

05-30-2003

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

1-16-03
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

RESUBMISSION

1. Name of conveying party(ies):

North American Imaging, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: January 9, 2003

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings bank

Internal Address: _____

Street Address: 500 East Devon Avenue

City: Elk Grove Village State: IL ZIP: 60007

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State IL
- 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 patent number(s):

A. Trademark Application No.(s)

See Schedule A-1

B. Trademark Registration No.(s)

See Schedule A-1

Additional numbers attached? Yes No

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

RETURN TO:
FEDERAL RESEARCH CORP
1030 15th STREET NW
SUITE 920
WASHINGTON DC 20005

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

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.

Andrea Serdiuk
Name of Person Signing

Andrea Serdiuk
Signature

1/10/03
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 Patents & Trademarks, Box Assignments
Washington, D.C. 20231

1387102
01/17/2003 GTOW11 00000045 2604045

01 FC:0521 40.00 DP
02 FC:0522 125.00 DP

TRADEMARK
REEL: 002661 FRAME: 0235

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

MARK	REGISTRATION NO.	REGISTRATION DATE
THE DICOM BOX	2,604,045	8/06/02
PRO IMAGE NORTH AMERICAN IMAGING	2,430,999	02/27/01
NORTH AMERICAN IMAGING, INC.	2,179,814	8/11/98
PRO IMAGE NORTH AMERICAN IMAGING	1,727,338	10/27/92
NAI	1,524,351	2/14/89
NAI	1,524,233	2/14/98

**REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**

None.

**REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS**

None.

TRADEMARK COLLATERAL AGREEMENT

This 9th day of January, 2003, North American Imaging, Inc., an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 924 Via Alondra, Camarillo, California 93012, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 500 East Devon Avenue, Elk Grove Village, Illinois 60007, and its successors and assigns ("*Secured Party*") a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

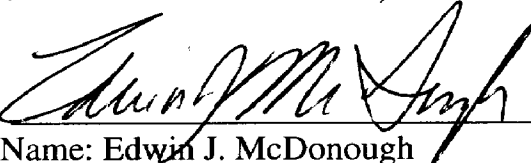
to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, certain affiliates of Debtor, and Secured Party (such Security Agreement as the same may be amended, modified or restated from time to time referred to herein as the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

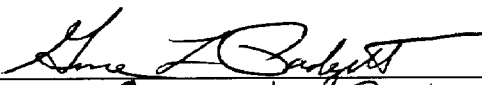
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NORTH AMERICAN IMAGING, INC.

By 
Name: Edwin J. McDonough
Title: Chief Executive Officer

HARRIS TRUST AND SAVINGS BANK

By 
Name: Gene L. Padgett
Title: Vice President

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None.