------------------------------|
| Owner Name: | INTERNATIONAL HARDWOOD CONSULTING INC |
|--------------------|---------------------------------------|

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Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number: 2815015 **Incorporation Date / Formation Date:** 10/30/1997 (mm/dd/yyyy)

Entity Name: INTERNATIONAL HARDWOOD CONSULTING, INC.

Entity Kind: CORPORATION **Entity Type:** GENERAL

Residency: DOMESTIC **State:** DE

REGISTERED AGENT INFORMATION

Name: AMERICAN INCORPORATORS LTD.

Address: 1220 N. MARKET STREET SUITE 808

City: WILMINGTON **County:** NEW CASTLE

State: DE **Postal Code:** 19801

Phone: (302)421-5752

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

Would you like Status Status, Tax & History Information

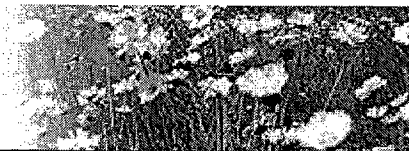
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The entity information provided on this website, free of charge, consists of the entity name, file number, incorporation/formation date, registered agent name, address, phone number and residency.

However, additional information can be obtained for a fee.

If you would like to order a Certificate of Status, Certified Copy of a filed document or a Plain Copy of same, please contact a Delaware online agent. Please [click here](#).

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