

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Bank of Canada		10/06/2004	Canadian Bank: CANADA
RECEIVING PARTY DATA			
Name:	Cedara Software Corp.		
Street Address:	6509 Airport Road		
City:	Mississauga		
State/Country:	ONTARIO		
Postal Code:	L4V 1S7		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2367321	DICOM IMAGE MANAGER	
Registration Number:	2361063	DICOMIT	
Registration Number:	2520905	CEDARA	
CORRESPONDENCE DATA			
Fax Number:	(205)488-6770		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2055218770		
Email:	cwilkerson@bradleyarant.com		
Correspondent Name:	Crystal G. Wilkerson		
Address Line 1:	1819 Fifth Avenue North		
Address Line 4:	Birmingham, ALABAMA 35203-2104		
ATTORNEY DOCKET NUMBER:	STIKEMAN: CEDARA		
NAME OF SUBMITTER:	Crystal G. Wilkerson		
Signature:	/cwilkerson/		

OP \$90.00 2367321

Date:

09/14/2006

Total Attachments: 7

source=Cedara Release and Termination#page1.tif

source=Cedara Release and Termination#page2.tif

source=Cedara Release and Termination#page3.tif

source=Cedara Release and Termination#page4.tif

source=Cedara Release and Termination#page5.tif

source=Cedara Release and Termination#page6.tif

source=Cedara Release and Termination#page7.tif

RELEASE AND TERMINATION AGREEMENT

This Release and Termination Agreement made this 10th day of October, 2004.

BY:

NATIONAL BANK OF CANADA

(the “Lender”)

IN FAVOUR OF:

CEDARA SOFTWARE CORP., a corporation governed by the laws of the Province of Ontario

(the “Borrower”)

RECITALS:

- A. Pursuant to a commitment letter (as the same has been amended, supplemented, replaced or restated from time to time, the “**Commitment Letter**”) dated January 7, 2002, made between the Borrower and the Lender, the Lender made available to the Borrower certain credit facilities.
- B. Pursuant to the Commitment Letter, the Borrower, Dicomit Dicom Information Technologies Corp. (“**Dicomit**”), a predecessor corporation of the Borrower, Surgical Navigation Specialists Inc. (“**SNS**”), a predecessor corporation of the Borrower and Cedara Software USA Corp., a Delaware corporation that was dissolved on July 19, 2002 (together with the Borrower, Dicomit and SNS, collectively, the “**Obligors**”), executed and delivered to the Lender the Security (as defined in the Commitment Letter), as security for the payment and performance of the obligations, indebtedness and liabilities of the Obligors to the Lender, including without limitation all indebtedness arising pursuant to or in connection with the Commitment Letter (collectively, the “**Indebtedness**”).
- C. The Borrower has provided notice to the Lender of the permanent repayment in full (the “**Repayment**”) of the Indebtedness at the Closing Time (as defined below).
- D. At the Closing Time, the Borrower shall have satisfied all of the Indebtedness, and the Borrower has requested and the Lender has agreed to release, reassign, reconvey and discharge the Security in accordance with the Commitment Letter.
- E. In connection with the Repayment, the Lender and the Borrower have agreed to terminate the Commitment Letter and the Security.

NOW THEREFORE THIS AGREEMENT WITNESSES that the Lender covenants and agrees as follows:

1. In this Agreement, the following terms shall have the meanings set out below:

“**Closing Time**” means the time of receipt by the Lender of the wire transfer of immediately available funds in the amounts as set out in the Payout Statement dated ~~September 20~~ ^{By} ~~October 20~~ ^{SEPTEMBER 20}, 2004, a copy of which is attached hereto as Schedule "A"; and

“**Security Interest**” means any mortgage, charge, encumbrance, lien, pledge, hypothecation or other security interest held by or granted to the Lender on or over any of the property or assets of any Obligor, real or personal, movable or immovable, of whatsoever nature and kind, which secures the payment or performance of any Indebtedness, including but not limited to the security interests described in the attached Schedule "B".


2. Effective at the Closing Time, the Commitment Letter is irrevocably cancelled and terminated and is of no further force and effect.
3. Effective at the Closing Time, the Lender grants, releases, reconveys, transfers, assigns, discharges and surrenders to each of the Obligors, all property and assets, real and personal, moveable and immovable, of whatsoever nature and kind, now covered or intended to be covered by the Security that each of the Obligors had previously granted, conveyed, mortgaged, hypothecated, charged, pledged or assigned to the Lender, and all of the Security is irrevocably cancelled and terminated and is of no further force and effect.
4. Effective at the Closing Time, the Lender releases and forever discharges each of the Obligors from any and all actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, guarantees, claims and demands whatsoever which the Lender now has or hereafter can, shall or may have for or by reason of or arising out of or in connection with the Security or otherwise in connection with the Indebtedness.
5. The releases and terminations contemplated herein shall be effective as of the Closing Time without further action or approval by the Lender.
6. The Lender hereby irrevocably authorizes the law firm of Stikeman Elliott LLP and its agents to forthwith execute and register, at the sole expense of the Obligors, all such documents, instruments, deeds, statements and other writings and to do all such other things as are necessary or required to be executed, delivered or done, as the case may be, to discharge as of the Closing Time all of the registrations, filings and recordings in respect of the Security Interests.
7. After the Closing Time, the Lender agrees that it will, from time to time, at the request and expense of any of the Obligors execute such discharges, financing change statements and other instruments as any of the Obligors may advise are necessary for the purpose of transferring to any of the Obligors, the property and assets hereby intended to be reconveyed or for the purpose of recording the provisions of this release agreement or the effect hereof in any office where the same may be registered or recorded, or for the purpose of more fully and effectively carrying out the provisions of this release agreement.
8. This release agreement insofar as it pertains to any particular document or agreement shall be construed and governed in accordance with the laws of the jurisdiction by which such

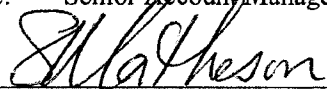
document or agreement is governed and otherwise shall be construed and governed by the laws of the Province of Ontario.

