

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|---|---------------------------------------|-------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | MERGER | | |
| EFFECTIVE DATE: | 02/28/2010 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AMICAS, Inc. | | 02/28/2010 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Merge Healthcare Incorporated | | |
| Street Address: | 200 E. Randolph Street, Suite 2435 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60601 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3231810 | REALTIME WORKLIST | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4142770656 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 414-271-6560 | | |
| Email: | ccchrustic@michaelbest.com | | |
| Correspondent Name: | Ariana G. Voigt | | |
| Address Line 1: | 100 East Wisconsin Avenue, Suite 3300 | | |
| Address Line 4: | Milwaukee, WISCONSIN 53202 | | |
| ATTORNEY DOCKET NUMBER: | 026436-5064 US00 | | |
| NAME OF SUBMITTER: | Ariana G. Voigt | | |
| Signature: | /ariana g. voigt/ | | |

OP \$40.00 3231810

Date:

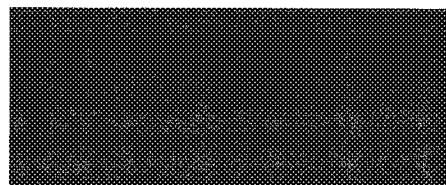
04/10/2013

Total Attachments: 15

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AGREEMENT AND PLAN OF MERGER
BY AND AMONG
AMICAS, INC.,
MERGE HEALTHCARE INCORPORATED
AND
PROJECT READY CORP.

DATED AS OF FEBRUARY 28, 2010

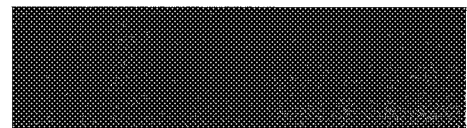
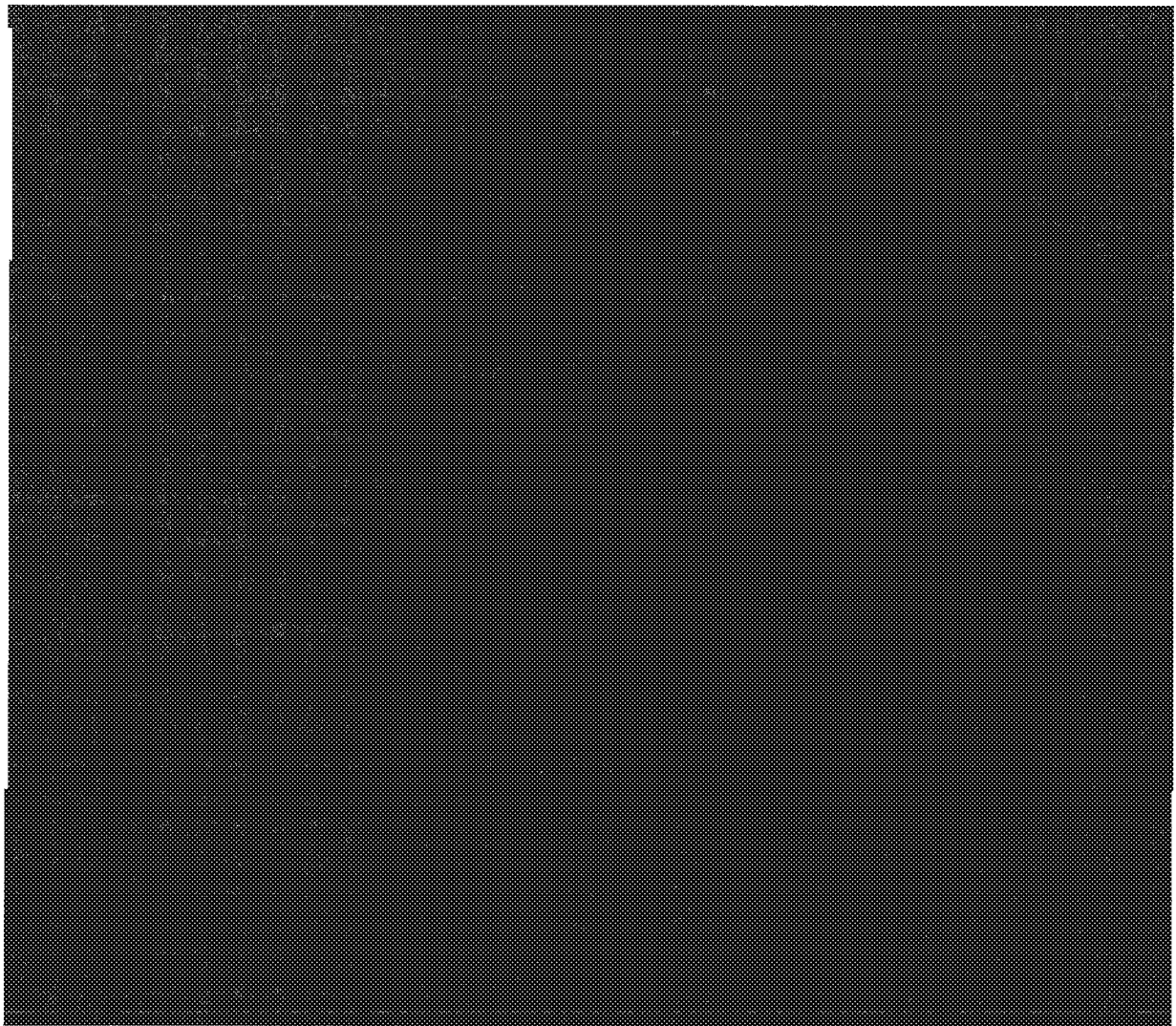


