

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Bank, N.A., f/k/a Firstar Bank, N.A.		03/04/2008	National Association:

**RECEIVING PARTY DATA**

Name:	Computerized Medical Systems, Inc.
Street Address:	1145 Corporate Late Drive
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63132
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	1916098	DYNASCAN
Registration Number:	1958304	CMS
Registration Number:	1963698	COMPUTERIZED MEDICAL SYSTEMS
Registration Number:	1967676	CMS
Registration Number:	1967677	CMS
Registration Number:	2185945	FOCUS
Registration Number:	2439382	FOCALEASE
Registration Number:	2480580	FOCALVUE
Registration Number:	2444755	INTERPLANT
Registration Number:	2717008	ACCUSEED
Registration Number:	2622471	DYNAMIC-DOSIMETRY
Registration Number:	2576143	EZ-GRID
Registration Number:	1916317	MODULEX
Serial Number:	76315515	INTERTHERM

CH \$415.00 1916098

Serial Number:	76315624	INTERBEAM
Serial Number:	76316066	INTERGUIDE

**CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	02769-00008 TM RLS
NAME OF SUBMITTER:	Gloria Jung
Signature:	/gloria jung/
Date:	03/07/2008

**Total Attachments: 4**  
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS (the "Release") is entered into as of March 4, 2008, by and between COMPUTERIZED MEDICAL SYSTEMS, INC., a Delaware corporation (the "Grantor"), and U.S. BANK, N.A., formerly known as FIRSTAR BANK, N.A. (the "Grantee"). All capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to those terms in the Grant of Security Interest and the Amended Grant of Security Interest (as defined below).

WHEREAS, Grantor and Grantee entered into that certain Grant of Security Interest in Trademarks and Patents, dated as of April 18, 2000 (the "Grant of Security Interest"), and amended as of December 12, 2002 (the "Amended Grant of Security Interest");

WHEREAS, pursuant to the Grant of Security Interest and the Amended Grant of Security Interest, Grantor granted and assigned to Grantee a first security interest in and to, and lien upon, those certain Marks set forth on Schedule A attached hereto, which security interests were recorded in the United States Patent and Trademark Office on October 24, 2002, at Reel 2565 and Frame 0630 and Reel 2565 and Frame 0644, and on January 9, 2003, at Reel 2593 and Frame 0731, respectively; and those certain Patents set forth on Schedule B attached hereto, which security interests were recorded in the United States Patent and Trademark Office on October 24, 2002, at Reel 013193 and Frame 0275 and on January 9, 2003, at Reel 013343 and Frame 0381, respectively; and

WHEREAS, Grantor has satisfied its Obligations, as such term is defined in that certain Security Agreement between Grantor and Grantee, dated as of April 18, 2000 (as amended from time to time), and Grantee now desires to terminate and release the entirety of its security interests in and lien on the Marks and Patents and restore all right, title and interest in and to such Marks and Patents.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all Obligations secured by the Marks and Patents, the receipt and adequacy of which are hereby acknowledged, the Grantee and Grantor hereby agree as follows:

1. The Grantee hereby terminates and releases in its entirety to the Grantor its security interest in and liens upon all of Grantor's right, title and interest in, to and under (i) all of Grantor's worldwide rights, title and interest in, to and under the Marks, and any and all goodwill associated therewith; (ii) all of Grantor's worldwide right, title and interest in, to and under the Patents, including any and all reissues, reexaminations, extensions and supplementary protection certificates thereof, and all patents applications, including any provisional, divisional, continuation, continuing, reissue and/or continuation-in-part patent applications; (iii) all proceeds and products of the Marks and Patents; and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks, infringement of the Patents or unfair competition regarding the same.

2. The Grantee hereby authorizes and requests that the Commissioner of Patents, Commissioner of Trademarks and any other applicable government officer record this Release.

3. This Release may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. This Release shall be governed by, and construed in accordance with, the laws of the State of Missouri.

IN WITNESS WHEREOF, each of the Grantee and Grantor has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

U.S. BANK, N.A., as Grantee

By: 

Name: TIM SCHEEL

Title: VICE PRESIDENT

COMPUTERIZED MEDICAL SYSTEMS,  
INC., as Grantor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Schedule A

Trademarks

Mark	App./Reg. No.	App./Reg. Date
DYNASCAN	1,916,098	9/5/95
CMS and Design (3-D diamond logo)	1,958,304	2/27/96
COMPUTERIZED MEDICAL SYSTEMS	1,963,698	3/26/96
CMS	1,967,676	4/16/96
CMS and Design (2-D diamond logo)	1,967,677	4/16/96
FOCUS	2,185,945	9/1/98
FOCALEASE	2,439,382	3/27/01
FOCALVUE	2,480,580	8/21/01
INTERPLANT	2,444,755	4/17/01
ACCUSEED	2,717,008	5/20/03
DYNAMIC-DOSIMETRY	2,622,471	9/17/02
EZ-GRID	2,576,143	4/4/02
INTERTHERM	76/315,515	9/21/01
INTERBEAM	76/315,624	9/21/01
INTERGUIDE	76/316,066	9/21/01
MODULEX	1,916,317	9/5/95
FOCUS	780,566	11/10/99
FOCAL3D	75/711,230	05/20/99
INTERVASC	76/315,606	9/21/01

Schedule B

Patents

Country	App./Patent No.	App./Issued Date
US	5,859,891	1/12/99
WO	PCT/US98/04109	3/3/98
US	09/360,436	7/26/99
US	6,129,670	10/10/00
US	6,256,529	7/3/01
US	6,308,710	10/30/01
US	09/573,415	5/18/00
US	08/897,326	7/2/01
US	10/003,612	11/2/01
US	60/315,829	8/29/01
US	60/337,449	11/05/01
US	60/3337,932	12/15/01
WO	PCT/US98/24901	11/23/98
AU	15969/99	11/23/98
CA	2,311,319	11/23/98
EP	98960355	11/23/98
PCT	PCT/US99/11847	5/28/99
AU	43184/99	5/28/99
CA	2,333,583	5/28/99
EP	99942643	5/28/99