9. The provisions of this release agreement shall enure to the benefit of each of the Obligors and their respective successors and assigns and shall be binding upon the Lender and its successors and assigns.

IN WITNESS WHEREOF the Lender has executed this release and reconveyance as of the date first above written.

NATIONAL BANK OF CANADA

By: 
Name: Larry S. Yamamoto
Title: Senior Account Manager

By: 
Name: Steven Matheson
Title: Senior Manager

PAYOUT STATEMENT

TO: CEDARA SOFTWARE CORP. (the "Borrower")

RE: Credit facilities (the "Credit Facilities") granted by National Bank of Canada (the "Lender") in favour of the Borrower pursuant to a commitment letter (the "Commitment Letter") among the Lender and the Borrower, dated as of January 7, 2002 (as the same has been amended, supplemented, replaced or restated from time to time).

The undersigned hereby advises that the following amounts are owed by the Borrower in connection with the Credit Facilities:

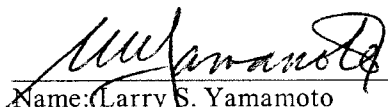
- | | | |
|-----|---|------------------------|
| (a) | Principal amount outstanding as of September 29, 2004 from Borrower | Cdn \$ 0.00 |
| (b) | Accrued and unpaid interest to September 29, 2004 payable by Borrower | Cdn \$0.00 |
| (c) | Letter of Guarantee | Cdn. \$10,000.00 |
| (d) | Stand-by fees from Sept. 27 to Sept. 28
incl. – Per Diem \$143.73 | Cdn. \$287.46 |
| | TOTAL REPAYMENT AMOUNT – BORROWER | CDN \$10,287.46 |

The foregoing Total Repayment Amount must be received by the undersigned by wire transfer (wiring instructions attached) before 12:00 p.m. (Toronto Time) on October 28, 2004.

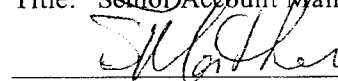
DATED this 30th day of September, 2004

NATIONAL BANK OF CANADA

Per:


Name: Larry S. Yamamoto
Title: Senior Account Manager

Per:


Name: Steven L. Matheson
Title: Senior Manager

Incoming Canadian Dollar Wiring Instructions

Pay: National Bank of Canada
Head Office Montreal, Canada

Swift No.: BNDCCAMMINT

Beneficiary Bank: // CC00607411
National Bank of Canada
130 King Street West, Suite 820
Toronto, Ontario M5X 1E3

Beneficiary: National Bank of Canada
Syndication Account

Account No.: 0885927, Transit #1417-1

Ref.: Cedara Software Corporation
Fees

**Under the Reference, please indicate what the funds are for ie. Stand-by fees, etc.

SCHEDULE "B"

REGISTRATIONS RESPECTING SECURITY INTERESTS

1. *Personal Property Security Act* (Ontario) Registrations

	<u>File Number</u>	<u>Registration Number(s)</u>
(a)	601930998	20031218 1720 1590 5744
(b)	869520627	20010130 1037 9065 6658
(c)	869520636	20010130 1037 9065 6659
(d)	869520645	20010130 1037 9065 6660
(e)	869520654	20010130 1037 9065 6661; 20010209 1637 9065 7122; and 20031218 1718 1590 5742
(f)	869520663	20010130 1037 9065 6662; 20010209 1637 9065 7123; and 20031218 1719 1590 5743
(g)	869520672	20010130 1037 9065 6663; 20010209 1637 9065 7124; and 20031218 1720 1590 5745
(h)	869520681	20010130 1037 9065 6664
(i)	869520699	20010130 1037 9065 6665
(j)	869520708	20010130 1037 9065 6666

AGREEMENT AND UNDERTAKING

TO: National Bank of Canada (the "Lender")

Reference is made to certain facilities (the "Credit Facilities") granted by the Lender in favour of Cedara Software Corp. ("Cedara") pursuant to a commitment letter between the Lender and Cedara dated as of January 7, 2002 (as the same has been amended, supplemented, replaced or restated from time to time) (the "Commitment Letter").

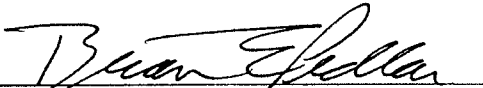
Cedara has provided notice to the Lender of the permanent repayment in full of the indebtedness under the Commitment Letter (the "Payout Statement"). The Lender and Cedara have entered into a release and termination agreement whereby the Commitment Letter and the Credit Facilities made thereunder will be terminated (the "Release and Termination Agreement").

Notwithstanding the Release and Termination Agreement, Cedara hereby agrees and acknowledges that it will maintain a hypothecated term deposit with the Lender in the amount of \$10,000 to cover a letter of guarantee currently outstanding to Enersource Corporation (the "Letter of Guarantee").

Cedara hereby undertakes to provide a written notice of cancellation of the Letter of Guarantee and to replace the Letter of Guarantee both on or before October 22, 2004.

DATED: October 6, 2004

CEDARA SOFTWARE CORP.

By: 

Name: Brian Pedlar

Title: Chief Financial Officer