

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Stock Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bloom Associates, Ltd.		09/10/1992	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Fischer Imaging Corporation		
Street Address:	12300 North Grant Street		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80241		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1457302	BLOOM ASSOCIATES, LTD.	
CORRESPONDENCE DATA			
Fax Number:	(303)447-7800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-447-7781		
Email:	lkramer@faegre.com		
Correspondent Name:	Leslie P. Kramer		
Address Line 1:	1900 Fifteenth Street		
Address Line 4:	Boulder, COLORADO 80302		
ATTORNEY DOCKET NUMBER:	77260-321175		
NAME OF SUBMITTER:	Leslie P. Kramer		
Signature:	/Leslie P. Kramer/		
Date:	10/28/2005		

OP \$40.00 1457302

Total Attachments: 7

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STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (the "Agreement") is made this 10th day of September, 1992 by and between MURRAY BLOOM, a Pennsylvania citizen (the "Seller") and FISCHER IMAGING CORPORATION, a Delaware corporation or its nominee ("Buyer") (Seller and Buyer being sometimes referred to individually as a "Party" and collectively as the "Parties").

W I T N E S S E T H

WHEREAS, Seller owns Two Thousand (2,000) shares of the capital stock of Bloom Associates, Ltd., a Pennsylvania corporation (the "Company"), par value \$1.00 per share constituting all of the issued and outstanding capital stock of the Company (the "Shares"); and

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller all of the Shares under the terms and conditions set forth in this Agreement.

WHEREAS, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, representations, warranties, and agreements herein contained, and intending to be legally bound, Buyer and Seller agree as follows:

ARTICLE 1

SALE AND PURCHASE OF SHARES

1.1 Shares to be Acquired. Subject to the terms and conditions contained herein, Seller shall sell, assign, transfer

and deliver the Shares to Buyer, free and clear of all pledges, liens, security interests, mortgages, encumbrances, or other claims or restrictions of any kind (collectively, "Liens"), and Buyer shall purchase the Shares from Seller, for an aggregate purchase price in the amount of Four Million Dollars (\$4,000,000) (the "Purchase Price") payable in cash and subject to adjustment as set forth in Section 2 hereof.

ARTICLE 2

CLOSING AND PAYMENT OF PURCHASE PRICE

2.1 Closing. The closing of the purchase and sale of the Shares (the "Closing") shall be held at the offices of Pepper, Hamilton & Scheetz, 1235 Westlakes Drive, Suite 400, Berwyn, Pennsylvania 19312 at 10:00 a.m. on September 18, 1992 or at such other time or place as the parties hereto shall agree ("Closing Date").

2.2 Purchase Price. On the Closing Date, Buyer shall pay to Seller Four Million Dollars (\$4,000,000) in immediately available funds; subject to adjustment as follows: in the event that the Net Book Value (as hereinafter defined) of the Company on the Closing Date is more or less than \$1,700,000, the Purchase Price shall be adjusted according to the process set forth in Section 2.3 below. "Net Book Value" shall mean the excess of the book value of all assets of the Company, less all liabilities of

rights of any character relating to the Shares or any authorized but unissued capital stock of the Company.

3.5 Ownership of Shares. Except for the rights acquired by Buyer pursuant to this Agreement, Seller holds all legal and beneficial ownership of and title to the Shares, free and clear of any Liens. Delivery to the Buyer of certificates representing the Shares pursuant to this Agreement will transfer to Buyer valid title thereto, free and clear of all Liens. The Seller has no legal obligation, absolute or contingent, to any other person or firm to sell any of the Shares or to effect any merger, consolidation, or other reorganization of the Company or to enter into any agreement with respect to the Shares.

