

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Asset Purchase Agreement & General Assignment
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medical Registry Services, Inc.		12/23/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	IMPAC Medical Systems, Inc.
Street Address:	100 West Evelyn Avenue
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94041
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2339919	MRS

CORRESPONDENCE DATA	
Fax Number:	(650)614-7401
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650-614-7400
Email:	smasetti@orrick.com
Correspondent Name:	Susan L. Masetti
Address Line 1:	1000 Marsh Road
Address Line 4:	Menlo Park, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	11154-1
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NAME OF SUBMITTER:	Susan L. Masetti
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GENERAL ASSIGNMENT

This General Assignment (this "Assignment") is made by Tamtron Corporation, a California corporation ("Tamtron"), and Medical Registry Services, Inc., a Delaware corporation ("MRS" and together with Tamtron, each a "Seller" and, collectively, the "Sellers"), to IMPAC Medical Systems, Inc., a Delaware corporation ("Purchaser").

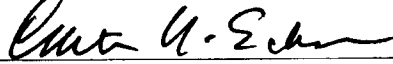
The parties have entered into that certain Asset Purchase Agreement, dated as of November 24, 2003 (the "Purchase Agreement"). Pursuant to such Purchase Agreement, each Seller desires to assign to Purchaser all of such Seller's right, title and interest in and to all Purchased Intellectual Property, as defined in the Purchase Agreement.

Now therefore, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, each Seller does hereby assign, transfer, grant, sell, and otherwise convey to Purchaser and its successors and assigns all of such Seller's worldwide right, title, and interest in and to the Purchased Intellectual Property.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this General Assignment as of the date last below set forth.

Dated: December 23, 2003

TAMTRON CORPORATION

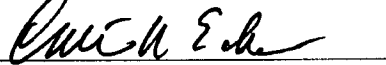
By: 

Name: Carter Eckert

Title: Chairman and Chief Executive Officer

Dated: December 23, 2003

MEDICAL REGISTRY SERVICES, INC.

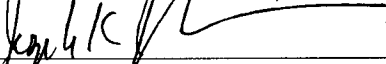
By: 

Name: Carter Eckert

Title: President and Treasurer

Dated: December 23, 2003

IMPAC MEDICAL SYSTEMS, INC.

By: 

Name: Joseph K. Jachinowski

Title: President and Chief Executive Officer

EXECUTION COPY

ASSET PURCHASE AGREEMENT
BY AND AMONG
TAMTRON CORPORATION,
MEDICAL REGISTRY SERVICES, INC.
AND
IMPAC MEDICAL SYSTEMS, INC.

Dated as of November 24, 2003

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of November 24, 2003, by and among Tamtron Corporation, a California corporation ("Tamtron"), Medical Registry Services, Inc., a Delaware corporation ("MRS" and together with Tamtron, each a "Seller" and, collectively, the "Sellers"), and IMPAC Medical Systems, Inc., a Delaware corporation ("Purchaser").

WITNESSETH:

WHEREAS, Sellers, and certain of their Affiliates, including IMPATH Inc., a Delaware corporation ("IMPATH"), each commenced a case (collectively, the "Bankruptcy Case") under chapter 11 of title 11 of the United States Code, 11 U.S.C. Sections 101 et seq. (the "Bankruptcy Code"), on September 28, 2003 by filing a voluntary petition with the United States Bankruptcy Court for the Southern District of New York;

WHEREAS, Sellers presently conduct the Businesses;

WHEREAS, Sellers desire to sell, transfer and assign to Purchaser, and Purchaser desires to acquire and assume from Sellers, pursuant to Sections 363 and 365 of the Bankruptcy Code, all of the Purchased Assets and Assumed Liabilities, all as more specifically provided herein; and

WHEREAS, certain terms used in this Agreement are defined in Section 1.1;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Certain Definitions.

For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” means this Asset Purchase Agreement, dated as of November 24, 2003, by and among Tamtron, MRS and Purchaser (as the same may be amended, modified or supplemented from time to time in accordance with the terms and provisions hereof).

“Allocation Schedule” shall have the meaning set forth in Section 10.3.

“Antitrust Laws” shall have the meaning set forth in Section 8.3(b).

“Assumed Liabilities” shall have the meaning set forth in Section 2.3.

“Audit Escrow Amount” shall mean the amount of \$440,000.

“Audited Financial Statements” shall have the meaning set forth in Section 8.10(a).

“Bankruptcy Case” shall have the meaning set forth in the Recitals.

“Bankruptcy Code” shall have the meaning set forth in the Recitals.

