

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Northwest Medical Physics Equipment, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- 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: 02/07/2003

2. Name and address of receiving party(ies)

Name: Northwest Medical Physics, Inc.

Internal

Address: _____

Street Address: 1401 8th Street

City: Orange City State: IA Zip: 51041

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Iowa
- 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) 2185315, 2642257

Additional number(s) attached Yes No

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

Name: Kirk M. Hartung

Internal Address: _____

Street Address: 801 Grand Avenue, Suite 3200

City: Des Moines State: IA Zip: 50309-2721

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account any under payment or credit of any over payment

8. Deposit account number:

26-0084

DO NOT USE THIS SPACE

9. Signature.

KIRK M. HARTUNG
Name of Person Signing

Kirk M. Hartung
Signature

1/13/04
Date

Total number of pages including cover sheet, attachments, and document: 4

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

CH \$66.00 260084 2186315

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 7th day of February, 2003, by Northwest Medical Physics Equipment, Inc., a Washington corporation with its principal place of business at 21031 67th Avenue West, Lynnwood, Washington 98036 ("Assignor"), to Northwest Medical Physics, Inc., an Iowa corporation with its principal place of business at 1401 8th Street, Orange City, Iowa 51041 ("Assignee").

RECITAL

Assignee, Assignor and Andrew Jones are parties to an Asset Purchase Agreement dated as of February 7, 2003 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks, trade names, and trade dresses of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trade names, and trade dresses, as well as pending federal, state, and foreign registration applications, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

For said considerations Assignor hereby agrees to perform, upon request, any and all affirmative acts to protect the Marks and vest all rights therein hereby conveying in the said Assignee, its successors and assigns. Assignor further agrees upon the request of Assignee, its successors or assigns, in the event of any Marks assigned herein becoming involved in oppositions or litigation, to cooperate to the best of its ability with the Assignee, its successors or assigns in the

TRADEMARK

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matters of preparing and executing documents and statements and giving and producing evidence relating thereto.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Iowa without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

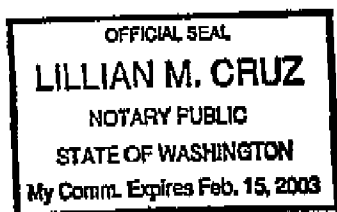
NORTHWEST MEDICAL PHYSICS EQUIPMENT, INC.

By: *[Signature]*
Name: Andrew Jones
Title: President

State of Washington)
)ss.:
County of ~~Snohomish~~ ^{King}

On this 7th day of February, 2003, before me, the undersigned, personally appeared Andrew Jones, President of Northwest Medical Physics Equipment, Inc., a Washington corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Lillian M. Cruz
Notary Public Lillian M. Cruz
In and for the State of Washington
residing at Woodinville
My Commission Expires: 2/15/03

SCHEDULE A

	Servicemark or Trademark	U.S. or Canadian Registration No.	Registration Date	Application Number	Application Date
Registered Servicemarks and Trademarks	pRefNet	2,147,144	3/31/98	N/A	N/A
	Acculoc	2,642,257	10/29/02	N/A	N/A

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