

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368902

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ProTom International, Inc.		08/26/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ProTom International Corporation f/k/a ProTom Holding Corporation		
Street Address:	1100 Parker Square, Suite 230		
City:	Flower Mound		
State/Country:	TEXAS		
Postal Code:	75028		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4250866	RADIANCE 330	
CORRESPONDENCE DATA			
Fax Number:	2149536876		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-953-5758		
Email:	sborelliipdocket@jw.com		
Correspondent Name:	Sara K. Borrelli		
Address Line 1:	2323 Ross Avenue, Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	147840.1		
NAME OF SUBMITTER:	Sara K. Borrelli		
SIGNATURE:	/Sara K. Borrelli/		
DATE SIGNED:	01/12/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "*Assignment*") is made and entered into as of August 26, 2015, by and between ProTom International, Inc., a Delaware corporation ("*Assignor*"), and ProTom International Corporation, f/k/a ProTom Holding Corporation, a Delaware corporation ("*Assignee*").

PRELIMINARY STATEMENTS

WHEREAS, Assignor and ProTom International, LLC, a Texas limited liability company ("*PIL*"), are debtors-in-possession in jointly administered Chapter 11 reorganization cases, Case No. 15-32065-BJH-11 pending in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "*Bankruptcy Court*"); and

WHEREAS, Assignor and PIL are parties to that certain Asset Purchase Agreement, dated as August 20, 2015 (the "*Purchase Agreement*"), by and between Assignor, PIL, Assignee, and Michaelson Capital Special Finance Fund LP., a Delaware limited partnership ("*Michaelson*"), whereby Assignor and PIL have agreed to sell, assign, transfer and deliver to Michaelson certain assets of Assignor and PIL, on the terms and conditions as set forth therein; and

WHEREAS, all capitalized terms not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, on August 24, 2015, the Bankruptcy Court entered its Order (A) Approving the Sale of Substantially All Assets and (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases (the "*Sale Order*"); and

WHEREAS, after execution of the Purchase Agreement and entry of the Sale Order, Michaelson executed an Assignment and Assumption Agreement, dated August __, 2015, between Michaelson and Assignee, whereby Michaelson assigned, sold, transferred, and set over all of Michaelson's legal, beneficial, and other right, title, benefit, privileges, and interest in, to, and under the Purchase Agreement, including the right to purchase the Purchased Assets and to assume the Assumed Liabilities attributable to Michaelson as specified in the Purchase Agreement and Sale Order; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to transfer and assign unto Assignee all of Assignor's right, title and interest in, to and under the Transferred Intellectual Property Assets owned by Assignor; and

WHEREAS, pursuant to the terms and conditions of this Assignment and the Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under those trademarks, service marks, and designs listed on Exhibit A attached hereto and incorporated herein by reference ("*Marks*"), and Assignee desires to accept such assignment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell, transfer, and convey unto Assignee and its successors and assigns, Assignor's entire right, title, and interest in and to the Marks, as well as to any applications or registrations pertaining thereto in the United States and elsewhere, together with that part of the good will of Assignor's business connected with the use of and symbolized by the Marks and the registration thereof, in the United States and throughout the world, and the entire right, title, and interest in and to any and all claims and demands Assignor may have either at law or in equity arising out of past, present, or future infringement of the Marks, and including all common-law and other rights in the Marks.

The rights and obligations of the parties hereto shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns.

The terms and provisions of this Assignment shall be governed by and construed in accordance with the laws of the State of New York.

Assignor and Assignee acknowledge and agree that the terms of the Purchase Agreement, including the representations, warranties, covenants, agreements and indemnities, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern. This Assignment may be executed in any number of counterparts, all of which together shall constitute one and the same document. A photocopied or facsimile signature shall be deemed to be the functional equivalent of a manually executed original for all purposes.

[Signature Page to Follow]

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

PROTOM INTERNATIONAL, INC.,
a Delaware corporation

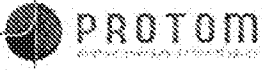
By: [Signature]
Name: Stephen L. Spiller
Title: CEO

PROTOM INTERNATIONAL
CORPORATION, F/K/A PROTOM
HOLDING CORPORATION,
a Delaware corporation

By: [Signature]
Name: John Mickelson
Title: Director

EXHIBIT A

U.S. Trademark Registrations

U.S. Trademarks	
Mark	Registration No.
RADIANCE 330	4,250,866
PROTOM	unregistered
	unregistered
PROTOM INTERNATIONAL, INC.	unregistered
FIDELITY BEAM SCANNING	unregistered
PROTOM TOMOGRAPHY	unregistered

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