

07-26-2002

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(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent And Trademark

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

1. Name of conveying party(ies):

SDI Investments, L.L.C.

07/22/02

- Individual(s)
- General Partnership
- Corporation-State of _____
- Other: Delaware Limited Liability Company

Additional names(s) of conveying party(ies) attached?

Yes No

3. Nature of conveyance:

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

Execution Date: **May 13, 1999**

2. Name and address of receiving party(ies)

Name: **DRC Holding Corp.**

Internal

Address: _____

Street Address: **600 Technology Drive**

City: **Newark** State **DE** Zip **19702**

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State of Delaware

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

4. Application Number(s) or Registration Number(s)

A. Trademark Application No. (s)

75/345,584; 75/312,239; 75/404,941

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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:

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.

Brian L. Michaelis

Brian Michaelis

July 12, 2002

Name of Person Signing:

Signature

Date

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 00000139 75345584

01 FC:481
02 FC:482

40.00 DP
50.00 DP

TRADEMARK
REEL: 002550 FRAME: 0601

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of May 13, 1999, and is by and between SDI Investments, L.L.C., a Delaware limited liability company ("Assignor"), and DRC Holding Corp., a Delaware corporation ("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.

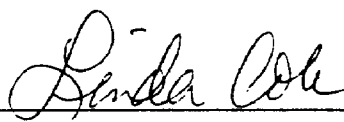
IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their duly authorized representatives as of the day and year first above written.

SDI INVESTMENTS, L.L.C.

By: 
 Name: PATRICK D. de MAYNADIER
 Title: 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.


 Notary Public
 My Commission expires 7/21/99

(SEAL)

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.
Stanton Road • P.O. Box 267
Brevard, NC 28712-0267

TRADEMARK

---REEL: 002550 FRAME: 0606

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

Dear Sir:

Enclosed for recordation in the above-identified application is:

- 1.) Executed Assignment from SDI Investments, L.L.C. to DRC Holding Corp.; 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

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