

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GE Healthcare Finland OY		07/08/2010	CORPORATION: FINLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Palodex Group Oy,		
<b>Street Address:</b>	Nahkelantie 160, PL 64		
<b>City:</b>	Tuusula		
<b>State/Country:</b>	FINLAND		
<b>Postal Code:</b>	04301		
<b>Entity Type:</b>	CORPORATION: FINLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2808022	INSTRUMENTARIUM IMAGING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)473-2720		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	303 473-2710		
<b>Email:</b>	doCKET@hollandhart.com, shavlick@hollandhart.com		
<b>Correspondent Name:</b>	Scott S. Havlick		
<b>Address Line 1:</b>	P. O. Box 8749		
<b>Address Line 4:</b>	Denver, COLORADO 80201		
<b>ATTORNEY DOCKET NUMBER:</b>	73708.0002		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			

OP \$40.00 2808022

**900166753**

**TRADEMARK  
 REEL: 004240 FRAME: 0591**

Address Line 4:

NAME OF SUBMITTER:

Scott S. Havlick

Signature:

/Scott Havlick/

Date:

07/13/2010

**Total Attachments: 6**

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (hereinafter "Agreement") is entered into as of 8, July, 2010 between

GE Healthcare Finland Oy, business ID code 1897064-6, a corporation organized and existing under the laws of Finland located at Kuortaneenkatu 2, 00510 Helsinki, Finland. ("Assignor"), ; and

Palodex Group Oy, business ID code 1981046-8, a corporation organized and existing under the laws of Finland located at Nahkelantie 160, PL 64, 04301 Tuusula, Finland. ("Assignee").

WHEREAS, Assignor and Smilex Holding Oy entered into the the Trademark License Agreement on 23 September 2005 (hereinafter "2005 Trademark License Agreement"),

WHEREAS, Assignor is the owner of or has rights in, to and under the trademarks listed in the attached Schedule A (hereinafter, the "Trademarks"),

WHEREAS, Assignee wishes to acquire the Trademarks including the assets relating thereto and to assume the liabilities relating thereto subject to the terms and conditions set out below.

NOW, THEREFORE, the parties agree as follows:

- 1) Except for the uses of the Trademarks reserved by the Assignor that are fully described below in Section 2 of this Agreement, Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the identified

applications and/or registrations thereof, and with all claims arising out of or relating to the use or ownership of the Trademarks by the Assignee. To Assignor's best knowledge there are no pending claims relating to the use or ownership of the Trademarks. In consideration of the assignment herein, Assignee shall pay Assignor the sum of five thousand Euros (€5,000) within one week of the execution of this Agreement.

- 2) Subject to this Agreement, Assignor retains all its rights under the 2005 Trademark License Agreement to use the trademark INSTRUMENTARIUM except that the Assignor agrees that it shall not use or allow the use of the trademark INSTRUMENTARIUM in the field of dental imaging provided, however, the mark INSTRUMENTARIUM IMAGING may be used by the Assignor for the service and repair of existing products previously sold by the Assignor.
- 3) Subject to this Agreement and the 2005 Trademark License Agreement, Assignee shall refrain from challenging, opposing or otherwise objecting to or causing others to challenge, oppose or otherwise object to Assignor's use of the mark INSTRUMENTARIUM only by itself and not with any similarity to the Trademarks set forth in Schedule A attached hereto as long as such use is not in the field of dental imaging.
- 4) The Parties agree that the terms of the 2005 Trademark License Agreement shall no longer apply to or govern the rights in, to and under the Trademarks set forth in Schedule A attached hereto but shall remain in full force and effect in all other respects.

- 5) The Assignor shall fully indemnify and hold the Assignee harmless against any claims, actions, demands, proceedings, losses, damages, costs or expenses and other liabilities (including reasonable legal costs) incurred as a result of the use of the Assignor of the trademark INSTRUMENTARIUM or INSTRUMENTARIUM IMAGING as permitted under clause 2 above after the date of this Agreement.
- 6) Each Party agrees to immediately inform the other Party as soon as it becomes aware of any allegation or event of infringement of the Trademarks or any other trademark comprising INSTRUMENTARIUM or any other combination of INSTRUMENTARIUM trademark and the Parties agree to co-operate in respect of the response to the allegations by sharing information and reasonably assisting the other Party in the preparation of responses to the allegations PROVIDED THAT each Party agrees to keep all information disclosed to it by the other Party confidential in all respects for the term of five (5) years.
- 7) The Assignor will provide reasonable assistance to the Assignee in order to effect the assignment of the registrations in respect of the Trademarks at the applicable trademark registration authority including but not limited to executing all necessary documents concerning such assignment with each Party bearing its own costs in relation to the assignment of the registration in respect of the Trademarks.

- 8) This Agreement is binding upon and inures to the benefit of each of the Parties and each of their predecessors, successors, and assigns and any entity that controls or is controlled by them.
- 9) This Agreement shall be governed by and construed in accordance with the laws of Finland. The Finnish Sale of Goods Act (355/1987) shall not be applied to this Agreement. It is specifically understood and agreed that the application of the United Nations Convention on Contracts for the International Sale of Goods adopted on 16 September 1988 (including any enactment or enforcement of such convention in any jurisdiction) is excluded from this Agreement.
- 10) Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce by one arbitrator. The arbitration shall be held in Helsinki and the arbitral proceedings shall be conducted in the English language. The cost thereof will be shared equally between the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Helsinki  
as of the date first above written:

For GE HEALTHCARE FINLAND OY

Signature: [Handwritten Signature]

Name: Sean Merrill

Title: Attorney-in-Fact

Date: July 8, 2010

For PALODEX GROUP OY

Signature: [Handwritten Signature] [Handwritten Signature]

Name: Petri Jorhikainen Thina Hovelo

Title: Director R&D Director

Date: July 9, 2010 July 9, 2010

[Handwritten marks]

SCHEDULE A

TRADEMARKS	SERIAL NO. / REGISTRATION NO.
INSTRUMENTARIUM IMAGING	U.S. Reg. No. 2,808,022
INSTRUMENTARIUM IMAGING	Finland Reg. No. 226,573
INSTRUMENTARIUM DENTAL	Common Law Trademark

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