

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
Bank of the West		04/28/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Rapiscan Systems High Energy Inspection Corporation		
Street Address:	12525 Chadron Avenue		
City:	Hawthorne		
State/Country:	CALIFORNIA		
Postal Code:	90250		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1258431		
Registration Number:	2375816	EAGLE	
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		
ATTORNEY DOCKET NUMBER:	BOW TO RAPHIGH		
NAME OF SUBMITTER:	Clarence F. West		
Signature:	/Clay West/		
Date:	06/13/2008		

OP \$65.00 1258431

Total Attachments: 4

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RELEASE AND REASSIGNMENT OF TRADEMARKS
Rapiscan Systems High Energy Inspection 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 HIGH ENERGY INSPECTION CORPORATION, a California corporation with its chief executive office located at 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 0559 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.
ARACOR LOGO	November 22, 1983	1258431
EAGLE	August 8, 2000	2375816

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)

