900257189 06/06/2013

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the entire assignment previously recorded on Reel 005002 Frame 0375. Assignor(s) hereby confirms the merger did not occur.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMICAS, Inc.		02/28/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	AMICAS, Inc.
Street Address:	20 Guest Street
Internal Address:	Suite 200
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02135
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3231810	REALTIME WORKLIST

CORRESPONDENCE DATA

6082832275 Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Email: Imkonkel@michaelbest.com Correspondent Name: Michael Best & Friedrich LLP Address Line 1: One South Pinckney Street

Address Line 2: Suite 700

Address Line 4: Madison, WISCONSIN 53701

ATTORNEY DOCKET NUMBER:	026436-9113
NAME OF SUBMITTER:	Laura M. Konkel
	1

REEL: 005041 FRAME: 0872

TRADEMARK

900257189

Signature:	/Laura M. Konkel/
Date:	06/06/2013
Total Attachments: 18	
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DECLARATION

Registration No.:

3231810

Mark:

REALTIME WORKLIST

I, Ariana G. Voigt, declare as follows:

1. I have firsthand knowledge of the facts set forth herein.

2. I am the Attorney of Record for Registration No. 3231810 for REALTIME WORKLIST

(the "Registration").

3. The merger recorded against the Registration at Real/Frame 5002/0375 on April 10, 2013

was recorded in error. A copy is attached. This error was unintentional.

4. AMICAS, Inc. did not merge into Merge Healthcare Incorporated on February 28, 2010 as

indicated on the cover sheet recorded at Real/Frame 5002/0375.

5. AMICAS, Inc. still existed on February 28, 2010 and owned the Registration.

6. AMICAS, Inc. changed its name to Merge Healthcare Solutions Inc. on January 5, 2011.

Merge Healthcare Solutions Inc. is the current owner of the Registration and is in the process of correcting

and updating the Registration's chain of title at the USPTO.

7. I am an attorney for Merge Healthcare Solutions Inc.

8. Merge Healthcare Solutions Inc. respectfully requests that the erroneous merger recorded at

Real/Frame 5002/0375 be corrected to indicate that the merger did not occur.

The undersigned, being hereby warned that willful false statements and the like so made are

punishable by fine or imprisonment or both under 18 U.S.C. §1001, and that such willful false statements

and the like may jeopardize the validity of this registration or document, declares that all statements made

of her own knowledge are true; and all statement@made on information and belief are believed to be true.

Date: May 3], 2013

Ariana G. Voiot

026436-9113\13206827.1

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

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

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/

900251998

TRADEMARK REEL: 005041 FRAME: 0875 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

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

- 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.
 - 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.
- 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 it 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-aservice, web-based application, or other service basis. Neither the Company nor any of 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.
- (1) Except as set forth in Section 3.16(1) 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

Pages 36 – 67 Redacted

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

Name: Justin Dearborn

Title: CEO

AMICAS, INC.

Date: 3 /5 2010

Name: Title:

Signature Page to Agreement and Plan of Merger

CH199 5213983-10.022984.0018

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

AMICAS, Inc.

Confidential Page 38

Trademarks and Trademark Applications

<u>Trademark</u>	<u>Owner</u>	App No.	Reg No.	<u>Status</u>	Country	Reg Date
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 EMPOWERING THE BUSINESS OF IMAGING	AMICAS, Inc.	76/077116	2759389	Registered	USA	02-Sep-2003
	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

AMICAS, Inc. Confidential Page 39

Company Disclosure Letter to Merger Agreement

<u>Trademark</u>	<u>Owner</u>	App No.	Reg No.	Status	Country	Reg Date
VISION WATCH	AMICAS, Inc.	78/658707	3116843	Registered	USA	18-Jul-2006
CAMTRONICS	Camtronies	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		Abandone d	USA	
AMICAS OFFICE SOLUTIONS	AMICAS, Inc.		2426756	Registered	UK	29-Feb-2008
PAR	AMICAS, Inc.	73/534750	1414772	Registered Abandone	USA	28-Oct-1986
VITALWORKS	AMICAS, Inc.	76/031877	2773851	d Abandone	USA	14-Oct-2003
VITALWORKS (Stylized and/or design) WHERE DOCTORS GET CONNECTED	AMICAS, Inc.	76/032063	2747746	d Abandone d	USA	05-Aug-2003
	Vitalworks Inc.	76/102332	2737507		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 TMA55176	Registered	Korea	21-Jul-2005
CORTREK	Camtronics	1041976	7	Registered	Canada	01-Oct-2001
CORTREK	Camtronics	1457761	1457761 TMA4 7 234	Registered	EEC	13-Feb-2001
ECHOVACS	Camtronics	807118	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-Арт-1993

AMICAS, Inc. Confidential Page 40

Company Disclosure Letter to Merger Agreement

<u>Trademark</u>	Owner VMI Medical,	App No.	Reg No.	<u>Status</u>	Country	Reg Date
CARDIOIMS	Inc.	76/284228	2642267	Renewed	USA	29-Oct-2002
A AMICAS	AMICAS, Inc.	76077113	2721918 TMA56315	Registered	USA	03-Jun-2003
VMI MEDICAL	Camtronies	089910500	5	Registered	Canada	07-Jun-2002
OPTISH0P	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

AMICAS, Inc. Confidential Page 41