

04-04-2003



102409841

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 4-1-03
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

04/03/2003 LNUELLER 00000204 2467830

FOR OFFICE USE ONLY

01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Ingrid Olson McClintock

Name of Person Signing



Signature

3-31-03

Date Signed



RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

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Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

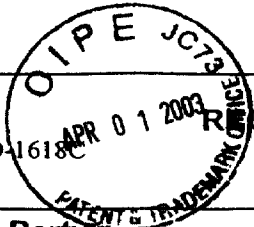
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
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Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

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Citizenship State of Incorporation/Organization

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Enter Additional Receiving Party

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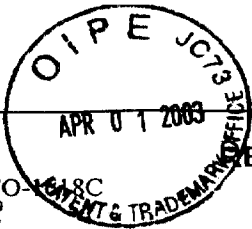
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Registration Number(s)

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 27, 2003 (this "Agreement"), among ARS HOLDING, INC., a Delaware corporation, (the "Parent"), AMERICAN RADIOLOGY SERVICES, INC., a Delaware corporation ("ARS"), AMERICAN RADIOLOGY ASSOCIATES, P.A., a Maryland professional association ("ARA"; and collectively with ARS, the "Borrowers"), the other Persons (such capitalized term and all other capitalized terms not otherwise defined herein to have the meanings provided for in the Security Agreement referred to below) identified in the signature page hereof (the Parent, the Borrowers and such other Persons are each referred to herein, individually, as a "Grantor" and, collectively, as the "Grantors"), and BANK OF AMERICA, N.A., as administrative agent and collateral agent (in such capacity, the "Administrative Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Security Agreement dated as of March 27, 2003 (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors and the Administrative Agent and in order to obtain the benefits referred to therein, each Grantor has granted to the Administrative Agent a security interest in substantially all of such Grantor's property, including, without limitation, the Collateral referred to in Section 1 below; and

WHEREAS, pursuant to the Security Agreement, each Grantor has agreed to execute this Agreement in respect of its Collateral for recording with the U.S. Patent and Trademark Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, each Grantor and the Administrative Agent agree as follows:

1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto opposite the name of such Grantor, as Schedule A may be supplemented from time to time by supplements to the Security Agreement and this Agreement which may be executed and delivered by such Grantor to the Administrative Agent from time to time (the "Trademarks");

(b) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(c) any and all Proceeds of the foregoing.

2. Security for Obligations. The pledge and collateral assignment of, and the grant of a security interest in, the Collateral by each Grantor under this Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without reference to the conflicts of laws principles thereof.

[Signatures follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

ARS HOLDING, INC.

By: [Signature]
Name: ROBERT F. CARFAGNO
Title: President

Address for notices to any Grantor:
c/o American Radiology Services, Inc.
1838 Greene Tree Road, Suite 450
Baltimore, MD 21208
Attention: Robert Carfagno
Telephone: 410-484-1900
Facsimile: 410-415-6899

**AMERICAN RADIOLOGY SERVICES,
INC.**

By: [Signature]
Name: ROBERT F. CARFAGNO
Title: President


**AMERICAN RADIOLOGY ASSOCIATES,
P.A.**

By: [Signature]
Name: Susan H. Wyatt, M.D.
Title: President

**RADIOLOGY ALLIANCE DELIVERY
SYSTEM, LLC**

By: American Radiology Services, Inc., its
sole member
By: [Signature]
Name: ROBERT F. CARFAGNO
Title: President

BANK OF AMERICA, N.A.,
as Administrative Agent
(“Administrative Agent”)

By: 

Name:

Title:

KRISTINE THENNES
Vice President

**Address for notices to
Administrative Agent:**
Bank of America, N.A.
Agency Management
231 S LaSalle St.
Mail Code: IL1-231-08-30
Chicago, IL 60604
Attention: Kristine Thennes
Telephone: 312-828-1657
Facsimile: 877-206-8412

STATE OF Maryland
COUNTY OF Baltimore

I, Susan G. Passano, a Notary Public for said County and State, do hereby certify that Robert F. Carfagno personally came before me this day and acknowledged that (s)he is President/CEO of ARS Holding, Inc., a Delaware corporation, and acknowledged, on behalf of ARS Holding, Inc., the due execution of the foregoing instrument.

Witness my hand and official seal, this the 27 day of March, 2003.

(Official Seal)

Susan G. Passano
Notary Public

My Commission expires 9/1/05

STATE OF Maryland
COUNTY OF Baltimore

I, Susan G. Passano, a Notary Public for said County and State, do hereby certify that Robert F. Carfagno personally came before me this day and acknowledged that (s)he is President/CEO of American Radiology Services, Inc., a Delaware corporation, and acknowledged, on behalf of American Radiology Services, Inc., the due execution of the foregoing instrument.

Witness my hand and official seal, this the 27 day of March, 2003.

(Official Seal)

Susan G. Passano
Notary Public

My Commission expires 9/1/05

STATE OF Maryland
COUNTY OF Baltimore

I, Susan G. Passano, a Notary Public for said County and State, do hereby certify that Susan Wyatt personally came before me this day and acknowledged that (s)he is President/CEO of American Radiology Associates, P.A., a Maryland professional association, and acknowledged, on behalf of American Radiology Associates, P.A., the due execution of the foregoing instrument.

Witness my hand and official seal, this the 27 day of March, 2003.

(Official Seal)

Susan G. Passano
Notary Public

My Commission expires 9/1/05

STATE OF Maryland
COUNTY OF Baltimore

I, Susan G. Passano, a Notary Public for said County and State, do hereby certify that Robert F. Carfagno President/CEO of Radiology Alliance Delivery System, LLC, a Maryland limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company

Witness my hand and official seal, this the 27 day of March, 2003.

(Official Seal)

Susan G. Passano
Notary Public

My Commission expires 9/1/05

Registered Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
American Radiology Services, Inc.	USA	ARS	2,467,830	07/10/2001
American Radiology Services, Inc.	USA	A American Radiology Services and Design	2,215,195	12/29/1998