

07-26-2002



FACSIMILE OF FORM PTO-1594
(Rev. 03/01)
Office

PT

U.S. DEPARTMENT OF COMMERCE
U.S. Patent And Trademark

102169324

MARKS ONLY

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

1. Name of conveying party(ies):
Sterling Diagnostic Imaging, Inc. *07/22/02*
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of Delaware
 Other _____

2. Name and address of receiving party(ies)
Name: **SDI Investments, L.L.C.**
Street Address: **10 South Academy**
City: **Greenville** State: **South Carolina** Zip: **29602-9048**
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other: **Delaware Limited Liability Company**

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: **May 13, 1999**

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

FINANCE SECTION
JUL 22 AM 9:01
RECORDED

4. Application Number(s) or Registration Number(s)
A. Trademark Application No. (s)
75/345,584; 75/312,239; 75/404,941
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
|

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Paul J. Hartnett, Jr.**
Brown, Rudnick, Berlack, Israels, L.L.P.
Street Address: **One Financial Center**
City: **Boston** State: **MA** Zip **02111**

6. Total number of applications and registration involved: 3

7. Total fee (37 CFR 3.41) **\$90.00**
 Enclosed
 Authorized to be charged to deposit account (additional fees)

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Name of Person Signing: Brian L. Michaelis Signature: *Brian Michaelis* Date: July 12, 2002
Total number of pages including cover sheet, attachments, and document - 6

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

07/25/2002 DBYRNE 00000137 75345584
01 FC:481 40.00 OP
02 FC:482 50.00 OP

TRADEMARK
REEL: 002550 FRAME: 0234

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of May 13, 1999, and is by and between Sterling Diagnostic Imaging, Inc., a Delaware corporation ("Assignor"), and SDI Investments, L.L.C., a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, SDI Holding Corp. (the "Company"), Agfa-Gevaert N.V. and Agfa Acquisition Corp. have entered into an Agreement and Plan of Merger dated January 10, 1999 (the "Merger Agreement"); and

WHEREAS, Assignor and Assignee are wholly-owned subsidiaries of the Company; and

WHEREAS, Assignor is the owner of all right, title and interest in, to and under certain trademarks, service marks and trade names as represented by the trademarks, including all domestic and foreign rights, and their associated registrations and applications described on Exhibit A attached hereto and incorporated by reference herein (collectively, the "Trademarks"); and

WHEREAS, pursuant to the terms of the Merger Agreement, prior to the Effective Time of the Merger, Assignor must transfer the Trademarks to a subsidiary of Assignee; and

WHEREAS, Assignor and Assignee have determined to make such transfer of the Trademarks and other rights by having Assignor make a capital contribution of such Trademarks and other rights to Assignee and having Assignee in turn make a capital contribution of such Trademarks and other rights to one of its subsidiaries;

NOW, THEREFORE, subject to the terms, conditions, covenants and provisions of this Assignment, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, agree as follows:


1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Merger Agreement.
2. Transfer. Assignor contributes, assigns, transfers and conveys to the Assignee, and its permitted successors and assigns forever, and Assignee does hereby accept, (i) all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the business associated with and symbolized by the Trademarks, and (ii) all causes of action, past, present, and future, for infringement, unfair competition or otherwise with respect to the Trademarks.
3. Further Assurances. Assignor will, upon the written request of Assignee, its successors or assigns, execute all documents, prepared at the expense of Assignee, its successors or assigns, necessary or practicable in order to perfect Assignee's foreign and domestic title to

any and all rights in the Trademarks conveyed hereunder, including, but not limited to, recordal of this Assignment to reflect Assignee's ownership of the Trademarks.

- 4. Authority. Assignor covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed and will not execute any agreement in conflict herewith and that it will not take any future action to challenge or otherwise damage the rights granted herein; provided, however, that Assignor neither warrants nor represents the validity of any rights, applications or registrations related to the Trademarks, nor whether use of the Trademarks is free from a claim of infringement from any third party.
- 5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to the choice of law principles thereof.
- 6. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement, it being understood that the parties do not have to execute the same counterpart.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their duly authorized representatives as of the day and year first above written.

STERLING DIAGNOSTIC IMAGING, INC.

By: 
 Name: Patrick D. de Maynadier
 Title: Senior Vice President

STATE OF TEXAS §
 COUNTY OF HARRIS §

Personally appeared before me this 13th day of May, 1999, PATRICK D. de MAYNADIER to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

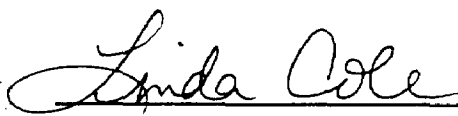
(SEAL) 
 Notary Public
 My Commission expires 7/21/99

EXHIBIT A
TRADEMARKS

See Attached.

STERLING®

Diagnostic Imaging

February 8, 1999



To: Patrick de Maynadier
Ron Bonelli
John Heaps

From: Joe Guy

Subject: Spin-off Information

The listed trademarks or trademark registrations will be transferred from Sterling Diagnostic Imaging, Inc. to Direct Radiography Corp. at, or near, spinoff.

There are no trademarks or trademark registrations related to Sterling Dry Imaging Systems, Inc. that are not already assigned to the SDIS subsidiary.

This is provided for use in obtaining bank consent.

Mark	Serial No. Registration No.	Current Owner
Directray (US)	75/345,584	Sterling Diagnostic Imaging, Inc.
Directx (US)	75/312,239	Sterling Diagnostic Imaging, Inc.
iiRAD and Design (US)	75/404,941	Sterling Diagnostic Imaging, Inc.

Sterling Diagnostic Imaging, Inc.
Staton Road • P.O. Box 267
Brevard, NC 28712-0267

TRADEMARK

REEL: 002550 FRAME: 0239

July 12, 2002

BOX ASSIGNMENT

Assistant Commissioner for Patents
Washington D.C. 20231

Re: U.S. Trademark Application Nos. 75,345,584, 75/312,239 and 75/404,941
Marks: DIRECTRAY, DIRECTX and IIRAD and design
Our File No.: 11648/24

CERTIFICATE OF MAILING

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to the: BOX ASSIGNMENT, Assistant Commissioner for Patents, Washington, D.C. 20231 on:

By: June E. Kaps Date: July 12, 2002
June E. Kaps Date

Dear Sir:

Enclosed for recordation in the above-identified application is:

- 1.) Executed Assignment from Sterling Diagnostic Imaging Inc. to SDI Investments, L.L.C.; and
- 2.) Check in the amount of \$90.00

Respectfully submitted,

BROWN RUDNICK BERLACK ISRAELS LLP

By: Brian Michaelis
Brian L. Michaelis

BLM/jek
Enclosures

#1123822 v1 - michaelis - _35@011.doc - 11648/24

One Federal Center
Boston, Massachusetts 02111
617-856-8300
617-856-8301
www.brbilaw.com

RECORDED: 07/22/2002

TRADEMARK
REEL: 002550 FRAME: 0240