

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
Gamma Medica-Ideas, Inc.		03/12/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Imaging Acquisition Inc.
Street Address:	140 Broadway, 51st Floor
Internal Address:	c/o Psilos Group Partners III, LP
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3369476	GAMMA MEDICA-IDEAS
Registration Number:	4180213	GAMMA MEDICA
Registration Number:	4180214	GAMMAMEDICA
Registration Number:	4119402	LUMAGEM
Registration Number:	4143674	LUMAGEM

CORRESPONDENCE DATA

Fax Number: 415591400
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 415-591-1000
 Email: trademarksSF@winston.com
 Correspondent Name: Becky L. Troutman, Winston & Strawn LLP
 Address Line 1: 101 California Street
 Address Line 2: Suite 3900
 Address Line 4: San Francisco, CALIFORNIA 94111-5894

CH \$140.00 3369476

ATTORNEY DOCKET NUMBER:	011756.00003
NAME OF SUBMITTER:	Becky L. Troutman
Signature:	/Becky L. Troutman/
Date:	04/11/2013
Total Attachments: 7 source=GMITrademarkAsg#page1.tif source=GMITrademarkAsg#page2.tif source=GMITrademarkAsg#page3.tif source=GMITrademarkAsg#page4.tif source=GMITrademarkAsg#page5.tif source=GMITrademarkAsg#page6.tif source=GMITrademarkAsg#page7.tif	

Exhibit C – Form of Trademark Assignment

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into effective as of March 12, 2013 (the "Effective Date") by and among IMAGING ACQUISITION INC., a corporation existing under the laws of Delaware ("Assignee") and ADVANCED MOLECULAR IMAGING, LLC, a Delaware limited liability company ("Parent"), GAMMA MEDICA-IDEAS, INC., a Delaware corporation and majority-owned subsidiary of Parent ("GMI"), and GAMMA MEDICA-IDEAS (USA), INC., a California corporation and wholly-owned subsidiary of GMI ("GMI USA"), ADVANCED MOLECULAR IMAGING, INC., a Delaware corporation and wholly-owned subsidiary of GMI ("AMI"), and INDUSTRIAL DIGITAL IMAGING, INC., a Delaware corporation and wholly-owned subsidiary of GMI ("IDI" and collectively with Parent, GMI, GMI USA and AMI, "Assignor").

- A. Assignor, as seller, Assignee, as purchaser, and Psilos Group Partners III, L.P., as guarantor, have entered into that certain Asset Purchase Agreement dated as of March 7, 2013 (the "Purchase Agreement"), providing, among other things, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of all right, title and interest in and to the Assets (as defined in the Purchase Agreement). On March 8, 2013, the United States Bankruptcy Court for the Central District of California, San Fernando Valley Division, entered that certain Order (1) Approving Sale of the Debtors' Clinical Business Assets Free and Clear of All Liens, Encumbrances, Claims and Interests; (2) Approving Debtors' Assumption and Assignment of Certain Executory Contracts and Determining Cure Amounts; (3) Waiving the 14-day Stay Periods set forth in Bankruptcy Rules 6004(h) and 6006(d); and (4) Granting Related Relief and therein approved the Purchase Agreement and the transactions contemplated therein and herein.
- B. Each of Assignor's right, title and interest in each of the trademarks, trademark applications and registrations listed in Exhibit A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks") are Assets (as defined in the Purchase Agreement).
- C. The Parties desire to execute and deliver this Assignment for the purpose of effecting the sale, transfer, assignment, conveyance and delivery to Assignee of all of the Assignor's right, title and interest in and to the Marks pursuant to the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to the Marks, the ongoing and existing business of Assignor to which the Marks pertain, the

goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights and copyright rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Marks prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Assignor will promptly communicate to the Assignee, its successors, legal representatives and assigns, any facts known to it respecting the Marks and generally undertake reasonable efforts to aid the Assignee or its successors, legal representatives and assigns, to obtain and enforce proper protection for the Marks in all countries and to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. The cost of recording and registering ownership rights in the Marks shall be borne solely by Assignee, its successors and assigns.

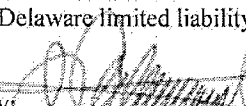
4. Miscellaneous. \This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of California, without regard to its conflicts of law principles.

[Signature page follows.]

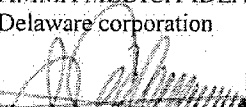
IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above written.

ASSIGNOR:


ADVANCED MOLECULAR IMAGING, LLC,
a Delaware limited liability company

By: 
Name: Chris Anderson
Title: President & CEO

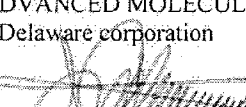
GAMMA MEDICA-IDEAS, INC.,
a Delaware corporation

By: 
Name: Chris Anderson
Title: President & CEO

GAMMA MEDICA-IDEAS (USA), INC.,
a California corporation

By: 
Name: Chris Anderson
Title: President & CEO

ADVANCED MOLECULAR IMAGING, INC.,
a Delaware corporation

By: 
Name: Chris Anderson
Title: President & CEO

INDUSTRIAL DIGITAL IMAGING, INC.,
a Delaware corporation

By: 
Name: Chris Anderson
Title: President & CEO

State of New Hampshire :
County of Roussingham :

Personally appeared before me the above-named James E. Palandra Jr., to me well known, who signed the foregoing TRADEMARK ASSIGNMENT on behalf of each of ADVANCED MOLECULAR IMAGING, LLC, GAMMA MEDICA-IDEAS, INC., GAMMA MEDICA-IDEAS (USA), INC., ADVANCED MOLECULAR IMAGING, INC., and INDUSTRIAL DIGITAL IMAGING, INC., in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.


Anna Schleich
Notary Public

My commission to expire on 7-11-17.

ANNA I. SCHLEICH, Notary Public
My Commission Expires July 11, 2017

ASSIGNEE:

IMAGING ACQUISITION INC.,
a Delaware corporation

By: 
Name: David A. Eichler
Title: President

State of _____:
County of _____:

Personally appeared before me the above-named _____, to me well known,
who signed the foregoing TRADEMARK ASSIGNMENT on behalf of IMAGING
ACQUISITION, INC. in my presence on the date thereof and acknowledged the same to be
his/her voluntary act and deed.

Notary Public

My commission to expire on _____.

See ATTACHED.

State of California
County of LOS ANGELES

On 2/27/2013 before me, JILL M. BAILEY, Notary Public, personally appeared , DAVID A. EICHLER who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument described as TRADEMARK ASSIGNMENT and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his 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 _____ (Seal)

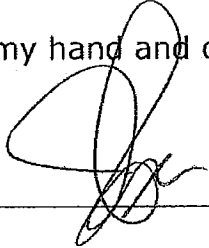


EXHIBIT A
MARKS

Description	Registration/Application Number	Registration/ Application Date
GAMMA MEDICA-IDEAS	3,369,476	1/15/2008
GAMMA MEDICA	4,180,213	7/24/2012
GAMMA MEDICA and design	4,180,214	7/24/2012
LUMAGEM	4,119,402	3/27/2012
LUMAGEM and design	4,143,674	5/15/2012
LUMAGUIDE	may be filed	may be filed
LUMAVIEW	may be filed	may be filed
Innovation for Life	may be filed	may be filed
Excellence Through Innovation	may be filed	may be filed
γMI Gamma Medica	may be filed	may be filed
GammaCam/OR	may be filed	may be filed
LumaGEM SpotLight	may be filed	may be filed

All registered Web domain names related to the Clinical Imaging Business (as defined in the Purchase Agreement), including without limitation domain addresses which include the Marks listed above.