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York or any other court having jurisdiction over the Bankruptcy Case from time to time.

“Bidding Procedures Order” means an order of the Bankruptcy Court, substantially in the form attached as Exhibit A, that, among other things, (i) approves the payment of the Break-Up Fee and expense reimbursement on the terms and conditions set forth in Section 7.1 hereof and (ii) establishes a date by which Competing Bids must be submitted by bidders and establishes procedures for the auction process.

“Break-Up Fee” shall have the meaning set forth in Section 7.1.

“Business” means, with respect to each Seller, the business of such Seller as currently or heretofore conducted, and “Businesses” means, collectively, the businesses of both Sellers as currently or heretofore conducted.

“Business Day” means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

“Closing” shall have the meaning set forth in Section 4.1.

“Closing Date” shall have the meaning set forth in Section 4.1.

“Closing Date Balance Sheet” shall have the meaning set forth in Section 8.10(e).

“Code” means the Internal Revenue Code of 1986, as amended.

“Competing Bid” shall have the meaning set forth in Section 7.2.

“Confidentiality Agreement” shall have the meaning set forth in Section 8.5(a).

“Contract” means any contract, indenture, note, bond, lease or other written agreement.

“Copyrights” shall have the meaning set forth in Section 1.1 (in Purchased Intellectual Property definition).

“Cure Amounts” shall have the meaning set forth in Section 2.5.

“Deposit Escrow Funds” shall have the meaning set forth in Section 3.2.

“Documents” means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, technical documentation (including design specifications, functional requirements, operating instructions, logic manuals and flow charts), user documentation (including installation guides, user manuals, training materials, release notes and working papers), marketing documentation (including sales brochures, flyers and pamphlets), and other similar materials related to the Businesses and the Purchased Assets, in each case, whether or not in electronic form.

“Employee Benefit Plans” shall have the meaning set forth in Section 5.9(a).

“Employees” means all individuals, as of the date hereof, who are employed by Sellers, together with individuals who are hired by Sellers after the date hereof and prior to the Closing.

“Environmental Law” means any applicable foreign, federal, state or local statute, regulation, ordinance, or rule of common law currently in effect relating to the protection of the environment.

“ERISA” means the Employment Retirement Income Security Act of 1974, as amended.

“Escrow Agent” means the escrow agent identified in the Escrow Agreement.

“Escrow Agreement” means the Escrow Agreement, to be executed and delivered by Purchaser, Sellers and Escrow Agent on the Closing Date, to the extent required by Section 3.4, in form and substance reasonably satisfactory to the parties hereto.

“Excluded Assets” shall have the meaning set forth in Section 2.2.

“Excluded Contracts” means the Contracts listed on Schedule 1.1(a).

“Excluded Liabilities” shall have the meaning set forth in Section 2.4.

“Furniture and Equipment” means all furniture, fixtures, furnishings, equipment, vehicles, leasehold improvements, and other tangible personal property owned or used by either Seller in the conduct of the Businesses, including all such artwork, desks, chairs, tables, Hardware, copiers, telephone lines and numbers, telecopy machines and other telecommunication equipment, cubicles and miscellaneous office furnishings and supplies.

“GAAP” means generally accepted accounting principles in the United States as of the date hereof.

“Governmental Body” means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

“Hardware” means any and all computer and computer-related hardware, including, but not limited to, computers, file servers, facsimile servers, scanners, color printers, laser printers and networks.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“IMPATH” shall have the meaning set forth in the Recitals.

“Independent Auditors” shall have the meaning set forth in Section 8.10(b).

“Interim Financial Statements” shall have the meaning set forth in Section 5.15.

“Knowledge of the Applicable Seller” means, with respect to Tamtron, the actual knowledge of those Persons identified on Schedule 1.1(b)(i) hereto and, with respect to MRS, the actual knowledge of those Persons identified on Schedule 1.1(b)(ii) hereto.

“Law” means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation.

“Legal Proceeding” means any judicial, administrative or arbitral actions, suits or proceedings (public or private) by or before a Governmental Body.

“Liability” means any debt, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due), and including all costs and expenses relating thereto.

“License Agreement” means the License Agreement referenced as item 3 on Schedule 5.8(a)(v).

“Lien” means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude or transfer restriction under any shareholder or similar agreement.

“Marks” shall have the meaning set forth in Section 1.1 (in Purchased Intellectual Property definition).

