

10-02-2000



101476939

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

8-1-00

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  
03 15 2000

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year  
03 15 2000

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)     
City State/Country Zip Code

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

FOR OFFICE USE ONLY

10/02/2000 GT0N11 00000051 133377 1402589

01 FC:481 40.00 CH

02 FC:482 175.00 CH

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

TRADEMARK  
REEL: 002150 FRAME: 0827

**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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1402589"/>	<input type="text" value="1401629"/>	<input type="text" value="1401008"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1315022"/>	<input type="text" value="1174664"/>	<input type="text" value="1461486"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1326720"/>	<input type="text" value="1166876"/>	<input type="text"/>

**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.

Robert K. Sarafian, Asst. Sec.  
Name of Person Signing

  
Signature

7-20-00  
Date Signed

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of March 15, 2000, by and among Agfa Corporation, a Delaware corporation ("Agfa" or "Buyer"), GE Clinical Services, Inc., a Delaware corporation ("GECSI"), and GE Marquette Medical Systems, Inc., a Wisconsin corporation ("Marquette") (collectively, "Sellers").

### RECITALS:

WHEREAS, Agfa is engaged in the business of developing and marketing radiographic film and equipment for use in cardiology applications, and in that regard markets a line of film products which it sells to Marquette for distribution primarily in the United States; and

WHEREAS, Sellers, operating under the name "Vari-X"™, are engaged in the business of marketing and selling radiographic film and marketing, selling and servicing processing equipment for use in cardiology applications (the "Business"), and, as part of the Business, market the Agfa line of films under the "Cinerex"™, "Vari-Cath"™ and other brands and private label; and

WHEREAS, Sellers have declared an intention to withdraw from the Business, and Agfa has indicated that it is willing to take over the Business from Sellers; and

WHEREAS, Agfa desires to purchase from Sellers, and Sellers desire to sell to Agfa, certain of the assets of the Business, all as described in Section 1.1 hereto, on the terms and subject to the terms and conditions hereinafter set forth.

### AGREEMENT:

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, intending to be legally bound hereby the parties agree as follows:

### ARTICLE I THE ASSET PURCHASE

1.1 PURCHASE OF ASSETS. At the Closing (as defined herein), Sellers shall sell, assign, transfer and convey to Buyer, and Buyer shall purchase, acquire and accept from Sellers, all of the assets set forth below comprising the Business, other than the Retained Assets (as defined herein) below (the "Purchased Assets"), and subject only to the Assumed Liabilities (as defined herein) (the "Asset Purchase"):

- (a) the inventories of the Business set forth on Schedule 1.1(a) (the "Inventory");
- (b) all machinery, equipment and furniture of the Business set forth on Schedule 1.1(b);
- (c) all supplies of the Business owned by Sellers set forth on Schedule 1.1(c);

- (d) all rights and interests of Sellers in and to the Business Contracts (as defined herein) set forth on Schedule 2.8, as well as those leases, contracts and other agreements relating primarily to the Business that are not required by the terms of Section 2.8 to be listed in the Sellers Schedules;
- (e) all business files, plans, documents, correspondence, lists, plots, architectural plans, drawings, notebooks, specifications, creative materials, advertising and promotional materials, marketing materials, studies, reports, equipment repair, maintenance or service records of Sellers, whether written or electronically stored or otherwise recorded, in each case, relating primarily to the Business;
- (f) all of Seller's dealer and customer lists and all other sales and marketing information, and all know-how, technology, drawings, engineering specifications, bills of materials, software and other intangible assets of Sellers, in each case, relating primarily to the Business;
- (g) all patents, patent applications, copyrights, trademarks, service marks, domain names, trade names, and the associated goodwill, trade secrets, proprietary information, technology rights and licenses, proprietary rights and processes, know-how, research and development in progress, and any and all other intellectual property set forth on Schedule 2.7(b)-(1);
- (h) all permits, licenses, orders, ratings and approvals of all federal, state, local or foreign governmental or regulatory authorities or industrial bodies that are related primarily to the Business, held by Sellers and set forth on Schedule 1.1(h), to the extent the same are transferable; and
- (i) all rights of Sellers to causes of action, lawsuits, judgments, claims and demands of any nature to the extent related to the Business or constitute counterclaims, rights of setoff, and affirmative defenses to any claims brought against Buyer by third parties to the extent related to the Business.

