

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Carestream Health, Inc.		04/30/2007	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Credit Suisse, Cayman Islands Branch, as administrative agent
<b>Street Address:</b>	Eleven Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	Bank: SWITZERLAND

**PROPERTY NUMBERS Total: 86**

Property Type	Number	Word Mark
Registration Number:	1995169	AUTORAD
Registration Number:	1879436	BIOMAX
Registration Number:	1860283	CEMA
Registration Number:	1430986	CEMAX
Registration Number:	1282880	CINEFLURE
Registration Number:	1816854	CLINASEPT
Registration Number:	1765495	CLINASEPT
Registration Number:	1746745	CLINASEPT
Registration Number:	2046264	CLINICSELECT
Registration Number:	1993061	CLINICALVIEW
Registration Number:	1553581	COLORVUE II
Registration Number:	1960963	DRYVIEW
Registration Number:	1848948	EVALUSITE
Registration Number:	1386411	IBI

CH \$2165.00 1995169

Registration Number:	1831331	IMAGETALK
Registration Number:	1809643	IMAGEWATCH
Registration Number:	1824661	KODAK IMAGEWATCH PROGRAM
Registration Number:	1710660	INSIGHT
Registration Number:	836282	INSTATECH
Registration Number:	1027286	LANEX
Registration Number:	1048799	MIN-R
Registration Number:	1585366	NOVA MICROSONICS
Registration Number:	1854154	OVERVUE
Registration Number:	1489785	READYMATIC
Registration Number:	1788721	READY PRO
Registration Number:	1738839	RELAY
Registration Number:	2810944	A BETTER VIEW OF LIFE
Registration Number:	2462624	THE IMAGING STANDARD FOR DENTISTRY
Registration Number:	2863585	SURESOFT
Registration Number:	1862173	T-MAT
Registration Number:	2232591	TRANSCREEN
Registration Number:	1827368	TRIMATIC
Registration Number:	1019772	TRIMAX
Registration Number:	1013472	TRIMAX
Registration Number:	714580	X-OMAT
Registration Number:	715028	X-OMAT
Registration Number:	950340	
Registration Number:	1132639	X-OMATIC
Registration Number:	2579232	X-SIGHT
Registration Number:	2999060	ZORCAINE
Registration Number:	943413	FOR A BRIGHTER TOMORROW
Registration Number:	1382092	DENTALMAC
Registration Number:	1529414	ORTHOWARE
Registration Number:	1536188	PRACTICE OUTLOOK
Registration Number:	1561967	SOFTDENT
Registration Number:	1607310	INFOSOFT
Registration Number:	2034684	COMPUTER AGE DENTIST
Registration Number:	1947961	WINOMS
Registration Number:	2045075	SOFTCHART

Registration Number:	2240346	INTELLIDENT
Registration Number:	2637855	RVG RADIO/VISIO/GRAPHY
Registration Number:	2055172	ELITYS
Registration Number:	2128215	DIGIPAN
Registration Number:	2572491	STV
Registration Number:	2446180	ORTHOSOFT
Registration Number:	2605605	PRACTICEWORKS
Registration Number:	2721981	PRACTICETOGO
Registration Number:	2605712	PRACTICEWORKS OFFICE
Registration Number:	2875211	PRACTICEWORKS SITEBUILDER
Registration Number:	2897339	MASTERWORKS
Registration Number:	956121	INDUSTREX
Registration Number:	953413	INDUSTREX
Registration Number:	2826285	ALGOTEC
Registration Number:	2406606	CD-DENT
Registration Number:	2457694	COMBI-X
Registration Number:	2517684	DENT-A-VIEW
Registration Number:	2406607	DIGIDENT
Registration Number:	2492877	IMAGINET
Registration Number:	2457916	MEDIPRIME
Registration Number:	2465926	MEDISTORE
Registration Number:	2348473	MEDISURF
Registration Number:	2665157	OREX
Registration Number:	2373411	PAXORAMA
Registration Number:	2802835	PCCR
Serial Number:	78732706	CARESTREAM
Serial Number:	75150385	COMPACT
Serial Number:	76424341	CONSULTIVA
Serial Number:	75920018	DIRECTVIEW
Serial Number:	78640099	DIRECTVIEW
Serial Number:	78640905	DRYVIEW
Serial Number:	75334672	DRYVIEW
Serial Number:	75819354	DRYVIEW
Serial Number:	75860395	LIFEVIEW
Serial Number:	74675085	NANONAPROXEN

Serial Number:	75098983	OSTEOSIGHT
Serial Number:	75802741	READY PRO

**CORRESPONDENCE DATA**

Fax Number: (212)735-2000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-735-3000  
Email: mmcguire@skadden.com  
Correspondent Name: Matthew Zisk  
Address Line 1: Skadden, Arps, Slate, Meagher & Flom LLP  
Address Line 2: Four Times Square  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2033
NAME OF SUBMITTER:	Matthew Zisk
Signature:	/Matthew Zisk/
Date:	07/27/2007

**Total Attachments: 16**  
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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

(First Lien)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 30, 2007, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of Credit Suisse, Cayman Islands Branch, as administrative agent (together with its successors, in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among Carestream Health Holdings, Inc., a Delaware corporation ("Holdings"), Onex Carestream Finance LP, a Delaware limited partnership (the "Term Loan Borrower"), Carestream Health, Inc., a Delaware corporation (the "Company" and, together with the Term Loan Borrower, the "Borrowers"), the Guarantors party thereto, the Lenders from time to time party thereto and Credit Suisse, Cayman Islands Branch, as Administrative Agent. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

A. It is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain Pledge and Security Agreement, dated as of even date herewith in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Security Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or the Security Agreement, as applicable.

