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02-09-1999

Docket No.:

014951/0132 Sienna Imaging



100959718

ched original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):
LUCHT, INC.
11201 HAMPSHIRE AVENUE SOUTH
BLOOMINGTON, MN 55438

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **DELAWARE**
 Other _____

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: **SIENNA IMAGING, INC.**

Internal Address: _____

Street Address: **6900 S. PEORIA STREET**

City: **ENGLEWOOD** State: **CO** ZIP: **80110**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **DELAWARE**
 Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **effective as of 11031998**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.:

SEE ATTACHED SCHEDULE

02-02-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #40

Additional numbers:

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **JOSHUA R. BRESSLER, ESQ.**

Internal Address: **SCHULTE ROTH & ZABEL LLP**

Street Address: **900 THIRD AVENUE**

City: **NEW YORK** State: **NY** ZIP: **10022**

6. Total number of applications and registrations involved: **11**

7. Total fee (37 CFR 3.41):.....\$ **\$290.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP 50877149

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

JOSHUA R. BRESSLER
Name of Person Signing

[Handwritten Signature]
Signature

FEBRUARY 1, 1999

Total number of pages including cover sheet, attachments, and

24

02/09/1999 TRADEMARK 000001.35 500675 40.00 CH 250.00 CH

LUCHT, INC./SIENNA IMAGING, INC.
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS
RECORDATION FORM COVER SHEET SCHEDULE

TRADEMARKS

REPRI (Stylized)	1,977,149
PROMIRA	1,893,569
EXCELLERATOR	1,698,910
COMBO PLUS	1,674,859
TRUTRAC	(74/087,120)
INTELLICARD	(74/087,119)
SHOOTER	(74/097,310)
SHOOTER AUTOLAB	(74/097,309)
CARDMATE	1,680,137
LUCHT	1,115,279
LUCHT	1,106,553

ASSET PURCHASE AND SALE AGREEMENT

SIENNA IMAGING, INC.

and

LUCHT, INC.

November 3, 1998

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

THIS ASSIGNMENT (the "Assignment"), dated as of the 3rd day of November, 1998, by Lucht, Inc., a Delaware corporation (the "Assignor"), to Sienna Imaging, Inc., a Delaware corporation (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor and the Assignee have entered into an Asset Purchase and Sale Agreement (the "Purchase Agreement"), dated as of the date hereof, pursuant to which the Assignor has agreed to sell, transfer, convey, assign, deliver and set over unto the Assignee, and the Assignee has agreed to purchase, acquire and accept from the Assignor, all of the Assignor's right, title and interest in, to and under the Intellectual Property Assets (capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement).

NOW, THEREFORE, for and in consideration of the Purchase Price, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby agrees as follows:

1. Assignment of the Intellectual Property Assets. The Assignor hereby transfers, conveys, assigns, delivers and sets over unto the Assignee all of the Assignor's right, title and interest in, to and under the Intellectual Property Assets.

2. Covenants of the Assignor. The Assignor hereby covenants that it shall execute and deliver all such instruments, documents, papers, forms, consents and authorizations, and take all such further actions, as may be necessary or appropriate for it to validly transfer, convey, assign, deliver and set over unto the Assignee all of the Assignor's right, title and interest in, to and under the Intellectual Property Assets.

3. Non-Merger; Miscellaneous. The agreements, obligations, covenants, representations and warranties of the Assignor and the Assignee under or contained in the Purchase Agreement are not merged into this Assignment and shall, to the extent provided in the Purchase Agreement, survive the execution and delivery of this Assignment and the consummation of the transactions contemplated by the Purchase Agreement. This Assignment and all of the terms and provisions hereof shall inure to the benefit of the Assignee and its successors and assigns and shall be binding upon the Assignor and its successors and assigns but neither this Assignment nor any of the Assignor's rights, interests or obligations hereunder may be assigned, except as provided in Section 8.9 of the Purchase Agreement.

This Assignment shall be governed by and construed in accordance with the internal laws of the State of Colorado, without giving effect to the conflicts of laws principles thereof.

IN WITNESS WHEREOF, THE Assignor has cause this Assignment to be duly executed and delivered as of the day and year first above written.

"Assignor"

Lucht, Inc.