3.6 Title to Properties. Except as set forth in Schedule 3.6 hereto, the Company has good, valid and marketable title to, or valid leasehold interests in, all of its properties and assets, real, personal, and mixed, tangible and intangible including all of the properties and assets reflected on the balance sheet as of July 31, 1992 that is part of the Financial Statements (as defined in Section 3.8 hereof) and those acquired since July 31, 1992, except in each case for properties and assets sold or otherwise disposed of in the ordinary course of business, free and clear of all Liens, except (a) Liens disclosed in such balance sheet or the notes thereto; (b) liens for current taxes not yet due (c) Liens in connection with workmen's

compensation, unemployment insurance, or other social security obligations; (d) deposits or pledges to secure bids, tenders, contracts (other than contracts for the payment of money), leases, statutory obligations, surety and appeal bonds, and other obligations of like nature arising in the ordinary course of business; (e) mechanic's, workmen's, materialmen's, or other like liens arising in the ordinary course of business with respect to obligations that are not due or that are being contested in good faith; and (f) such imperfections of title, liens, easements, and encumbrances, if any, as are not substantial and do not materially detract from the value, or materially interfere with the present use, of any of the properties subject thereto or affected thereby, or otherwise materially impair the business, operations, or prospects of the Company.

3.7 Intangibles; Names.

To the knowledge of Seller, the Company has good and marketable title to: (i) all service marks, trademarks, trade names, product names, patents and copyrights necessary to the conduct of business by the Company and (ii) to all inventions, discoveries, improvements, processes, formulae, proprietary rights, trade secrets, ideas or other know-how, necessary to conduct the business of the Company, whether owned by the Company or otherwise (all of such items are referred to hereinafter collectively as the "Intangibles"). To the knowledge of Seller,

(a) none of the Intangibles or their past or current uses has infringed or infringes, upon any patent, copyright, trade secret or other proprietary right of any other person; (b) no person is infringing upon any of the Intangibles. In addition, none of the Intangibles is owned by or registered in the name of Seller or any current or former shareholder, director, officer, employee, contractor or agent of the Company, nor does any such person have any interest therein. No person has a right to receive a royalty with respect to any of the Intangibles. Schedule 3.7 contains a correct and complete list of all of the trademarks, tradenames, service marks, registered copyrights, patents and patent applications owned or licensed by the Company.

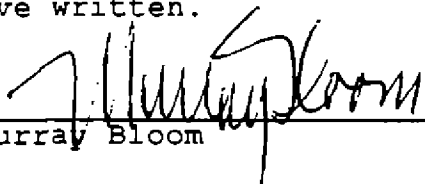
3.8 Financials.

(a) Seller has delivered to Buyer financial statements consisting of balance sheets of the Company as of January 31, 1990, 1991 and 1992 and for the years then ended, and a stub balance sheet for the six (6) month period ending July 31, 1992, together with an income statement and statement of changes in cash flow of the Company for each of the periods then ended ("Financial Statements"). Each of such Financial Statements has been reviewed by an independent certified public accountant. The Financial Statements are in accordance with the applicable books and records of the Company, have been prepared in a manner consistent with prior periods and present fairly the financial

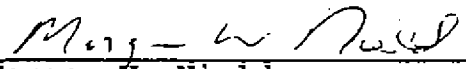
Agreement shall be jointly planned, coordinated, and agreed to by Seller and Buyer. During the period ending on the Closing Date, none of the Parties shall act unilaterally in this regard without the prior approval of the other Party; provided, however, that such approval shall not be unreasonably withheld.

10.13 Further Cooperation. The Buyer shall, and shall cause the Company to, take such actions and execute and deliver such documents as shall be necessary or appropriate to complete the termination of the Pension Plan contemplated by Section 7.1.4 hereof. Nothing in this paragraph shall be construed as to affect the Seller's indemnification obligations under Section 8.1 hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

 (SEAL)
Murray Bloom

FISCHER IMAGING CORPORATION

By: 
Morgan W. Nields
Chairman & Chief Executive
Officer

SCHEDULE 3.7

TRADEMARKS

"Bloom Associates, Ltd."

Issued September 15, 1987
Registration #1457302