C. Under the terms of the Security Agreement, the Grantors have granted a security interest in certain assets and property, including without limitation certain Intellectual Property of the Grantors to the Administrative Agent, for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

**SECTION 1. Grant of Security.** Each Grantor hereby collaterally assigns, mortgages and pledges to the Administrative Agent and, in each case, hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "IP Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

(a) (i) all U.S., State and foreign trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature of any Grantor, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the

foregoing referred to on Schedule 1, and all rights corresponding thereto throughout the world (collectively, the “Trademarks”), (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iii) all extensions and renewals of the foregoing, (iv) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit;

(b) any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to on Schedule 1;

(c) (i) all United States and foreign patents and applications for letters patent of any Grantor throughout the world, including, but not limited to, any of the foregoing referred to on Schedule 1, and all rights corresponding thereto throughout the world, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing (the foregoing (i) and (ii), collectively, the “Patents”); (iii) the right to sue for past, present and future infringements of any of the foregoing, and (iv) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit;

(d) all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any of the Patents, including, without limitation, the right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to on Schedule 1

(e) (i) all copyrights of any Grantor arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed on Schedule 1), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, (ii) the right to obtain all renewals thereof, and (iii) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit;

(f) (i) all mask works fixed in semi-conductor chip products (as defined under 17 U.S.C. 901 of the U.S. Copyright Act ) (ii) the right to obtain all renewals thereof, and (iii) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit;

(g) any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed on Schedule 1), granting any right under any copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any copyright in the foregoing paragraphs (e) and (f)

provided, that notwithstanding any of the other provisions set forth in this Section 1, this Agreement shall not constitute a grant of a security interest in (A) any property to the extent that such grant of a security interest in such property is prohibited by any Requirement of Law of a Governmental Authority, requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law, or is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, shareholder agreement, instrument or other document or agreement evidencing, governing or giving rise to such property, except (i) to the extent that the terms in such contract, license, shareholder agreement, instrument or other document or agreement providing for such prohibition, breach, default or termination, or requiring such consent are not permitted

under the terms of the Credit Agreement or (ii) to the extent that such Requirement of Law or the term in such contract, license, agreement, instrument or other document (including any shareholder agreement or similar agreement) providing for such prohibition, breach, default or termination or requiring such consent is ineffective under Section 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity (provided that notwithstanding the foregoing, such security interest shall attach immediately at such time as such Requirement of Law is not effective or applicable, or such prohibition, breach, default or termination is no longer applicable or is waived or such consent is obtained, and to the extent severable, shall attach immediately to any portion of the Collateral that does not result in such consequences) and (B) any property subject to a Lien expressly permitted by clauses (g), (o), (q), (u), (x) and (aa) of Section 7.3 of the Credit Agreement to the extent the obligations relating to such Liens do not permit a Lien on such property in favor of the Secured Parties; and provided, further, that no United States intent-to-use trademark or service mark application shall be included in the Collateral to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law; after such period, each Grantor acknowledges that such interest in such trademark or service mark application shall automatically be subject to a security interest in favor of the Administrative Agent and shall be included in the Collateral.

SECTION 2. Recordation. Each Grantor authorizes and requests that the United States Register of Copyrights or the United States Commissioner of Patents and Trademarks, as applicable, record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic pdf), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY:

(a) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND ANY OTHER LOAN DOCUMENT TO WHICH IT IS A PARTY, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK, THE COURTS OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND APPELLATE COURTS FROM ANY THEREOF, TO THE EXTENT SUCH COURTS WOULD HAVE SUBJECT MATTER JURISDICTION WITH RESPECT THERETO, AND AGREES THAT NOTWITHSTANDING THE FOREGOING (X) A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW AND (Y) LEGAL ACTIONS OR PROCEEDINGS BROUGHT BY THE SECURED PARTIES IN CONNECTION WITH THE EXERCISE OF RIGHTS AND REMEDIES WITH RESPECT TO COLLATERAL MAY BE BROUGHT IN OTHER JURISDICTIONS WHERE SUCH COLLATERAL IS LOCATED OR SUCH RIGHTS OR REMEDIES MAY BE EXERCISED;

(b) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH

COURT AND WAIVES ANY RIGHT TO CLAIM THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME;

(c) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO THE APPLICABLE PARTY AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH SECTION 8.9 OF THE SECURITY AGREEMENT OR AT SUCH OTHER ADDRESS OF WHICH THE ADMINISTRATIVE AGENT SHALL HAVE BEEN NOTIFIED PURSUANT THERETO;

(d) AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW;

(e) WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LEGAL ACTION OR PROCEEDING REFERRED TO IN THIS SECTION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES; AND

(f) WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

SECTION 6. Release. (a) Upon termination of the Security Agreement, the IP Collateral shall immediately and automatically be released from the Liens created hereby, and this IP Security Agreement and all obligations of the Administrative Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the IP Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Administrative Agent shall deliver to such Grantor any IP Collateral held by the Administrative Agent hereunder and execute and deliver to such Grantor such documents (in form and substance reasonably satisfactory to such Grantor and the Administrative Agent) as such Grantor may reasonably request to evidence such termination.

