

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	05/05/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Radiant Imaging, Inc.		04/30/2006	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Radiant Imaging Newco, Inc.
Street Address:	15321 Main St. NE, Suite 310
City:	Duvall
State/Country:	WASHINGTON
Postal Code:	98019
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	75406108	PROLIGHT
Serial Number:	75406107	PROSOURCE
Serial Number:	75406106	PROMETRIC

CORRESPONDENCE DATA

Fax Number: (206)359-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 206-359-8000
 Email: pctrademarks@perkinscoie.com
 Correspondent Name: Grace Han Stanton
 Address Line 1: 1201 Third Avenue, Suite 4800
 Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:	40678.0001.0000.GX56
NAME OF SUBMITTER:	Grace Han Stanton

CH \$90.00 75406108

Signature:	/Grace Han Stanton/
Date:	05/24/2006
Total Attachments: 6 source=Radiant Imaging, Inc. Assignment 2#page1.tif source=Radiant Imaging, Inc. Assignment 2#page2.tif source=Radiant Imaging, Inc. Assignment 2#page3.tif source=Radiant Imaging, Inc. Assignment 2#page4.tif source=Radiant Imaging, Inc. Assignment 2#page5.tif source=Radiant Imaging, Inc. Assignment 2#page6.tif	

UNITED STATES OF AMERICA

The State of  Washington

Secretary of State

CERTIFICATE OF MERGER

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the listed "Merging Entities" into:

RADIANT IMAGING NEWCO, INC. changing name to RADIANT IMAGING, INC.

WA Profit Corporation

UBI: 602-599-422

Filing Date: May 5, 2006

Merging Entities:

602-169-347 RADIANT IMAGING, INC.



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

TRADEMARK

REEL: 003315 FRAME: 0790

ARTICLES OF MERGER
RADIANT IMAGING, INC.
and
RADIANT IMAGING NEWCO, INC.

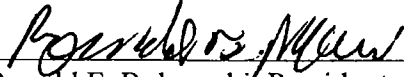
FILED
SECRETARY OF STATE
MAY 05 2006
STATE OF WASHINGTON

Pursuant to RCW 23B.11.050, the following Articles of Merger are executed for the purpose of merging Radiant Imaging, Inc., a Washington corporation (the "*Disappearing Corporation*"), into Radiant Imaging Newco, Inc., a Washington corporation (the "*Surviving Corporation*").

1. The Agreement and Plan of Merger is attached hereto as **Exhibit A**.
2. The Agreement and Plan of Merger was duly approved by the sole shareholder of the Disappearing Corporation pursuant to RCW 23B.11.030 and by the shareholders of the Surviving Corporation pursuant to RCW 23B.11.030.

Dated: April 30, 2006.

RADIANT IMAGING NEWCO, INC.

By 
Ronald F. Rykowski, President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "*Agreement*") is made as of April 30, 2006 by and between Radiant Imaging, Inc., a Washington corporation ("*Radiant*"), and Radiant Imaging Newco, Inc., a Washington corporation ("*Newco*"). Radiant and Newco are sometimes collectively referred to in this Agreement as the "*Constituent Corporations*."

RECITALS

A. The boards of directors of the Constituent Corporations and their respective shareholders deem it advisable that Radiant be merged with and into Newco (the "*Merger*").

B. Radiant has elected to be treated as an S corporation, as defined in Section 1362 of the Internal Revenue Code of 1986, as amended, and it is desired that such status be maintained with respect to Newco after the merger.

C. The Merger is intended to qualify as a "reincorporation" under Section 368(a)(1)(F) of the Code for federal income tax purposes.

AGREEMENT

1. Merger

Upon the terms and subject to the conditions hereof, at the Effective Time (as hereinafter defined), Radiant shall be merged with and into Newco (hereinafter sometimes called the "*Surviving Corporation*") in accordance with the applicable laws of the State of Washington.

2. Effective Time

The Merger will become effective at the close of business on the date Articles of Merger are filed with the Washington Secretary of State (the "*Effective Time*").

3. Effect of Merger

At the Effective Time, the separate existence of Radiant shall cease and Newco, as the Surviving Corporation, shall (a) continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Time, (b) be subject to all actions previously taken by its and Radiant's board of directors and shareholders, (c) succeed, without other transfer, to all of the assets, rights,

powers and property of Radiant, (d) continue to be subject to all of the debts, liabilities and obligations of Newco as constituted immediately prior to the Effective Time and (e) succeed, without other transfer, to all of the debts, liabilities and obligations of Radiant.

4. Articles of Incorporation

At the Effective Time of the Merger, Article 1 of the Articles of Incorporation of Newco shall be amended to read as follows:

"The name of the corporation is Radiant Imaging, Inc."

The Articles of Incorporation of Newco, as so amended, shall be Articles of Incorporation of the Surviving Corporation until the same shall be further altered, amended or repealed.

5. Bylaws

The Bylaws of Newco as in effect immediately prior to the Effective Time shall continue in full force and effect as the Bylaws of the Surviving Corporation until the same may be further altered, amended or repealed.

6. Directors and Officers

The directors and officers of Newco immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified, or until otherwise provided by applicable law or the Articles of Incorporation or Bylaws of the Surviving Corporation.

7. Conversion of Equity

At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holders of shares of stock of Radiant or Newco:

(a) Each issued and outstanding share of Radiant shall be converted into One Thousand (1,000) fully paid and nonassessable shares of common stock of the Surviving Corporation, \$0.001 par value per share.

(b) All of the issued and outstanding shares of capital stock of Newco shall be cancelled, and no consideration shall be delivered in exchange therefor.

8. Implementation

Each of the Constituent Corporations shall take, or cause to be taken, all action or do, or cause to be done, all things necessary, proper or advisable under the laws of the State of Washington to consummate and make effective the Merger. Specifically, from time to time, as and when required by the Surviving Corporation, there shall be executed and delivered on behalf of Radiant such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Corporation the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Radiant and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Radiant to take any and all such action and to execute and deliver any and all such deeds and other instruments.

9. Termination

At any time prior to the Effective Time, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the board of directors of Radiant, notwithstanding the approval of this Agreement by the shareholders of Radiant.

10. Amendment

At any time prior to the Effective Time, this Agreement may be amended or modified in writing by the board of directors of Radiant; provided, however, that an amendment made subsequent to the adoption of this Agreement by the shareholders of Radiant shall not, unless approved by the shareholders as required by law: (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or of the shares of any class or series thereof of Radiant, (b) alter or change any term of the Articles of Incorporation of the Surviving Corporation to be effected by the Merger, or (c) alter or change any of the terms and conditions of this Agreement if such alternation or change would adversely affect the holders of any class or series of equity of Radiant.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date and year first written above.

RADIANT IMAGING, INC.

By: EXHIBIT - NOT FOR EXECUTION
Its: _____

RADIANT IMAGING NEWCO, INC.

By: EXHIBIT - NOT FOR EXECUTION
Its: _____