

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Swissray International, Inc.		06/23/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Lighthouse Capital Partners V, L.P.		
Street Address:	500 Drakes Landing Road		
City:	Greenbrae		
State/Country:	CALIFORNIA		
Postal Code:	94904-3011		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2222127	ADDON-BUCKY	
Registration Number:	2631519	DDRCOMBI	
Registration Number:	2706481	DDRMODULAIRE	
Registration Number:	2141889	SWISSRAY	
Registration Number:	2213256	SWISSVISION	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027216405		
Email:	christine.wilson@thomson.com		
Correspondent Name:	Lighthouse Capital Partners		
Address Line 1:	500 Drakes Landing Road		
Address Line 4:	Greenbrae, CALIFORNIA 94904-3011		
NAME OF SUBMITTER:	Christine Wilson		

CH \$140.00 2222127

Signature:	/CHRISTINE WILSON/
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Date:	01/26/2006
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Total Attachments: 11
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Security Interest Agreement

Swissray International, Inc., a Delaware corporation, having a principal place of business at 1180 McLester Street, Unit 2, Elizabeth, New Jersey 07201 (hereafter: "Grantor"), for value received, hereby grants unto *Lighthouse Capital Partners V. L. P.*, a limited partnership of Delaware having its principal place of business at 500 Drake's Landing Road, Greenbrae, California 94904 (hereafter: "LCP") a security interest in all Collateral as that term is defined in Section 1 below.

1. INDEBTEDNESS SECURED

This Security Interest Agreement secures the Obligations as that term is defined in that certain Loan and Security Agreement dated the date hereof (the "Loan Agreement"), as the same may be amended, modified or supplemented from time to time, executed by Grantor and LCP (initially capitalized terms defined in the Loan Agreement are used herein as therein defined). To secure the full, timely and faithful performance of all present and future Obligations, Grantor hereby pledges to LCP, and grants LCP a security interest in, all present and future property described on Exhibit I, Exhibit II, or Exhibit III hereto (collectively, with all proceeds and products thereof, including proceeds of proceeds and proceeds of insurance, the "Collateral").

2. REPRESENTATION AND WARRANTIES

The Grantor hereby represents and warrants that:

- a) except for the security interest granted to LCP hereby and except for Permitted Liens (as defined in the Loan Agreement), the Grantor is the owner of all Collateral, free and clear of all liens, charges, encumbrances, set-offs, defenses and counterclaims of whatsoever kind or nature and has made no assignment, pledge, mortgage, hypothecation or transfer of any Collateral or of the proceeds thereof;
- b) the execution and delivery of this instrument will not conflict with or contravene any contractual restriction binding on the Grantor, including any license agreement relating to the Collateral or any part thereof; that there are no legal actions or administrative proceedings pending or threatened before any court or administrative agency involving the Collateral, or any part thereof; and that
- c) Grantor will use reasonable efforts to defend its title to the Collateral against the claims of all persons whatsoever.

3. USE AND OWNERSHIP PRIOR TO DEFAULT

Unless and until an Event of Default shall occur and be continuing, the Grantor shall retain the legal and equitable title to the Collateral, and shall have the right to use, patent and/or register the Collateral in the ordinary course of the business of the Grantor, but shall not be permitted to sell, assign, transfer or otherwise encumber the Collateral or any part thereof; *provided*, however, that nothing herein contained shall, prior to an Event of Default:

- a) prohibit or restrict Grantor from granting licenses to third parties to use or practice items included in the Collateral in the ordinary and normal course of its business as now conducted;
- b) require omission, non-performance, or breach of any covenant, agreement or obligation on the Grantor's part to be performed under any license presently in effect or hereafter entered into by the Grantor licensing the use of the Collateral or any part thereof;
- c) prohibit Grantor from failing to renew or otherwise abandoning any item included within the Collateral if, in Grantor's good faith judgment, and after seeking and receiving approval from LCP, which approval shall not be unreasonably withheld, the retention of such item is not feasible or cost-effective under applicable law or is not material to the proper conduct of Grantor's business; or shall

d) prohibit Grantor from selling, transferring, assigning or conveying any interest in the Collateral to affiliates of Grantor in a form and manner which perfects or continues the perfection of LCP's interest in the Collateral.