(b) If any of the IP Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a sale, transfer or other disposition permitted by Section 7 of the Credit Agreement, other than with respect to a sale, transfer or other disposition to another Grantor, then such IP Collateral shall be automatically and without further action released from the security interests created by this Intellectual Property Security Agreement. If a Grantor is disposed of pursuant to a transaction permitted by the Credit Agreement or is otherwise released from its guarantee of the Obligations pursuant to the Credit Agreement, such Grantor shall be automatically and without further action released from its obligations under this Agreement. In either case, the Administrative Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or

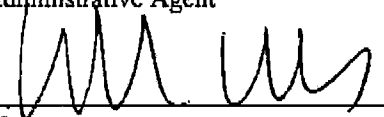


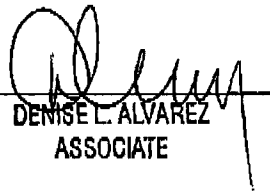
desirable for the termination and release of the Liens created hereby on IP Collateral of such Grantor, or such Grantor as applicable.

*[signature pages follow]*



CREDIT SUISSE, CAYMAN ISLANDS BRANCH,  
as Administrative Agent

By:   
Name: ROBERT HETU  
Title: MANAGING DIRECTOR

By:   
Name: DENISE L. ALVAREZ  
Title: ASSOCIATE

[Intellectual Property Security Agreement (First Lien)]

U.S. TRADEMARKS

TRANSFERRED (ASSIGNED) TRADEMARKS

TM Rights (Grouped by mark) + Status

<b>Mark:</b> AUTORAD	<b>ID</b> 167504	<b>Country</b> United States	<b>Classes</b> 9	<b>Reg. Owner</b> Cemax-Icon, Inc.	<b>App. #</b> 74/697316	<b>App. Dt</b> 7/5/1995	<b>Reg. #</b> 1995169	<b>Reg. Dt</b> 8/20/1996	<b>Status</b> Registered
<b>Mark:</b> BIOMAX	<b>ID</b> 149953	<b>Country</b> United States	<b>Classes</b> 1	<b>Reg. Owner</b> Eastman Kodak Company	<b>App. #</b> 74/497847	<b>App. Dt</b> 3/7/1994	<b>Reg. #</b> 1879436	<b>Reg. Dt</b> 2/21/1995	<b>Status</b> Registered
<b>Mark:</b> CARESTREAM	<b>ID</b> 172386	<b>Country</b> United States	<b>Classes</b> 9, 10, 35	<b>Reg. Owner</b> Eastman Kodak Company	<b>App. #</b> 78732706	<b>App. Dt</b> 10/13/2005	<b>Reg. #</b>	<b>Reg. Dt</b>	<b>Status</b> Pending Application
<b>Mark:</b> CEMA	<b>ID</b> 166475	<b>Country</b> United States	<b>Classes</b> 9	<b>Reg. Owner</b> Eastman Kodak Company	<b>App. #</b> 74/306551	<b>App. Dt</b> 8/24/1992	<b>Reg. #</b> 1860283	<b>Reg. Dt</b> 10/25/1994	<b>Status</b> Registered
<b>Mark:</b> CEMAX	<b>ID</b> 167508	<b>Country</b> United States	<b>Classes</b> 9	<b>Reg. Owner</b> Eastman Kodak Company	<b>App. #</b> 612484	<b>App. Dt</b> 8/1/1986	<b>Reg. #</b> 1430986	<b>Reg. Dt</b> 3/3/1987	<b>Status</b> Registered
<b>Mark:</b> CINEFLURE	<b>ID</b> 147050	<b>Country</b> United States	<b>Classes</b> 1	<b>Reg. Owner</b> Eastman Kodak Company	<b>App. #</b> 389383	<b>App. Dt</b> 9/27/1982	<b>Reg. #</b> 1282880	<b>Reg. Dt</b> 6/24/1984	<b>Status</b> Registered
<b>Mark:</b> CLINASEPT	<b>ID</b> 143405	<b>Country</b> United States	<b>Classes</b> 16	<b>Reg. Owner</b> Eastman Kodak Company	<b>App. #</b> 74/382715	<b>App. Dt</b> 4/26/1993	<b>Reg. #</b> 1816854	<b>Reg. Dt</b> 1/18/1994	<b>Status</b> EXPIRED
<b>Mark:</b> CLINASEPT	<b>ID</b> 165777	<b>Country</b> United States	<b>Classes</b> 3	<b>Reg. Owner</b> Eastman Kodak Company	<b>App. #</b> 74/315723	<b>App. Dt</b> 9/21/1992	<b>Reg. #</b> 1765495	<b>Reg. Dt</b> 4/20/1993	<b>Status</b> Abandoned
<b>Mark:</b> CLINASEPT	<b>ID</b> 163201	<b>Country</b> United States	<b>Classes</b> 5	<b>Reg. Owner</b> Eastman Kodak Company	<b>App. #</b> 74/190319	<b>App. Dt</b> 8/1/1991	<b>Reg. #</b> 1746745	<b>Reg. Dt</b> 1/19/1993	<b>Status</b> Abandoned
<b>Mark:</b> CLINIC SELECT	<b>ID</b> 150814	<b>Country</b> United States	<b>Classes</b> 1	<b>Reg. Owner</b> Eastman Kodak Company	<b>App. #</b> 74/520752	<b>App. Dt</b> 5/9/1994	<b>Reg. #</b> 2046264	<b>Reg. Dt</b> 3/18/1997	<b>Status</b> EXPIRED
<b>Mark:</b> CLINICALVIEW	<b>ID</b> 167509	<b>Country</b> United States	<b>Classes</b> 9	<b>Reg. Owner</b> Eastman Kodak Company	<b>App. #</b> 74/697311	<b>App. Dt</b> 7/5/1995	<b>Reg. #</b> 1993061	<b>Reg. Dt</b> 8/13/1996	<b>Status</b> EXPIRED
<b>Mark:</b> COLORVUE II	<b>ID</b> 166480	<b>Country</b> United States	<b>Classes</b> 9	<b>Reg. Owner</b> Eastman Kodak Company	<b>App. #</b> 767260	<b>App. Dt</b> 12/5/1988	<b>Reg. #</b> 1553581	<b>Reg. Dt</b> 8/29/1989	<b>Status</b> Registered
<b>Mark:</b> COMPACT	<b>ID</b> 166460	<b>Country</b> United States	<b>Classes</b> 9	<b>Reg. Owner</b> Eastman Kodak Company	<b>App. #</b> 75/150385	<b>App. Dt</b> 8/14/1996	<b>Reg. #</b>	<b>Reg. Dt</b>	<b>Status</b> Pending
<b>Mark:</b> CONSULTIVA	<b>ID</b> 170720	<b>Country</b> United States	<b>Classes</b> 9	<b>Reg. Owner</b> Eastman Kodak Company	<b>App. #</b> 76424341	<b>App. Dt</b> 6/24/2002	<b>Reg. #</b>	<b>Reg. Dt</b>	<b>Status</b> Pending

