

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ImageTree Corporation	02/25/2010
RECEIVING PARTY DATA	
Name:	BlueCrest Venture Finance Master Fund Limited
Street Address:	P.O. Box 309, Ugland House, South Church Street
City:	George Town
State/Country:	CAYMAN ISLANDS
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12340217
CORRESPONDENCE DATA	
Fax Number:	(412)325-3324
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	412-325-3309
Email:	rjames@spilmanlaw.com
Correspondent Name:	Richard W. James
Address Line 1:	301 Grant Street
Address Line 2:	One Oxford Centre, Suite 3440
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219
ATTORNEY DOCKET NUMBER:	012608.0019
NAME OF SUBMITTER:	Richard W. James
Total Attachments: 4 source=Assignment (QuitClaim Deed) from ImageTree to BlueCrest#page1.tif source=Assignment (QuitClaim Deed) from ImageTree to BlueCrest#page2.tif source=Assignment (QuitClaim Deed) from ImageTree to BlueCrest#page3.tif source=Assignment (QuitClaim Deed) from ImageTree to BlueCrest#page4.tif	

CH \$40.00 12340217

QUITCLAIM DEED

IMAGETREE, a Delaware corporation. (the “**Debtor**”), having its principal place of business at United Center, Suite 390, 1085 Van Voohris Road, Morgantown, West Virginia 26507, for and in consideration of satisfaction, release and payment of its liabilities owed by Debtor to BLUECREST VENTURE FINANCE MASTER FUND LIMITED, a Cayman Islands limited company, having an address at P.O. Box 309, Uglan House, South Church Street, George Town, Cayman Islands (“**BlueCrest**”) by this Quitclaim Deed does hereby grant and convey to BlueCrest, its successors and assigns, all of Debtor's right, title and interest in and to general intangibles, inventory and all other personal property owned by the Debtor each of which had been pledged by the Debtor to BlueCrest as security for amounts Debtor owed to BlueCrest under the Loan Documents, as further described below (collectively, the “**Personal Property**”), which Personal Property was acquired by BlueCrest by strict foreclosure. As used herein, the “Loan Documents” shall include: (a) that certain Loan and Security Agreement dated as of June 8, 2007, as amended from time to time thereafter (the “**Loan Agreement**”) between ImageTree Corporation (“**ImageTree**” or the “**Borrower**”) and BlueCrest Venture Finance Master Fund Limited, as assignee of BlueCrest Capital Finance, L.P. (“**BlueCrest**” or the “**Lender**”); (b) that certain Amendment to Loan and Security Agreement dated August 29, 2007 between the Borrower and BlueCrest (the “**First Amendment**”); (c) that certain Amendment to Loan and Security Agreement dated January 23, 2008 between the Borrower and BlueCrest (the “**Second Amendment**”); (d) that certain Amendment to Loan and Security Agreement dated May 19, 2008 between the Borrower and BlueCrest (the “**Third Amendment**”); (e) that certain Amendment to Loan and Security Agreement dated October 22, 2008 between the Borrower and BlueCrest (the “**Fourth Amendment**”, together with the First Amendment, Second Amendment and the Third Amendment, the “**Amendments**”); (f) those certain Amended and Restated Promissory Notes dated June 8, 2007 and October 22, 2008 made by the Borrower in favor of BlueCrest, which promissory notes evidence certain Borrower’s Liabilities under the Loan Agreement as amended (the “**Promissory Notes**”); and (g) all other documents evidencing, securing, guaranteeing or otherwise relating thereto (such documents, together with the Loan Agreement, the Amendments and the Promissory Notes, referred to herein as the “**Loan Documents**”). The Personal Property includes, without limitation, for purposes of this Quit Claim Deed, the following:

(a) all general intangibles (including, without limitation, all right, title and interest which Debtor has in or under any rights to payment; payment intangibles; software; proprietary or confidential information; business records and materials; customer lists; interests in partnerships, joint ventures, business associations, corporations and limited liability companies; permits; claims in or under insurance policies (including unearned premiums and retrospective premium adjustments); and rights to receive tax refunds and other payments and rights of indemnification) (collectively, the “**General Intangibles**”);

