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SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)



Tab settings

To the Honorable Commissioner of Pa

100871941

ached original documents or copy thereof

1. Name of conveying party(ies):

RMS SERVICES CORP.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: May 19, 1997

2. Name and address of receiving party(ies)

Name: Radiology Medical Group, Inc.

Internal Address:

Street Address: 3366 Fifth Avenue

City: San Diego State: CA ZIP: 92103

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

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)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

11/04/1998 SBURNS 00000156 2030288
01 FC:481 40.00 OP

B. Trademark Registration No.(s) 2,030,288

Additional numbers attached? Yes No

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

Name: Marc S. Schechter, Esq.

Internal Address:

Hinchy, Witte, Wood, Anderson & Hodges

525 B Street, Suite 1500

Street Address:

City: San Diego State: CA ZIP: 92101

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Marc S. Schechter

Name of Person Signing

Signature

10-30-98

Date

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


ASSIGNMENT OF REGISTERED SERVICEMARK

WHEREAS, RMG SERVICES CORP. (formerly Radiology Medical Group, Inc.) California Corporation Number 597886, of 3366 Fifth Avenue, San Diego, California 92103 has adopted, used, and is using a mark which is registered in the United States Patent and Trademark Office, Registration No. 2,030,288, dated January 14, 1997, a copy of which is attached as Exhibit A, and

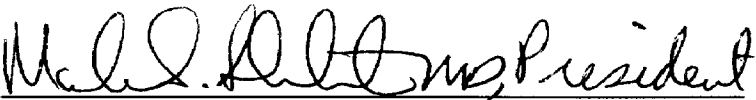
WHEREAS, RADIOLOGY MEDICAL GROUP, INC., (California Corporation Number 1998385) of 3366 Fifth Avenue, San Diego, California 92103, is desirous of acquiring said mark and the registration thereof:

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, RMG SERVICES CORP., ("Assignor") does hereby assign to RADIOLOGY MEDICAL GROUP, INC., ("Assignee") all right, title, and interest in and to the mark, and the above identified registration thereof, together with the rights, duties, and obligations of RMG SERVICES CORP., under the Exclusive License Agreement with RADIATION MEDICAL GROUP, INC., and RADIOLOGY MEDICAL GROUP, INC., hereby accepts such assignment and agrees to assume and perform all obligations of RMG SERVICES CORP., under the Exclusive License Agreement, a copy of which is attached hereto as Exhibit B.

RMG SERVICES CORP.

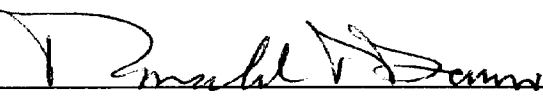
By: 
 MARK S. SCHECHTER, M.D.
 "Assignor"

RADIOLOGY MEDICAL GROUP, INC.

By:  President
 MARK S. SCHECHTER, M.D., President
 "Assignee"

Consent is hereby given to the Assignment of Registered Servicemark and the Exclusive License Agreement by RMG SERVICES CORP., to RADIOLOGY MEDICAL GROUP, INC., as set forth herein.

RADIATION MEDICAL GROUP, INC.

By: 
 RONALD T. DAVIS, MD
 PRESIDENT

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

On MAY 19, 1997, before me, DOUGLAS G. MYKING, Notary Public, personally appeared MARK S. SCHECHTER, M.D., known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

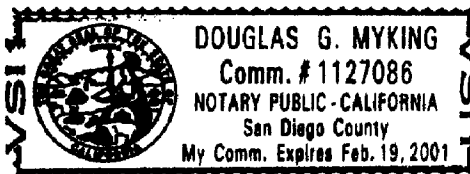
Witness my hand and official seal.

Douglas G. Myking
Notary Public

My commission expires: Feb. 19, 2001

CAPACITY CLAIMED BY SIGNER:

- Individual
- Corporate
- Officer (Title) President
- Partner
- Attorney-in-Fact
- Trustee(s)
- Trustor(s)
- Subscribing Witness
- Guardian/Conservator
- Other: _____



SIGNER IS REPRESENTING: Name of person(s) or entity(ies)

RMG SERVICES CORP. and RADIOLOGY MEDICAL GROUP, INC.

