

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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.		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:	2622471	DYNAMIC-DOSIMETRY
Registration Number:	2576143	EZ-GRID
Registration Number:	2444755	INTERPLANT
Registration Number:	2717008	ACCUSEED
Registration Number:	1967676	CMS
Registration Number:	1963698	COMPUTERIZED MEDICAL SYSTEMS
Registration Number:	1916098	DYNASCAN
Registration Number:	2439382	FOCALEASE
Registration Number:	2480580	FOCALVUE
Registration Number:	2185945	FOCUS
Registration Number:	2738642	XIO
Serial Number:	78266988	CERTIS
Serial Number:	78232484	I-BEAM
Serial Number:	78232487	MONACO

CH \$415.00 2622471

Serial Number:	78280360	RAPID CONTOURING
Serial Number:	78345347	SMART SEQUENCING

**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: 9**  
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Release of Patent, Trademark and License Security Agreement

This RELEASE OF PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (the "Release") is entered into as of March 4, 2008, by and between COMPUTERIZED MEDICAL SYSTEMS, INC., a Delaware corporation (the "Debtor") and U.S. BANK, N.A (the "Secured Party"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the IP Security Agreement (as defined below).

A. Debtor and Secured Party entered into that certain Credit Agreement dated as of April 18, 2000 (as may from time to time be amended, modified, extended, renewed or restated, the "Credit Agreement"), and that certain Security Agreement dated as of April 18, 2000 (as may be amended).

B. Pursuant to the Credit Agreement, Debtor and Secured Party entered into that certain Patent, Trademark and License Security Agreement dated as of March 28, 2006 (the "IP Security Agreement").

C. Pursuant to the IP Security Agreement, Debtor granted to Secured Party a security interest in and lien on all of Debtor's right, title and interest in, to and under that certain Collateral, which security interest was recorded with the United States Patent and Trademark Office on March 31, 2006, at Reel 017400 and Frame 0082 with respect to those certain Patents set forth in Schedule A attached hereto; and on March 31, 2006, at Reel 3280 and Frame 0356 with respect to those certain Trademarks set forth in Schedule B attached hereto.

D. Debtor has satisfactorily performed all Secured Obligations of Debtor, and the Secured Party now desires to terminate and release to Debtor the entirety of its security interest in and lien on the Collateral and restore to Debtor all right, title and interest in, to and under such Collateral, including the Patents, Trademarks and Licenses identified on Schedules A, B, and C attached hereto.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all Secured Obligations secured by the Collateral, the receipt and adequacy of which are hereby acknowledged, the Secured Party and Debtor hereby agree as follows:

1. The Secured Party hereby terminates and releases in its entirety to the Debtor their security interest in and lien on all of Debtor's right, title and interest in, to and under the Collateral.
2. The Secured Party 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, the Secured Party and Debtor 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 Secured Party

By: 

Name: TIM SCHEEL

Title: VICE PRESIDENT

COMPUTERIZED MEDICAL SYSTEMS,  
INC., as Debtor

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

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

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

Schedule A

Patents

United States Patents

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
VIRTUAL REALITY 3D VISUALIZATION FOR SURGICAL PROCEDURES	6256529B1	July 3, 2001
RADIATION THERAPY AND REAL TIME IMAGING OF A PATIENT TREATMENT REGION	6512942B1	January 28, 2003
REAL TIME BRACHYTHERAPY SPATIAL REGISTRATION AND VISUALIZATION SYSTEM	6129670	October 10, 2000
AUTOMATED IMAGE FUSION/ALIGNMENT SYSTEM AND METHOD	6266453B1	July 24, 2001
PROSTATE TREATMENT TEMPLATE	6500109B2	December 31, 2002

United States Patent Application

<u>Title</u>	<u>Application Number</u>	<u>Filing Date</u>
METHOD AND APPARATUS FOR IMAGE SEGMENTATION USING JENSEN-SHANNON DIVERGENCE AND JENSEN-RENYI DIVERGENCE	10/211779	August 2, 2002
METHOD AND SYSTEM FOR REGISTRATION AND GUIDANCE OF INTRAVASCULAR TREATMENT	10/310565	December 5, 2002
AUTOMATIC DETECTION OF RADIOACTIVE SEEDS FOR CT BASED POST-PLANNING FOR PROSTATE SEED IMPLANTATION BASED ON HOUGH TRANSFORM	10/769059	January 30, 2004
AUTOSEGEMENTATION/AUTOCONTOURING SYSTEM AND METHOD FOR USE WITH THREE-DIMENSIONAL RADIATION THERAPY TREATMENT PLANNING	08/813701	March 7, 1997
AUTOSEGEMENTATION/AUTOCONTOURING SYSTEM AND METHOD	09/087254	May 29, 1998
VIRTUAL REALITY 3D VISUALIZATION FOR SURGICAL PROCEDURES	09/897326	July 2, 2001

