

11-18-1999

Form PTO-1594
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Mid-American Imaging Inc. 11-8-99

Individuals Association
 General Partnership - Limited Partnership
 Corporation-State: Ohio
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Bankers Trust Company
Internal Address: _____
Street Address: 130 Liberty Street
City: New York State: New York ZIP: 10006

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- New York
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: May 13, 1999

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)
1,698,197

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Brian Jaenicke, Legal Assistant
Internal Address: White & Case LLP
Street Address: 1155 Avenue of the Americas
City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number: _____
(23-1705 in case of deficiency)
(Attach duplicate copy of this page if paying by deposit account)

11/17/1999 DC0ATES 00000162 1698197

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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.

Brian T. Jaenicke
Name of Person Signing

Signature

11/8/99
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT OF SECURITY INTEREST
IN TRADEMARKS


FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Mid-American Imaging Inc., an Ohio corporation ("the Assignor") with principal offices at 4912 Higbee Ave, Canton, Ohio, hereby assigns and grants to Bankers Trust Company, as Collateral Agent (the "Assignee") with principal offices at 130 Liberty Street, New York, New York 10006, a security interest in (i) all of the Assignor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and, (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS ASSIGNMENT, effective as of May 13, 1999, is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement, among Assignor, the other assignors from time to time party thereto and the Assignee, dated as of December 18, 1997 and amended and restated as of September 24, 1998 and amended and restated as of May 13, 1999 (as so amended and restated and as the same may be further amended, restated, modified and/or supplemented from time to time, the "Security Agreement").

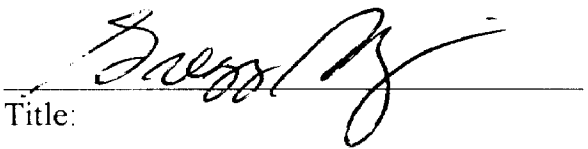
This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 3rd day of May, 1999.

MID-AMERICAN IMAGING INC.,
as Assignor

By: 
Title: *Russell D. Phillips*
secretary

BANKERS TRUST COMPANY, as Collateral
Agent, as Assignee

By: 
Title:

GREGORY SHEERIN
PRINCIPAL

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 13th day of May, 1999, before me personally came Russell D. Phillips who, being by me duly sworn, did state as follows: that he is Secretary of MID-AMERICAN IMAGING INC., that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public

13 MAY 1999
NOTARY PUBLIC STATE OF NEW YORK
#0774000702
COUNTY OF NEW YORK
COMMISSION EXPIRES 15, 2000

MARK

REG. NO.

REG. DATE

Mai Mid American Imaging Inc.

1,698,197

June 30, 1992