EXHIBIT A

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

Reg. No. 2,030,088

United States Patent and Trademark Office

Registered Jan. 14, 1997

**SERVICE MARK
PRINCIPAL REGISTER**

RMG

RADIOLOGY MEDICAL GROUP, INC. (CALI-
FORNIA CORPORATION)
3366 FIFTH AVENUE
SAN DIEGO, CA 92103

FIRST USE 2-1-1971, IN COMMERCE
11-0-1987.

SER. NO. 75-044,079, FILED 1-16-1996.

FOR: RADIATION THERAPY AND DIAG-
NOSTIC RADIOLOGY SERVICES, IN CLASS 42
(U.S. CLS 100 AND 101)

MARY CRAWFORD, EXAMINING ATTORNEY

EXHIBIT B

EXCLUSIVE LICENSE AGREEMENT

THIS EXCLUSIVE LICENSE AGREEMENT (the "Agreement") dated as of the ____ day of _____, 19__, is hereby made by and between RADIOLOGY MEDICAL GROUP, INC., a California corporation ("Radiology" and "Licensor") and RADIATION MEDICAL GROUP, INC., a California corporation ("Radiation" and "Licensee").

WHEREAS, Radiology is the registered owner of a service mark obtained for the logo "RMG, A Professional Corporation" which is registered in the U.S. Patent and Trademark Office, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter referred to as the "Mark");

WHEREAS, Radiology desires to provide Radiation with the right to use, reprint, market and distribute the Mark;

WHEREAS, Radiology agrees, as further described herein, to grant a license to Licensee to permit its use of the Mark in exchange for reimbursement by Radiation to Radiology of one-half (1/2) of all legal costs and filing fees associated with obtaining the Mark and future renewal expenses, as well as such other consideration as further described herein.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and the mutual covenants and agreements hereinafter set forth, it is agreed as follows:

1. Definitions.

1.1 Licensor shall mean Radiology or any assignee of Radiology's rights and/or duties under this Agreement.

1.2 Licensee shall mean Radiation or any assignee of Radiation's rights and/or duties under this Agreement.

1.3 The Mark as used herein shall mean U.S. Service Mark Serial No.: 73/731,798 issued and a renewal application pending as illustrated on Exhibit "A" attached and/or as may be later revised or amended, and any reissues or refiling thereof.

2. Ownership of Rights. Licensor is the sole and exclusive owner of all rights in and to the Mark and with the exception of the rights being licensed hereunder, all other rights relating thereto are expressly reserved by Licensor.

3. License Grant. Licensor hereby grants to the Licensee an exclusive license, without the right to assign or grant sublicenses, to use the Mark in connection with the advertising, promotion, and operation of its business. Licensor agrees it will not, during the term of this Agreement, license any other person or entity, other than Licensor's affiliated or subsidiary entities, with regard to the same rights granted to the Licensee as

described above. Nothing herein shall be construed to limit Licensor's full usage of the mark in its business.

4. Infringement of Mark. Licensor and Licensee will promptly notify each other of any actual or threatened infringement of the Mark which may come to its attention. Licensor and Licensee, will execute and do all such acts and things as may be required from time to time in order to protect their interest in the Mark under this Agreement. Licensee and Licensor may jointly take such steps as they believe necessary to protect the Mark, including bringing a lawsuit against any purported infringer. To the extent the parties bring a lawsuit under this Section, each party shall be obligated to cooperate with the other party. All expenses of such action shall be borne equally between the parties and the proceeds therefrom shall be paid one-half to each party. Except as otherwise provided in this Agreement, neither party shall be obligated to bring such a lawsuit.

5. Indemnification. Licensee and Licensor hereby agree to defend, indemnify, and hold the other party harmless against all claims, demands, damages (including, but not limited, to actual and consequential damages), causes of action, and judgments including attorneys' fees and expenses arising out of each parties improper use of the Mark. This obligation shall survive termination of this Agreement and shall be applicable to all claims regardless of the legal theory on which they are based, including, but not limited to, claims of negligence, breach of warranty, strict liability, and violation of statute or government regulations.

6. Other Service Marks/Trademarks. Except for the Mark herein described, Licensor shall have the right to obtain other patents and/or service marks and/or trademarks and enjoy all rights thereto including the right to license any or all of such rights to other parties.