<u>Title</u>	<u>Application Number</u>	<u>Filing Date</u>
METHOD AND APPARATUS FOR SPATIAL REGISTRATION AND MAPPING OF A BIOPSY NEEDLE DURING A TISSUE BIOPSY	10/230986	August 29, 2002
METHOD AND SYSTEM FOR LOCALIZING A MEDICAL IMAGING PROBE	60/491634	July 30, 2003
REAL TIME BRACHYTHERAPY SPATIAL REGISTRATION AND VISULIZATION SYSTEM	10/329281	December 23, 2002
APPARATUS AND METHOD FOR REGISTRATION, GUIDANCE AND TARGETING OF EXTERNAL BEAM RADIATION THERAPY	10/286368	November 1, 2002

Foreign/International Patents

<u>Title</u>	<u>Country/Region</u>	<u>Patent Number</u>	<u>Issue Date</u>
AUTOSEGMENTATION/AUTOCONTOURING SYSTEM AND METHOD FOR USE WITH THREE-DIMENSIONAL RADIATION THERAPY TREATMENT PLANNING	EUROPEAN PATENT CONVENTION	EP1080449	October 8, 2003
AUTOSEGMENTATION/AUTOCONTOURING SYSTEM	FRANCE	1080449	October 8, 2003
AUTOSEGMENTATION/AUTOCONTOURING SYSTEM AND METHOD	GERMANY	1080449	October 8, 2003
AUTOSEGMENTATION/AUTOCONTOURING SYSTEM	UNITED KINGDOM	1080449	October 8, 2003
AUTOSEGMENTATION/AUTOCONTOURING SYSTEM AND METHOD FOR USE WITH THREE-DIMENSIONAL RADIATION THERAPY TREATMENT PLANNING	EUROPEAN PATENT CONVENTION	EP965104	September 5, 2001
AUTOSEGMENTATION/AUTOCONTOURING SYSTEM AND METHOD FOR USE WITH THREE-DIMENSIONAL RADIATION THERAPY TREATMENT PLANNING	FRANCE	EP965104	September 5, 2001
AUTOSEGMENTATION/AUTOCONTOURING SYSTEM AND METHOD FOR USE WITH THREE-DIMENSIONAL RADIATION THERAPY TREATMENT PLANNING	GERMANY	EP965104	September 5, 2001
AUTOSEGMENTATION/AUTOCONTOURING SYSTEM AND METHOD FOR USE WITH THREE-DIMENSIONAL RADIATION THERAPY TREATMENT PLANNING	SPAIN	EP965104	September 5, 2001

<u>Title</u>	<u>Country/Region</u>	<u>Patent Number</u>	<u>Issue Date</u>
AUTOSEGMENTATION/AUTOCONTOURING SYSTEM AND METHOD FOR USE WITH THREE-DIMENSIONAL RADIATION THERAPY TREATMENT PLANNING	UNITED KINGDOM	EP965104	September 5, 2001

Foreign/International Application

<u>Title</u>	<u>Country/Region</u>	<u>Application Number</u>	<u>Filing Date</u>
VIRTUAL REALITY 3D VISUALIZATION FOR SURGICAL PROCEDURES	EUROPEAN PATENT CONVENTION	98960355.0	November 23, 1998
VIRTUAL REALITY 3D VISUALIZATION FOR SURGICAL PROCEDURES	CANADA	2311319	November 23, 1998
VIRTUAL REALITY 3D VISUALIZATION FOR SURGICAL PROCEDURES	HONG KONG	01101815.0	March 13, 2001
REAL TIME BRACHYTHERAPY SPATIAL REGISTRATION AND VISUALIZATION SYSTEM	EUROPEAN PATENT CONVENTION	99942643.0	May 28, 1999
REAL TIME BRACHYTHERAPY SPATIAL REGISTRATION AND VISUALIZATION SYSTEM	CANADA	2333583	May 28, 1999
AUTOMATED IMAGE FUSION/ALIGNMENT SYSTEM AND METHOD	EUROPEAN PATENT CONVENTION	00950689.0	July 26, 2000
AUTOMATED IMAGE FUSION/ALIGNMENT SYSTEM AND METHOD	AUSTRALIA	637600/00	July 26, 2000
AUTOMATED IMAGE FUSION/ALIGNMENT SYSTEM AND METHOD	CHILE	2000-1993	July 26, 2000
AUTOMATED IMAGE FUSION/ALIGNMENT SYSTEM AND METHOD	CHINA	00810873.0	July 26, 2000
AUTOMATED IMAGE FUSION/ALIGNMENT SYSTEM AND METHOD	JAPAN	2001-525650	July 26, 2000
AUTOMATED IMAGE FUSION/ALIGNMENT SYSTEM AND METHOD	MEXICO	PAA2002001035	July 26, 2000