Pages i- v Redacted

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (together with all annexes, letters, schedules and exhibits hereto, this "Agreement"), dated as of February 28, 2010, is by and among Merge Healthcare Incorporated, a Delaware corporation ("Parent"), Project Ready Corp., a Delaware corporation and wholly-owned direct subsidiary of Parent ("Merger Sub"), and AMICAS, Inc., a Delaware corporation (the "Company"). Certain capitalized terms used in this Agreement are defined in Article IX, and Article IX includes an index of all capitalized terms used in this Agreement.

RECITALS



Pages 2 – 31 Redacted

Section 3.16 Intellectual Property. The representations and warranties made in Section 3.11 are not intended to cover Software, Intellectual Property and Information Systems (other than hardware). The representations and warranties in this Section 3.16, and in clauses (b) and (c) of Section 3.15, shall control over any other representations and warranties elsewhere in the Agreement, to the extent that any of such other representations and warranties, or any part of any of them, are inconsistent with or contradict the representations and warranties in this Section 3.16 and in clauses (b) and (c) of Section 3.15, or any part of any of them.

(a) The Company or the relevant Subsidiary owns, has a license to, or otherwise possesses sufficient rights to, the Intellectual Property used by the Company or such Subsidiary, as the case may be, to conduct its respective business as currently conducted in all material respects.

(b) Section 3.16(b) of the Company Disclosure Letter sets forth a complete and correct list of: (i) all patented or registered Company Intellectual Property; (ii) all pending patent applications, all trademark applications, or other applications for registration of Company Intellectual Property; (iii) all material unregistered trademarks, trade names and service marks, all registered copyrights, and all material domain names owned by the Company, including, to the extent applicable for registered or issued Intellectual Property, the jurisdictions in which each such Company Intellectual Property has been issued or registered or in which any application for such issuance and registration has been filed; and (iv) major releases of all Software owned by the Company and any Subsidiary of the Company marketed or supported by the Company or any Subsidiary of the Company. All registration, maintenance and renewal fees in connection with the material registered Company Intellectual Property which have come due have been paid and, to the Knowledge of the Company, all necessary documents and certificates in connection with the foregoing have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of perfecting, prosecuting, and maintaining the foregoing. To the Knowledge of the Company, there are no actions that are required to be taken by Company within 120 days of the date of this Agreement with respect to any of the foregoing, except as set out in Section 3.16(b) of the Company Disclosure Letter. Section 3.16(b) of the Company Disclosure Letter lists all License Agreements under which the Company is the licensee of third party Software that is embedded, integrated, bundled with, or otherwise distributed with the Company products or is used to provide the Company products on a software-as-a-service, web-based application, or service basis, that: (i) requires aggregate noncontingent payments by the Company in excess of \$200,000 annually or potentially requires payment by the Company expected to be in excess of \$200,000 annually; or (ii) (A) is not generally available to the public, or (B) has no functional equivalent that is generally commercially available, in each case the absence of which would materially impair the Company's products or services ("Material Embedded Software"). Neither the Company nor any of its Subsidiaries nor, to the Knowledge of the Company, any Third Party, is in material violation of any license, sublicense or agreement for Material Embedded Software. Except as otherwise described in Section 3.16(b) of the Company Disclosure Letter, the execution and delivery of this Agreement by the Company and the commencement and consummation of the Offer or the Merger contemplated hereby will not: (A) cause the Company or any of its

Subsidiaries to be in material violation or material default under any material license, sublicense or agreement for either Company Intellectual Property or Material Embedded Software; (B) result in the termination or modification of, or entitle any other party to, any material license, sublicense or agreement for Company Intellectual Property or Material Embedded Software to terminate or modify such license, sublicense or agreement for Company Intellectual Property or Material Embedded Software; or (C) entitle any Third Party to claim any right to use or practice under any material Company Intellectual Property. The Company is the owner of all right, title and interest in and to the Company Intellectual Property free and clear of all Encumbrances other than Permitted Encumbrances and, has sole and exclusive rights to the use thereof (subject to fair use exceptions) in connection with the services or products in respect of which the material Company Intellectual Property is being used by the Company or any of its Subsidiaries, subject to any license agreements to which the Company or any of its Subsidiaries is a party pursuant to which the Company or any of its Subsidiaries licenses others to use any such Company Intellectual Property in the ordinary course of business. The foregoing representations are subject to ownership and use rights in third parties relating to unregistered Company Intellectual Property (except copyrights) where the third party has without infringing or misappropriating any rights of the Company or any of its Subsidiaries developed or obtained such Intellectual Property independently.

(c) To the Knowledge of the Company, there is no unauthorized use, disclosure, infringement or misappropriation of any Company Intellectual Property rights by any Third Party, including any employee or former employee of the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries has entered into any agreement to indemnify any other Person against any charge of infringement of any Intellectual Property, other than indemnification obligations arising in the ordinary course of business.

(d) All issued patents and registered trademarks and service marks held by the Company or any of its Subsidiaries are valid, and existing. To the Knowledge of the Company, there is no material loss or expiration of any of the Company Intellectual Property threatened or pending, except for the expiration dates of patents and with respect to trademarks and service marks which are not being used. To the Knowledge of the Company, there is no assertion or claim pending challenging the ownership, use, validity or enforceability of any Company Intellectual Property. Neither the Company nor any of its Subsidiaries is a party to any suit, action or proceeding that involves a claim of infringement or misappropriation by the Company or any of its Subsidiaries of any Intellectual Property of any Third Party nor, to the Knowledge of the Company has any such suit, action or proceeding been threatened against the Company or any of its Subsidiaries nor, to the Knowledge of the Company, has the Company or any of its Subsidiaries received any demands or unsolicited offers to license any Intellectual Property from any Third Party. The conduct of the business of the Company and each of its Subsidiaries has not infringed or misappropriated and is not infringing or misappropriating any Intellectual Property of any Third Party in a manner which would reasonably be expected to have a Company Material Adverse Effect. No Third Party has notified the Company that it is challenging the ownership or use by the Company or any of its Subsidiaries, or the validity of, any of the Company Intellectual Property in a

