

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bank of the West | | 04/28/2008 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Rapiscan Systems Neutronics and Advanced Technologies Corporation | | |
| Street Address: | 12525 Chadron Avenue | | |
| City: | Hawthorn | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90250 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2574181 | ANCORE | |
| Registration Number: | 1694076 | TNA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (425)657-7205 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 425-657-7200 | | |
| Email: | clay.west@spacelabs.com | | |
| Correspondent Name: | Clarence F. West | | |
| Address Line 1: | 5150 220th Ave SE | | |
| Address Line 4: | Issaquah, WASHINGTON 98029 | | |
| NAME OF SUBMITTER: | Clarence F. West | | |
| Signature: | /Clay West/ | | |
| Date: | 06/13/2008 | | |

OP \$65.00 2574181

Total Attachments: 4

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 REEL: 003795 FRAME: 0885**

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RELEASE AND REASSIGNMENT OF TRADEMARKS
Rapiscan Systems Neutronics and Advanced Technologies Corporation

^{28th} This Release and Reassignment of Trademarks (this "Release") is made on the day of April, 2008 by BANK OF THE WEST, a California banking corporation, with a place of business at 300 South Grand Avenue, Los Angeles, California 90071 ("Lender") in favor of RAPISCAN SYSTEMS NEUTRONICS AND ADVANCED TECHNOLOGIES CORPORATION, a Delaware corporation, having an address of 12525 Chadron Avenue, Hawthorne, California 90250 ("Grantor").

W I T N E S S E T H:

WHEREAS Lender and Grantor were parties to that certain Trademark Security Agreement dated June 24, 2005 (the "Security Agreement") which provided, inter alia, for the granting of a security interest in the trademark rights identified on Exhibit A hereto (the "Trademarks") as collateral for a loan, and which assignment was recorded by the U.S. Patent and Trademark Office at Reel 3111, Frame 0543 on June 27, 2005;

WHEREAS Lender has received full payment of the outstanding balance of the loan, and all obligations of Grantor have been satisfied; and

WHEREAS Grantor has requested Lender to release Grantor from its obligations under the Security Agreement, and to reassign to it all Trademarks that were the subject of the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender hereby agrees as follows:

1. Lender hereby reassigns, transfers and sets over unto Grantor, its successors, assigns and legal representatives, the entire right, title and interest in and to the Trademarks, including, without limitation, trademark applications and registered trademarks, and in and to the goodwill and assets of the business to which each of the Trademarks relate, together with the right to recover for past, present and future infringements thereof.
2. Lender hereby releases Grantor and the Trademark Collateral (as defined in the Security Agreement), and reassigns to Grantor all rights and interests transferred under the Security Agreement.
3. Lender represents that it has the full right, power and authority to convey the interests herein reassigned, said interests being that originally conveyed under the Security Agreement, and that it has not executed any assignment in conflict herewith.
4. Lender covenants that it shall, upon Grantor's request, execute and deliver all further documents or instruments as may be necessary or appropriate to confirm, maintain and enforce the Release effected hereby or to otherwise effectuate the purposes hereof.

IN WITNESS WHEREOF, Lender has caused its corporate name to be hereto signed on the date indicated above.

BANK OF THE WEST,
a California banking corporation

By: Shikha
Name: SHIKHA REHMAN
Title: VICE PRESIDENT

EXHIBIT A

List of Trademarks

| TRADEMARK | REGISTRATION DATE | REGISTRATION NO. |
|------------------|--------------------------|-------------------------|
| ANCORE | May 28, 2002 | 2574181 |
| TNA | June 16, 1992 | 1694076 |

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On 4/28/08 before me, James E. Rodriguez, Notary Public, personally appeared

Shikha Rehman (insert name and title of the officer), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature James E. Rodriguez

(Seal)

