FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp.4/94)
Copyright 1994-97 LegalStar
TM05/REV03

11-10-1998

100875243

Docket No.:
014951/0132 Sienna Imaging

Tab settings ➔ ➔ ➔ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

RECEIVED NOV 4

1. Name of conveying party(ies):

SIENNA IMAGING, INC.
6900 S. PEORIA STREET
ENGLEWOOD, COLORADO 80110

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

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: MADELEINE L.L.C.

Internal Address: 450 PARK AVENUE 28TH FLOOR

Street Address:

City: NEW YORK State: NY ZIP: 10022

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other NY LIMITED LIABILITY COMPANY

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☒ N
(Designations must be a separate document from
Additional name(s) & address(es) ☐ Yes ☒ N

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: effective as of 11031998

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

SEE
ATTACHED
SCHEDULE

11-4-98

B. Trademark Registration No.(s)

SEE
ATTACHED
SCHEDULE

Additional numbers ☒ Yes ☐ No

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

Name: JOSHUA R. BRESSLER, ESQ.

Internal Address: SCHULTE ROTH & ZABEL LLP

Street Address: 900 THIRD AVENUE

City: NEW YORK State: NY ZIP: 10022

6. Total number of applications and registrations involved:..... 14

7. Total fee (37 CFR 3.41):.....$ $365.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP 500675

DO NOT USE THIS SPACE

11/09/1998 DNGUYEN 00000215 500675 75341313

01 FC:481 40.00 CH
02 FC:482 325.00 CH

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.

JOSHUA R. BRESSLER — Name of Person Signing
Signature
NOVEMBER 3, 1998 — Date

Total number of pages including cover sheet, attachments, and 7

TRADEMARK

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

TRADEMARKS AND TRADEMARK APPLICATIONS

Work Title	Reg. No. (Ser. No.)
FOTOVUE	(75/341,313)
FOCRT	(75/307,232)
COLORADO	1,844,136
REPRI (Stylized)	1,977,149
PROMIRA	1,893,569
EXCELLERATOR	1,698,910
COMBO PLUS	1,674,859
TRUTRAC	(74/087,120)
INTELLICARD	(74/087,119)
SHOOTER	(74/097,310)
SHOOTER AUTOLAB	(74/097,309)
CARDMATE	1,680,137
LUCHT	1,115,279
LUCHT	1,106,553

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ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Sienna Imaging, Inc. (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (collectively, such trademarks, service marks, applications and registrations are called the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement dated November 3, 1998 (the "Security Agreement") in favor of Madeleine L.L.C. (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the goodwill of the business symbolized by the Trademarks, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 3, 1998.

SIENNA IMAGING, INC.

By: _____

Name: John C. Brown

Title: President

STATE OF COLORADO

ss.:

COUNTY OF ARAPAHOE

On this 3rd day of November, 1998 before me personally came John C. Grenax, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President of Sienna Imaging, Inc., a Delaware corporation, and that he executed the foregoing instrument in the firm name of Sienna Imaging, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Kathi S. Lancaster

My Commission Expires March 1, 2000

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

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LUCHT	1,106,553

FOTOPRINT
PRODUCER
FOTOPACKAGER
PACKAGIZER
FOTOPRINT SERVER
FOTOPRINT NT SERVER
FOTOPRINT TOOL KIT
WFP SERVE
RASTER PLUS95

REPRICOMP
ELLEGRO
AUTO PCKAGER
VP-2
TWIN DRIVE
SPORTSPAK
LUCHTNET
INTELLICARD-2
ELLEGRO SIENNA

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TRADEMARKS AND TRADEMARK APPLICATIONS

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ALAN S. WALDENBERG
PAUL N. WATTERSON, JR.
PAUL E. WEBER
MARC WEINGARTEN
ANDRE WEISS
WILLIAM D. ZABEL

WRITER'S DIRECT NUMBER:
(212) 756-2002

WRITER'S E-MAIL ADDRESS:
joshua.bressler@srz.com

November 4, 1998

BY HAND

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

Re: Recordation of
Sienna Imaging, Inc./Madeleine L.L.C.
Assignment For Security (Trademarks)
Our ref.: 014951-0132

Dear Sir or Madam:

Please record the above-referenced document against each of the 14 U.S. trademark applications and registrations identified in the accompanying Document Cover Sheet and its attached schedule.

We authorize the deduction of $365.00, and any deficiencies therein, from Schulte Roth & Zabel LLP's Deposit Account No. 500675. A copy of the Document Cover Sheet and its attached schedule is enclosed for this purpose.

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Please stamp the enclosed copy of this letter as evidence of receipt of this filing and return it to our document clerk.

Cordially,

SCHULTE ROTH & ZABEL LLP

Joshua R. Bressler

Enclosures

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