1.2 RETAINED ASSETS. Notwithstanding the provisions of Section 1.1, the Purchased Assets shall not include the following (herein referred to as the "Retained Assets"):

- (a) all cash, bank deposits and cash equivalents;
- (b) the names "Marquette," "GE," "General Electric Company," or any related or similar trade names, trademarks, service marks or logos to the extent the same incorporate such name or any variation thereof;
- (c) Seller's rights, claims or causes of action against third parties relating to the assets, properties, business or operations of the Business which may arise in connection with the discharge by Seller of the Retained Liabilities;
- (d) all contracts of insurance;
- (e) all corporate minute books and stock transfer books and the corporate seal of Sellers;
- (f) Sellers' rights under the lease agreement relating to the Wallingford, CT facility;
- (g) Sellers' employee benefit agreements, plans or arrangements maintained by Sellers on behalf of persons employed with respect to the Business (the "Plans");
- (h) all trade and other accounts receivable and other indebtedness owing to either Seller with respect to the Business and including the benefit of all collateral, security, guarantees, and similar undertakings received or held in connection therewith.

the Business, and (B) withheld and properly remitted with respect to the Business Employees and any independent contractors providing services primarily to the Business and with respect to which such withholding and remittance are required under applicable law, all federal and state income taxes, FICA, FUTA and other Taxes required to be withheld. No audit or other examination of any tax return of Sellers related to the operations of the Business is currently in progress, nor have Sellers been notified in writing of any request for such an audit or other examination.

2.5 RESTRICTIONS ON BUSINESS ACTIVITIES. Other than any Permitted Liens (as defined below) or as otherwise set forth in the Schedules, there is no agreement (noncompete or otherwise), commitment, judgment, injunction, order or decree to which either Seller is a party or otherwise binding upon either Seller which has or reasonably could be expected to have the effect of prohibiting or impairing the ability of Agfa to operate the Business after the Closing Date in substantially the manner heretofore conducted. Without limiting the foregoing, neither Seller has entered into any exclusive distribution or other agreement under which such Seller is restricted from selling, licensing or otherwise distributing any of its products to any class of customers, in any geographic area, during any period of time or in any segment of the market that would be applicable to the Business after the Closing Date.

2.6 TITLE TO PROPERTIES; ABSENCE OF LIENS AND ENCUMBRANCES. Marquette has good and valid title to, or, in the case of leased properties and assets, valid leasehold interests in, all of the Purchased Assets, real, personal and mixed, used or held for use in the Business, free and clear of any liens, other than (a) liens for taxes and other governmental charges and assessments which are not yet due and payable, (b) liens of landlords and liens of carriers, warehousemen, mechanics and materialmen and other like liens arising in the ordinary course of business for sums not yet due and payable, (c) other liens or imperfections on property which are not material in amount, do not materially detract from the value of or materially impair the existing use of the property affected by such lien or imperfection or otherwise materially interfere with the conduct of the Business, and (d) those liens set forth on Schedule 2.6. (collectively, "Permitted Liens").

2.7 INTELLECTUAL PROPERTY.

(a) Sellers own, or are licensed or otherwise possess legally enforceable rights to use, all patents, trademarks, trade names, service marks, copyrights, and any applications therefor, maskworks, net lists, schematics, technology, know-how, computer software programs or applications (in both source code and object code form), and tangible or intangible proprietary information or material ("Intellectual Property Rights") that are used by Sellers in the Business as currently conducted and as proposed to be conducted by Sellers (the "Business Intellectual Property Rights"). Schedule 2.7(a) sets forth a complete list of all patents, registered and material unregistered trademarks, registered copyrights, trade names and service marks, and any applications therefor, that comprise the Business Intellectual Property Rights, and specifies, where applicable, the jurisdictions in which each such Business Intellectual Property Right has been issued or registered or in which an application for such issuance and registration

has been filed, including the respective registration or application numbers and the names of all listed owners.