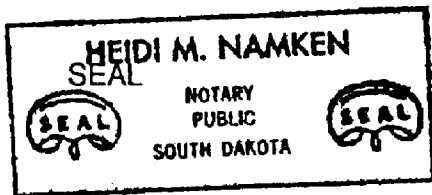
By: [Signature]
Its: authorized agent

STATE OF SOUTH DAKOTA)

COUNTY OF Minnehaha)ss

On this ____ day of October, 1998, before me personally came Mark Mickelson, to me known, who, being by me duly sworn, did depose and say that he is the authorized agent of Lucht, Inc., the corporation described in and which executed the foregoing Purchase Agreement, and that he signed his name thereto in such capacity by order of the Board of Directors of said corporation.

Heidi M. Namken
Notary Public 2/28/04 exp.



ASSET PURCHASE AND SALE AGREEMENT

This Asset Purchase and Sale Agreement ("Agreement") is made as of November 3, 1998, by and between SIENNA IMAGING, INC., a Delaware corporation ("Buyer") and LUCHT, INC., a Delaware corporation ("Seller").

RECITALS

Seller desires to sell, transfer and assign to Buyer, and Buyer desires to purchase and acquire from Seller, on the terms and subject to the conditions set forth in this Agreement, substantially all of the assets used or held by the Seller for use in the conduct of the Business.

AGREEMENT

The parties, intending to be legally bound, agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following terms have the meanings specified or referred to in this Section 1:

Affiliated Companies--shall mean all of the following: Lucht Europe Limited, a private limited company registered in England and Wales, Lucht Foreign Sales Corporation, a U.S. Virgin Islands corporation and Pro Capital Leasing, Inc., a Minnesota corporation.

Assets--as defined in Section 2.1(a).

Business--the business in which the Seller is engaged as of the "Closing Date".

Closing--as defined in Section 2.10.

Closing Date--the date and time as of which the Closing actually takes place.

Copyrights-- all published and unpublished rights in works of authorship including, without limitation, (1) literary works including books, periodicals, catalogs, directories, textual advertising such as brochures, pamphlets and other literature, tabular lists, lectures, manuals and computer programs and databases, (2) pictorial, graphic and sculptural works including maps, architectural plans and renderings, blueprints, photographs, prints and pictorial illustrations such as labels and pictorial advertising, posters, brochures, and pamphlets, and pattern designs, (3) audiovisual works, (4) sound recordings and (5) mask works, and all U.S. and foreign pending and issued copyright or mask work registrations thereon, including, but not limited to, those registered copyrights identified in Disclosure Schedule 3.18(e) hereto.

Disclosure Schedules--the Disclosure Schedules delivered by Seller to Buyer concurrently with the execution and delivery of this Agreement.

Intellectual Property Assets --(i) the Seller's name, and all fictional business names, trading names, registered and unregistered trademarks, service marks, and applications (collectively, "Marks"), (ii) Patent Rights, (iii) Copyrights, (iv) Trade Secrets, and (v) all rights to mask works (collectively, "Rights to Mask Works").

Know-How--all know-how (not necessarily proprietary) used in or held for use in the Business as of the Closing Date including, without limitation, (1) design drawings, (2) specifications and performance criteria, (3) operating instructions and maintenance manuals, (4) manufacturing information, including production documentation, methods, layouts and supplier and cost information, (5) copies of computer software and related documentation, including, without limitation, available source and object code listings, (6) prototypes, models or samples, (7) computer-aided design or computer-aided manufacturing data, (8) information communicated to Buyer in meetings or conferences, (9) files relating to applications for Intellectual Property Assets and (10) other tangible materials that are used in or held for use in the Business as of the Closing Date.

Patent Rights--all (1) rights to inventions conceived as of the Closing Date by employees of Seller who are engaged solely in the operation of the Business, (2) pending U.S. and foreign patent applications owned by Seller and any division, continuations and continuations in part thereof or used exclusively and (3) U.S. and foreign patents owned by Seller, or U.S. and foreign patents which Seller has the right to apply for on the Closing Date, and any reexaminations, reissues or extensions thereof, including but not limited to, those identified in Disclosure Schedule 3.18 (c) hereto which are for use exclusively in the Business.

