

08-15-2000



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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year  
10 29 99

#### Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
10 29 99

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

08/15/2000 DCOATES 00000022 070845 1808145

#### FOR OFFICE USE ONLY

01 FC:481 40.00 CH  
02 FC:482 50.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

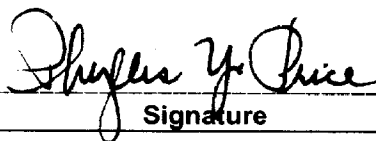
Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Phyllis Y. Price



13 Jun 2000

Name of Person Signing

Signature

Date Signed

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment of Trademarks") is made this 29th day of October, 1999, by Prucka Engineering, Inc., a Texas Corporation ("Assignor"), in favor of GE Marquette Medical Systems, Inc., a Wisconsin corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of August 23, 1999, as amended by the First Amendment to Asset Purchase Agreement dated as of October 28, 1999 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase certain assets of Assignor, and Assignor has agreed to cause the same to be transferred, assigned and sold to Assignee upon the terms and conditions set forth in the Purchase Agreement;

WHEREAS, Assignor owns all right, title and interest in and to and is the sole and exclusive owner of the trademarks set forth on Schedule A attached hereto and incorporated herein (the "Marks"); and


WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the Marks and Assignee is desirous of acquiring the same.

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee all of its right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the right to sue for past infringement thereof, the registration and application for registration therefor, and all the benefit of the Marks. Assignor does further consent to the recordation of this Assignment of Trademarks by Assignee with any governmental agency. Assignee agrees to assume the responsibility for recording fees and other costs associated with recording of title to the Marks.

This Assignment of Trademarks shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

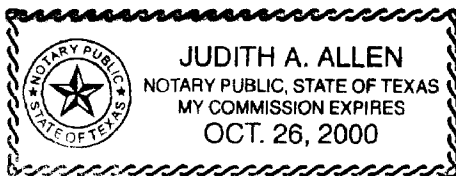
IN WITNESS WHEREOF the Assignor has executed this Assignment of Trademarks as of the date first written above.

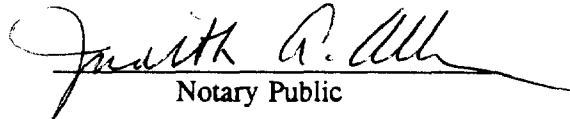
PRUCKA ENGINEERING, INC.

By:   
Matthew W. Prucka  
President

State of TEXAS )  
                                  )  
County of HARRIS

On this 29th day of October, 1999, before me, the undersigned, a Notary Public of the said State, duly commissioned and sworn, personally appeared Matthew W. Prucka, known to me, who, being by me duly sworn, did dispose and say that he is the President of Prucka Engineering, Inc., the corporation described in and that executed the within instrument, and that he signed his name thereto by order of the board of directors of said corporation.



  
Notary Public

**SCHEDULE A**

**TRADEMARKS**

**CardioLab Trademark**

**Issued: 1/31/95**

**Registration Number: 1876478**

**Trademark: EPXpress**

**Registered: December 1, 1998**

**Registration Number; 2207387**

**Trademark: EPAmP - US registration**

**Registered: December 20, 1994**

**Registration Number: 1868149**

**Canadian Registration**

**Registered: January 20, 1999**

**Registration Number: TMA 438179**

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