manner which would reasonably be expected to have a Company Material Adverse Effect. Neither the Company nor any of its Subsidiaries has brought or is bringing or has threatened any action, suit or proceeding for infringement or misappropriation of the Company Intellectual Property or breach of any license or agreement involving Company Intellectual Property against any Third Party. To the Knowledge of the Company, there are no pending or threatened interference, re-examinations, or oppositions involving any material patents, patent applications, or trademarks of the Company or any of its Subsidiaries.

(e) The Company or its Subsidiaries have taken commercially reasonable steps to protect and preserve the confidentiality of all Trade Secrets and confidential information deemed material by the Company or its Subsidiaries. Without limiting the foregoing, each of the Company and its Subsidiaries have instituted policies requiring each employee, consultant and independent contractor exposed to Trade Secrets or such Confidential Information to execute proprietary information and confidentiality agreements substantially in the Company's standard forms, which forms have been made available to Parent.

(f) Except as set forth in Section 3.16(f) of the Company Disclosure Letter, the material Intellectual Property owned by the Company in Software used in the Company's products or any of its Subsidiaries was: (i) developed by employees of the Company or its Subsidiaries within the scope of their employment; (ii) developed by independent contractors who have assigned their rights (including Intellectual Property rights) to the Company or its Subsidiaries pursuant to written agreements; or (iii) otherwise acquired by the Company or its Subsidiaries from a Third Party pursuant to written agreements.

(g) Section 3.16(g) of the Company Disclosure Letter lists all material Open Source Software that is incorporated into, combined with, distributed with, or made available with, any Company product whether distributed or provided on a software-as-a-service, web-based application, or other service basis. Neither the Company nor any of its Subsidiaries have modified any of the Open Source Software identified in Section 3.16(g) of the Company Disclosure Letter. Neither the Company nor any of its Subsidiaries have used any Open Source Software in a manner that would require the Company or any of its Subsidiaries to disclose source code for any Company products, grants rights to redistribute the Company's products to any Third Party, grant patent non-asserts or patent licenses to any Third Party, or otherwise grant any right not specifically granted in the Company's or any of its Subsidiary's license agreement with any Third Party.

(h) Except as set forth in Section 3.16(h) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries has disclosed or delivered to any Third Party, agreed to disclose or deliver to any Third Party, or permitted the disclosure or delivery to any escrow agent of, any source code that is Company Intellectual Property and the confidentiality of which is material to the Company. No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time, or both) will, or would reasonably be expected to, result in a requirement that any such source

code be disclosed or delivered to any Third Party by the Company, any of its Subsidiaries or any person acting on their behalf.

(i) All products of the Company and its Subsidiaries are free of any material third party disabling codes or instructions, timer, copy protection device, clock, counter or other limiting design or routing and any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus" or other similar programs, software routines or hardware components that permit unauthorized access or the unauthorized disablement or erasure of such Company product (or any part thereof) or data or other Software of users or otherwise cause them to be incapable of being used in the full manner for which they were designed, in each case except as would reasonably be expected not to have a Company Material Adverse Effect.

(j) The computer Software, computer firmware, computer hardware (whether general purpose or special purpose), electronic data processing, information, record keeping, communications, telecommunications, third party Software, networks, peripherals and computer systems, including any outsourced systems and processes, and other similar or related items of automated, computerized and/or Software systems that are used or relied on by the Company and its Subsidiaries (collectively, "Information Systems"), have, together with other Company assets and personnel, generated the results reflected in the financial statements of the Company and the Company and its Subsidiaries have purchased a sufficient number of license seats for all Software used by the Company and its Subsidiaries in such operations.

