

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
PRO MEDICUS LIMITED		09/04/2013	CORPORATION: AUSTRALIA

RECEIVING PARTY DATA

Name:	PME IP AUSTRALIA PTY LTD
Street Address:	450 SWAN STREET
City:	RICHMOND
State/Country:	AUSTRALIA
Postal Code:	3121
Entity Type:	CORPORATION: AUSTRALIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3459143	VISAGE IMAGING

CORRESPONDENCE DATA

Fax Number: 8584616015
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 8588486115
 Email: AGC@SCI-LAW.COM
 Correspondent Name: ANTHONY G. CRAIG
 Address Line 1: P.O. BOX 1729
 Address Line 4: Solana Beach, CALIFORNIA 92075

ATTORNEY DOCKET NUMBER:	PRME-02009US0
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DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Anthony G. Craig

Signature:

/Anthony G. Craig/

Date:

09/18/2013

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK AGREEMENT II

This Trademark Assignment Agreement (the "Assignment of Trademark Agreement II") is entered into this 4th day of September, 2013 (the "Effective Date") by and between Pro Medicus Limited, a corporation duly organized and existing under the laws of Australia and having its principal place of business at 450 Swan St. Richmond, Australia (" Assignor") and PME IP Australia Pty Ltd, a corporation duly organized and existing under the laws of Australia and having its principal place of business at 450 Swan St. Richmond, Australia (" Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to the U.S. registered trademark 'VISAGE IMAGING', registration number 3,459,143 with the United States Trademark Office (the " Trademark");

WHEREAS, Assignor entered into a certain agreement to transfer the Visage Imaging business of Mercury Computer Systems, Inc. a Massachusetts corporation, whose principal place of business is located at 201 Riverneck Rd. Chelmsford, MA 01824-2820 ("Mercury") to Assignor effective the 27th day of January, 2009 (the "Agreement");

WHEREAS, pursuant to the Agreement, the Assignment of Trademarks from Mercury were in favor of the Assignee (the "Assignment of Trademarks Agreement I"), dated the 27th day of January, 2009 which transferred the ownership in the Trademark from Mercury to Assignee;

WHEREAS, Assignee pursuant to the Assignment of Trademarks Agreement I, acquired all of Mercury's right, title and interest in and to the Trademark together with all the goodwill of the business symbolized thereby, but Mercury inadvertently assigned all right, title and interest, to Assignor;

WHEREAS, Assignor desires to assign all such right, title and interest in and to the Trademark, inadvertently assigned by Mercury to Assignor, to the Assignee upon the terms and conditions set forth herein.

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

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark.

2. Assignor represents and warrants that:

(i) Assignor inadvertently received from Mercury the entire right, title and interest in and to the Trademark;

(ii) all registrations for the Trademark are currently valid and subsisting and in full force and effect;

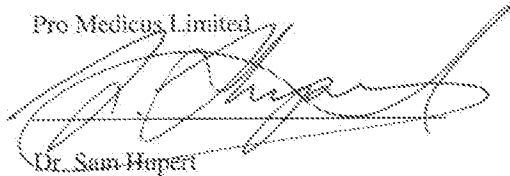
(iii) Assignor has not licensed the Trademark to any other person or entity or granted, either expressly or impliedly;

(iv) there are no liens or security interests against the Trademark;

(v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

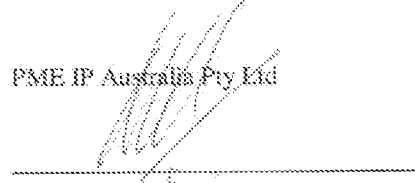
Pro Medicus Limited



Dr. Sam Hupert

Chief Executive Officer

PME IP Australia Pty Ltd



Mr. Anthony Hall

Technical Director