TRANSFERRED (ASSIGNED) TRADEMARKS

TM Rights (Grouped by mark) + Status

<b>Mark:</b> DIRECTVIEW DIRECTVIEW	<b>ID</b> 168046 172393	<b>Country</b> United States United States	<b>Classes</b> 9, 10 9, 10, 37	<b>Reg. Owner</b> Eastman Kodak Company Eastman Kodak Company	<b>App. #</b> 75/920018 78640099	<b>App. Dt</b> 2/3/2000 5/31/2005	<b>Reg. #</b>  	<b>Reg. Dt</b>  	<b>Status</b> Abandoned Pending Application
<b>Mark:</b> DRYVIEW DRYVIEW DRYVIEW DRYVIEW	<b>ID</b> 172645 167416 167923 167414	<b>Country</b> United States United States United States United States	<b>Classes</b> 1, 9 1, 9, 10 1, 9, 10 10	<b>Reg. Owner</b> Eastman Kodak Company Eastman Kodak Company Eastman Kodak Company Eastman Kodak Company	<b>App. #</b> 78640905 75/334672 75/819354 74/517738	<b>App. Dt</b> 6/1/2005 8/1/1997 10/12/1999 4/28/1994	<b>Reg. #</b>   1960963	<b>Reg. Dt</b>   3/5/1996	<b>Status</b> Pending Application Lapsed Abandoned Registered
<b>Mark:</b> EVALUSITE	<b>ID</b> 147817	<b>Country</b> United States	<b>Classes</b> 9	<b>Reg. Owner</b> Eastman Kodak Company	<b>App. #</b> 74/194372	<b>App. Dt</b> 8/12/1991	<b>Reg. #</b> 1848948	<b>Reg. Dt</b> 8/9/1994	<b>Status</b> Registered
<b>Mark:</b> IBI & DESIGN	<b>ID</b> 161093	<b>Country</b> United States	<b>Classes</b> 1, 9	<b>Reg. Owner</b> See Record	<b>App. #</b>  	<b>App. Dt</b>  	<b>Reg. #</b> 1386411	<b>Reg. Dt</b> 3/18/1986	<b>Status</b> Abandoned
<b>Mark:</b> IMAGETALK IMAGETALK IMAGETALK	<b>ID</b> 146262 147032 146266	<b>Country</b> United States United States United States	<b>Classes</b> 16 16 16	<b>Reg. Owner</b> Eastman Kodak Company Eastman Kodak Company Eastman Kodak Company	<b>App. #</b> 74/422433  	<b>App. Dt</b> 8/9/1993  	<b>Reg. #</b> 1831331	<b>Reg. Dt</b> 4/19/1994	<b>Status</b> Dispatched Registered Received
<b>Mark:</b> IMAGEWATCH IMAGEWATCH	<b>ID</b> 163979 165770	<b>Country</b> United States United States	<b>Classes</b> 41 41	<b>Reg. Owner</b> Eastman Kodak Company Eastman Kodak Company	<b>App. #</b> 74/301823 74/314850	<b>App. Dt</b> 8/6/1992 9/18/1992	<b>Reg. #</b> 1809643 1824661	<b>Reg. Dt</b> 12/7/1993 3/1/1994	<b>Status</b> Registered Registered
<b>Mark:</b> INSIGHT	<b>ID</b> 156077	<b>Country</b> United States	<b>Classes</b> 1	<b>Reg. Owner</b> Eastman Kodak Company	<b>App. #</b> 74/113441	<b>App. Dt</b>  	<b>Reg. #</b> 1710660	<b>Reg. Dt</b> 8/25/1992	<b>Status</b> Registered
<b>Mark:</b> INSTATECH	<b>ID</b> 151971	<b>Country</b> United States	<b>Classes</b> 26	<b>Reg. Owner</b> Eastman Kodak Company	<b>App. #</b> 252648	<b>App. Dt</b> 8/18/1966	<b>Reg. #</b> 836282	<b>Reg. Dt</b> 10/3/1967	<b>Status</b> Registered
<b>Mark:</b> LANEX	<b>ID</b> 144769	<b>Country</b> United States	<b>Classes</b> 10	<b>Reg. Owner</b> Eastman Kodak Company	<b>App. #</b> 73049398	<b>App. Dt</b> 4/14/1975	<b>Reg. #</b> 1027286	<b>Reg. Dt</b> 12/16/1975	<b>Status</b> REGISTERED
<b>Mark:</b> LIFEVIEW	<b>ID</b> 168045	<b>Country</b> United States	<b>Classes</b> 10	<b>Reg. Owner</b> Eastman Kodak Company	<b>App. #</b> 75/860395	<b>App. Dt</b> 12/15/1999	<b>Reg. #</b>  	<b>Reg. Dt</b>  	<b>Status</b> WITHDRAWN
<b>Mark:</b> MIN-R	<b>ID</b> 172387	<b>Country</b> United States	<b>Classes</b> 1, 10	<b>Reg. Owner</b> Eastman Kodak Company	<b>App. #</b> 73081728	<b>App. Dt</b> 3/26/1976	<b>Reg. #</b> 1048799	<b>Reg. Dt</b> 9/28/1976	<b>Status</b> Registered
<b>Mark:</b> NANONAPROXEN	<b>ID</b> 162052	<b>Country</b> United States	<b>Classes</b> 05	<b>Reg. Owner</b> Eastman Kodak Company	<b>App. #</b> 74/675085	<b>App. Dt</b> 5/17/1995	<b>Reg. #</b>  	<b>Reg. Dt</b>  	<b>Status</b> Pending

