# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
American Imaging Management, Inc.		11/01/2005	CORPORATION: ILLINOIS

## **RECEIVING PARTY DATA**

Name:	lmasis, LLC		
Street Address:	540 Lake Cook Road		
Internal Address:	Suite 300		
City:	Deerfield		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78556895	IMASIS
Serial Number:	78559884	IMASIS
Serial Number:	78559878	

#### **CORRESPONDENCE DATA**

900044143

Fax Number: (312)609-5005

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

312-609-7838 Phone:

Email: tsettle@vedderprice.com

Correspondent Name: Tammy S. Settle

Address Line 1: 222 North LaSalle Street Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 35330.00.0064/TSS

NAME OF SUBMITTER: Tammy S. Settle

TRADEMARK

REEL: 003268 FRAME: 0153

Signature:	/tsettle/
Date:	03/14/2006
Total Attachments: 2 source=AssignAMImaging#page1.tif source=AssignAMImaging#page2.tif	

TRADEMARK REEL: 003268 FRAME: 0154

# INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, American Imaging Management, Inc., ("AIM"), a corporation organized under the laws of Illinois, having a principal place of business at 540 Lake Cook Road, Suite 300 Deerfield, Illinois 60015, is the owner of certain intellectual property related to the IMASIS product and services, including trade secrets, copyrights and the trademarks as more fully set forth and listed in Appendix A (the "IMASIS IP")

WHEREAS, Imasis, LLC ("IMASIS"), a limited liability company of Illinois, having a principal place of business at 540 Lake Cook Road, Suite 300 Deerfield, Illinois 60015 is desirous of acquiring all right, title and interest in and to the IMASIS IP;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AIM has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer to IMASIS, its successors or assigns, the entire right, title and interest in and to the IMASIS IP, together with the goodwill and other incidents of its business associated with or symbolized by the IMASIS IP effective on the date of the execution of this Agreement.

American Imaging Management, Inc.

Date: November 1, 2005

its / CFO

Imasis, LLC

Date: November 1, 2005

Its Czo

TRADEMARK REEL: 003268 FRAME: 0155

## APPENDIX A

## **Definitions**

Intellectual Property: As used in this Intellectual Property Assignment, the term "Intellectual Property" means the following rights in relation to the product known as IMASIS: (i) trademarks, trade dress, service marks, certification marks, logos, and trade names, and the goodwill associated with the foregoing (collectively, "Trademarks"), including those set forth below; (ii) patents and patent applications, and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations, and extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration, design registrations or patents and like rights (collectively, "Patents"); inventions, invention disclosures, discoveries and improvements, whether or not patentable, and which are not embodied in Patents; (iii) writings and other works of authorship ("Copyrights"); (iv) trade secrets (including, those trade secrets defined in the Uniform Trade Secrets Act and under corresponding foreign statutory Law and common law), information, business, technical and know-how information, business processes, non-public information, proprietary information and confidential information and rights to limit the use or disclosure thereof by any Person (collectively, "Trade Secrets"); and (v) claims, causes of action and defenses relating to the enforcement of any of the foregoing; in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing with or by any Governmental Authority in any jurisdiction.

### **Trademarks**

<u>Mark</u>	App. No./Reg. No.	Class	<u>Status</u>	Country
IMASIS	78/556895	35	Pending	U.S.A.
IMASIS and design	78/559884	35	Pending	U.S.A.
Design of three marbles	78/559878	35	Pending	U.S.A.

RECORDED: 03/14/2006

TRADEMARK REEL: 003268 FRAME: 0156