

TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/22/2015
RESUBMIT DOCUMENT ID:	900362722

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deerfield Imaging S.À R.L.		12/22/2015	Corporation: LUXEMBOURG

RECEIVING PARTY DATA

Name:	Deerfield Imaging Holdings, Inc.
Street Address:	1209 Orange Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85705607	VISIUSEYE
Serial Number:	85427928	VISIUSMATRIX

CORRESPONDENCE DATA

Fax Number: 6123393061
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.
Phone: 612-373-6900
Email: tmg@slwip.com
Correspondent Name: Schwegman Lundberg & Woessner
Address Line 1: P.O. Box 2938
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	4336.008US1
NAME OF SUBMITTER:	Jennifer Tintor
SIGNATURE:	/Jennifer Tintor/
DATE SIGNED:	10/10/2016

Total Attachments: 3
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CERTIFIED TRUE COPY
OF THE ORIGINAL
Maître Carlo WERSANDT, Notary
Luxembourg, the 22/12/2015



NUMERO 3321/2015

DISSOLUTION DE SOCIETE DU 22 DECEMBRE 2015

In the year two thousand and fifteen, on the twenty-second day of the month of December;

Before Us M^e Carlo WERSANDT, notary residing in Luxembourg (Grand Duchy of Luxembourg), undersigned;

APPEARED:

Deerfield Imaging Holdings, Inc., an international limited partnership incorporated under the laws of Delaware (United States), having its registered office at Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801, Delaware, United States,

hereby represented by Mr Julien DEMELIER-MOERENHOUT, lawyer, residing professionally in Luxembourg,

(the “Proxy-holder”), by virtue of a proxy given under private seal; such proxy, after having been signed “*ne varietur*” by the Proxy-holder and the officiating notary, will remain attached to the present deed in order to be recorded with it.

Such appearing party, represented as said before, declares and requests the officiating notary to act:

1) That the private limited liability company (“*société à responsabilité limitée*”) “**Deerfield Imaging S.à r.l.**”, established and having its registered office in L-2557 Luxembourg, 7A, rue Robert Stümper, registered with the Trade and Companies Register of Luxembourg, section B, under number 199409, (the “**Company**”), has been incorporated by a deed of Maître Danielle KOLBACH, notary residing in Redange-sur-Attert, Grand-Duchy of Luxembourg, on 10 August 2015, published in the Mémorial C, Recueil des Sociétés et Associations number 2729 on 5 October 2015,

and that the articles of association (the “**Articles**”) have been amended for the last time pursuant to a deed of the same notary, on 11 August 2015, published in the Mémorial C, Recueil des Sociétés et Associations, number 2755 on 6 October 2015;

2) That the corporate capital is set at **one million four hundred forty-five thousand US Dollars (USD 1,445,000.00)** divided into the following classes of shares:

One hundred and forty-four thousand five hundred (144,500) class A shares with a par value of one US Dollar (USD 1.-) each (the "Class A Shares");

- One hundred and forty-four thousand five hundred (144,500) class B shares with a par value of one US Dollar (USD 1.-) each (the "Class B Shares");

- One hundred and forty-four thousand five hundred (144,500) class C shares with a par value of one US Dollar (USD 1.-) each (the "Class C Shares")

- One hundred and forty-four thousand five hundred (144,500) class D shares with a par value of one US Dollar (USD 1.-) each (the "Class D Shares");

- One hundred and forty-four thousand five hundred (144,500) class E shares with a par value of one US Dollar (USD 1.-) each (the "Class E Shares");

- One hundred and forty-four thousand five hundred (144,500) class F shares with a par value of one US Dollar (USD 1.-) each (the "Class F Shares");

- One hundred and forty-four thousand five hundred (144,500) class G shares with a par value of one US Dollar (USD 1.-) each (the "Class G Shares");

- One hundred and forty-four thousand five hundred (144,500) class H shares with a par value of one US Dollar (USD 1.-) each (the "Class H Shares");

- One hundred and forty-four thousand five hundred (144,500) class I shares with a par value of one US Dollar (USD 1.-) each (the "Class I Shares");

- One hundred and forty-four thousand five hundred (144,500) class J shares with a par value of one US Dollar (USD 1.-) each (the "Class J Shares");

3) That the appearing party, represented as said before, is the sole owner of all the corporate units of the Company (the "**Sole Partner**");

4) That the Sole Partner declares to have full knowledge of the Articles and the financial standing of the Company;

5) That the Sole Partner of the Company declares explicitly, the winding-up of the Company and the start of the liquidation process, with effect on today's date;

6) That the Sole Partner appoints himself as liquidator of the Company, and acting in this capacity, he has full powers to sign, execute and deliver any acts and any documents, to make any declaration and to do anything necessary or useful so to bring into effect the purposes of this deed;

7) That the Sole Partner, in his capacity as liquidator of the Company, requests the notary to authenticate his declaration that all the liabilities of the Company have been paid

or duly provisioned and that the liabilities in relation of the close down of the liquidation have been duly provisioned; furthermore declares the liquidator that with respect to eventual liabilities of the Company presently unknown, and that remain unpaid, he irrevocably undertakes to pay all such eventual liabilities and that as a consequence of the above all the liabilities of the Company are paid;

8) That the Sole Partner declares that he takes over all the assets of the Company, and that he will assume any existing debts of the Company pursuant to point 7);

9) That the Sole Partner declares formally withdraw the appointment of an auditor to the liquidation;

10) That the Sole Partner declares that the liquidation of the Company is closed and that any registers of the Company recording the issuance of shares or any other securities shall be cancelled;

11) That full and entire discharge is granted to the manager for the performance of his assignment;

12) That the books and documents of the Company will be kept for a period of five years at least at the former registered office in L-2557 Luxembourg, 7A, rue Robert Stümper.

COSTS

The aggregate amount of the costs, expenditures, remunerations or expenses, in any form whatsoever, which the Company incurs or for which it is liable by reason of the present deed, is evaluated at approximately one thousand six hundred Euros (EUR 1.600.-).

STATEMENT

The undersigned notary, who understands and speaks English and French, states herewith that, on request of the above appearing party, the present deed is worded in English followed by a French version; on request of the same appearing party, and in case of discrepancies between the English and the French text, the English version will prevail.

WHEREOF the present deed was drawn up in Luxembourg, at the date indicated at the beginning of the document.

After reading the present deed to the Proxy-holder of the appearing party, acting as said before, known to the notary by name, first name, civil status and residence, the said Proxy-holder has signed with Us the notary the present deed.

Suit la version en langue française du texte qui précède: