

05-25-2001



101730885

5/21/01

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

Submission Type		Conveyance Type	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # <input type="text"/>	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Corrective Document Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
		<input type="checkbox"/> Merger	Effective Date Month Day Year <input type="text"/>
		<input type="checkbox"/> Change of Name	<input type="text"/>
		<input checked="" type="checkbox"/> Other	<input type="text"/> Termination/Release of Security Interest

Conveying Party Mark if additional names of conveying parties attached

Name Fleet National Bank

Execution Date
Month Day Year
 May 17, 2001

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other Bank

Citizenship/State of Incorporation/Organization

Receiving Party Mark if additional names of receiving parties attached

Name DOME imaging systems, inc.

DBA/AKA/TA

Composed of

Address (line 1) 400 Fifth Avenue

Address (line 2)

Address (line 3) Waltham Massachusetts 02451

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 attached. from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

05/24/2001 STON11 00000289 2313158

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

FOR OFFICE USE ONLY

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 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.

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,313,158"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2,142,543"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1,746,867"/>	<input type="text"/>	<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.)

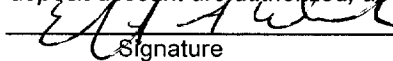
Deposit Account Number: #

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.

Elizabeth A. Walker
Name of Person Signing


Signature

May 21, 2001
Date Signed


TERMINATION AND RELEASE

As of this 17 th day of May, 2001, Fleet National Bank (the "Bank") under that certain Security Agreement (Trademarks) by and among DOME imaging systems, inc., a Delaware corporation ("DOME") and the Bank dated May 23, 2000 (the "Security Agreement"), hereby:

1. terminates the Security Agreement; and
2. releases and discharges any and all security interests and/or liens granted to the Bank pursuant to the Security Agreement.

IN WITNESS WHERE OF, the Bank has caused this Termination and Release to be executed as of the date first above written.

FLEET NATIONAL BANK

By: 
Name: DAVID E. MENCHER
Title: ASSOCIATE

D

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, DOME IMAGING SYSTEMS, INC., a Delaware corporation, with a principal place of business at 400 Fifth Avenue, Waltham, MA 02451 (the "Company"), and FLEET NATIONAL BANK, with a place of business at 100 Federal Street, Boston, Massachusetts 02110 (the "Bank") have entered into an Inventory, Accounts Receivable and Intangibles Security Agreement dated as of May 23, 2000 (the "Security Agreement") and are also parties to a related letter agreement (the "Letter Agreement") between the Bank and the Company; and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto and identified in said Security Agreement (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Letter Agreement) shall occur and be continuing, the Bank shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Security Agreement), the Company hereby grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default (as defined in the Letter Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement (Trademarks).

The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

DOME IMAGING SYSTEMS, INC.

FLEET NATIONAL BANK

By: Gregory E Clark
Name: GREGORY E-CLARK
Title: CFO

By: Ann Case
Its Vice President

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Middlesex) ss.

Then personally appeared before me the above-named Gregory E. Clark, the CFO of DOME imaging systems, inc., and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 24th day of May, 2000.

Ethel D. Martinez
Notary Public
My commission expires: August 30, 2002

SCHEDULE A
TO
SECURITY AGREEMENT (TRADEMARKS)

Marks with United States Federal Registration

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
DOME IMAGING SYSTEMS and DESIGN	2,313,158/Feb. 1, 2000	Computer hardware and software for use in imaging systems for viewing and manipulating digital images
DOME	2,142,543/Mar. 10, 1998	Computer hardware and software for use in imaging systems for viewing and manipulating digital images
DOME	1,746,867/Jan. 19, 1993	Computer add-on circuit boards for medical imaging systems

Marks with Pending United States Applications

<u>Marks</u>	<u>Serial No./Filing Date</u>	<u>Use</u>
	None.	