All of the foregoing a) through d) above shall be prohibited following an Event of Default.

4. REMEDIES ON DEFAULT

Upon the occurrence and continuance of an Event of Default, LCP shall be entitled to exercise in respect to the Collateral all of the rights and remedies available to it under the Loan Agreement or to a secured party upon default under the Uniform Commercial Code and other applicable law at that time.

a) In the event of sale of the Collateral, or any part thereof, LCP shall give the Grantor notice, in accordance with the notice provisions of the Loan Agreement, to the address set forth therein, of the time and place of any public sale thereof or of the time and place of any private sale or that any other intended disposition thereof is to be made. Grantor agrees that ten (10) days prior written notice of any such sale is reasonable.

b) If the Grantor shall fail to do any act or thing which it has covenanted to do hereunder or any representation or warranty of the Grantor shall be breached, and Grantor, upon receiving notice of such breach, fails to cure such breach within fifteen (15) days of occurrence, LCP may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach and there shall be added to the liability of the Grantor hereunder the cost or expense incurred by LCP in doing so, and any and all amounts expended by LCP in taking any such action shall be repayable to it upon its demand to the Grantor thereof and shall bear interest at the same rate which would apply to such amounts if they were advances under the Loan Agreement, from and including the date advanced to the date of repayment.

c) Grantor will, in the event of a sale, duly execute and acknowledge all documents necessary or advisable to record title to the Collateral in the name of the purchaser, including valid, recordable assignments of any and or all trademark registrations listed in *Exhibit I*, and patents listed in *Exhibit II*, hereof. In the event that Grantor should then fail or refuse to execute and deliver any or all documents necessary or advisable to record title to the Collateral in the name of the purchaser, Grantor does hereby irrevocably appoint LCP its attorney-in-fact to execute any or all of such documents on Grantor's behalf.

5. APPLICATION OF PROCEEDS

All proceeds from the sale of Collateral shall be applied as follows:

a) First: to the payment of all expenses incurred by LCP in connection with such sale, including but not limited to, the expenses of advertising the Collateral to be sold, all court costs and the reasonable fees of counsel to LCP in connection therewith, and to the repayment of all advances made by LCP hereunder for the account of the Grantor and the payment of all costs and expenses paid or incurred by LCP in connection with this Security Interest Agreement or the exercise of any right or remedy hereunder, to the extent that such advances, costs and expenses shall not theretofore have been reimbursed to LCP; and

b) Second: to the payment in full of the Obligations, any surplus to be paid to the Grantor, its successors or assigns, or as a court of competent jurisdiction may direct.

6. PURCHASERS OF COLLATERAL

Upon any sale of Collateral by LCP hereunder (whether under power of sale herein granted, pursuant to judicial process or otherwise), the receipt of LCP or the officer making the sale shall be a sufficient discharge to the purchaser or purchasers' of the Collateral so sold and such purchaser or purchasers shall not be obligated to see the application of any part of the purchase money paid over to LCP or such officer or be answerable in any way for the misapplication or non-application thereof.

7. INDEMNITY

The Grantor, without limiting the generality of any other indemnities provided by it to LCP, agrees to indemnify and hold harmless LCP from and against any and all claims, demands, losses, judgments and liabilities (including liabilities for penalties) of whatsoever kind or nature, by any third parties growing out of or resulting from a material breach of this Security Interest Agreement.

8. FURTHER ASSURANCES

The Grantor agrees that it will join with LCP in executing under the Uniform Commercial Code or other applicable law such financing statements, continuation statements and other documents in such offices as LCP may deem necessary or appropriate and wherever required or permitted by law in order to perfect and preserve LCP's security interest and other rights in the Collateral, and hereby authorizes LCP, and grants LCP a power of attorney, which is coupled with an interest and irrevocable, to file financing statements and amendments thereto (including but not limited to *Exhibit A* to the Loan Agreement) relative to all or any part of the Collateral without the signature of the Grantor where permitted by law, and agrees to do such further acts and things and execute and deliver to LCP such additional documents that LCP reasonably requires to carry into effect the purpose of this Security Interest Agreement or to better assure and confirm unto LCP its rights, powers and remedies hereunder. Grantor further authorizes the recordation of this Security Interest Agreement with those government and/or administrative entities charged with keeping, recording, and/or maintaining status and title records for the registrations, applications and patents comprising the Collateral, including, without limitation, the United States Patent and Trademark Office and/or the United States Register of Copyrights. Grantor agrees to properly execute, or cause to be executed, all documents reasonably required by LCP in connection herewith in order to fulfill the intent and purposes hereof and of this Security Interest Agreement.

