

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alliance Medical, Inc.		06/13/2011	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Alliance Medical, Inc.		
Street Address:	100 Tri-State International		
Internal Address:	Suite 200		
City:	Lincolnshire		
State/Country:	ILLINOIS		
Postal Code:	60069		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1851065	ALLMED	
Registration Number:	2008521	ALLMED	
CORRESPONDENCE DATA			
Fax Number:	(216)696-0740		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	216-861-7875		
Email:	clevelandip@bakerlaw.com		
Correspondent Name:	Christopher Stanek		
Address Line 1:	1900 East 9th Street		
Address Line 2:	Suite 3200		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	042040.000015		
NAME OF SUBMITTER:	Christopher Stanek		
Signature:	/Christopher Stanek/		

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TRADEMARK
REEL: 004597 FRAME: 0076

Date:

08/03/2011

Total Attachments: 3

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ASSIGNMENT OF TRADEMARK ASSETS

WHEREAS, Alliance Medical, Inc., a Missouri corporation ("Assignor"), and Bound Tree Medical, LLC, an Ohio limited liability company ("Bound Tree"), are entering into that certain Asset Purchase Agreement, dated as of June 13, 2011, (the "Purchase Agreement");

WHEREAS, under the Purchase Agreement, Assignor has agreed, subject to the terms and conditions of the Purchase Agreement, to sell, convey, transfer, and deliver to Alliance Medical, Inc., a Delaware corporation (the "Assignee"), as Bound Tree's wholly owned subsidiary and nominee under the Purchase Agreement, all of its right, title, and interest in and to the Purchased Assets, including all of Assignor's interest in the Purchased Intellectual Property (as defined in the Purchase Agreement) described in Schedule 2.1(a) to the Purchase Agreement, including all files and records related thereto;

WHEREAS, Assignor owns all right, title, and interest in and to the federal and state trademark registrations and applications therefor listed in Schedule A hereto that comprise part of the Purchased Assets, and all renewals thereof or thereon (hereinafter, collectively, the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title, and interest in and to all Trademarks, and Assignor has agreed, pursuant to and subject to the terms and conditions of the Purchase Agreement, to cause the same to be sold, conveyed, transferred, and delivered to Assignee.

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement, and other valuable and legally sufficient consideration acknowledged by Assignor to have been received in full:

1. Effective as of the Closing Date (as defined in the Purchase Agreement), Assignor does hereby sell, convey, assign, transfer, and deliver to Assignee its entire worldwide right, title and interest in, to, and under all Trademarks, together with the goodwill of the Business (as defined in the Purchase Agreement) symbolized by such Trademarks, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present, or future infringement of such Trademarks, these rights to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.
2. The terms and covenants of this Assignment shall inure to the benefit of Assignee and its successors and assigns, and shall be binding upon Assignor and its successors and assigns.
3. Assignor hereby requests that the appropriate patent, trademark, or other government offices record this Assignment and issue a new certificate of registration in Assignee's name.
4. This Assignment does not (i) convey any rights of Assignor other than those required to be transferred under the Purchase Agreement or (ii) create any obligations for Assignor in addition to those provided under the Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the terms and provisions of the Purchase Agreement shall control the extent of the assignment pursuant to this Assignment.

IN TESTIMONY WHEREOF, the undersigned has executed this Assignment effective as of the Closing Date.

Alliance Medical, Inc.

By: [Signature]
Name: Lawrence Dahl
Title: President

STATE OF Missouri)
COUNTY OF Cole)) SS

On this 14th day of July, 2011, Lawrence Dahl, being personally known to me, appeared before me, a Notary Public in and for the County and State aforesaid, and being first duly sworn, said and acknowledged that, as such officer, he signed and delivered the foregoing instrument as the free and voluntary act of said company, all pursuant to the authority given by the governing body of said company.

SUBSCRIBED and SWORN TO
before me this 14th day of July, 2011

[Signature]
Notary Public



SUSAN A. WEST
My Commission Expires
March 4, 2012
Cole County
Commission #08495341

Trademark Assignment

SCHEDULE A

(1) U.S. Registration No. 1,851,065

Mark: ALLMED

(2) U.S. Registration No. 2,008,521

Mark: ALLMED

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