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

102169317

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

1. Name of conveying party(ies):
DRC Holding Corp. *07/22/02*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of Delaware _____
 Other _____

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

2. Name and address of receiving party(ies)
 Name: **Direct Radiography Corp.**
 Street Address: **600 Technology Drive**
 City: **Newark** State **DE** Zip **19702**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware

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

Execution Date: **May 13, 1999**

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) B. Trademark Registration No.(s)

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

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: 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.

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

FINANCE SECTION
NO RECORDS

07/25/2002 DBYRNE 00000138 75345584
01 FC:481 40.00 OP
02 FC:482 50.00 OP

TRADEMARK
REEL: 002550 FRAME: 0608

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of May 13, 1999, and is by and between DRC Holding Corp., a Delaware corporation ("Assignor"), and Direct Radiography 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.

DRC HOLDING CORP.

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.


(SEAL) 99

 Notary Public
 My Commission expires 7/21/99

EXHIBIT A
TRADEMARKS

See Attached.

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