

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InSight Health Services Corp.		09/22/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	100 Wall Street		
Internal Address:	Suite 1600		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2485208	INSIGHT	
Registration Number:	2229303	INSIGHT HEALTH SERVICES	
Registration Number:	1634498	MAXUM X	
Registration Number:	2432997	OPEN MRI	
CORRESPONDENCE DATA			
Fax Number:	(650)838-5172		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-838-3725		
Email:	denise.lo@shearman.com		
Correspondent Name:	Denise Lo		
Address Line 1:	1080 Marsh Road		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
NAME OF SUBMITTER:	Denise Lo		

CH \$115.00 2485208

Signature:

/Denise Lo/

Date:

09/22/2005

Total Attachments: 7

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**GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Insight Health Services Corp., a Delaware corporation (the "**Grantor**"), having its chief executive office at 26250 Enterprise Court, Suite 100, Lake Forest, CA 92630, hereby grants to U.S. Bank National Association, as Collateral Agent, (the "**Grantee**"), with offices at 100 Wall Street, Suite 1600 New York, NY 10005, a security interest in and mortgages all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Patent and Trademark Collateral**"), whether presently existing or hereafter arising or acquired:

- (i) each United States patent and patent application, including each Patent and patent application referred to on Schedule A hereto;
- (ii) each Patent License, including each Patent License listed on Schedule A hereto;
- (iii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark registration and Trademark application referred to in Schedule B hereto;
- (iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (v) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent, Trademark or Trademark registration listed on Schedule A or B hereto, or under any Patent, Trademark or Trademark registration licensed under any Patent License or Trademark License, including any such license listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS GRANT OF SECURITY INTEREST is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantor, the Grantee and certain other parties dated as of September 22, 2005, as amended, modified or supplemented from time to time (the "**Security Agreement**").

THIS GRANT OF SECURITY INTEREST has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee 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 Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS GRANT OF SECURITY INTEREST SHALL BE GOVERNED BY AND
CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW
YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL
OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO
CONFLICTS OF LAWS PRINCIPLES.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 22 day of September, 2005.

InSight Health Services Corp., as Grantor

By: Michael Hill
Name: Michael Hill
Title: EVF and CEO

U.S. Bank National Association,
as Collateral Agent, as Grantee

By: _____
Name:
Title:

~~STATE OF _____)
_____)
OF _____)~~

~~The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of InSight Health Services Corp., a Delaware corporation, on behalf of InSight Health Services Corp.~~

~~_____
Notary Public
My commission expires:~~

Notarial Seal

see attached

Schedule A to Patent and Trademark Grant of Security Interest

Patents and Patents Applications

None.




Patent Licenses

None.

Schedule B to Patent and Trademark Grant of Security Interest

Trademarks

Federal Trademarks:

INSIGHT	017T	76/126,941 9/12/00	2,485,208 9/4/01	42	9/4/11	Registered
	002T	75/089,138 4/10/96	2,229,303 3/2/99	42	3/2/09	Registered
	006T	73/832,073 10/10/89	1,634,498 2/5/91	42	2/5/11	Registered
	010T	75/754,182 7/19/99	2,432,997 3/6/01	42	3/6/11	Registered

Trademark Licenses

None.

State of California

County of Orange

} ss.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On September 20, 2005 before me, Kevin Hughes
Date Printed Name of Notary Public

personally appeared Mitch Hill
Printed Name(s) of Signer(s)

- personally known to me - or -
- proved to me on the basis of satisfactory evidence:
 - form(s) of identification _____
 - credible witness(es) _____

to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
Signature of Notary Public

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of "Grant of Security Interest in United States Patents and Trademarks", containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s) _____
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> Other	

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 22 day of September, 2005.

Insight Health Services Corp., as Grantor

By: _____

Name:
Title:

U.S. Bank National Association,
as Collateral Agent, as Grantee

By: Jean Clarke

Name: **Jean Clarke**
Title: **Assistant Vice President**

STATE OF New York
County OF Queens

The foregoing instrument was acknowledged before me this 21 day of September, 2005 by Jean Clarke as Vice President of U.S. Bank National Association, on behalf of U.S. Bank National Association.

Janet P. O'Hara
Notary Public

My commission expires:

Notarial Seal

Janet P. O'Hara
Notary Public State of New York
No. 010E5087549
Qualified in Queens County
Commission Expires Nov 3, 2005