(k) With respect to the Information Systems: (i) to the Knowledge of the Company there have been no successful unauthorized intrusions or breaches of the security of the Information Systems; (ii) there has not been any material malfunction that has not been remedied or replaced in all material respects or any unplanned downtime or service interruption lasting more than 60 minutes in the period beginning twenty-four (24) months prior to the date hereof through the date hereof; (iii) the Company and its Subsidiaries have implemented or are in the process of implementing (or in the exercise of reasonable business judgment have determined that implementation is not yet in the best interest of the Company and its Subsidiaries) in a timely manner any and all security patches or security upgrades that are generally available for the Company's and its Subsidiaries' Information Systems; and (iv) no Third Party providing services to the Company and its Subsidiaries has failed to meet any service obligations in any material respect.


(l) Except as set forth in Section 3.16(l) of the Company Disclosure Letter, no government funding, facilities or resources of a university, college, other educational institution or research center or funding from third parties was used in the development of any material Company Intellectual Property and no governmental entity, university, college, other educational institution or research center has any claim or right in or to such material Company Intellectual Property. To the Company's Knowledge, no current or former employee, consultant or independent contractor of the Company or any of its Subsidiaries who was involved in, or who contributed to, the creation or Intellectual Property owned or used by the Company or its Subsidiaries, has performed services for

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

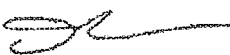
MERGE HEALTHCARE INCORPORATED

Date: 2/28/2010

By: 
Name: Justin Dearborn
Title: CEO


PROJECT READY CORP.

Date: 2/28/2010

By: 
Name: Justin Dearborn
Title: CEO

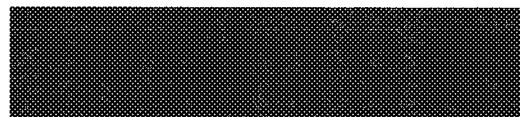
AMICAS, INC.

Date: 3/5/2010

By: 
Name:
Title:

Signature Page to Agreement and Plan of Merger

CR1099 3213983-10.022984.0018



Company Disclosure Letter
to
Agreement and Plan of Merger
by and among
AMICAS, Inc.,
Merge Healthcare, Incorporated
and
Project Ready Corp.

February 28, 2010

This Company Disclosure Letter (this "Disclosure Letter") is being furnished in connection with the execution and delivery of that certain Agreement and Plan of Merger, dated as of February 28, 2010, by and among Merge Healthcare, Incorporated, a Delaware corporation ("Parent"), Project Ready Corp., a Delaware corporation and wholly-owned direct subsidiary of Parent ("Merger Sub") and AMICAS, Inc., a Delaware corporation (the "Company" or "AMICAS") (the "Merger Agreement"). Unless otherwise defined herein, all capitalized terms used in this Disclosure Letter shall have the respective meanings given such terms in the Merger Agreement.

The number and section references in this Disclosure Letter correspond to the numbered and lettered paragraphs in Article III of the Merger Agreement. The inclusion of any fact, item, matter, circumstance, transaction or event in this Disclosure Letter is not deemed to be an admission or representation that the fact, item, matter, circumstance, transaction or event is or is not "material" or has a value above or below any dollar thresholds set forth in the Merger Agreement, and such inclusion shall not be deemed an acknowledgment that such fact, item, matter, circumstance, transaction or event is required to be so disclosed pursuant to the Merger Agreement. No disclosure in this Disclosure Letter relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. Disclosures in any Section of this Disclosure Letter shall be deemed to be disclosed with respect to any other Section(s) of the Merger Agreement where it is reasonably apparent on its face that such disclosure is responsive to the representations and warranties in such other Section(s).

The headings, captions and cross-references in this Disclosure Letter are included for convenience of reference only and shall in no way (i) modify, limit or affect any information provided in this Disclosure Letter, or (ii) be considered in construing or interpreting any information provided in the Disclosure Letter, or (iii) expand the scope of information required to be disclosed in this Disclosure Letter.

