

06-27-2005



Documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

Aurora Imaging Technology, Inc.

- Individuals
- Association
- General Partnership
- Limited Partnership
- Corporate-State Delaware
- Other

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

3. Nature of conveyance:

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

Execution Date: June 17, 2005

103028708

Name: Bank of America, N.A., as successor  
Internal Address: by merger to Fleet National Bank

Street Address: 100 Federal Street

City: Boston State MA ZIP 02110

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached:  yes  no  
(Designation 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)

1.) 76/391,844 (4/5/02)

B. Trademark Registration No.(s)

1.) 2,012,550 (11/13/94)

2.) 2,436,809 (12/26/00)

Additional numbers attached?  Yes  No

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

Name: Judy Radoccia

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved ..... 3

7. Total fee (37 CFR 3.41)..... \$90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

(Attach duplicate copy of this page if paying by deposit account) 90E

06/24/2005 DBYRNE 00000031 76391844

DO NOT USE THIS SPACE

01 Fee: 45.00  
02 Fee: 50.00

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.*

Judy Radoccia

Name of Person Signing

Signature

June 22, 2005

Date

Total number of pages including cover sheet, attachments, and document 8

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

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 17, 2005, is made between Aurora Imaging Technology, Inc., a Delaware corporation (the "Grantor"), and Bank of America, N.A., as successor by merger to Fleet National Bank (together with its successors and assigns, the "Lender").

### WITNESSETH:

WHEREAS, a subsidiary of the Grantor and the Lender are parties to a Credit Agreement, dated as of June 17, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Security Agreement, dated as of June 17, 2005 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Borrower Obligations and Grantor's Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lender to make Loans pursuant to the Credit Agreement, the Grantor agrees as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Lender, and grants to the Lender, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency

of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

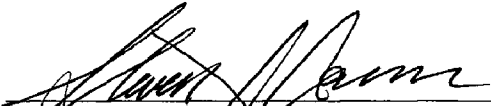
Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

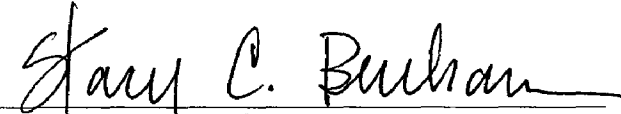
Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as an instrument under seal by its officer thereunto duly authorized as of the date first above written.

AURORA IMAGING TECHNOLOGY, INC.  
[GRANTOR]

By:   
Name: Steven J. James  
Title: Executive Vice President

FLEET NATIONAL BANK,  
a Bank of America company

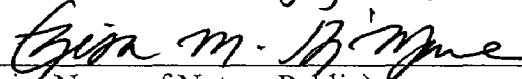
By:   
Name: Stacy C. Benham  
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

On this 31<sup>st</sup> day of May, 2005, before me, the undersigned Notary Public, personally appeared the above-named Steven J. James, proved to me by satisfactory evidence of identification, being (check whichever applies):

- driver's license or other state or federal governmental document bearing a photographic image,
- oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as the duly-authorized EVP of Aurora Imaging Tech, Inc.

  
(Print Name of Notary Public):

My commission expires: Lisa M. DiMare, Notary Public  
Qualified in the Commonwealth of Massachusetts  
**Commission Expires 7/23/2010**

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as an instrument under seal by its officer thereunto duly authorized as of the date first above written.

AURORA IMAGING TECHNOLOGY, INC.

By: \_\_\_\_\_  
Name:  
Title:

BANK OF AMERICA, N.A.,  
as successor by merger to Fleet National Bank

By: Stacy C. Benham  
Name: Stacy C. Benham  
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_ County, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me, the undersigned Notary Public, personally appeared the above-named \_\_\_\_\_, proved to me by satisfactory evidence of identification, being (check whichever applies):  
 driver's license or other state or federal governmental document bearing a photographic image,  
 oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as the duly-authorized \_\_\_\_\_ of Aurora Imaging Technology, Inc.

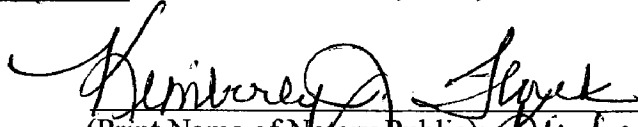
\_\_\_\_\_  
(Print Name of Notary Public): \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Qualified in the Commonwealth of Massachusetts

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 20<sup>th</sup> day of June, 2005, before me, the undersigned Notary Public, personally appeared the above-named Stacy C. Benham, proved to me by satisfactory evidence of identification, being (check whichever applies):

driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as the duly-authorized Vice President of Bank of America, N.A., as successor by merger to Fleet National Bank.

  
(Print Name of Notary Public): Kimberley J. Florek  
My commission expires: 3/13/09  
Qualified in the Commonwealth of Massachusetts

**Item A. Trademarks**

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	AURORA	2012550	November 13, 1994
US	AURORA	2436809	December 26, 2000
	Advancing Breast Imaging (incl. Design)		
US	RODEO	76391844	April 5, 2002

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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None

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
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None

**Item B. Trademark Licenses**

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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None