,	5

FORM PTO-1594 (MOD)

thereo1.

RI

01-11-1999



100938483

Attorney Docket No.: 1194/72180 U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

ttached original documents or copies

1. Name of conveying party(ies):

Elscint Limited Advanced Technology Center P.O. Box 550 Haifa 31004, Israel

To the Honorable Commissioner of Patent:

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

12-30-1998 U.S. Paten: & TMOfc/TM Mail Rcpt Dt. #26

eneral Electric Company River Road Schenectady, New York 12345

name(s) & address(es) attached? [] Yes [X] No

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

- 3. Nature of conveyance:
  - Assignment
- Merger

[]

- [] Security Agreement
- Change of Name
- [X] Other Trademark Assignment Agreement

Execution Date: November 25, 1998

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. Trademark Application No.(s)

- B. Trademark registration No.(s)
- 1,384,134
- 1,867,561
- 1,393,839

Additional numbers attached? [ ] Yes 🕅 No

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

JN 160 1 1817 1444234

Dean D. Small McAndrews, Held & Malloy 500 West Madison Street 34th Floor

Chicago, Illinois 60661

- 6. Total number of applications and patents involved: 3
- 7. Total fee (37 CFR 3.41): \$\_\_\_120.00
  - [ ] Enclosed
  - [X] Authorized to be charged to deposit account
- 8. Deposit account number: 13-0017

(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.

Signature and Registration Number: <u> 34,730</u>

Date: December 30, 1998

Name of Person Signing: Dean D. Small

Total number of pages including cover sheet, attachments and document: 10

12-30-1998

t-S. Patent & TMOfc/TM Mail Ropt Dt. #26

## .DEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made this 25th day of November, 1998 by and between Elscint Limited, an Israeli corporation having its principal place of business located in Haifa, Israel, and its related companies including but not limited to Elscint, Inc., a New Jersey corporation having its principal place of business located in Rockleigh. New Jersey, Elscint MR, Inc., a Delaware corporation having its principal place of business located in Fort Collins, Colorado, Elscint Medical Technology GmbH, a German corporation, and Elscint España, S.A., a Spanish corporation (collectively, "ELSCINT"), and General Electric Company ("GE"), a New York corporation having a place of business in Waukesha, Wisconsin.

In consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt and sufficiency thereof are hereby acknowledged, ELSCINT hereby assigns, transfers, conveys and/or grants to GE, its successors and assigns, the entire right, title and interest in:

- Trademark Schedule A, including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world, together with the good will of the business symbolized by each and/or all of such trademarks, all common law rights associated with the use of the mark and the registration thereof; and
- All statutory and common law rights in any trademarks, service marks and/or trade dress (excluding the name "Elscint"), whether registered or common law, that are owned by ELSCINT but are not listed in Trademark Schedule A, that have been, or are, used to identify products or services that:
  - a) relate to the field of magnetic resonance imaging ("MRI");
  - b) relate to the field of nuclear medicine ("NM"); and/or
  - c) relate to the field of imaging with actual or potential application to the field of MRI and/or NM.

including without limitation all common law trademarks or service marks identified in Trademark Schedule B, and all renewals thereof, all proceeds of infringement suits, the right

to sue for past, present and future infringements and all rights corresponding thereto throughout the world, together with the good will of the business symbolized by each and/or all of such trademarks, service marks, or trade dress, and all common law rights associated with the use thereof.

ELSCINT further agrees, upon the request of GE, to cooperate in the execution and filing of any and all documents that are necessary to fully assign, transfer, convey or grant the rights described in this agreement and/or that are necessary or useful to ensure GE's full and unencumbered enjoyment and benefit of the rights described in this agreement.

ELSCINT further agrees, where not already done, to obtain executed assignment documents for the trademarks, service marks and trade dress referenced above in paragraphs 1-2 from any and all third parties who are obligated to assign to ELSCINT an ownership interest in said trademarks, service marks and trade dress.

2

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment Agreement to be executed on its behalf by a duly authorized officer, agent, or representative.

Accepted by Elscint Limited	Accepted by General Electric Company
By: Printed or typed name:	By: J: Lead May May Printed or typed name:
	J. Keith Magari
Title:	Title: Vice President
Date:	Date: November 25, 1998

NA983010.231/3+

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment

Agreement to be executed on its behalf by a only authorized officer, agent, or representative.

Accepted by Elscint Ltd.