“Material Adverse Effect” means (a) a material adverse effect on the business, assets, properties, results of operations or financial condition of (x) MRS and its subsidiaries and (y) Tamtron and its subsidiaries (all of (x) and (y) taken as a whole), or (b) a material adverse effect on the ability of Sellers to consummate the transactions contemplated by this Agreement, other than, in the case of clause (a) or (b), an effect resulting from (i) any change in the United States or foreign economies or securities or financial markets in general; (ii) any change that generally affects any industry in which either Seller operates; (iii) any change arising in connection with earthquakes, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions existing or underway as of the date hereof; (iv) any action taken by Purchaser or its Affiliates with respect to the transactions contemplated hereby or with respect to Sellers, including their employees; (v) any changes in applicable Laws or accounting rules; (vi) the public announcement of this Agreement, compliance with terms of this Agreement or the consummation of the transactions contemplated by this Agreement; or (vii) any effect resulting from the filing of the Bankruptcy Case and reasonably anticipated effects thereof.

“Material Contract” shall have the meaning set forth in Section 5.8.

“Motion” means the motion or motions of Sellers, in form and substance reasonably acceptable to Purchaser and Sellers, seeking approval and entry of the Bidding Procedures Order and the Sale Order.

“MRS” has the meaning set forth in the Preamble.

“Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body.

“Ordinary Course of Business” means the ordinary and usual course of normal day-to-day operations of the Businesses through the date hereof consistent with past practice.

“Patents” shall have the meaning set forth in Section 1.1 (in Purchased Intellectual Property definition).

“Permits” means any approvals, authorizations, consents, licenses, permits or certificates of a Governmental Body.

“Permitted Exceptions” means (i) all defects, exceptions, restrictions, easements, rights of way and encumbrances disclosed in policies of title insurance; (ii) statutory liens for current Taxes, assessments or other governmental charges not yet delinquent or the amount or validity of which is being contested in good faith by appropriate proceedings provided an appropriate reserve is established therefor; (iii) mechanics’, carriers’, workers’, repairers’ and similar Liens arising or incurred in the Ordinary Course of Business; (iv) zoning, entitlement and other land use and environmental regulations by any Governmental Body; (v) title of a lessor under a capital or operating lease; and (vi) such other imperfections in title, charges, easements, restrictions and encumbrances which would not reasonably be expected to have a Material Adverse Effect.

“Person” means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

“Personal Property Leases” shall have the meaning set forth in Section 5.6.

“Prepaid Deposits” shall have the meaning set forth in Section 2.1(c).

“Products” means any and all products, including Software products, developed, manufactured, licensed, marketed or sold by Sellers.

“Purchased Assets” shall have the meaning set forth in Section 2.1.

“Purchased Contracts” means the Contracts set forth on Schedule 1.1(c).

“Purchased Intellectual Property” means all intellectual property rights of each Seller arising from or in respect of the following: (i) all patents and applications therefor, including continuations, divisionals, continuations-in-part, or reissue patent applications and patents issuing thereon (collectively, “Patents”), (ii) all trademarks, service marks, trade names, service names, brand names, all trade dress rights, logos, Internet domain names and corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof (collectively, “Marks”), (iii) copyrights and registrations and applications therefor and works of authorship, and mask work rights (collectively, “Copyrights”) and (iv) all Software and Technology owned by Sellers, excluding, in the case of each of clauses (i) through (iv), any intellectual property rights used by any Seller in the conduct of the Businesses which incorporate Patents, Marks or Copyrights owned by IMPATH or any of its Affiliates, other than MRS or Tamtron, and which are identified on Schedule 1.1(d).

“Purchase Price” shall have the meaning set forth in Section 3.1.

“Purchaser” shall have the meaning set forth in the Preamble.

“Purchaser Documents” shall have the meaning set forth in Section 6.2.

"Real Property Lease" shall have the meaning set forth in Section 5.5.

"Sale Order" shall mean an order or orders of the Bankruptcy Court pursuant to sections 363 and 365 of the Bankruptcy Code, substantially in the form attached as Exhibit B, approving this Agreement and all of the terms and conditions hereof, and approving and authorizing Sellers to consummate the transactions contemplated hereby. Without limiting the generality of the foregoing, such order or orders shall find and provide, among other things, that (i) the Purchased Assets sold to Purchaser pursuant to this Agreement shall be transferred to Purchaser free and clear of all Liens other than Liens created by Purchaser and Permitted Exceptions; provided, however, that any such Liens, to the extent such Liens exist and except for Liens created by Purchaser and Permitted Exceptions, shall attach to the Purchase Price; (ii) Purchaser has acted in "good faith" within the meaning of Section 363(m) of the Bankruptcy Code; (iii) this Agreement was negotiated, proposed and entered into by the parties without collusion, in good faith and from arm's length bargaining positions; (iv) the Bankruptcy Court shall retain jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement, or the breach hereof as provided in Section 11.4 hereof; and (v) this Agreement and the transactions contemplated hereby may be specifically enforced against and binding upon, and not subject to rejection or avoidance by, Sellers or any chapter 7 or chapter 11 trustee of Seller.