TRADEMARK

REEL: 003589 FRAME: 0013

TRANSFERRED (ASSIGNED) TRADEMARKS

TM Rights (Grouped by mark) + Status

<b>Mark:</b> NOVA MICROSONICS	ID 166456	Country United States	Classes 9	Reg. Owner Eastman Kodak Company	App. # 73/757837	App. Dt 10/17/1958	Reg. # 1585366	Reg. Dt 3/6/1990	Status EXPIRED
<b>Mark:</b> OSTEOSIGHT	ID 136599	Country United States	Classes 01	Reg. Owner Eastman Kodak Company	App. # 75/098983	App. Dt 5/6/1996	Reg. #	Reg. Dt	Status Abandoned
<b>Mark:</b> OVERVUE	ID 166462	Country United States	Classes 9	Reg. Owner Eastman Kodak Company	App. # 74/282444	App. Dt 6/8/1992	Reg. # 1854154	Reg. Dt 9/13/1994	Status Registered
<b>Mark:</b> READY PRO	ID 168019	Country United States	Classes 1	Reg. Owner Eastman Kodak Company	App. # 75/802741	App. Dt 9/20/1999	Reg. #	Reg. Dt	Status Pending Application
<b>Mark:</b> READYMATIC	ID 156894	Country United States	Classes 1	Reg. Owner Eastman Kodak Company	App. # 690230	App. Dt 10/19/1987	Reg. # 1489785	Reg. Dt 5/31/1988	Status Registered
<b>Mark:</b> READYPRO READYPRO	ID 167866 159999	Country United States United States	Classes 1 1	Reg. Owner Eastman Kodak Company Eastman Kodak Company	App. # 75/802741 74/233091	App. Dt 12/23/1991	Reg. # 1788721	Reg. Dt 8/17/1993	Status Pending Lapsed
<b>Mark:</b> RELAY	ID 162750	Country United States	Classes 42	Reg. Owner Eastman Kodak Company	App. # 74/266678	App. Dt 4/17/1992	Reg. # 1738839	Reg. Dt 12/8/1992	Status Lapsed
<b>Mark:</b> S.A BETTER VIEW OF LIFE	ID 168141	Country United States	Classes	Reg. Owner Eastman Kodak Company	App. # 75/936127	App. Dt 3/6/2000	Reg. # 2810944	Reg. Dt 2/3/2004	Status REGISTERED
<b>Mark:</b> S:THE IMAGING STANDARD FOR DENTISTRY	ID 172199	Country United States	Classes 9	Reg. Owner Eastman Kodak Company	App. # 75/769444	App. Dt 8/6/1999	Reg. # 2462624	Reg. Dt 6/19/2001	Status
<b>Mark:</b> SURESOFT	ID 169197	Country United States	Classes 10	Reg. Owner Eastman Kodak Company	App. # 78/116837	App. Dt 3/22/2002	Reg. # 2863585	Reg. Dt 7/13/2004	Status REGISTERED
<b>Mark:</b> T-MAT	ID 148715	Country United States	Classes 1	Reg. Owner Eastman Kodak Company	App. # 74/472828	App. Dt 12/27/1993	Reg. # 1862173	Reg. Dt 11/15/1994	Status Abandoned
<b>Mark:</b> TRANSCREEN	ID 138086	Country United States	Classes 9	Reg. Owner Eastman Kodak Company	App. # 75/120434	App. Dt 6/17/1996	Reg. # 2232591	Reg. Dt 3/16/1999	Status Registered