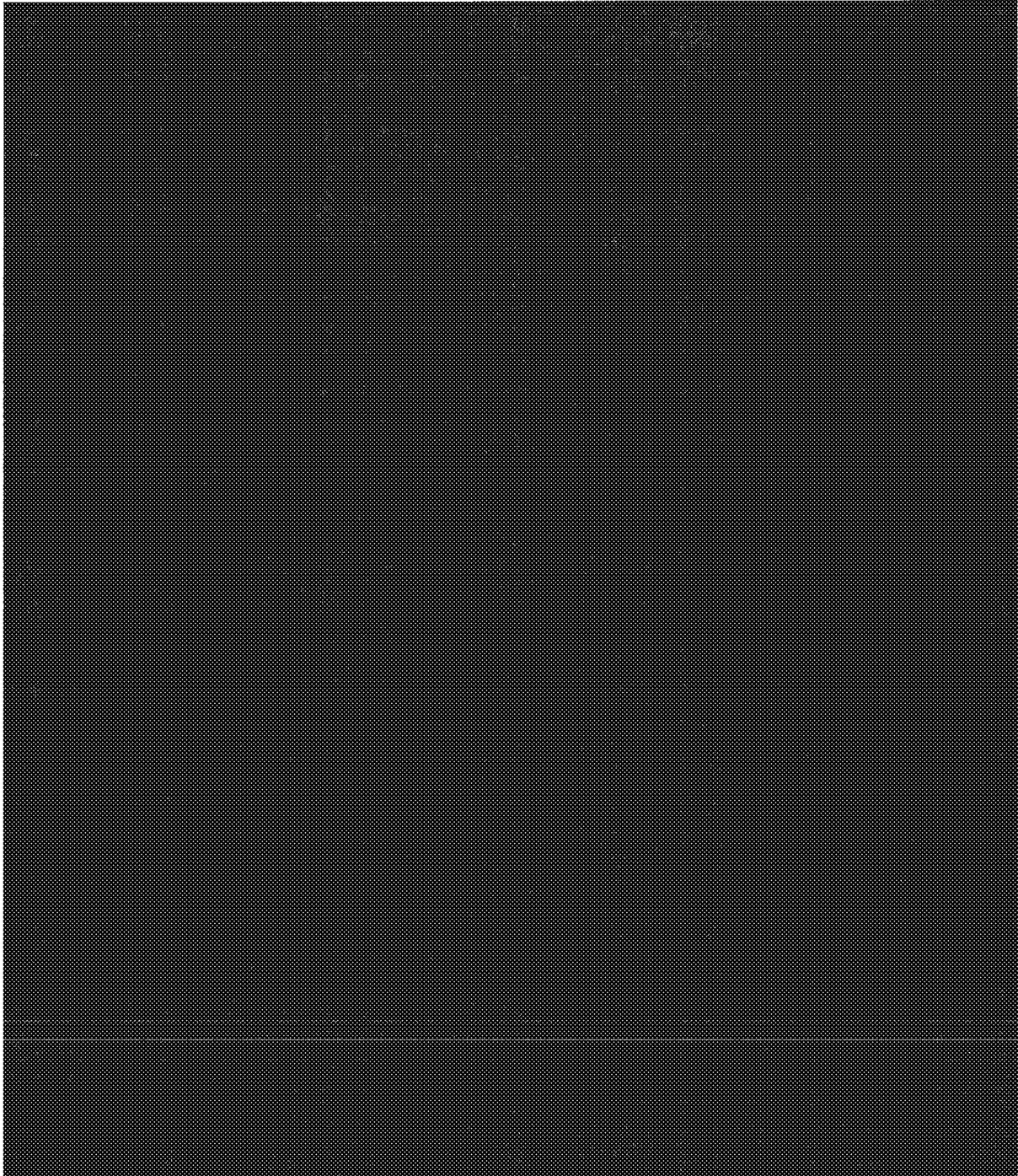
Company Disclosure Letter to Merger Agreement