"Sellers" shall have the meaning set forth in the Preamble.

"Seller Documents" shall have the meaning set forth in Section 5.2.

"Software" means, except to the extent generally available for purchase from a third Person, any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, and (iv) all documentation including user manuals and other training documentation related to any of the foregoing.

"Tamtron" shall have the meaning set forth in the Preamble.

"Tax Authority" means any state or local government, or agency, instrumentality or employee thereof, charged with the administration of any Law relating to Taxes.

"Tax Return" means all returns, declarations, reports, estimates, information returns and statements required to be filed in respect of any Taxes.

"Taxes" means (i) all federal, state, local or foreign taxes, charges, or other assessments, including all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes and (ii) all interest, penalties, fines, additions to

tax or additional amounts imposed by any Tax Authority in connection with any item described in clause (i).

“Technology” means, collectively, all designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, subroutines, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and all related technology, that are used in, incorporated in, embodied in, displayed by or relate to, or are used or useful in the design, development, reproduction, maintenance or modification of, any of the Products.

“Termination Date” shall have the meaning set forth in Section 4.4(a).

“Transferring Employees” shall have the meaning set forth in Section 8.13(a).

“Transfer Taxes” shall have the meaning set forth in Section 10.1.

“Transition Services Agreement” means the Transition Services Agreement, to be executed and delivered by Purchaser and IMPATH on the Closing Date, in the form attached as Exhibit C hereto.

“Unaudited Financial Statements” shall have the meaning set forth in Section 8.9.

1.2 Other Definitional and Interpretive Matters

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

Dollars. Any reference in this Agreement to \$ shall mean U.S. dollars.

Exhibits/Schedules. The Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made an integral part of this Agreement as if set forth in full herein. With respect to each Schedule that represents an exception to a representation or warranty made herein, any matter or item disclosed on one Schedule shall be deemed to have been disclosed on each other Schedule. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

Headings. The provision of the Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

Herein. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

Including. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(b) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

ARTICLE II

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing Purchaser shall purchase, acquire and accept from Sellers, and Sellers shall sell, transfer, assign, convey and deliver to Purchaser all of Sellers' right, title and interest in, to and under the Purchased Assets free and clear of all Liens other than Permitted Exceptions and Assumed Liabilities. "Purchased Assets" shall mean all of the assets of Sellers as of the Closing other than the Excluded Assets, including the following (but excluding the Excluded Assets):

- (a) all accounts receivable of Sellers other than (i) any accounts receivable arising out of or in connection with any Excluded Contract and (ii) intercompany accounts receivable;
- (b) all inventory of Sellers;
- (c) all security deposits (including customer deposits and security deposits for rent, electricity, telephone or otherwise) and prepaid charges and expenses of Sellers relating to the Purchased Assets or the Assumed Liabilities set forth on Schedule 2.1(c) ("Prepaid Deposits");

(d) all rights of Sellers under each Personal Property Lease and each Real Property Lease, together with all improvements, fixtures and other appurtenances to such Real Property Lease and rights in respect thereof;

(e) the Furniture and Equipment;

(f) all Purchased Intellectual Property;

(g) the Purchased Contracts;

(h) all Documents that are used in, held for use in or intended to be used in the Businesses, including Documents relating to Products, services, marketing, advertising, promotional materials, Purchased Intellectual Property, personnel files for Transferring Employees and all files, customer files and documents (including credit information), supplier lists, records, literature and correspondence, whether or not physically located on any of the premises referred to in clause (d) above, but excluding (i) personnel files for Employees of either Seller who are not Transferring Employees, (ii) such files as may be required under applicable Law regarding privacy, (iii) Documents which either Seller is not permitted to transfer pursuant to any contractual confidentiality obligation owed to any third party, and (iv) any Documents primarily related to or are required to realize the benefits of any Excluded Assets;

(i) all Permits used by either Seller to the extent assignable;

(j) all supplies owned by either Seller;

(k) all rights of each Seller under non-disclosure or confidentiality, non-compete, or non-solicitation agreements with Employees and agents of either Seller or with third parties, other than the Confidentiality Agreement;

(l) all rights of each Seller under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors, in each case except to the extent related to any Excluded Assets;

(m) the Cancer Information Reference File (CIRF); and

(n) all goodwill and other intangible assets associated with the Businesses, including customer and supplier lists and the goodwill associated with the Purchased Intellectual Property owned by either Seller.

