

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
Applied Technology Group, LLC		03/12/2012	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	Aderant Imaging, LLC		
Street Address:	500 NORTHRIDGE, SUITE 800		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30350		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3285020	EXPERTIMAGE	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	38123-102		
NAME OF SUBMITTER:	Susan Zablocki		
Signature:	/susan zablocki/		

Date:

02/05/2013

Total Attachments: 11

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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is entered into on this 12th day of March, 2012, by and between Applied Technology Group, LLC, a Washington limited liability company (the "Seller"), and Aderant Imaging, LLC, a Delaware limited liability company (the "Buyer"), pursuant to that certain Asset Purchase Agreement by and among (i) the Seller, (ii) the Buyer and (iii) each of Michael Bowie and Scott Walker, of even date herewith (the "Asset Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

WHEREAS, the Asset Purchase Agreement provides for the sale of substantially all of the assets comprising the Business to the Buyer; and

WHEREAS, the Seller desires to assign to the Buyer, and the Buyer desires to obtain and assume from the Seller, certain assets, contracts, liabilities and obligations relating to the Business.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Buyer agree as follows:

1. Bill of Sale. For good and valuable consideration, the Seller hereby sells, assigns, transfers, conveys and delivers unto the Buyer, its successors and assigns all of its right, title and interest in and to all of the Purchased Assets (including the Purchased Contracts), as the same exists as of the date hereof, and the Buyer hereby accepts the foregoing sale, assignment, transfer, conveyance and delivery.

2. Assignment and Assumption. The Seller hereby sells, assigns, transfers, conveys and delivers unto the Buyer, its successors and assigns all of its right, title and interest in and to the Assumed Liabilities, and the Buyer hereby assumes and agrees to pay, perform and discharge promptly and in full those obligations and liabilities in connection with the Assumed Liabilities as and when the same shall become due.

3. Further Assurances. The Seller covenants and agrees that it will do or cause to be done all such further acts, and shall execute and deliver, or cause to be executed and delivered, all transfers, assignments and conveyances, evidences of title, notices, powers of attorney and assurances reasonably necessary or desirable to put the Buyer, its successors and assigns, in actual possession and operating control of the Purchased Assets, or as the Buyer shall reasonably require to better assure and confirm title of the Buyer to the Purchased Assets.

4. Asset Purchase Agreement. This Agreement is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Asset Purchase Agreement. This Agreement shall not replace, substitute, expand or extinguish any obligation or provision of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof the terms of the Asset Purchase Agreement shall control.

5. Miscellaneous.

(a) This Agreement, and all claims relating to or arising out of the relationship of the parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

(b) This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

(c) This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) No amendment of any provision of this Agreement shall be effective, unless the same shall be in writing and signed by the Seller, on the one hand, and the Buyer, on the other hand. Any failure of any party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any party to take any action with respect to any breach of this Agreement or default by another party shall constitute a waiver of such party's right to enforce any provision hereof or to take any such action.


(e) In case any term, provision, covenant or restriction contained in this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.


(f) This Agreement shall not be assigned by any party (by operation of law or otherwise) without the prior written consent of the other parties, except that, after the Closing Date, the Buyer may assign this Agreement to any of its affiliates, provided, that in each case, the assigning party remains liable for the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

THE SELLER:

APPLIED TECHNOLOGY GROUP, LLC

By: 
Name: Michael Bowie
Title: Member

By: 
Name: Scott Walker
Title: Member

THE BUYER:

ADERANT IMAGING, LLC

By: _____
Name: Deane S. Price
Title: Chief Financial Officer

[Signature Page to Bill of Sale]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

THE SELLER:

APPLIED TECHNOLOGY GROUP, LLC

By: _____

Name: Michael Bowie

Title: Member

By: _____

Name: Scott Walker

Title: Member

THE BUYER:

ADERANT IMAGING, LLC

By: Deane S. Price

Name: Deane S. Price

Title: Chief Financial Officer

[Signature Page to Bill of Sale]