TRADEMARK

REEL: 003589 FRAME: 0014

TRANSFERRED (ASSIGNED) TRADEMARKS

TM Rights (Grouped by mark) + Status

<b>Mark:</b> TRIMATIC	ID 167413	Country United States	Classes 10	Reg. Owner Eastman Kodak Company	App. # 74/406724	App. Dt 6/28/1993	Reg. # 1827368	Reg. Dt 3/22/1994	Status EXPIRED
<b>Mark:</b> TRIMAX TRIMAX	ID 167412 167411	Country United States United States	Classes 1 10	Reg. Owner Eastman Kodak Company Eastman Kodak Company	App. # 73040625 73029403	App. Dt 12/30/1974 8/13/1974	Reg. # 1019772 1013472	Reg. Dt 9/9/1975 6/17/1975	Status EXPIRED EXPIRED
<b>Mark:</b> X-OMAT X-OMAT	ID 158511 158516	Country United States United States	Classes 1 1, 9, 26	Reg. Owner Eastman Kodak Company Eastman Kodak Company	App. # 93289 93288	App. Dt 3/21/1960 3/21/1960	Reg. # 714580 715028	Reg. Dt 5/2/1961 5/9/1961	Status Registered Registered
<b>Mark:</b> X-OMATTC X-OMATTC	ID 158382 158386	Country United States United States	Classes 1, 26 10	Reg. Owner Eastman Kodak Company Eastman Kodak Company	App. # 404190 161179	App. Dt 10/4/1971 3/6/1978	Reg. # 950340 1132639	Reg. Dt 1/9/1973 4/8/1980	Status lapsed Registered
<b>Mark:</b> X-SIGHT	ID 167666	Country United States	Classes 1	Reg. Owner Eastman Kodak Company	App. # 75/665290	App. Dt 3/22/1999	Reg. # 2579232	Reg. Dt 6/11/2002	Status Pending
<b>Mark:</b> ZORCAINE	ID 170839	Country United States	Classes 05	Reg. Owner Eastman Kodak Company	App. # 78/319644	App. Dt 10/28/2003	Reg. # 2999060	Reg. Dt 9/20/2005	Status REGISTERED