2.2 Excluded Assets. Nothing herein shall be deemed to sell, transfer, assign or convey the Excluded Assets to Purchaser, and each Seller shall retain all of such Seller's respective right, title and interest in and to the Excluded Assets. "Excluded Assets" shall mean all of the following:

(a) all cash, cash equivalents, bank deposits or similar cash items of Sellers (other than Prepaid Deposits);

(b) all of either Seller's deposits or prepaid charges and expenses paid in connection with or relating to any Excluded Assets;

(c) the Excluded Contracts, including any accounts receivable arising out of or in connection with any Excluded Contract;

(d) all intercompany obligations, liabilities and indebtedness, including any note indebtedness, owed to or by a Seller to or by any Affiliate of either Seller;

(e) any (i) confidential personnel and medical records pertaining to any Employee; (ii) other books and records that either Seller is required by Law to retain or that either Seller determines is necessary or advisable to retain, including Tax Returns, financial statements, and corporate or other entity filings; provided, however, that Purchaser shall have the right to make copies of such retained books and records; (iii) minute books, articles or certificates of incorporation, by-laws, all amendments thereto, stock ledgers and stock certificates of Sellers; (iv) documents relating to proposals to acquire either or both Businesses by Persons other than Purchaser; (v) personnel files for Employees of Sellers who are not Transferring Employees; (vi) such files as may be required under applicable Law regarding privacy; (vii) Documents which Sellers are not permitted to transfer pursuant to any contractual confidentiality obligation owed to any third party; and (viii) any Document related to or that is reasonably required to realize the benefits of any Excluded Asset;

(f) any claim, right or interest of Sellers in or to any refund, rebate, abatement or other recovery for Taxes, together with any interest due thereon or penalty rebate arising therefrom, for any Tax period (or portion thereof) ending on or before the Closing Date;

(g) all insurance policies or rights to proceeds thereof relating to the assets, properties, business or operations of Sellers; and

(h) any rights, claims or causes of action of Sellers against third parties relating to assets, properties, business or operations of Sellers arising out of events occurring on or prior to the Closing Date.

2.3 Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing Purchaser shall assume, effective as of the Closing, and shall timely perform and discharge in accordance with their respective terms, the following Liabilities (collectively, the "Assumed Liabilities"):

(a) all Liabilities of Sellers under the Purchased Contracts;

(b) all Transfer Taxes, if any, applicable to the transfer of the Purchased Assets pursuant to this Agreement; and

parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

11.10 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person not a party to this Agreement except as provided above. No assignment of this Agreement or of any rights or obligations hereunder may be made by either Seller or Purchaser (by operation of Law or otherwise) without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void. No assignment of any obligations hereunder shall relieve the parties hereto of any such obligations. Upon any such permitted assignment, the references in this Agreement to Purchaser shall also apply to any such assignee unless the context otherwise requires.

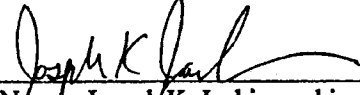
11.11 Non-Recourse. No past, present or future director, officer, employee, incorporator or stockholder of either Seller shall have any liability for any obligations or liabilities of Sellers under this Agreement or the Seller Documents of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

11.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

IMPAC MEDICAL SYSTEMS, INC.

By: 
Name: Joseph K. Jachinowski
Title: President and Chief Executive Officer

TAMTRON CORPORATION

By: _____
Name: Carter H. Eckert
Title: Chairman and Chief Executive Officer

MEDICAL REGISTRY SERVICES, INC.

By: _____
Name: Carter H. Eckert
Title: President

IMPATH INC. (Solely with respect to
acknowledging its obligations in Sections
8.10(f), 8.11 and 8.14)

By: _____
Name: Carter H. Eckert
Title: Chairman and Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

IMPAC MEDICAL SYSTEMS, INC.

By: _____
Name: Joseph K. Jachinowski
Title: President and Chief Executive Officer

TAMTRON CORPORATION

By: Carter H. Eckert
Name: Carter H. Eckert
Title: Chairman and Chief Executive Officer

MEDICAL REGISTRY SERVICES, INC.

By: Carter H. Eckert
Name: Carter H. Eckert
Title: President

IMPACT INC. (Solely with respect to
acknowledging its obligations in Sections
8.10(f), 8.11 and 8.14)

By: Carter H. Eckert
Name: Carter H. Eckert
Title: Chairman and Chief Executive Officer

TOTAL P.02