9. TERM & TERMINATION

This Security Interest Agreement shall continue in full force and effect until terminated in accordance with the provisions of this paragraph. This Security Interest Agreement, and the security interest of LCP hereunder, shall terminate when all Obligations have been fully paid and satisfied, and any and all obligations of LCP to advance funds or lend to Grantor have terminated, at which time LCP shall release to the Grantor LCP's security interest in the Collateral and, if requested by the Grantor, shall execute and file in each office in which any financial statement, security interest recordation, or assignment relative to the Collateral, or any part thereof, shall have been filed and/or recorded, a termination statement, assignment, release of security interest, or other appropriate instrument evidencing LCP's release of any and all interest therein.

10. NO LIMITATION OF LCP'S RIGHTS

Nothing herein shall in any way limit, waive or elect any right or remedy of LCP against Grantor arising under the Loan Agreement or otherwise. LCP shall have all rights, remedies and limitations on liability respecting Collateral hereunder that it has with respect to "Collateral" as that term is defined in the Loan Agreement.

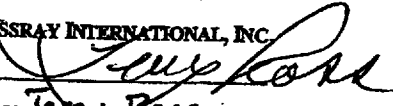
11. ADDITIONAL TERMS; WAIVERS

- a) **No Third Party Beneficiaries.** There are no third party beneficiaries hereof.
- b) **Severability.** Each provision hereof shall be severable from every other provision when determining its legal enforceability such that this Security Interest Agreement may be enforced to the maximum extent permitted under applicable law.
- c) **Counterparts.** This Security Interest Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same original instrument.

d) CHOICE OF LAW AND VENUE: JURY TRIAL WAIVER. This Security Interest Agreement shall be governed by and construed in accordance with, the laws of the State of New York. Each of the parties hereto irrevocably agrees that any legal action, suit or proceeding against it arising out of or relating to this Security Interest Agreement may be brought in the courts of the United States of America agreed to by the parties pursuant to the terms of the Loan Agreement. Nothing herein restricts either party to bring any legal action, suit or proceeding arising out of or relating to this Security Interest Agreement in any other court or jurisdiction under any applicable law.

IN WITNESS WHEREOF, the parties have caused this Security Interest Agreement to be duly executed by their duly authorized officers as of the 23 day of June, 2005.

SWISSRAY INTERNATIONAL, INC.

By: 

Name: Tony Ross

Title: Chairman & CEO

LIGHTHOUSE CAPITAL PARTNERS V, L.P.

By: Lighthouse Management Partners V, L.L.C.,
its general partner

By: 
Name: Thomas Conneely

Title: Vice President

EXHIBIT I

Trademarks

AddOn-Bucky

#	Application # Assignee	Filing date Registr. date	Class	Countries	Expires
488,344	809,000	4. Apr 1996 27. Jan 1998	9	CA	27. Jan 2013
417,468	417,468	10. Nov 1994 2. Aug 1995	9, 10	CH	10. Nov 2014
390,915	96-14253	10. Apr 1996 15. Jan 1998	10 (nat. 11)	KR	15. Jan 2008
642,029	642,029	30. Aug 1995 17. Oct 1995	9, 10	Int (AT, Benelux, CZ, DE, ES, FR, HU, IT, KP, LI, PL, RU, SK)	30. Aug 2005
323,206	96-03848	10. Apr 1996 2. May 1997	9, 10	SE	2. May 2007
2,222,127	75/116,423	10. Jun 1996 9. Feb 1999	9, 10	US	9. Feb 2009

ddRChest

#	Application # Assignee	Filing date Registr. date	Class	Countries	Expires
481,933	1,092,416	15 Sep 2000 22. Feb 2001	10	CH	15. Sep 2010
752,557	752,557	22. Feb 2001 5. Apr 2001	10	Int (Benelux, DE, FR, SE)	22. Feb 2011

ddRCombi

#	Application # Assignee	Filing date Registr. Date	Class	Countries	Expires
482,766	11022/2000	15 Sep 2000 15. Mar 2001	10	CH	15. Sep 2010
753,785	753,785	15. Mar 2001 19. Apr 2001	10	Int (Benelux, DE, FR, SE)	15. Mar 2011
2,631,519	76/352,061	26. Dec 2001 8. Oct 2002	10	US	8. Oct 2012