TRADEMARK

REEL: 003589 FRAME: 0015

TRANSFERRED (ASSIGNED) TRADEMARKS

TM Rights (Grouped by mark) + Status

<b>Mark:</b> COMPUTER AGE DENTIST	ID 172324	Country United States	Classes 38	Reg. Owner Practice Works Systems, LLC	App. # 74/412325	App. Dt 7/1/1993	Reg. # 2034684	Reg. Dt 2/4/1997	Status REGISTERED
<b>Mark:</b> DENTALMAC	ID 172325	Country United States	Classes 9	Reg. Owner Practice Works Systems, LLC	App. # 73/509766	App. Dt 11/20/1984	Reg. # 1382092	Reg. Dt 2/11/1986	Status Registered
<b>Mark:</b> INFOSOFT	ID 172326	Country United States	Classes 9	Reg. Owner Practice Works Systems, LLC	App. # 73/832819	App. Dt 10/23/1989	Reg. # 1607310	Reg. Dt 7/24/1990	Status REGISTERED
<b>Mark:</b> INTELLIDENT	ID 172327	Country United States	Classes 9	Reg. Owner Practice Works Systems, LLC	App. # 75/348495	App. Dt 8/28/1997	Reg. # 2240346	Reg. Dt 4/20/1999	Status REGISTERED
<b>Mark:</b> MASTERWORKS	ID 172328	Country United States	Classes 41	Reg. Owner Practice Works Systems, LLC	App. # 78/294996	App. Dt 9/2/2003	Reg. # 2897339	Reg. Dt 10/26/2004	Status REGISTERED
<b>Mark:</b> ORTHO SOFT	ID 173066	Country United States	Classes 9	Reg. Owner Practice Works Systems, LLC	App. # 75925767	App. Dt 2/22/2000	Reg. # 2446180	Reg. Dt 4/24/2001	Status REGISTERED
<b>Mark:</b> ORTHOWARE	ID 172329	Country United States	Classes 38	Reg. Owner Practice Works Systems, LLC	App. # 73/702596	App. Dt 12/23/1987	Reg. # 1529414	Reg. Dt 3/14/1989	Status REGISTERED
<b>Mark:</b> PRACTICE OUTLOOK	ID 172330	Country United States	Classes 9	Reg. Owner Practice Works Systems, LLC	App. # 73/725271	App. Dt 4/29/1988	Reg. # 1536188	Reg. Dt 4/23/1989	Status REGISTERED
<b>Mark:</b> PRACTICE TOGO	ID 172198	Country United States	Classes 9, 16, 42	Reg. Owner Practice Works Systems, LLC	App. # 76/142683	App. Dt 10/4/2000	Reg. # 2721981	Reg. Dt 6/2/2003	Status REGISTERED
<b>Mark:</b> PRACTICEWORKS	ID 172197	Country United States	Classes 9	Reg. Owner Practice Works Systems, LLC	App. # 76/125012	App. Dt 9/8/2000	Reg. # 2605605	Reg. Dt 8/6/2002	Status REGISTERED
<b>Mark:</b> PRACTICEWORKS OFFICE	ID 172200	Country United States	Classes 9	Reg. Owner Practice Works Systems, LLC	App. # 76/171496	App. Dt 11/27/2000	Reg. # 2605712	Reg. Dt 8/6/2002	Status REGISTERED
<b>Mark:</b> PRACTICEWORKS SITEBUILDER	ID 172748	Country United States	Classes 42	Reg. Owner Practice Works Systems, LLC	App. # 76/211656	App. Dt 2/16/2001	Reg. # 2875211	Reg. Dt 8/17/2004	Status REGISTERED
<b>Mark:</b> SOFTCHART	ID 172332	Country United States	Classes 9	Reg. Owner Practice Works Systems, LLC	App. # 74/736734	App. Dt 9/26/1995	Reg. # 2045075	Reg. Dt 3/11/1997	Status REGISTERED
<b>Mark:</b> SOFTIDENT	ID 172333	Country United States	Classes 9	Reg. Owner Practice Works Systems, LLC	App. # 73/779651	App. Dt 2/9/1989	Reg. # 1561967	Reg. Dt 10/24/1989	Status REGISTERED

TRADEMARK

REEL: 003589 FRAME: 0016



TRANSFERRED (ASSIGNED) TRADEMARKS

TM Rights (Grouped by mark) + Status

<b>Mark:</b> THE IMAGING STANDARD FOR DENTISTRY	<b>ID</b> 172751	<b>Country</b> United States	<b>Classes</b> 9	<b>Reg. Owner</b> Practice Works Systems, LLC	<b>App. #</b> 75769444	<b>App. Dt</b> 8/16/1999	<b>Reg. #</b> 2462624	<b>Reg. Dt</b> 6/19/2001	<b>Status</b> REGISTERED
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<b>Mark:</b> WINOMS	<b>ID</b> 1722338	<b>Country</b> United States	<b>Classes</b> 9	<b>Reg. Owner</b> Practice Works Systems, LLC	<b>App. #</b> 74/488244	<b>App. Dt</b> 2/8/1994	<b>Reg. #</b> 1947961	<b>Reg. Dt</b> 1/16/1996	<b>Status</b> REGISTERED
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<b>Mark:</b> DIGIPAN	<b>ID</b> 172765	<b>Country</b> United States	<b>Classes</b> 10	<b>Reg. Owner</b> Trophy Radiologie S.A.	<b>App. #</b> 75108059	<b>App. Dt</b> 5/22/1996	<b>Reg. #</b> 2128215	<b>Reg. Dt</b> 1/13/1998	<b>Status</b> REGISTERED
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<b>Mark:</b> ELITYS	<b>ID</b> 172696	<b>Country</b> United States	<b>Classes</b> 10	<b>Reg. Owner</b> Trophy Radiologie S.A.	<b>App. #</b> 75108058	<b>App. Dt</b> 5/22/1996	<b>Reg. #</b> 2055172	<b>Reg. Dt</b> 4/22/1997	<b>Status</b> REGISTERED
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<b>Mark:</b> RVG RADIOVISIO/ GRAPHY	<b>ID</b> 172761	<b>Country</b> United States	<b>Classes</b> 10	<b>Reg. Owner</b> Trophy Radiologie S.A.	<b>App. #</b> 75/569614	<b>App. Dt</b> 10/14/1998	<b>Reg. #</b> 2637855	<b>Reg. Dt</b> 10/22/2002	<b>Status</b> REGISTERED
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<b>Mark:</b> STV	<b>ID</b> 172760	<b>Country</b> United States	<b>Classes</b> 10	<b>Reg. Owner</b> Trophy Radiologie S.A.	<b>App. #</b> 75570132	<b>App. Dt</b> 10/14/1998	<b>Reg. #</b> 2572491	<b>Reg. Dt</b> 5/28/2002	<b>Status</b> REGISTERED
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<b>Mark:</b> INDUSTREX	<b>ID</b> 141563	<b>Country</b> United States	<b>Classes</b> 001	<b>Reg. Owner</b> Eastman Kodak Company	<b>App. #</b> 72415738	<b>App. Dt</b> 2/16/1972	<b>Reg. #</b> 943413	<b>Reg. Dt</b> 2/20/1973	<b>Status</b> REGISTERED
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TRADEMARK