Section 3.16

Intellectual Property

3.16(b) Patent and Trademark Registrations

Patents and Patent Applications



Company Disclosure Letter to Merger Agreement



Trademarks and Trademark Applications

| <u>Trademark</u> | <u>Owner</u> | <u>App No.</u> | <u>Reg No.</u> | <u>Status</u> | <u>Country</u> | <u>Reg Date</u> |
|---------------------------------------|--------------|----------------|----------------|---------------|----------------|-----------------|
| AMICAS | AMICAS, Inc. | | 2439085 | Registered | UK | 22-Feb-2008 |
| AMICAS | AMICAS, Inc. | 76/077109 | 2566733 | Registered | USA | 07-May-2002 |
| AMICAS | AMICAS, Inc. | 76/077115 | 2566734 | Registered | USA | 07-May-2002 |
| AMICAS | AMICAS, Inc. | 76/077116 | 2759389 | Registered | USA | 02-Sep-2003 |
| EMPOWERING THE BUSINESS OF IMAGING | AMICAS, Inc. | 78/711621 | 3412922 | Registered | USA | 15-Apr-2008 |
| LIGHTBEAM | AMICAS, Inc. | 78/658694 | 3100735 | Registered | USA | 06-Jun-2006 |
| LIGHTVIEW | AMICAS, Inc. | 78/658710 | 3100737 | Registered | USA | 06-Jun-2006 |
| RADCONNECT | AMICAS, Inc. | 76/203850 | 2633013 | Registered | USA | 08-Oct-2002 |
| REALTIME WORKLIST | AMICAS, Inc. | 78/658701 | 3231810 | Registered | USA | 17-Apr-2007 |
| VISION REACH | AMICAS, Inc. | 78/739999 | 3257122 | Registered | USA | 26-Jun-2007 |
| VISION SERIES | AMICAS, Inc. | 78/661370 | 3182981 | Registered | USA | 12-Dec-2006 |

