

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Execution Date
Gary Robinson	11/14/2008

RECEIVING PARTY DATA

Name:	FOTO-WEAR, INC.
Street Address:	101 Pocono Drive
City:	Milford
State/Country:	PENNSYLVANIA
Postal Code:	18708

PROPERTY NUMBERS Total: 22

Property Type	Number
Patent Number:	5139917
Patent Number:	5948586
Patent Number:	6083656
Patent Number:	6087061
Patent Number:	6096475
Patent Number:	6245710
Patent Number:	6265128
Patent Number:	6294307
Patent Number:	6331374
Patent Number:	6338932
Patent Number:	6340550
Patent Number:	6358660
Patent Number:	6383710
Patent Number:	6410200
Patent Number:	6423466

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Patent Number:	6509131
Patent Number:	6531216
Patent Number:	6786994
Patent Number:	6849312
Patent Number:	6875487
Patent Number:	7021666
Patent Number:	7220705

CORRESPONDENCE DATA

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Email: msmolow@smolowlaw.com
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Address Line 1: 720 Hampton Road
Address Line 4: Shavertown, PENNSYLVANIA 18708

ATTORNEY DOCKET NUMBER:	181.001
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NAME OF SUBMITTER:	Mitchell A. Smolow
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Total Attachments: 5
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Foto-Wear

**RELEASE AND COVENANT NOT TO SUE
(Gary Robinson)**

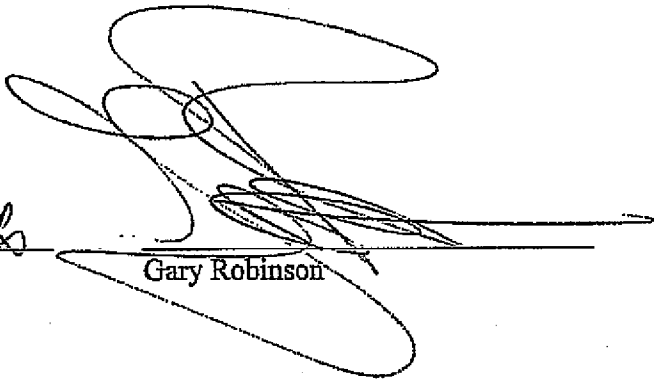
For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned Gary Robinson (the "Releasor") hereby, on behalf of himself and his successors, representatives, employees, heirs and assigns, release and forever discharge Quality Image Corporation, K&H Investments, LLC ("K&H"), Francis J Hoegen, Edward Harsche, and Richard Harsche, their heirs, successors, personal representatives, assigns, attorneys, employees, and agents (collectively, the "Releasees"), and each of them, from any and all debts, demands, actions, causes of actions, suits, accounts, covenants, contracts, agreements, damages, and any and all claims, demands and liabilities whatsoever of every name, nature and kind in any forum, both in law and in equity, which against Releasees, or any of them, the Releasor, now has or ever had, or may have in the future, known or unknown, from the beginning of the world to this date and especially, without limitation, on account of a certain trustee process commenced in the Superior Court of Rhode Island entitled "Gary Robinson v. Foto-Wear, Inc." bearing a docket number: C.A. No.: PB 06-0539, including any and all claims to certain United States Patents: Nos. 5,948,586; 6,083,656; 6,096,475; 6,338,932; 6,383,710; and 6,423,466, or any other patents which have been foreclosed on by Releasees as creditors of Foto-Wear or purchased by Releasees from Foto-Wear, and including any claims to royalty agreements for certain United States Patents: Nos. 5,948,586; 6,083,656; 6,096,475; 6,338,932; 6,383,710; and 6,423,466, or any other patents which have been foreclosed on by Releasees as creditors of Foto-Wear or purchased by Releasees from Foto-Wear, and including any claims to royalty payments, including those made by

Arkwright, Inc., for certain United States Patents: Nos. 5,948,586; 6,083,656; 6,096,475; 6,338,932; 6,383,710; and 6,423,466, or any other patents which have been foreclosed on by Releasees as creditors of Foto-Wear or purchased by Releasees from Foto-Wear.

This Release and covenant not to sue shall bind and inure to the benefit of all heirs, representatives, employees, successors and assigns of the Releasees and or any third party relating to the Released Matters.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 14 day of November, 2008.

