

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	01/09/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fischer Imaging Corporation		01/05/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Fischer Medical Technologies, Inc.
Street Address:	12300 North Grant Street
City:	Denver
State/Country:	COLORADO
Postal Code:	80241
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	1043418	FISCHER
Registration Number:	1215543	FISCHER
Registration Number:	1535068	FISCHERIMAGING

**CORRESPONDENCE DATA**

Fax Number: (303)740-9042  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 303-740-9000  
 Email: JRLey@LeyIPLaw.com  
 Correspondent Name: John R. Ley  
 Address Line 1: 5299 DTC Blvd., Suite 610  
 Address Line 4: Greenwood Village, COLORADO 80111

ATTORNEY DOCKET NUMBER:	299.401
NAME OF SUBMITTER:	John R. Ley

CH \$90.00 1043418

Signature:	/John R. Ley/
Date:	01/10/2007
<b>Total Attachments: 4</b> source=FMT Trademark Assignment 01-09-07 (executed)#page1.tif source=FMT Trademark Assignment 01-09-07 (executed)#page2.tif source=FMT Trademark Assignment 01-09-07 (executed)#page3.tif source=FMT Trademark Assignment 01-09-07 (executed)#page4.tif	

## TRADEMARK ASSIGNMENT

This **Trademark Assignment** ("Assignment") is effective as of the 9th day of January, 2007 ("Effective Date") by and between Fischer Medical Technologies, Inc., a wholly owned subsidiary of JN Properties, LLC, having a place of business at 12300 North Grant Street, Denver, CO 80241 ("Assignee") and Fischer Imaging Corporation, having a principal place of business at 370 Interlocken Blvd., Suite 400, Broomfield, CO 80021 ("Assignor").

WHEREAS, Assignor has adopted, used, is using and is the owner of the Marks (as defined below);

WHEREAS, Assignor has acquired goodwill associated with and symbolized by said Marks and has not abandoned the same;

WHEREAS, Assignee is desirous of acquiring all rights, title and interest in and to the Marks throughout the world; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Marks throughout the world.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor makes the following assignment:

**1. DEFINITION.** "Marks" means the trademarks set forth on Exhibit A hereto and all domain names that include the Marks, trademark registrations and applications (including all United States Trademark registrations) and all other rights appurtenant thereto, including, but not limited to, all common law rights, domain name rights, trade name rights and the right to recover for past infringement throughout the world.

**2. ASSIGNMENT.**

**2.1** Upon the payment of \$10,000 by Assignee to Assignor, Assignor hereby assigns and sells to Assignee all of Assignor's rights, title and interest in and to the Marks throughout the world, together with the goodwill symbolized by said Mark; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in Assignor's favor for infringement of the aforesaid rights, to have and to hold the same unto Assignee, its successors and assigns, for and during the existence of the rights and all renewals thereof. Assignor assigns the Marks "as is, where is" and without warranties or representations of any kind, express or implied, and free and clear of all liens, claims, interests and encumbrances.

**2.2** Assignor acknowledges that, from and after the execution of this Assignment, Assignee is the owner of all right, title and interest in and to the Marks in any form or embodiment thereof and is also the owner of the goodwill attached to the Marks. Assignor shall not at any time use the Marks for any purpose or do or permit to be done any act or thing which may materially adversely affect any rights of Assignee in and to the Marks. Notwithstanding the foregoing, Assignor, at its discretion, may continue to use the corporate name Fischer Imaging Corporation for approximately three months after the Closing for the sole purpose of winding-up its business, however, upon request by Assignee, Assignor shall change its name to a name not including the term "Fischer" in a reasonable amount of time following the date hereof, provided that Assignor is legally able to do so without the necessity of asking for a shareholder vote. In this context, "reasonable" means the allowance of sufficient time for Assignor to (i) obtain board approval; (ii) file documentation relating thereto with the appropriate offices of the secretaries of state; (iii) obtain any consent(s) and/or complete such procedures as may be required by governmental agencies such as the Securities and Exchange Commission; and (iv) take such other actions as may be necessary to effectuate such name change. Assignor further agrees not to challenge the ownership or the validity of the Marks or any application for registration thereof or any trademark or trade name registration thereof or any rights of Assignee therein.

**2.3** At any time, and from time to time hereafter, Assignor shall forthwith, upon Assignee's request, take any and all steps to execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in Assignee and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action, including any filings or procedures necessary for the assignment of the Marks (including, with the USPTO) or necessary for the transfer of the related domain names.

**2.4** Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances solely as

necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

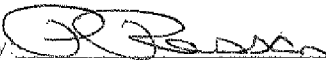
3. MISCELLANEOUS. The waiver by either party of any breach of this Assignment or any right hereunder shall not constitute a waiver of any subsequent breach of this Assignment; nor shall any delay by either party to exercise any right under this Assignment operate as a waiver of any such right. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. Headings and captions are for convenience only and are not to be used in the interpretation of this Assignment. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Colorado and the United States America without regard to conflicts of laws provisions thereof. Both parties agree that this Assignment is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications, if any, relating to the subject matter of this Assignment.

This Assignment is entered into pursuant to that Court Order dated January 5, 2007 ~~December 2006~~, approving the sale of the Marks. In even of any discrepancy between the Order and this Assignment, the Order shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date first set forth above.

FISCHER IMAGING CORPORATION

FISCHER MEDICAL TECHNOLOGIES, INC.

By:   
Name: Paula Rossman  
Title: Pres + CEO

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

necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

3. **MISCELLANEOUS.** The waiver by either party of any breach of this Assignment or any right hereunder shall not constitute a waiver of any subsequent breach of this Assignment; nor shall any delay by either party to exercise any right under this Assignment operate as a waiver of any such right. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. Headings and captions are for convenience only and are not to be used in the interpretation of this Assignment. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Colorado and the United States America without regard to conflicts of laws provisions thereof. Both parties agree that this Assignment is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications, if any, relating to the subject matter of this Assignment.

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**FISCHER IMAGING CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FISCHER MEDICAL TECHNOLOGIES, INC.**

By: Ronald B. Shores

Name: RONALD B. SHORES

Title: President

Exhibit A

Trademarks

**Registered Marks**

“FISCHERIMAGING”, registered with the USPTO on April 18, 1989 in International Classes 009 and 010, Registration No.: 1,535,068.

“FISCHER”, registered with the USPTO on November 9, 1982 in International Class 010, Registration No.: 1,215,543.

“FISCHER”, registered with the USPTO on July 13, 1976 in International Class 0101, Registration No.: 1,043,418.

**Unregistered Marks**

“FISCHER IMAGING and Swoosh Design”

“SEE THE DIFFERENCE”