By: Sliv

Printed or typed name:

EMMANUEL GILL

Title: CHIFF EXECUTIVE - MICER

Date:

Accepted by General Electric Company

.... <u>такаат, е</u>-ф. 9 - такаат — ...

Ву-\_\_\_\_\_

Printed or typed name:

Title:

Date:

NA983010 231/4-

3

## Page 34 of 38

12/1/98; 10:09 AM

## GE - ELSCINI

## TRADEMARK SCHEDULE A ASSIGNED TRADEMARKS (Registered)

Country	303	App No.	App page	Reg No.	Reg Date	Class	Owner
Austria	APEX	AM 555/92	6-Feb-92	144,721	v-92	10	Elscint Ltd.
							Elscint Medical
		_					Technology
Austria	APEX	AM 264/90	18-Jan-90	131,353	25-Jun-90 10	10	Gesellschaft m.b.H.
							Elscint Medical
							Technology
Austria	APEX HELIX	AM 4508/91	19-Sep-91	139,810	15-Jan-92 9,	9, 10	Gesellschaft m.b.H.
Austria	GYREX	AM 556/92	6-Feb-92	144,722	10-Nov-92 10	10	Elscint Ltd.
							Elscint Medical
							Technology
Austria	GYREX	AM 262/90	18-Jan-90	131,178	18-Jun-90 10	10	Gesellschaft m.b.H.
Benelux	APEX	779,696	29-Apr-92	517,720	517,720 UNKNOWN	1, 10	Elscint Ltd.
Benelux	GYREX	779,695	29-Apr-92	517,719	517,719 UNKNOWN	1, 10	Elscint Ltd.
France	LUMIMAX	327,809	26-Dec-91			ľ	Elscint France
Germany	APEX	E 31799	9-May-92	2,017,827	28-Jul-92 10		Elscint GmbH
Germany	APEX	E 31818	9-May-92	2,103,316	13-May-97 9,	9, 10	Elscint Ltd.
Germany	GYREX	E 31797	9-May-92	2,015,672	19-Jun-92 10		Elscint GmbH
Germany	GYREX	E 31821	9-May-92	2,034,108	6-Apr-93 9,	10	Elscint Ltd.
Germany	HELIX	E 31798	9-May-92	2,017,826	28-Jul-92 10		Elscint GmbH
Great			-				
Britain	APEX	1,519,897	26 · Nov-92	1,519,897	23-Jun-95 10	10	Elscint Ltd.
Great							
Britain	GYREX	1,519,894	26-Jan-92	1,519,894	29-Apr-94 10		Flscint Ltd.
South							
Africa	GYREX			92/10018	5-Jun-95 10		Elscint Limited
Spain	APEX	1,700,769	12-May-92	1,700,769	5-Jun-95 37		Elscint España, S.A.
Spain	APEX	1,700,768	12-May-92	1,700,768	5-Jun-95 39		Elscint España, S.A.
Spain	GYREX	1,700,767	12-May-92	1,700,767	4-Mar-94 37		Elscint España, S.A.
Spain	GYREX	1,700,766	12-May-92	1,700,766	5-Jun-95 39		Elscint España, S.A.
USA	APEX	73/513,135	11-Dec-84	1,384,134	25-Feb-86 10		Elscint, Ltd.
USA	APEX HELIX	74/308,116	27-Aug-92	1,867,561	13-Dec-94 10		Elscint, Ltd.
USA	CLIP	73/519,547	28-Jan-85	1,393,839	20-May-86 10		Elscint, Ltd.

Gyrex SGR

GYREX PRIVILEGE GYREX PRIMA 1TG **GYREX PRESTIGE 2TG** GYREX ESTEEM GYREX 5000

GYREX 2T-PRESTIGE GYREX 2T-SGR

GYREX 2T-DLX

CoDe

Clip

DISA

Digital-Guard COSEM Apex

APEX

2T Prestige

Mark

**ApexNet** 

Cardinal

FREEZE

**FORMAX** 

Field-Watch

**EVOLVING IMAGES** 

**Evolving Positron Imaging** 

Evolving E-SHORT ELLTE eleGantry

GYREX F-SHORT F-SAGE

**GYREX 2000** 

GYREX 21

TRADEMARK SCHEDULE B
ASSIGNED TRADEMARKS
(Common Law)

**RECORDED: 12/30/1998** 

VcoDe
VEST
V-SHORT
VtransACT
XPEC
Xpert-Batch
XpertClip
Xpert-Genius
Xpert-Match
XpertNet
XpertPro

TRADEMARK SCHEDULE B ASSIGNED TRADEMARKS (Common Law)