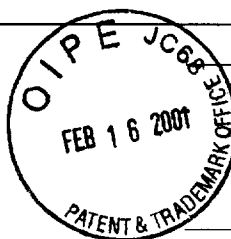


05-10-2001



101683688

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



2-16-01

### 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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

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

02/28/2001 DRYRNE 00000031 75723388

#### FOR OFFICE USE ONLY

01 FC:481 40.00 DP  
02 FC:482 275.00 DP

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

TRADEMARK  
REEL: 002246 FRAME: 0507

**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.)

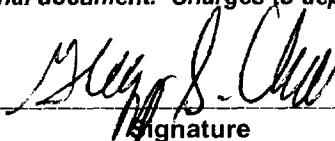
Deposit Account Number: #

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.

Gregory S. Clore  
Name of Person Signing

  
Signature

02-13-01  
Date Signed

**RELEASE**  
**(Trademarks)**

This RELEASE (TRADEMARKS) is executed as of January 31, 2001 by ABN AMRO BANK N.V., a Netherlands public company acting through its San Francisco Representative Office, acting as agent (in such capacity, the "Agent") for the financial institutions which are from time to time parties to the Amended and Restated Credit Agreement referred to in Recital A below (collectively, the "Lenders").

**RECITALS**

A. Whereas, ADAC LABORATORIES, a California corporation (the "Borrower"), various Lenders and the Agent were parties to a Credit Agreement dated as of July 31, 1996 (the "Original Credit Agreement"). Whereas, the Borrower, the Lenders and the Agent amended and restated the terms and provisions of the Original Credit Agreement pursuant to an Amended and Restated Credit Agreement dated as of March 29, 1999, as amended from time to time (as so amended, the "Amended and Restated Credit Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Amended and Restated Credit Agreement.

B. Whereas, in order to secure the Borrower's obligations to Lenders and the Agent under the Original Credit Agreement and the Amended and Restated Credit Agreement, Borrower and its wholly-owned Subsidiaries ADAC Healthcare Information Systems, Inc., a Texas corporation ("AHIS"), ADAC Research & Manufacturing, Inc., a California corporation ("ARM"), ADAC Laboratories Pacific, Inc., a California corporation ("ALP") and ADAC Capital, LLC, a Delaware limited liability company ("ADAC Capital") entered into various security agreements and related collateral documents (the "Security Agreements") pursuant to which the Borrower, AHIS, ARM, ALP and ADAC Capital assigned unto, and granted to the Agent, for the ratable benefit of the Lenders, security interests in, and mortgages on, all right, title, and interest of Borrower, AHIS, ARM, ALP and/or ADAC Capital in and to their trademarks, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office, including the trademarks set forth on Exhibit A attached hereto (collectively, the "Trademarks").

C. Whereas, Borrower has satisfied all of its obligations owing to the Lenders and the Agent under the Amended and Restated Credit Agreement and Agent desires to release and terminate its security interests in and mortgages on the Trademarks.

**AGREEMENT**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent on behalf of the Lenders agrees as follows:

1. Release of Security Interest. Agent hereby releases and terminates its security interests in and mortgages on the Trademarks and reassigns any and all right, title and interest that the Agent may have in and to the Trademarks to Borrower.

IN WITNESS WHEREOF, Agent has caused this Release (Trademarks) to be executed by its duly authorized officer as of the date above first written.

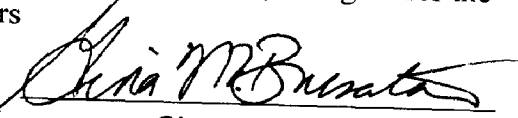
“AGENT”

ABN AMRO BANK N.V., as Agent for the Lenders

By:

Name:

Title:



Gina M. Brusatori

Senior Vice President

**EXHIBIT A**  
**to**  
**RELEASE (TRADEMARKS)**

**Registered Trademarks**

<b><u>Trademark</u></b>	<b><u>Registration Date</u></b>	<b><u>Registration Number</u></b>
DIASTAT	March 8, 1983	1229474
BURST MODE	April 3, 1984	1273175
PDX-4800	July 24, 1984	1286969
GENESYS	June 5, 1990	1599444
ARGUS	December 7, 1993	1808991
ADAC	March 5, 1996	1959783
AUTOSPECT	June 15, 1999	2253711
AUTOQUANT	June 22, 1999	2255487

**Pending Trademarks**

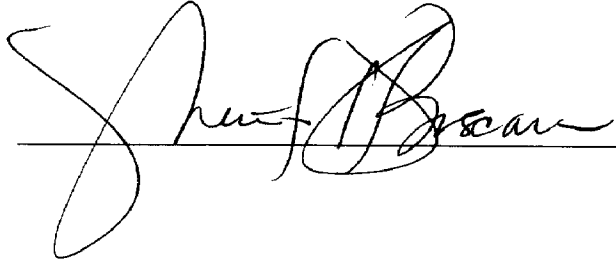
<b><u>Trademark</u></b>	<b><u>Filing Date</u></b>	<b><u>Serial Number</u></b>
INSTILL	June 7, 1999	75723388
CPET	April 13, 1998	75466680
CARDIAQ	May 26, 1998	75490519
INSYNC	March 16, 1998	75450525

STATE OF CALIFORNIA )  
 )  
COUNTY OF SOLANO )

On FEBRUARY 13, 2001, before me, MURITA D. BASCARA, a Notary Public in and for the State of California, personally appeared GINA M. BRUSATORI, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



A handwritten signature in cursive script, appearing to read "Murita D. Bascara", is written over a horizontal line.



**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)		
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<input type="text" value="75450525"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1808991"/>	<input type="text" value="1599444"/>	<input type="text" value="1286969"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1273175"/>	<input type="text" value="1229474"/>	<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

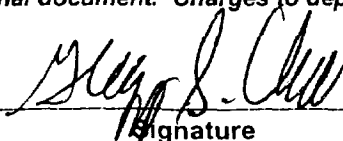
Deposit Account  
(Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

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.

Gregory S. Clore  
Name of Person Signing

  
Signature

02-13-01  
Date Signed