(b) all other goods and tangible and intangible personal property of the Debtor including Intellectual Property wherever located; and, to the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing and all attachments, accessories, accessions, replacements, substitutions, additions or improvements to any of the foregoing, wherever located and all products and proceeds of the foregoing including without limitation proceeds of insurance policies insuring the foregoing and all books and records with respect thereto (collectively, with Receivables, Equipment, Fixtures, General Intangibles, Inventory, Investment Property, Accounts, Cash, Documents and Proceeds, the “**Collateral**”);

The Collateral shall also include the following **Intellectual Property**:

1. All trademarks, trade names, trade styles and services and all prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, and all designs and general intangibles of like nature, all right, title and interest therein and thereto, all registrations and recordings thereof, including, (i) all applications, registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, owned by the Debtor, including those described in the table below, and (ii) all reissues, extensions or renewals thereof and all licenses thereof (collectively, the “**Trademarks**”);

Trademark	Serial Number/TM Number	Date Filed	Status
FALCON INFORMATICS (LOGO)	2,965,887	7/12/2005	Registered
ImageTree	3,229,945	4/17/2007	Registered
ImageTree (Logo)	3,332,712	6/20/2006	Registered
YOUR FOREST SPEAKS VOLUMES	3,295,695	6/20/2002	Registered
ForestSense	3,296,972	1/25/2007	Registered
ForestCheck	3,365,066	4/25/2007	Registered

2. All patentable inventions, patent rights, shop rights, letters patent of the United States or any foreign country, all right, title and interest therein and thereto, and all registrations and recordings thereof, including (i) all Patent Registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, including those described in the table below, and (ii) all reissues, continuations, continuations-in-part or extensions thereof and all licenses thereof (collectively, the “**Patents**”);

<u>Device</u>	<u>Jurisdiction</u>	<u>Dated Filed</u>	<u>Status</u>	<u>Patent or Application Number</u>
METHOD OF FEATURE IDENTIFICATION AND ANALYSIS	United States	5/1/2007	Issued	7,212,670
REMOTE SENSING AND PROBABILISTIC SAMPLING BASED FOREST INVENTORY METHOD	United States	3/23/1007	Pending	11/728,099
METHOD OF FEATURE IDENTIFICATION AND ANALYSIS	California	5/2/2003	Pending	2,483615
IMAGE PROCESSING SOFTWARE	Finland	7/15/2004	Issued	113,988
	India	5/2/2007	Pending	2459(PCT/US03/14023)
METHOD FOR DETERMINATION OF STAND ATTRIBUTES AND A COMPUTER	United States		Issued	6,792,648

PROGRAM TO PERFORM THE METHOD STATUS: a 37.5% ownership interest was assigned to International Hardwood Consulting, Ltd. on 12/17/01 by Assignment Agreement. Interest was later assigned by International Hardwood to ImageTree on 12/1/2005 and ImageTree in discussions with Blom Kartta, owner of the remaining 62.5% interest				
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3. All copyrights including, without limitation, (i) all original works of authorship fixed in any tangible medium of expression, all right, title and interest therein and thereto, and all registrations and recordings thereof, including all applications, registrations and recordings in the Copyright Office or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, and (ii) all extensions or renewals thereof and all licenses thereof (collectively, the “**Copyrights**”);

4. All goodwill of Debtor's business symbolized by the Trademarks and all customer lists and other records of Debtor relating to the distribution of products or provision of services bearing or covered by the Trademarks;

5. All proprietary information, including formulas, patterns, compilations, programs, devices, methods, techniques or processes, that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other Persons who can obtain economic value from its disclosure or use (collectively, the “**Trade Secrets**”);

6. All claims by Debtor against any Person for past, present or future infringement of the Patents, Trademarks, Copyrights or Trade Secrets; and


7. All proceeds of the foregoing (including whatever is receivable or received when Collateral or proceeds is (are) sold, collected, exchanged, licensed or otherwise disposed of, whether such disposition is voluntary or involuntary, including rights to payment and return premiums and insurance proceeds under insurance with respect to any Collateral, and all rights to payment with respect to any cause of action affecting or relating to the Collateral).

TO HAVE AND TO HOLD the same unto BlueCrest, its successors and assigns forever.

In connection with this Quitclaim Deed, Debtor agrees to execute and deliver such other documents to take such other actions as may be necessary or desirable by BlueCrest to further the purposes of this Quitclaim Deed.

IN WITNESS WHEREOF, Debtor has caused this Quitclaim Deed to be signed as of February 25, 2010.

IMAGETREE CORPORATION,
a Delaware corporation

By: 
Name: Dean Miller
Title: Board Director