Trademarks--all trade names, trademarks, service marks, trade dress and product configurations that are used or intended to be used by the Seller to identify the Business or any part thereof and all (1) goodwill and common law rights associated therewith, (2) registration applications pending thereon in any state and in any country and (3) registrations issued thereon in any state and in any country, including, but not limited to, those identified in Disclosure Schedule 3.18 (d) hereto.

Trade Secrets--all proprietary information that is used in or held by the Seller for use in the Business and that (1) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, third parties who can obtain economic value from its disclosure or use and (2) is the subject of efforts by the Division that were reasonable under the circumstances to maintain its secrecy, such as, without limitation, proprietary specifications, formulas, drawings, models, blueprints, software, production techniques and processes, retail and wholesale customer lists, vendor lists, compilations, merchandising information, cost and pricing information, business systems and methods and information regarding future business opportunities.

2. SALE AND TRANSFER OF ASSETS; CLOSING

2.1 TRANSFER OF ASSETS

(a) **Assets Transferred.** On the terms and subject to the conditions herein set forth, Seller shall, as of the Closing Date, sell, transfer, convey and assign all of the assets and properties of Seller listed on Exhibit A (collectively, the "Assets"), including, without limitation:

(ii) all contracts in respect of the Business including, without limitation, customer contracts, royalty and license agreements and rights, distribution agreements, purchase agreements, rights to use technology owned by others, and all other agreements other than the Real and Personal Property Leases (collectively, the "Business Contracts");

(viii) all Intellectual Property Assets, listed on Exhibit A(5);

(ix) all Know-How;

(x) all goodwill of the Business;

(xiii) all other assets, whether tangible or intangible which are used in or held by the Seller for use in the Business; and

(xiv) all rights to the name "Lucht" and the names of all of the Affiliated Companies, and all of Seller's, the Business' and the Affiliated Companies' telephone numbers, e-mail addresses, websites and all other traditional and electronic addresses and identifications for the Business and the Affiliated Companies.

(xv) all assets of the Affiliated Companies.

8.14 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.


Buyer:

Seller:

Sienna Imaging, Inc.

Lucht, Inc.

By: _____
John C. Brennan, President

By: 
an authorized agent

8.14 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

Buyer:

Seller:

Sienna Imaging, Inc.

Lucht, Inc.

By:  _____
John C. Brennan, President

By: _____

Exhibit A(5)

Intellectual Property Assets

A Schedule of U.S. and foreign patent and trademark registrations / applications and copyright documents in favor of Lucht Engineering, Inc. is attached hereto as Schedule A.

Names used in the ordinary course of business by either the Company or it's customers:

Lucht

Lucht, Inc.

Lucht Engineering

Lucht Europe Limited

Pro Capital Leasing, Inc.

Lucht FSC

See also the Settlement Agreement dated November 6, 1986 between Lucht and Nord Photo Engineering, Inc. This Agreement pays the Seller royalties on the sale of certain products by Nord Photo Engineering, Inc.

The Seller has also applied for patents in connection with the "Marker Bar" product as evidenced by the correspondence attached hereto as Schedule B.

SCHEDULE A

U.S./FOREIGN PATENT/TRADEMARK REGISTRATIONS/APPLICATIONS OF LUCHT ENGINEERING, INC.

<u>Country</u>	<u>Status</u>	<u>App. #</u>	<u>App. Date</u>	<u>Patent #</u>	<u>Patent Date</u>
USA	Granted	301036	08/28/74	3,951,545	04/20/76
Title: PHOTOGRAPHIC PRINT APPARATUS					
USA	Granted	349648	02/17/82	4,506,824	03/26/85
Title: PAPER CUTTER					
USA	Granted	349650	02/17/82	4,443,099	04/17/84
Title: PHOTOGRAPHIC PRINTING SYSTEM					
USA	Granted	349649	02/17/82	4,441,807	04/10/84
Title: PHOTOGRAPHIC PRINTING SYSTEM INCLUDING AN IMPROVED MASKING C					
USA	Granted	396284	03/03/84	4,595,283	06/17/86
Title: APPARATUS AND METHOD FOR ADVANCING PHOTOGRAPHIC PRINT PAPER					
USA	Granted	614945	05/29/84	4,583,845	04/22/86
Title: PHOTOGRAPHIC PRINTER					
USA	Granted	747991	06/24/85	4,601,570	06/22/86
Title: PHOTOGRAPHIC MEDIA ACCUMALATOR SYSTEM					
USA	Granted	783089	10/02/85	4,629,312	12/15/86
Title: THERMAL MARKING SYSTEM FOR PHOTOGRAPHIC MEDIA					
USA	Inactive	482698	02/21/90		
Title: AUTOMATIC NEGATIVE TAPING SYSTEM FOR PHOTOGRAPHIC APERATURE					
USA	Awaiting further information to complete application				
Title: FILM CODING SYSTEM					
USA	Granted	34547		4,239,377	12/16/80
Title: PHOTOGRAPHIC PRINTER					
Germany	Granted	P2614099.8	04/01/76	2,614,099	03/22/79
Title: PHOTOGRAPHIC PRINTING APPARATUS					

