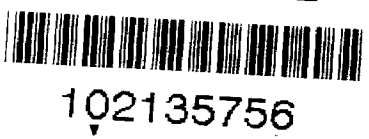


RE

06-26-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): National Imaging Affiliates, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other 6-18-02 Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: American Health Scan, Inc. Internal Address: Three Lake Center Street Address: 3838 N. Causway Blvd. #3000 City: Metairie State: LA Zip: 70002 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Nevada [] 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: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: January 14, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/245,322 Additional number(s) attached [] Yes [x] No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed: Name: James M. Towe, Jr. Internal Address: President Street Address: 3838 N. Causway Blvd. #3000 City: Metairie State: LA Zip: 70002

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41) \$ previously submitted [] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: N/A

DO NOT USE THIS SPACE

9. Signature. James M. Towe, Jr. Name of Person Signing

Signature Date 6-16-02

Total number of pages including cover sheet, attachments, and document: Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05-21-2002
102094055



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):
National Imaging Affiliates, Inc.

- Individual(s)
- General Partnership
- Corporation-State Nevada
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 10th, 2002

2. Name and address of receiving party(ies)
Name: American Health Scan, Inc.

Internal Address: Three Gateway Center
Street Address: 3838 N. Causeway Blvd. #3000
City: Metairie State: LA Zip: 70002

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State NEVADA
- Other

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/245,322

B. Trademark Registration No.(s) N/A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James M. Towse, Jr.
Internal Address: Pres. Suit

Street Address: #3000
3838 N. Causeway Blvd.
Metairie LA
City: Metairie State: LA Zip: 70002

6. Total number of applications and registrations involved:

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:

Name of Person Signing

James M. Towse, Jr.
Signature

1-14-02
Date

5

Total number of pages including cover sheet, assignments, and documents:
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20531

05/22/2002 6TON11 00000062 76245322

31 FC:481

40.00 OP

TRADEMARK ASSIGNMENT

This Agreement is by and between National Imaging Affiliates, Inc. ("Assignor") and American Health Scan, Inc. ("Assignee").

WHEREAS, Assignor filed a United States Trademark Intent-to-Use Application Serial No. 76-245,322 for a certain trademark identified as follows: INNERLOOK (the "Trademark");

WHEREAS, Assignee is a successor to the business of Assignor, or portion thereof, to which the Trademark pertains;

WHEREAS, Assignee's business is ongoing and existing; and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark,

NOW, the parties agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

2. **Consideration.** In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$10.00 (ten dollars), payable on January 14, 2002.

3. **Representations and Warranties.** Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement pursuant to Section 10 of the Trademark Act, 15 U.S.C. §1060;
- (b) Assignee intends to use the Trademark in commerce;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;

- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

6. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

7. **Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Louisiana.

Date: January 14, 2002.

ASSIGNOR:

ASSIGNEE:

NATIONAL IMAGING
AFFILIATES, INC.

AMERICAN HEALTH SCAN, INC.

By: [Signature]

By: [Signature]

Printed: James M. Towne, Jr.

Printed: James M. Towne, Jr.

Title: President

Title: President

NOTARIZATION FORM

State of Louisiana

PARISH
County of ORLEANS

On 1/14/02 [date] before me, BRANDON E. MARY [name of notary], notary, personally appeared JAMES H. TOWE, JR. [person(s) involved], 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.

Signature 
Notary

BRANDON EDWARD MARY
NOTARY PUBLIC
Parish of Orleans, State of Louisiana
My Commission is issued for Life

TRADEMARK ASSIGNMENT

This Agreement is by and between National Imaging Affiliates, Inc. ("Assignor") and American Health Scan, Inc. ("Assignee").

WHEREAS, Assignor filed a United States Trademark Intent-to-Use Application Serial No. 76-245,322 for a certain trademark identified as follows: INNERLOOK (the "Trademark");

WHEREAS, Assignee is a successor to the business of Assignor, or portion thereof, to which the Trademark pertains;

WHEREAS, Assignee's business is ongoing and existing; and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

NOW, the parties agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

2. **Consideration.** In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$10.00 (ten dollars), payable on January 14, 2002.

3. **Representations and Warranties.** Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement pursuant to Section 10 of the Trademark Act, 15 U.S.C. §1060;
- (b) Assignee intends to use the Trademark in commerce;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;

- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

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7. **Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Louisiana.

Date: January 14, 2002.

ASSIGNOR:

ASSIGNEE:

NATIONAL IMAGING
AFFILIATES, INC.

AMERICAN HEALTH SCAN, INC.

By: [Signature]

By: [Signature]

Printed: James M. Towse, Jr.

Printed: James M. Towse, Jr.

Title: President

Title: President

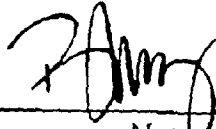
NOTARIZATION FORM

State of Louisiana

PARISH
County of ORLEANS

On 1/14/02 [date] before me, BRANDON E. MARY [name of notary], notary, personally appeared JAMES M. TOWE, JR. [person(s) involved], 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.

Signature 
Notary

BRANDON EDWARD MARY
NOTARY PUBLIC
Parish of Orleans, State of Louisiana
My Commission is issued for Life

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office

APPLICANT: National Imaging Affiliates, Inc. §
MARK: INNERLOOK §
Re. Doc. ID No. 102094055 §

SERIAL NO: 76/245322
FILING DATE: April 23, 2001
EXAMINER: STEVEN POST

U.S. PATENT AND TRADEMARK OFFICE,
ASSIGNMENT DIVISION,
Box ASSIGNMENTS CG-4
1213 Jefferson Davis Hwy, Suite 320
Washington, D.C. 20231

I hereby certify that this Response to Office Action is being deposited with the United States Postal Service via First Class Mail service under 37 C.F.R. 1.1 in an envelope addressed to U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, Box ASSIGNMENTS CG-4 1213 Jefferson Davis Hwy, Suite 320 Washington, D.C. 20231

On June 18, 2002
By Amy N. Slivocka
Amy N. Slivocka

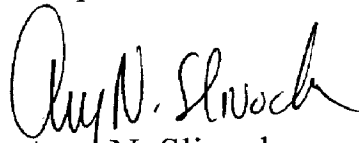
**RESPONSE TO UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE ON NON-RECORDATION OF DOCUMENT**

On or about May 22, 2002, The United States Patent and Trademark Office mailed the enclosed Notice of Non-Recordation of Documents to Applicant because the "document submitted is not legible for recording purposes." Please accept the attached new Recordation Form Cover Sheet as a substitute for the previously filed Recordation Form Cover Sheet.

If you have any questions or concerns, please call me at (214) 761-4339.

Date: 6/18/2002

Respectfully submitted,


Amy N. Slivocka