

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, effective as of June 1, 1996 (the "Effective Date"), is by and between SDI Holding Corp. ("Assignor"); and Sterling Diagnostic Imaging, Inc. ("Assignee"). The Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, the Assignor is the owner of U.S. Trademark Reg. No. 1,941,101 for the trademark STERLING ("the Trademark");

WHEREAS, the Assignee is interested in acquiring the Trademark, including all domestic and foreign rights, registrations, applications, and common law rights in the Trademark from the Assignor and the Assignor is interested in transferring the Trademark to the Assignee.

NOW, THEREFORE, the Assignor, for good and valuable consideration, the receipt, adequacy and sufficiency of which is acknowledged by the Assignor:

1. Hereby sells, assigns, transfers and conveys to the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to the Trademark, including U.S. Reg. No. 1,941,101, and its associated common law rights, registrations and applications, both domestic and foreign, together with the goodwill of the business associated with and symbolized by the Trademark; and

2. Hereby sells, assigns, transfers and conveys to the Assignee, its successors and assigns all causes of action, past, present, and future for infringement or unfair competition with respect to the Trademarks; and

3. Will, upon written request of Assignee, its successors and assigns, execute reasonable documents prepared at the expense of Assignee, its successors and assigns, to perfect its title to any and all rights in the Trademarks conveyed hereunder.

IN WITNESS WHEREOF, Assignor has given legal effect to this Assignment by its duly authorized representative.

Corporate Seal

SDI HOLDING CORP.

By: 

Name: Patricia de la Haza

Title: SVP

Martha R. Quintana
Witness