DdRModulaire

#	Application # Assignee	Filing date Registr. date	Class	Countries	Expires
482 776	13275/2000	8. Nov 2000 19. Mar 2001	10	CH	8. Nov 2010
756 064	756 064	19. Mar 2001 24. May 2001	10	Int (Benelux, DE, FR, SE)	19. Mar 2011
2,706,481	76/351,599	26. Dec 2001 15. Apr 2003	10	US	15. Apr 2013

eXpert

#	Application # Assignee	Filing date Registr. date	Class	Countries	Expires
498 304	11102/2001	22. Nov 2001 24. Apr 2002 (10. Jun 2003, class 9 abandoned after IBM settlement)	10, 37, 41, 42	CH (see also settlement with IBM)	22. Nov 2011
779 660	779 660	24. Apr 2002 30. May 2002	10, 37, 41, 42	Int (Benelux, DE, FR, GB, IT, SE)	24. Apr. 2012

IGS

#	Application # Assignee	Filing date Registr. date	Class	Countries	Expires
482 773	13273/2000	8. Nov 2000 19. Mar 2001	10	CH	8. Nov 2010
756 063	756 063	19. Mar 2001 24. May 2001	10	Int (Benelux, DE, FR, SE)	19. Mar 2011

Swissray

#	Application # Assignee	Filing date Registr. date	Class	Countries	Expires
488 386	808,998	04. Apr 1996 27. Jan 1998	9	CA	27. Jan 2013
419 502	7897/1994	30. Jun 1995 12. Dec 1995	9, 10	CH	30. Jun 2005
647 270	647 270	07. Nov 1995 18. Jan 1996	9, 10	Int(AT, CN, Benelux, BY, DE, ES, FR, HU, IT, LI, PL, CZ, SK, RU, UA)	7. Nov 2015
400,971	96-14249	10. Apr 1996 30. Mar 1998	10 (nat. 11)	KR	30. Mar 2008
321 564	96-03850	10. Apr 1996	9, 10	SE	14. Feb 2007

2,141,889	75/116,772	14. Feb 1997 10. Jun 1996 10. Mar 1998	9, 10	US	10. Mar 2008
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SwissVision

#	Application # Assignee	Filing date Registr. date	Class	Countries	Expires
488 400	808,999	04. Apr 1996 27. Jan 1998	9	CA	27. Jan 2013
417 467	07894/1994	10. Nov 1994 03. Jul 1995	9, 10	CH	10. Nov 2014
642 028	642 028	30. Aug 1995 17. Oct 1995	9, 10	Int(AT, Benelux, DE, FR, HU, IT, KP, LI, PL, CZ, SK, RU)	30. Aug 2005
322 519	96-03849	10. Apr 1996 27. Mar 1997	9, 10	SE	27. Mar 2007
2,213,256	75/116,407	10. Jun 1996 22. Dec 1998	9, 10	US	22. Dec 2008

EXHIBIT II

Patents

AddOn-Bucky

Title:

Optical arrangement and process for transmitting and converting primary X-ray images

Abstract:

An optical arrangement and a process for transmitting and converting X-ray images generated on a two-dimensional primary image array with light emission within the visible spectrum contains a plurality of optical systems for reduced imaging of a sectional image corresponding to an individual segment of the primary images. The imaging is effected through an optical image guide. At least two image guides are joined to combine sectional images into first images. Each first image then contains at least two segments of the primary image. The image guides on the output side are connected to the input of a converter by which the light signals are converted into processable electrical signals.