Mary C. Middlebush
Witness



Gary Robinson

Release Covenant Not to Sue (GR) final

TRANSFER STATEMENT

A. Foto-Wear, Inc., a New Jersey Corporation (the "**Company**") is obligated to K&H Investments, LLC, a Pennsylvania Limited Liability Company ("**K&H**"), pursuant to that Demand Note dated January 19, 2004 in the original principal sum of [REDACTED], together with interest, fees and other amounts due under such Demand Note (the "**K&H Indebtedness**"). Pursuant to the Security Agreement dated January 19, 2004 (the "**K&H Security Agreement**"), the Company pledged to K&H its General Intangibles, including but not limited to all present and future patents, all products and proceeds thereof, and all books and records relating thereto (the "**Interests**"). The Company is also obligated to Quality Image Corp., a Delaware Corporation ("**QIC**"), pursuant to that Demand Note dated January 5, 2005 in the original principal sum of [REDACTED], together with interest, fees and other amounts due under such Demand Note (the "**QIC Indebtedness**"). Pursuant to the Security Agreement dated January 5, 2005 (the "**QIC Security Agreement**"), the Company pledged to QIC its General Intangibles, including but not limited to the Interests. The Interests include the patents and patent applications listed on Exhibit A attached hereto.

B. The Company has defaulted on the QIC Indebtedness and the K&H Indebtedness, which indebtedness is secured by the Interests.

C. K&H and QIC (together, the "**Secured Parties**") have exercised their post-default remedies with respect to the Interests in accordance with the New Jersey Uniform Commercial Code (the "**New Jersey UCC**") by conducting a disposition of the Interests at public auction on January 3, 2008.

D. By reason of the Secured Parties' exercise of their remedies under the New Jersey UCC, QIC and K&H (together, "**Transferees**") have acquired the rights of Debtor in the Interests.

E. The name and mailing address of the Secured Parties are:

Quality Image Corp.
RR #9 Box 9120
Lake Ariel, Pennsylvania 19436

and

K&H Investments, LLC
152 South Franklin Street
Willkes-Barre, Pennsylvania 18702

F. The name and mailing address of the Debtor are:

Foto-Wear, Inc.
473 Easton Turnpike, Suite D
Lake Ariel, Pennsylvania 18436

G. The names and mailing addresses of the Transferees are:

Quality Image Corp.
RR #9 Box 9120
Lake Ariel, Pennsylvania 19436


and

K&H Investments, LLC
152 South Franklin Street
Willkes-Barre, Pennsylvania 18702

Dated this 7 day of January, 2008.

SECURED PARTIES:

QUALITY IMAGE CORP.

By: 
Name: Rick Harsche
Title: Authorized Signatory

and

K&H INVESTMENTS, LLC

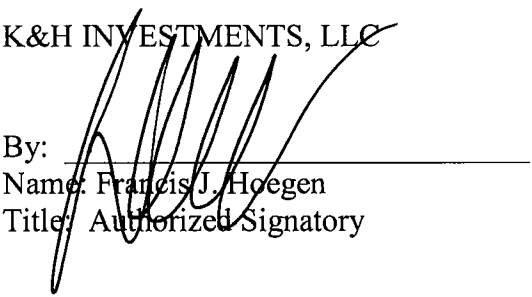
By: 
Name: Francis J. Hoegen
Title: Authorized Signatory

EXHIBIT A

United States Patent Nos. 4,966,815; 4,980,224; 5,139,917; 5,236,801; 5,620,548;
5,833,790; 5,948,586; 6,033,824; 6,083,656; 6,087,061; 6,090,520; 6,096,475; 6,245,710;
6,258,448; 6,265,128; 6,294,307; 6,331,374; 6,338,932; 6,340,550; 6,358,660; 6,383,710;
6,423,466; 6,509,131; 6,531,216; 6,539,652; 6,638,682; 6,723,773; 6,786,994; 6,849,312;
6,869,910; 6,875,487; 6,916,589; 7,008,746; 7,021,666; 7,081,324; 7,160,411 and
7,220,705.

United States Patent Published Application Nos. 20070172610; 20070172609;
20040221945; 20040059038; 20040023148; 20030008116; 20020061459; 20020058194;
20020055056; 20020015908; 20010055724; 20010044068 and 20010041301.