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*

<u>COUNTRY</u>	<u>Status</u>	<u>App. #</u>	<u>App. Date</u>	<u>Patent #</u>	<u>Patent Date</u>
Great Britain	Granted	13925176	04/06/76	1.540.485	05/02/79
Title:	PHOTOGRAPHIC PRINTING APPARATUS SHUTTER				
Germany	Granted	P2614090.9	04/01/76	P2.614.090.9	04/02/76
Title:	PHOTOGRAPHIC PRINTING APPARATUS LENS				
Great Britain	Granted	13924776	04/05/76	1.540.651	04/06/76
Title:	PHOTOGRAPHIC PRINTING APPARATUS LENS				
Germany	Granted	P3144756.2	11/12/81	P.144.756	04/11/85
Title:	IMPROVED PHOTOGRAPHIC PRINTER				
Great Britain	Granted	8131738	10/21/81	2.090.004	09/19/84
Title:	IMPROVED PHOTOGRAPHIC PRINTER				
Sweden	Granted	8107639-0	12/18/91	8,107,639-0	02/05/87
Title:	IMPROVED PHOTOGRAPHIC PRINTER				
Great Britain	Granted	85302318.2	04/02/85	157,636	06/12/89
Title:	APPARATUS & METHOD FOR ADVANCING PHOTOGRAPHIC PRINT PAPER				
Germany	Granted	P3571513.8	04/02/85	157,636	06/12/89
Title:	APPARATUS & METHOD FOR ADVANCING PHOTOGRAPHIC PRINT PAPER				
Sweden	Granted	85302318.2	04/02/85	157,636	06/12/89
Title:	APPARATUS & METHOD FOR ADVANCING PHOTOGRAPHIC PRINT PAPER				
Japan	Filed	70733/85	04/03/85		
Title:	APPARATUS & METHOD FOR ADVANCING PHOTOGRAPHIC PRINT PAPER				
Canada	Granted			1.224.846	11/15/88
Title:	APPARATUS & METHOD FOR ADVANCING PHOTOGRAPHIC PRINT PAPER				

<u>COUNTRY</u>	<u>Reg. #</u>	<u>Reg. Date</u>	<u>App. #</u>	<u>App Date</u>
USA	1,106,353	11/21/78	127912	05/25/77

Mark: LUCHT
 Class =: 009 Goods/Services: Photofinishing Equipment Namely Film Processors & Package Printers

Action Due: 8 & 15 Filed
 Expires 11/21/98
 Renewal 03/21/99

USA	1,115,279	03/20/79	175890	06/26/78
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Mark: LUCHT
 Class =: 016 Goods/Services: Paper Cutters and Easels

Action Due: 8 & 15 Filed
 Expires 03/20/99
 Renewal 09/20/98

USA	1,674,859	02/11/92		
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Mark: COMBO PLUS
 Renewal 02/10/98

* USA 1,680,137 03/24/92

Mark: CARDMATE
 Renewal 03/23/98

USA	1,698,910	07/07/92		
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Mark: EXCELLERATOR
 Renewal 07/06/99

* USA 74-097309 Pending

Mark: SHOOTER AUTOLAB

* USA 74-097310 Pending

Mark: SHOOTER

Lucht Inc.

