

VIA FACSIMILE - 703-306-5995

RECORDATION FORM COVER SHEET  
PATENTS ONLY

Attorney Docket Number - 8765-1000

Mail Stop Assignment Recordation Services  
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Please record the attached original documents or copy thereof

1. Name of conveying party(ies): <b>Convergent Label Technology Inc.</b>	Execution Date: <b>June 25, 2004</b>	2. Name and address of receiving party(ies):  <b>Rx Label Corp. c/o Pfingsten Partners, LLC 520 Lake Cook Road Suite 375 Deerfield, IL 60015</b>
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: _____		

4. Application number(s) or patent number(s)  
If this document is being filed together with a new application, the execution date of the application is

A. Patent Application No (s)	B. Patent No.(s): <b>6,626,464 B1</b>
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Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed.  <b>WINSTON &amp; STRAWN LLP CUSTOMER NO. 28765</b>	6. Number of applications and patents involved: <u>1</u>
	7. Total fee (37 CFR 3.41): ..... \$ <u>40.00</u> Please charge to the deposit account listed in Section 8.
	8. Deposit account number: <u>50-1814</u>

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.*

Jeffrey M. Sears (Reg. No. : 48,440)  
for Daniel J. Hulseberg (Reg. No. : 36,554)

*Jeffrey M. Sears*  
Signature

October 1, 2004  
Date

Total number of pages including cover sheet

5

CH \$40.00 501814 6626464

## ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

This Assignment and Assumption of Intellectual Property (this "Assignment") is effective as of June 25, 2004, by and between Convergent Label Technology, Inc., a Florida corporation ("Seller"), and Rx Label Corp., a Delaware corporation ("Purchaser"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of June 17, 2004, by and among Purchaser, Seller, Woodside Industries, Inc., a Florida corporation, and B.C.E. Technologies, Inc., a Delaware corporation (the "Purchase Agreement").

### RECITALS

WHEREAS, pursuant to the Purchase Agreement, Seller has concurrently herewith assigned to Purchaser of all of Seller's right, title and interest in and to the Transferred Intellectual Property; and

WHEREAS, the parties hereto desire to provide for the assignment of such right, title and interest in accordance with the terms of the Purchase Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the parties hereto agree as follows:

1. Seller does hereby convey, sell, transfer, assign and deliver unto Purchaser and its designees, successors and assigns, all of Seller's worldwide right, title and interest in and to the Transferred Intellectual Property.
2. Seller shall from and after the date hereof, upon the reasonable request of Purchaser and its designees, successors and assigns, execute and deliver such other documents as Purchaser and its designees, successors and assigns may reasonably request to obtain the full benefit of this Assignment.
3. This Assignment shall be governed by, and construed enforced in accordance with the substantive laws of the State of Florida, without regard to its conflicts or choice of law provisions.
4. This Assignment may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

PURCHASER:

**RX LABEL CORP.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SELLER:

**CONVERGENT LABEL TECHNOLOGY, INC.**

By: *[Signature]* \_\_\_\_\_

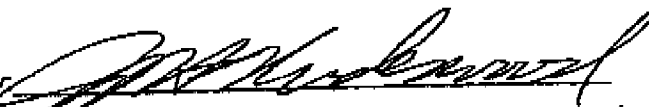
Name: John Vehey \_\_\_\_\_

Title: Secretary \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

**PURCHASER:**

**RX LABEL CORP.**

By: 

Name: John H. Underwood

Title: Vice President

**SELLER:**

**CONVERGENT LABEL TECHNOLOGY, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule 1.1 (d) Transferred Intellectual Property**

1. U.S. non-provisional patent application, Case Docket No. 38763.1540, filed in the U.S. Patent and Trademark Office on September 17, 2003. An executed assignment for this patent application is being pursued and will be delivered at Closing.
2. Patent No. US 6,626,464 B1, dated September 30, 2003.
3. Non-Exclusive Limited License to Manufacture, dated September 1, 2003, by and between Scriptchek Visual Verification Systems, Inc. and Seller.
4. See confidentiality agreements on Schedule 1.1(d).