Company Disclosure Letter to Merger Agreement

| <u>Trademark</u> | <u>Owner</u> | <u>App No.</u> | <u>Reg No.</u> | <u>Status</u> | <u>Country</u> | <u>Reg Date</u> |
|--|-----------------|----------------|----------------|---------------|----------------|-----------------|
| VISION WATCH | AMICAS, Inc. | 78/658707 | 3116843 | Registered | USA | 18-Jul-2006 |
| CAMTRONICS | Camtronics | 75/501444 | 2468710 | Registered | USA | 17-Jul-2001 |
| DISCOVERY | Camtronics | 1041975 | TMA65596 3 | Registered | Canada | 03-Jan-2006 |
| DISCOVERY | Camtronics | 1456532 | 1456532 | Registered | EEC | 30-Apr-2001 |
| VERICIS | Camtronics | 2002058188 | 4727222 | Registered | Japan | 21-Nov-2003 |
| VERICIS | Camtronics | 20020034700 | 400564465 | Registered | Korea | 11-Nov-2003 |
| VERICIS | Camtronics | 76/046034 | 2490385 | Registered | USA | 18-Sep-2001 |
| EMAGEON | Emageon Inc. | 1083604 | TMA56877 7 | Registered | Canada | 09-Oct-2002 |
| EMAGEON | Emageon, Inc. | 1965151 | 1695151 | Registered | EEC | 26-Feb-2002 |
| EMAGEON | Emageon Inc. | 76/051199 | 2669759 | Registered | USA | 31-Dec-2002 |
| DISCOVERY | Camtronics | 75/748238 | 2719596 | Registered | USA | 27-May-2003 |
| ULTRAVISUAL | UltraVisual | 78/229498 | 2808827 | Registered | USA | 27-Jan-2004 |
| AMICAS | AMICAS, Inc. | 77/578390 | | Allowed | USA | |
| CASHFINDER WORKLIST | AMICAS, Inc. | 77/576324 | | Allowed | USA | |
| RADSTREAM | AMICAS, Inc. | 78/882143 | | Allowed | USA | |
| AMICAS INSIGHT | AMICAS, Inc. | 78/905889 | | Abandon ed | USA | |
| AMICAS OFFICE SOLUTIONS | AMICAS, Inc. | | 2426756 | Registered | UK | 29-Feb-2008 |
| PAR | AMICAS, Inc. | 73/534750 | 1414772 | Registered | USA | 28-Oct-1986 |
| VITALWORKS | AMICAS, Inc. | 76/031877 | 2773851 | Abandon ed | USA | 14-Oct-2003 |
| VITALWORKS (Stylized and/or design) | AMICAS, Inc. | 76/032063 | 2747746 | Abandon ed | USA | 05-Aug-2003 |
| WHERE DOCTORS GET CONNECTED | Vitalworks Inc. | 76/102332 | 2737507 | Abandon ed | USA | 15-Jul-2003 |
| ARCHIUM | Camtronics | 74/471537 | 1917687 | Renewed | USA | 12-Sep-1995 |
| C (Stylized and/or design) | Camtronics | 2002063220 | 4664900 | Registered | Japan | 18-Apr-2003 |
| C (Stylized and/or design) | Camtronics | 4.02002E+12 | 400577557 | Registered | Korea | 15-Mar-2004 |
| C (Stylized and/or design) | Camtronics | 74/455686 | 1852303 | Renewed | USA | 06-Sep-1994 |
| CAMTRONICS | Camtronics | 200258189 | 4664877 | Registered | Japan | 18-Apr-2003 |
| CAMTRONICS | Camtronics | 20020034699 | 400577558 | Registered | Korea | 15-Mar-2004 |
| CAMTRONICS | Camtronics | 20030047265 | 400625694 | Registered | Korea | 21-Jul-2005 |
| CORTREK | Camtronics | 1041976 | TMA55176 7 | Registered | Canada | 01-Oct-2001 |
| CORTREK | Camtronics | 1457761 | 1457761 | Registered | EEC | 13-Feb-2001 |
| ECHOVACS | Camtronics | 807118 | TMA47234 3 | Registered | Canada | 11-Mar-1997 |
| Q-CATH | Camtronics | 599707 | 599707 | Registered | Australia | 02-Apr-1993 |
| Q-CATH | Camtronics | 775699 | 510111 | Registered | Benelux | 10-Feb-1992 |
| Q-CATH | Camtronics | 177010 | 2008391 | Registered | Germany | 28-Dec-1994 |
| Q-CATH | Camtronics | 1532660 | 1532660 | Registered | UK | 17-Apr-1993 |

Company Disclosure Letter to Merger Agreement

| <u>Trademark</u> | <u>Owner</u> | <u>App No.</u> | <u>Reg No.</u> | <u>Status</u> | <u>Country</u> | <u>Reg Date</u> |
|------------------|-------------------|----------------|---------------------|---------------|----------------|-----------------|
| CARDIOIMS | VMI Medical, Inc. | 76/284228 | 2642267 | Renewed | USA | 29-Oct-2002 |
| A AMICAS | AMICAS, Inc. | 76077113 | 2721918 TMA56315 | Registered | USA | 03-Jun-2003 |
| VMI MEDICAL | Camtronics | 089910500 | 5 | Registered | Canada | 07-Jun-2002 |
| OPTISHOP | Vitalworks Inc. | 78362835 | 2920926 | Registered | USA | 25-Jan-2005 |
| INTUITION | Vitalworks Inc. | 76538141 | 2928532 | Registered | USA | 01-Mar-2005 |
| PRACTICEEXCHANGE | Vitalworks Inc. | 76538140 | 2969262 | Registered | USA | 19-Jul-2005 |