ASSET PURCHASE AGREEMENT

BY AND AMONG

ADERANT IMAGING, LLC,

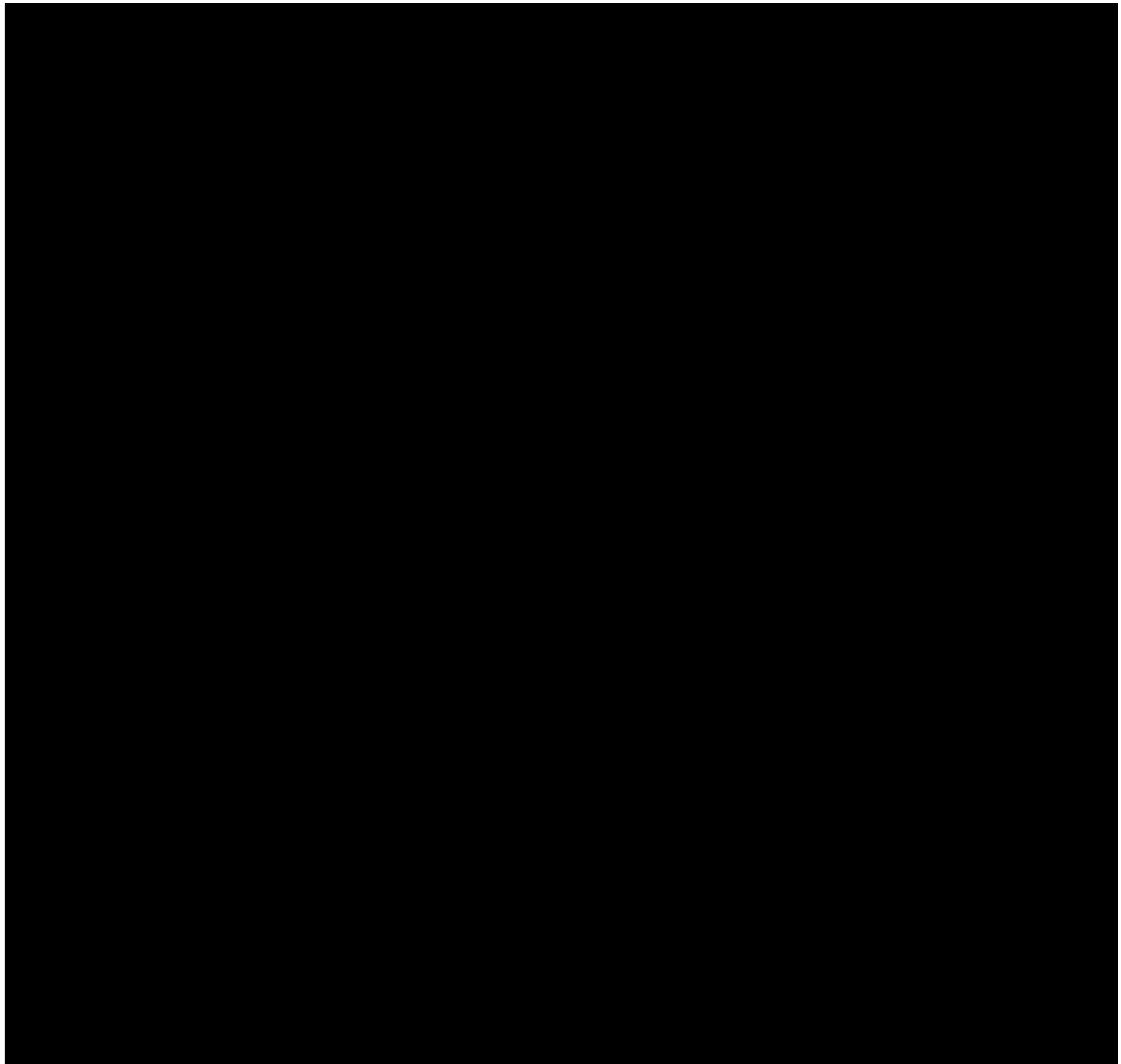
APPLIED TECHNOLOGY GROUP, LLC

AND

THE MEMBERS OF APPLIED TECHNOLOGY GROUP, LLC

DATED AS OF

March 12, 2012



“Proprietary Rights” means all of the following throughout the world: (i) patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any reissues, continuations, continuations-in-part, divisions, continued prosecution applications, extensions, as well as all reissues or reexaminations thereof; (ii) trademarks, service marks, trade dress, logos, slogans, trade names, internet domain names, corporate names and other indicia of source and all registrations and applications for registration thereof, together with all goodwill associated therewith; (iii) copyrights and works of authorship, and all registrations and applications for registration thereof; (iv) mask works and all registrations and applications for registration thereof; (v) computer software (including source code, object code, data, data bases and related documentation); (vi) trade secrets, confidential information, and proprietary data and information (including compilations of data (whether or not copyrighted or copyrightable), ideas, formulae, compositions, blends, processes, know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, improvements, proposals, technical data, financial and accounting data, business and marketing plans, and customer and supplier lists and related information);

(vii) all other intellectual property rights; and (viii) all copies and tangible embodiments of the foregoing (in whatever form or medium), including in the case of each of the foregoing items (i) through (vii), the items set forth on Schedule 1.1E attached hereto.

“Purchased Assets” means all assets, properties, rights, titles and interests of every kind or nature owned, leased, licensed or otherwise held by the Seller (including indirect and other forms of beneficial ownership) as of the Closing Date and all assets, properties, rights, titles and interests of every kind or nature owned, leased, licensed or otherwise held by any Affiliate of the Seller used in (currently or at any time in the past), related to, or necessary to the Business, in each case, whether tangible, intangible, real or personal and wherever located, including all of the following assets, but excluding the Excluded Assets:

(i) all billed and unbilled accounts receivable and all correspondence with respect thereto, including all trade accounts receivable, notes receivable from customers, vendor credits and accounts receivable from employees and all other obligations from customers with respect to sales of goods or services, whether or not evidenced by a note, including those listed on Schedule 1.1F;

(ii) all prepayments, prepaid expenses and other similar assets;

(iii) all rights existing under the Seller Contracts, except for any Excluded Contracts (“Purchased Contracts”);

(iv) all claims, deposits, prepayments, warranties, guarantees, refunds, causes of action, rights of recovery, rights of set-off and rights of recoupment of every kind and nature except to the extent (and only to the extent) related to the Excluded Assets or the Excluded Liabilities;

(v) all Proprietary Rights, including all Proprietary Rights in the Seller’s Software and those listed on Schedule 1.1E (collectively, the “Seller Proprietary Rights”);

(vi) all intangible rights and property, including goodwill of the Seller as a going concern;

(vii) all warranty net proceeds received with respect to damage, non-conformance of or loss to the Purchased Assets;

(viii) copies of all customer and supplier lists (whether past or current), customer and supplier records, invoices and all books, records and accounts, financial records, manuals, studies, reports or summaries and sales and promotional literature, in each case, whether in written or electronic format;

(ix) all Seller Software (as defined in Section 5.11(d) below), including that listed on Schedule 1.1G; and

(x) all rights to receive and retain mail and other communications relating to the Purchased Assets and the Assumed Liabilities after the Closing.

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first written above.

BUYER:

ADERANT IMAGING, LLC
a Delaware limited liability company

By: Deane S. Price
Name: Deane S. Price
Its: CFO


{Asset Purchase Agreement}


TRADEMARK
REEL: 004956 FRAME: 0609

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first written above.

SELLER:

APPLIED TECHNOLOGY GROUP, LLC
a Washington limited liability company

By: 
Name: Michael Bowie
Its: Member

By: 
Name: Scott Walker
Its: Member

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first written above.

MEMBERS:



MICHAEL BOWIE



SCOTT WALKER

Trade Names

Applied Technology Group, L.L.C.

ExpertImage

ATG

ATG/ExpertImage





Website

www.atgrp.com

www.expertimage.com

www.expertimate.net

Marks

Mark	App. No. / Reg. No.	App. Date / Issue Date	Status / Issues
	3,285,020	08/28/2007	Registered.
	N/A	N/A	Unregistered.
	N/A	N/A	Unregistered.
	77/243,105	N/A	Abandoned.