REEL: 003589 FRAME: 0017

NON-DESTRUCTIVE TESTING

ADDITIONAL TRANSFERRED TRADEMARKS

**KODAK - International Class 1 Registrations in U.S.**

Mark:	ID	Country	Classes	Reg. Owner	App. #	Reg. #	Status	Goods & Services
INDUSTREX	158966	United States	1, 9	Eastman Kodak Company	72417743	956121	REGISTERED	1 - Sensitized photographic film and paper
INDUSTREX	141563	United States	001	Eastman Kodak Company	72415738	953413	REGISTERED	Photographic processing apparatus and x-ray intensifying screens PHOTOGRAPHIC PROCESSING CHEMICALS

TRADEMARK

REEL: 003589 FRAME: 0018

TRANSFERRED (ASSIGNED) TRADEMARKS

TM Rights (Grouped by mark) + Status

TM Rights (Grouped by country) + Status

<b>Mark:</b> MediSurf	<b>ID</b> 174297	<b>Country</b> United States	<b>Classes</b> 9	<b>Reg. Owner</b> Algotec Systems Ltd.	<b>App. #</b> 75684039	<b>App. Dt</b> 4/16/1999	<b>Reg. #</b> 2348473	<b>Reg. Dt</b> 5/9/2000	<b>Status</b> REGISTERED
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<b>Mark:</b> ImaginNet	<b>ID</b> 174298	<b>Country</b> United States	<b>Classes</b> 9	<b>Reg. Owner</b> Algotec Systems Ltd.	<b>App. #</b> 75289263	<b>App. Dt</b> 5/9/1997	<b>Reg. #</b> 2492877	<b>Reg. Dt</b> 9/25/2001	<b>Status</b> REGISTERED
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<b>Mark:</b> Algotec	<b>ID</b> 174309	<b>Country</b> United States	<b>Classes</b> 9	<b>Reg. Owner</b> Algotec Systems Ltd.	<b>App. #</b> 78048018	<b>App. Dt</b> 2/13/2001	<b>Reg. #</b> 2826285	<b>Reg. Dt</b> 3/23/2004	<b>Status</b> REGISTERED
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<b>Mark:</b> MediStore	<b>ID</b> 174300	<b>Country</b> United States	<b>Classes</b> 9	<b>Reg. Owner</b> Algotec Systems Ltd.	<b>App. #</b> 75297134	<b>App. Dt</b> 5/23/1997	<b>Reg. #</b> 2465926	<b>Reg. Dt</b> 7/3/2001	<b>Status</b> REGISTERED
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<b>Mark:</b> MediPrime	<b>ID</b> 174307	<b>Country</b> United States	<b>Classes</b> 9	<b>Reg. Owner</b> Algotec Systems Ltd.	<b>App. #</b> 75580226	<b>App. Dt</b> 10/30/1998	<b>Reg. #</b> 2457916	<b>Reg. Dt</b> 1/25/2000	<b>Status</b> REGISTERED
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<b>Mark:</b> CD-DENT	<b>ID</b> 172259	<b>Country</b> United States	<b>Classes</b> 10 Do Not	<b>Reg. Owner</b> Orex Computed Radiology	<b>App. #</b> 75/343731	<b>App. Dt</b> 8/20/1997	<b>Reg. #</b> 2406606	<b>Reg. Dt</b> 11/21/2000	<b>Status</b> REGISTERED
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<b>Mark:</b> COMBIX	<b>ID</b> 172262	<b>Country</b> United States	<b>Classes</b> 10 Do Not	<b>Reg. Owner</b> Orex Computed Radiology	<b>App. #</b> 75/460097	<b>App. Dt</b> 4/1/1998	<b>Reg. #</b> 2457694	<b>Reg. Dt</b> 6/1/2001	<b>Status</b> REGISTERED
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<b>Mark:</b> DENT-A-VIEW	<b>ID</b> 172256	<b>Country</b> United States	<b>Classes</b> 9 Do Not	<b>Reg. Owner</b> Orex Computed Radiology	<b>App. #</b> 75/319735	<b>App. Dt</b> 7/7/1997	<b>Reg. #</b> 2517684	<b>Reg. Dt</b> 12/1/2001	<b>Status</b> REGISTERED
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TRADEMARK

REEL: 003589 FRAME: 0019

TRANSFERRED (ASSIGNED) TRADEMARKS

TM Rights (Grouped by mark) + Status

Mark:	ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
DIGIDENT	172258	United States	10 Do Not	Orex Computed Radiology	75/343732	8/20/1997	2406607	11/21/2000	REGISTERED
			Send to EKC Agent						

Mark:	ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
OREX	172249	United States	10 Do Not	Orex Computed Radiology	76050373	5/17/2000	2665157	12/24/2002	REGISTERED
			Send to EKC Agent						

Mark:	ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
PAXORAMA	172260	United States	10 Do Not	Orex Computed Radiology	75/414432	1/6/1998	2373411	8/1/2000	REGISTERED
			Send to EKC Agent						

Mark:	ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
PCCR	172253	United States	10 Do Not	Orex Computed Radiology	76185741	12/26/2000	2802835	1/6/2004	REGISTERED
			Send to EKC Agent						

TRADEMARK