- (b) Schedule 2.7(b) sets forth a complete list of all licenses, sublicenses and other agreements as to which either Seller is a party and pursuant to which such Seller or any other person is authorized to use any Business Intellectual Property Right (excluding object code end-user licenses granted to end-users in the ordinary course of business that permit use of software products without a right to modify, distribute or sublicense the same ("End-User Licenses")) of Sellers used primarily in the Business, and includes the identity of all parties thereto, a description of the nature and subject matter thereof, the applicable royalty or other fees and the term thereof. Each Business Intellectual Property Right and each license, sublicense and other agreement listed on Schedule 2.7(b)-(1) (the "Purchased Intellectual Property Rights") will be transferred or assigned to Agfa as of and effective upon the Closing. The execution and delivery of this Agreement by Marquette, and the consummation of the transactions contemplated hereby, including the transfer or assignment of Purchased Intellectual Property Rights, will neither cause Sellers to be in material violation or default under any such license, sublicense or agreement, nor entitle any other party to any such license, sublicense or agreement to terminate or modify such license, sublicense or agreement. Except as set forth in Schedules 2.7(a) or 2.7(b), Sellers individually or collectively are the sole and exclusive owners or licensees of, with all right, title and interest in and to (free and clear of any liens or encumbrances other than Permitted Liens), the Purchased Intellectual Property Rights, and have sole and exclusive rights (and are not contractually obligated to pay any compensation to any third party in respect thereof) to the use thereof or the material covered thereby in connection with the services or products in respect of which the Purchased Intellectual Property Rights are being used.
- (c) No claims with respect to Purchased Intellectual Property Rights have been asserted or are, to Sellers' knowledge, threatened by any person, (i) to the effect that the manufacture, sale, licensing or use of any of the products of Sellers used in the Business as currently conducted or as proposed to be conducted by Sellers infringe on any Intellectual Property Right of a third party, (ii) against the use by Sellers of any trademarks, service marks, trade names, trade secrets, copyrights, maskworks, patents, technology, know-how or computer software programs and applications used in the Business as currently conducted or as proposed to be conducted by Sellers, or (iii) challenging the ownership by Sellers, or the validity or enforceability of any of Purchased Intellectual Property Rights, and to the extent that any such claim has been asserted, there is no basis therefor.
- (d) Each current and former employee, consultant or contractor of Sellers employed or retained in respect of the Business has executed a proprietary information and confidentiality agreement substantially in the Sellers' respective standard forms. All software included in the Purchased Intellectual Property Rights is original with Sellers and has been either created by employees of Sellers on a work-for-hire basis or by consultants or contractors who have created such software

## Schedule 2.7(a)

Business Intellectual Property

Software associated with the personal computer and equipment listed on Schedule 1.1(b)

## TRADEMARKS

Registration Number	Description	Registration date (and expiration)
1402589	"VARI-X"	Registered 7/22/86 (expires 7/22/06)
1401629	"VARI-X"	Registered 7/15/86 (expires 7/15/06)
1401008	"VARI-X"	Registered 7/15/86 (expires 7/15/06)
1315022	"VARI-X"	Registered 1/15/85 (expires 1/15/05)
1174664	"VARICATH (stylized)"	Registered 10/27/81 (expires 10/27/01)
1461486	"CINE 35"	Registered 10/13/87 (Supplemental registration)
1326720	"VARI.X CARDIOMATIC (stylized & design)"	Registered 3/26/85 (expires 3/26/05)
1166876	"VARI.X (stylized)"	Registered 9/1/81 (expires 9/1/01)