Countries	#	Application #	Filing of Application	Date of Registr.	Expires
CA	pending	2,210,853		pending	19. Dec 2015
EP-CH	804,853	156/95-7	19. Dec 1995	10. Mar 1999	19. Dec 2015
EP-DE	595 05 339.4-08	95940107.6-2202	19. Dec 1995	10. Mar 1999	19. Dec 2015
EP-FR	804,853	95940107.6-2202	19. Dec 1995	10. Mar 1999	19. Dec 2015
EP-NL	804,853	95940107.6-2202	19. Dec 1995	10. Mar 1999	19. Dec 2015
US	5,920,604	860,754/08	19. Dec 1995	6. Jul 1999	19. Dec 2015

Mirror Optics

Title:

Optical arrangement and method for electronically detecting an X-ray image

Abstract:

The invention concerns an arrangement for electronically detecting an X-ray image, the arrangement comprising a converter, in particular a scintillation foil. A visible image is generated on the display surface of the scintillation foil by X-rays. At least two mirrors are provided which produce images of segments of the display surface. In addition, electronic camera systems are provided for converting the image segments reflected by the mirror into electrical signals. The beam path between the camera systems and mirrors is approximately parallel to the display surface.

Countries	#	Application #	Filing of Application	Date of Registr.	Expires
EP-CH	862,748	96937157.4-2213	19. Nov 1996	11. Apr 2001	19. Nov 2006
EP-DE	862,748	96937157.4-2213	19. Nov 1996	11. Apr 2001	19. Nov 2006
EP-FR	862,748	96937157.4-2213	19. Nov 1996	11. Apr 2001	19. Nov 2006
EP-NL	862,748	96937157.4-2213	19. Nov 1996	11. Apr 2001	19. Nov 2006
US	6,038,286	068,570/09	19. Nov 1996	14. Mar 2000	19. Nov 2006
EP*	pending	00118964.6	19. Nov 1996	pending	pending

* Divisional application

Expert 4000

Title:

Verfahren zum Betrieb einer digitalen Röntgeneinrichtung und Röntgeneinricht zum Erzeugen digitaler Röntgenbilder

Abstract:
N/A

Coun-tries	#	Application #	Filing of Application	Date of Registr.	Expires
PE-CH	pending	2163/01	23. Nov 2001	pending	pending

RealTime AddOn

Title:
Device to generate real-time X-ray images and X-ray machine

Abstract:
N/A.

Coun-tries	#	Application #	Filing of Application	Date of Registr.	Expires
PE-EP	pending	03405847.9	26. Nov 2003	pending	pending

ddR Compact

Title:
Röntgengerät mit einem Ständer und mit einem am Ständer in der Höhe verschiebbaren Auslegerarm

Abstract:
N/A

Coun-tries	#	Application #	Filing of Application	Date of Registr.	Expires
PE-WO	pending	PCT/EP2005/051727	19.04.2005	pending	pending

LCP comments 4/18/05

Exhibit III

Further Collateral

All present and future property as described below:

- a) the trademarks and service marks, and any corresponding applications and registrations, owned by Grantor listed in *Exhibit I* the Security Interest Agreement;
- b) the goodwill of Grantor's business connected with and symbolized by the above-mentioned trademarks;
- c) all proprietary codes, secrets, know-how, formulae, processes and methods required for the development and/or manufacture of Grantor's products sold or offered under or in connection with the above-mentioned trademarks;
- d) all patents, patent applications, inventions and designs described in the patents, patent applications and design registrations owned by Grantor listed in *Exhibit II* to the Security Interest Agreement, and all improvements, developments, advances, and modifications thereof, as well as divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same;
- e) all unregistered design and copyright rights related to the business of Grantor, including, without limitation, works of authorship and derivative works thereof, owned by Grantor;
- f) all intellectual property, all rights as a licensor or licensee of any kind; all customer lists, trade secrets, telephone numbers, processes, and proprietary information; and
- g) All cash and non-cash products and proceeds of any of the foregoing, in whatever form, including proceeds in the form of inventory, equipment or any other form of personal property, including proceeds of proceeds and proceeds of insurance, and all claims by Grantor against third parties for loss or damage to, or destruction of, or otherwise relating to, any or all of the foregoing

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