

10-19-2006

RECORDED
TR



To the Director of the U. S. Patent and Trademark Office

103323788

or the new address(es) below.

10.12.06

1. Name of conveying party(ies)/Execution Date(s):
Wells Fargo Bank (acting through Wells Fargo Business Credit operating division)

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

Citizenship (see guidelines) Minnesota

Execution Date(s) September 8, 2006

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Applied Image Group, Inc.

Internal Address: _____

Address: _____

Street Address: 1653 East Main Street

City: Rochester

State: New York

Country: United States Zip: 14609

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship New York

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Schedule B3

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Neal L. Slifkin

Internal Address: Harris Beach PLLC

Street Address: 99 Garnsey Road

City: Pittsford

State: NY Zip: 14534

Phone Number: (585) 419-8636

Fax Number: (585) 419-8812

Email Address: _____

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 08-0865

Authorized User Name _____

9. Signature:

Neal L. Slifkin
Signature

10/10/06
Date

Neal L. Slifkin

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



10-12-2006

10/10/2006 DBYRNE 00000034 2346842
40.00 DP
25.00 DP
01 FC:8521
02 FC:8522

**TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES**

This Agreement is dated as of September 8, 2006 and is executed in favor of Applied Image Group, Inc., a New York corporation ("Borrower") by Wells Fargo Bank, National Association, acting through its Wells Fargo Business Credit operating division, a Minnesota corporation ("Secured Party").

WHEREAS, Borrower and Secured Party entered into that certain Financing Agreement, dated as of September 4, 2002, as amended, modified or supplemented from time to time (the "Financing Agreement"), pursuant to which Secured Party extended credit to Borrower;

WHEREAS, in connection with the Financing Agreement, Borrower and Secured Party entered into that certain (i) Grant of Security Interest in Patents, Trademarks and Licenses dated as of September 4, 2002 (the "IP Security Agreement"), pursuant to which Borrower granted a security interest in its Intellectual Property Collateral (as defined below) to Secured Party, and (ii) Irrevocable Power of Attorney, dated as of September 4, 2002, each of which were filed with the appropriate offices; and

WHEREAS, Borrower has requested that Secured Party terminate, release and reassign its security interest in the Intellectual Property Collateral in connection with the termination of the Financing Agreement and the related agreements, and the payment in full of all obligations thereunder (the "Payoff Amount") pursuant to that certain Termination, Release and Indemnification Agreement, dated as of the date hereof, by and between Borrower and Secured Party;

NOW, THEREFORE, upon Secured Party's receipt of the Payoff Amount, Secured Party hereby terminates, releases and reassigns to Borrower its lien on and security interest in the following (collectively, the "Intellectual Property Collateral"), whether such lien and security interest is granted pursuant to the Financing Agreement, the IP Security Agreement or any other agreement or document:

1. Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein, including, without limitation, the patents and applications, if any, listed on Exhibit A hereto, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (the "Patent Collateral");
2. Trademarks, trademark registrations and/or applications and tradenames, including, without limitation, the trademarks and applications, if any, listed on Exhibit B hereto, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (the "Trademark Collateral");
3. Any license agreement in which Borrower is or becomes licensed to use any patents and/or trademarks owned by a third party, including, without limitation, the licenses, if any, listed on Exhibit C hereto (the "License Collateral");

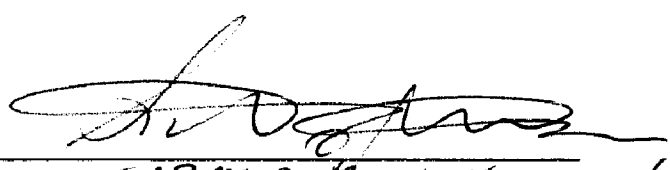
4. The goodwill of Borrower's business connected with and symbolized by the Patent Collateral, Trademark Collateral and/or the License Collateral; and
5. All cash and non-cash proceeds of the foregoing.

Secured Party further agrees to execute and deliver to Borrower any and all further documents or instruments and do any and all further acts, in each case at Borrower's cost and expense, which Borrower (or its agent or any of its designees) may reasonably request, in order to confirm this Agreement and the release by Secured Party of its lien on and security interest in the Intellectual Property Collateral, and the reassignment by Secured Party to Borrower of all of Secured Party's right, title and interest in and to the Intellectual Property Collateral.

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IN WITNESS WHEREOF, Secured Party has executed this Agreement as of the date first above written.

Wells Fargo Bank, National Association, acting through its Wells Fargo Business Credit operating division, as Secured Party

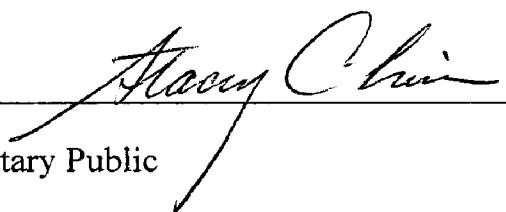
By: 
Name: SABATO MUNOZ
Title: VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF NEW YORK :
 : SS.
COUNTY OF NEW YORK :

On this 8TH day of SEPTEMBER, 2006, before me, a Notary Public, personally appeared SABATO MUTOZE, who acknowledged himself to be V.P. of Wells Fargo Bank, National Association acting through its Wells Fargo Business Credit operating division, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

My Commission Expires:

STACEY K. CHIU
Notary Public, State of New York
No. 01CH5069717
Qualified in New York County
Commission Expires ~~2007~~ MARCH 03, 2007

EXHIBIT A

PATENT COLLATERAL

None

EXHIBIT B

TRADEMARK COLLATERAL

Trademarks	Country	Status	Number	Filing Date
APPLIED IMAGE GROUP	USA	Registered	2346842	
Stylized Triangular Corporate Logo	USA	Registered	2452401	

EXHIBIT C

LICENSE COLLATERAL

None

SCHEDULE B3
(Trademarks)

MARK	REGISTRATION NUMBER	REGISTRATION DATE
APPLIED IMAGE GROUP	2,346,842	May 2, 2000
STYLIZED TRIANGULAR CORPORATE LOGO	2,452,401	May 22, 2001