Trademark/Patents registered or renewed since 1992

CARDMATE	Allowed to abandon as no longer in use
COMBO PLUS	Registered Feb. 11, 1992, Reg. No. 1,674,859
EXCELLERATOR	Registered July 17, 1992, Reg. No. 1,698,910
INTELLICARD	Application abandoned
LUCHT	Registered Nov. 21, 1978, Reg. No. 1,106,553
LUCHT	Registered March 20, 1979, Reg. No. 1,115,279
PROMIRA	Registered May 9, 1995, Reg. No. 1,893,569
REPRI	Registered May 28, 1996, Reg. No. 1,977,149
SHOOTER	Application abandoned
SHOOTER AUTOLAB	Application abandoned
TRUTRAC	Application abandoned

Lucht Inc.

Copyrighted documents in use as of 9/98

Multimedia

Lucht web site: www.lucht.com

LabLink Online classified advertising forum

Lucht Reprí Video

Lucht ProLink Splicing Station and Frame Detect Punch Station Video

Printed Material

Focus Quarterly Newsletter

Miléca HSP™ flyer

Digital Package Cutter flyer

ProLink flyer

Reprí advertising reprint

Ellegro advertising reprint

Reprí Frequently Asked Questions

V7 flyer

VP2 flyer

Step One flyer

SportsPak flyer

Excellerator

Thermal Marker flyer

Twin Drive flyer

Promira Camera flyer

Shooter Data Manager flyer

Film Splicer flyer

Film Editor/Advance flyer

Print Inspection Station flyer

Intellicard -2 flyer

BP Paper Cutters flyer

Roll Paper Easels flyer

Photo Card Module flyer

LSB-2 Lamphouse flyer

U.S./FOREIGN PATENT/TRADEMARK REGISTRATIONS/APPLICATIONS
OF LUCHT ENGINEERING, INC.

<u>Country</u>	<u>Status</u>	<u>App. #</u>	<u>App. Date</u>	<u>Patent #</u>	<u>Patent Date</u>
USA	Granted	301036	08/28/74	3,951,543	04/20/76
Title:	PHOTOGRAPHIC PRINT APPARATUS				
USA	Granted	349648	02/17/82	4,506,824	03/26/85
Title:	PAPER CUTTER				
USA	Granted	349650	02/17/82	4,443,099	04/17/84
Title:	PHOTOGRAPHIC PRINTING SYSTEM				
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Title:	PHOTOGRAPHIC PRINTING SYSTEM INCLUDING AN IMPROVED MASKING C				
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Title:	PHOTOGRAPHIC PBINTER				
Germany	Granted	P2614099.8	04/01/76	2,614,099	03/22/79

9. Title: PHOTOGRAPHIC PRINTING APPARATUS

TRADEMARK

<u>COUNTRY</u>	<u>Status</u>	<u>App. #</u>	<u>App. Date</u>	<u>Patent #</u>	<u>Patent Date</u>
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Title:	PHOTOGRAPHIC PRINTING APPARATUS SHUTTER				
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Title:	PHOTOGRAPHIC PRINTING APPARATUS LENS				
Germany	Granted	P3144736.2	11/12/81	P.144.736	04/11/85
Title:	IMPROVED PHOTOGRAPHIC PRINTER				
Great Britain	Granted	8131708	10/21/81	2.090.004	09/19/84
Title:	IMPROVED PHOTOGRAPHIC PRINTER				
Sweden	Granted	8107639-0	12/18/91	8,107,639-0	02/05/87
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USA	1,106,353	11/21/78	127912	05/25/77

Mark: LUCHT
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USA	1,674,959	02/11/92		
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Mark: COMBO PLUS
 Renewal 02/10/98

USA	1,680,137	03/24/92		
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Mark: CARDMATE
 Renewal 03/23/98

USA	1,698,910	07/07/92		
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Mark: EXCELLERATOR
 Renewal 07/06/99

USA	74-097309	Pending		
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Mark: SHOOTER AUTOLAB

USA	74-097310	Pending		
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Mark: SHOOTER

SCHEDULE A

U.S./ FOREIGN PATENT/TRADEMARK REGISTRATION/APPLICATIONS
OF LUCHT ENGINEERING, INC.

<u>Country</u>	<u>Status</u>	<u>App. #</u>	<u>App. Date</u>	<u>Patent #</u>	<u>Patent Date</u>
USA	Granted			5.539.488	07/23/96
USA	Revival*	08/449,467	01/26/98		

*Application for Revival of Application of Patent abandoned unintentionally (Marker Bar)