Client Code: INSIHEL.036T

03-22-2001



TO THE ASSISTANT COMMISSIO

101644545

Name of conveying party(ies): (If multiple assignors, list numerically)

Maxum Health Corp.

- () Individual
- () Association
- () General Partnership
- () Limited Partnership
- (x) Corporation State: Delaware
- () Other:

Additional name(s) of conveying party(ies) attached?

()

Yes

(X)

No

VER SHEET **JLY**

cord the attached original documents or

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

Name: InSight Health Services Corp.

Street Address: 4400 MacArthur Blvd, Suite 800 City: Newport Beach State: CA ZIP: 92660

- () Individual
- () Association
- () General Partnership
- () Limited Partnership
- (x) Corporation State: Delaware
- () Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: () Yes (X) No

(Designations must be a separate document from Assignment) Additional name(s) and address(es) attached?

()

(X)

No

- Nature of conveyance:
 - (x) Assignment
 - () Merger
 - () Security Agreement
 - () Change of Name
 - () Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) February 28, 2001

Application number(s) or registration number(s):

Yes

- Trademark Application No(s):
- Trademark Registration Nos: b. 1,634,498

Additional numbers attached? ()

Yes

(X)

No

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

Name:

Diane M. Reed

KNOBBE, MARTENS, OLSON & BEAR, LLP

Customer No. 20,995

Internal Address: Sixteenth Floor

Street Address: 620 Newport Center Drive

City: Newport Beach State: CA ZIP: 92660

Attorney's Docket No.: INSIHEL.006T

Total number of registrations involved: 1

- 7. Total fee (37 CFR 3.41): \$40
- (X) Enclosed
- (X) Authorized to be charged to deposit account

Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

Statement and signature. 9.

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.

Diane M. Reed

Name of Person Signing

Total number of pages including cover sheet, attachments and document: 3

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

03/21/2001 TDIAZ1

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

> **TRADEMARK** REEL: 002255 FRAME: 0061

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the Altay of Elbhau , 2001, by and between Maxum Health Corp., a Delaware corporation having a place of business at Dallas, Texas ("ASSIGNOR"), and InSight Health Services Corp., a Delaware corporation having a place of business at Newport Beach, California ("ASSIGNEE").

WHEREAS, ASSIGNOR adopted, used, and registered the trademark listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (collectively referred to as "Trademark") worldwide:

WHEREAS, ASSIGNOR acquired goodwill associated with and symbolized by said Trademark and did not abandon the same:

WHEREAS, ASSIGNOR obtained the federal trademark registration relating to the Trademark listed in Schedule B, attached hereto and incorporated herein by reference (the "Registration");

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the Trademark and Registration worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademark and Registration worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademarks set forth in Schedule A;
- the Registration set forth in Schedule B; and (2)
- any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or (3) any of its licensees;

together with the goodwill symbolized by said Trademarks, Registration, and other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees concurrent with the transfer of certain tangible assets as indicia of said goodwill.

Maxum Health Corp. a Delaware corporation InSight Health Services Corp. a Delaware corporation

REEL: 002255 FRAME: 0062

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Marks: MAXUM

MAXUM X and Design

SCHEDULE B

Federal Trademark Registration:

MARK

MAXUM X and Design

REG. NO. 1,634,498 REG. DATE

February 5, 1991

INTL. CLASS

42

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TRADEMARK
REEL: 002255 FRAME: 0063

RECORDED: 03/05/2001