7. Term. This Agreement shall commence and be effective upon the date indicated above and as to the Mark and shall run for the life of Licensor's registered ownership of the Mark, unless terminated sooner pursuant to a provision of this Agreement.

8. Termination of Agreement. The following are in addition to any other termination rights provided elsewhere in this Agreement:

8.1 Licensor shall have the right to immediately terminate this Agreement on written notice on the following events:

8.1.1 Licensee's failure to pay its ongoing proportional share of the costs associated with the Mark as set forth above.

8.1.2 Licensee's abandonment of its use of the Mark.

8.1.3 Licensee's abandonment of use of the name "Radiation Medical Group."

8.2 Upon termination of this Agreement, all rights granted herein shall revert to Licensor and Licensor may license others to use the Mark in any way whatsoever; Licensee shall refrain from all further use of the Mark immediately upon termination of this Agreement.

9. Miscellaneous Provisions.

9.1 Nonassignability. Neither this Agreement nor any interest herein shall be assignable by either party without the prior written consent of the other party which shall not be unreasonably withheld.

9.2 Notices. All notices required or permitted to be given hereunder shall be in writing and shall be sent by first-class mail, postage prepaid, deposited in the United States mail in California, and shall be addressed to the addresses set forth on the signature page of this Agreement.

9.3 Governing Law. All questions with respect to the construction of this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California; and any action to enforce or construe this Agreement shall be brought in the courts of San Diego County. The undersigned agree that the State of California shall have personal jurisdiction over each of them.

9.4 Successors. This Agreement shall inure to the benefit of, and shall be binding upon the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties hereto.

9.5 Attorneys' Fees and Costs. If any party to this Agreement shall bring any action for any relief against any other party, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party all costs plus a reasonable sum for attorneys' fees incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment. For the purposes of this section, attorneys' fees shall include, without limitation, fees incurred in the following: (i) postjudgment motions; (ii) contempt proceedings; (iii) garnishment, levy, and debtor and third-party examinations; (iv) discovery; and (v) bankruptcy litigation.

9.6 Entire Agreement. This instrument contains the entire agreement of the parties hereto and supersedes all prior negotiations, understandings, letters, arrangements, and agreements between them concerning the subject matter contained herein.

9.7 Severability. If any part of this Agreement is determined to be illegal and/or unenforceable, all other parts shall be given effect separately and shall not be affected.

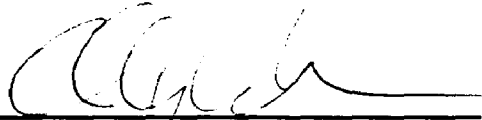
9.8 Amendment. This Agreement may be amended only by a writing signed by all parties.

9.9 Covenant of Further Assurances. Each party agrees that upon the request of the other it will, from time to time, execute and deliver to such other party all such instruments and documents or further assurance or otherwise, and will do any and all acts and things as may reasonably be required to carry out the obligations of such party hereunder and to consummate the transactions contemplated hereby.

9.10 Equitable Relief. The parties acknowledge that there may not be an adequate remedy at law for failure to comply with certain provisions of this Agreement and they both agree that in the event that upon the breach of any provision of this Agreement, either party will be entitled to equitable relief by way of injunctive relief and such other relief as any court with jurisdiction may deem just and proper.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first above written.


RADIOLOGY MEDICAL GROUP, INC.

By: 
President

3366 Fifth Avenue
San Diego CA 92103
Address

"LICENSOR"

RADIATION MEDICAL GROUP, INC.

By: 
President

2400 First Ave
San Diego CA 92101
Address

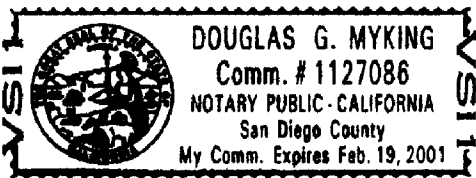
"LICENSEE"

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

On may 14, 1997, before me, Douglas G. Myking, Notary Public, personally appeared RONALD T. DAVIS, M.D., known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Douglas G. Myking
Notary Public

My commission expires: FEB. 19, 2001

CAPACITY CLAIMED BY SIGNER

X Officer - President

SIGNER IS REPRESENTING: Name of person(s) or entity(ies)

RADIATION MEDICAL GROUP, INC.