

03-14-2002

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Form PTO-1594 (Rev. 03/01)

2002 FEB 19 RECORDED

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DEPARTMENT OF COMMERCE  
Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

TRADEMARKS ONLY

Tab settings

FINANCE SECTION

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 2-19-02  
National Imaging Affiliates, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State Delaware  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
 Name: MedSolutions, Inc.  
 Internal Address: Suite 800  
 Street Address: 730 Cool Springs Boulevard  
 City: Franklin State: TN Zip: 37067

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Tennessee  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: October 22, 1997

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 \_\_\_\_\_

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) 2,120,625  
 \_\_\_\_\_

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Robert P. Felber, Jr.  
 Internal Address: Waller Lansden Dortch & Davis, PLLC, Suite 2100  
 \_\_\_\_\_  
 Street Address: 511 Union Street  
 \_\_\_\_\_  
 City: Nashville State: TN Zip: 37219

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
N/A

DO NOT USE THIS SPACE

9. Signature.  
Robert P. Felber, Jr.  
 Name of Person Signing

Signature

February 19, 2002  
 Date

3

Total number of pages including cover sheet, attachments, and document:

03/13/2002 DBYRME 00000049 2120625

01 FC:481 40.00

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

TRADEMARK  
 REEL: 002460 FRAME: 0304

# ASSIGNMENT OF TRADEMARK AND ACCOMPANYING GOOD WILL

THIS ASSIGNMENT OF TRADEMARK AND ACCOMPANYING GOOD WILL made effective as of the 22<sup>nd</sup> day of October, 1997 (the "Effective Date"), by and between NATIONAL IMAGING AFFILIATES, INC., a Delaware corporation with offices at One HealthSouth Parkway, Birmingham, Alabama 35243 ("Assignor"), and MEDSOLUTIONS, INC., a Tennessee corporation with offices at 730 Cool Springs Boulevard, Suite 800, Franklin, Tennessee 37067 ("Assignee").

## W I T N E S S E T H :

WHEREAS, on October 23, 1997, Bass Acquisition Corporation, a Delaware corporation and subsidiary of HEALTHSOUTH Corporation ("HEALTHSOUTH"), merged with and into Assignor (the "Merger"), with Assignor surviving the Merger as a subsidiary of HEALTHSOUTH; and

WHEREAS, prior to effective date of the Merger, Assignee, which was a subsidiary of Assignor, was spun off to the shareholders of Assignor by dividend and is now an independent corporation unaffiliated with Assignor; and

WHEREAS, it was the intent of the parties to the Merger that, prior to the effective date of the Merger, the service mark MEDSOLUTIONS and the application then identified as Serial No. 75/164,946 for registration of that service mark with the U.S. Patent and Trademark Office (collectively, the "Mark") would be transferred out of Assignor to Assignee; and

WHEREAS, due to an oversight, the parties failed to execute a formal assignment documenting the transfer of the Mark to Assignee prior to the effective date of the Merger and the parties now desire to formally document that transfer of the Mark to Assignee; and

WHEREAS, the Mark has been, since the Effective Date, the exclusive property of Assignee, has been used consistently by Assignee as a service mark, and has not been used by Assignor or its affiliates;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

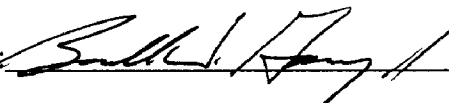
Assignor hereby sells, assigns, transfers and sets over to Assignee, as of the Effective Date, all of Assignor's worldwide rights, title and interest in and to the Mark, including all rights and registrations therein and therefor in the United States (including U.S. Registration No. 2,120,625) or in any other country or locality worldwide, together with the goodwill of the business in connection with which the Mark is used and which is

symbolized by the Mark and the resulting right to recover damages and profits for past, present or future infringements or unauthorized use thereof, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Executed this 18 day of February, 2002

ASSIGNOR:

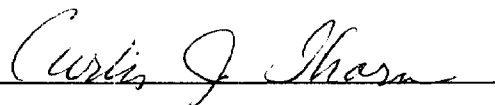
NATIONAL IMAGING AFFILIATES, INC.,  
a Delaware corporation

By: 

Title: Vice President

ASSIGNEE:

MEDSOLUTIONS, INC.,  
a Tennessee corporation

By: 

Title: President & CEO

U.S. EXPRESS MAIL NO. EL027844568US

DATE MAILED: February 19, 2002

Contents: Cover Letter; Recordation Form Cover Sheet and  
copies of assignments for Reg. No. 2,120,625; Check for \$40.00

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Page 2 of Two Page Assignment

RECORDED: 02/19/2002

TRADEMARK  
REEL: 002460 FRAME: 0306