<u>Title</u>	<u>Country/Region</u>	<u>Application Number</u>	<u>Filing Date</u>
AUTOMATED IMAGE FUSION/ALIGNMENT SYSTEM AND METHOD	VENEZUELA	1715/2000	July 26, 2000
METHOD AND APPARATUS FOR LOCALIZING MEDICAL IMAGING PROBE AND FOR SPATIAL REGISTRATION AND MAPPING OF A BIOPSY NEEDLE DURING A TISSUE BIOPSY	PCT	US03/27239	8/29/2003
APPARATUS AND METHOD FOR REGISTRATION, GUIDANCE AND TARGETING OF EXTERNAL BEAM RADIATION THERAPY	PCT	US02/35041	11/1/2002
APPARATUS AND METHOD FOR THREE DIMENSIONAL SPATIAL REGISTRATION OF SURGICAL PROCEDURES USING RADIO TAGGING	PCT	US02/35035	11/1/2002



Schedule B  
Trademarks

United States Federal Trademark Registration

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
DYNAMIC-DOSIMETRY	2622471	September 17, 2002
EZ-GRID	2576143	June 4, 2002
INTERPLANT	2444755	April 17, 2001
ACCUSEED	2717008	May 20, 2003
CMS	1967676	April 16, 1996
COMPUTERIZED MEDICAL SYSTEMS	1963698	March 26, 1996
DYNASCAN	1916098	September 5, 1995
FOCALEASE	2439382	March 27, 2001
FOCALVUE	2480580	August 21, 2001
FOCUS	2185945	September 1, 1998
XIO	2738642	July 15, 2003

United States Federal Trademark Applications

<u>Mark</u>	<u>Application Serial Number</u>	<u>Filing Date</u>
CERTIS	78/266988	June 25, 2003
I-BEAM	78/232484	April 1, 2003
MONACO	78/232487	April 1, 2003
RAPID CONTOURING	78/280360	July 29, 2003
SMART SEQUENCING	78/345347	December 24, 2003

Foreign Trademark Registration

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
XIO	China	3232210	8/28/2003
XIO	Japan	4722937	10/31/2003
FOCUS	Canada	TMA528232	5/23/2000

Foreign Trademark Applications

<u>Mark</u>	<u>Region</u>	<u>Application Number</u>	<u>Filing Date</u>
I-BEAM	European Community	003172434	April 7, 2003
MONACO	European Community	003172798	April 7, 2003
XIO	European Community	002801355	July 3, 2002

## Schedule C

### Licenses

- Borrower has a reseller agreement with Hewlett-Packard Company, to resell its equipment and sub-license its Unix operating system with borrower's XiO/Focus radiation treatment planning software application. The agreement terminates on 06-30-06 and may be renewed annually by mutual consent.
- Borrower has a non-exclusive license agreement with Mainsoft Corporation to include Mainsoft's software with Borrower's XiO/Focus radiation treatment planning software. Mainsoft's product enables a conversion of Microsoft Windows based applications software products to run on non-Microsoft Windows computer platforms. The license agreement terminates on 09-30-06 and may be renewed by mutual agreement.
- Borrower has a non-exclusive license agreement with Merge Technologies, Inc. to include Merge's software with Borrower's XiO/Focus radiation treatment planning software. Merge's product acts as an interface by transmitting data from PET, MRI or CT Scanner's to the Borrower's radiation treatment planning system, The license agreement terminates by mutual agreement.
- Borrower has a non-exclusive license agreement with GoodTech Systems to include GoodTech's (Telnet Server) software with Borrower's XiO/Focus software. GoodTech's product enables the Borrower's Focal product to communicate with Borrower's XiO radiation treatment planning system by transferring patient, planning, and structure data. The license agreement by mutual agreement.
- Borrower has a non-exclusive license agreement with Hummingbird USA, Inc. to include Hummingbird's software (Exceed and Exceed 3D) with Borrower's CMS Direct Access and CMS Direct MultiVue product offerings. The license agreement terminates on 03-31-06 but can be renewed annually by mutual consent.