

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT										
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest										
<b>CONVEYING PARTY DATA</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Name</th> <th style="width: 25%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 5%;">Entity Type</th> </tr> <tr> <td>Nighthawk Radiology Services, LLC</td> <td></td> <td>04/05/2007</td> <td>LIMITED LIABILITY COMPANY: IDAHO</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Nighthawk Radiology Services, LLC		04/05/2007	LIMITED LIABILITY COMPANY: IDAHO			
Name	Formerly	Execution Date	Entity Type								
Nighthawk Radiology Services, LLC		04/05/2007	LIMITED LIABILITY COMPANY: IDAHO								
<b>RECEIVING PARTY DATA</b>											
Name:	Morgan Stanley & Co. Incorporated										
Street Address:	1585 Broadway										
City:	New York										
State/Country:	NEW YORK										
Postal Code:	10036										
Entity Type:	Collateral Agent:										
<b>PROPERTY NUMBERS Total: 5</b>											
Property Type	Number	Word Mark									
Serial Number:	78922839	NIGHTHAWK RADIOLOGY SERVICES									
Registration Number:	2930796	DAYHAWK									
Serial Number:	78483946	DAYHAWK RADIOLOGY SERVICES									
Serial Number:	78961728	TALON									
Serial Number:	78961725	TALON WORKFLOW MANAGEMENT TECHNOLOGIES									
<b>CORRESPONDENCE DATA</b>											
Fax Number:	(212)354-8113										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	212-819-8923										
Email:	trademarkdocket@whitecase.com										
Correspondent Name:	Matthew Bart										
Address Line 1:	1155 Avenue of the Americas										
Address Line 2:	White & Case LLP										
Address Line 4:	New York, NEW YORK 10036										

CH \$140.00 78922839

900077451

**TRADEMARK**  
**REEL: 003546 FRAME: 0626**

ATTORNEY DOCKET NUMBER:	1130558-0015
NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	05/22/2007
<b>Total Attachments: 4</b> source=Trademark Grant - NightHawk#page1.tif source=Trademark Grant - NightHawk#page2.tif source=Trademark Grant - NightHawk#page3.tif source=Trademark Grant - NightHawk#page4.tif	

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Nighthawk Radiology Services, LLC, an Idaho limited liability company (the “Grantor”) with principal offices at 250 Northwest Blvd., #202, Coeur d’Alene, Idaho, 83814, hereby grants to Morgan Stanley & Co. Incorporated, as Collateral Agent, with principal offices at 1585 Broadway, New York, New York 10036 (the “Grantee”), a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Guaranty and Collateral Agreement referred to below) and products 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.

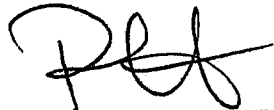
THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Guaranty and Collateral Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of April 5, 2007 (as amended, modified, restated and/or supplemented from time to time, the “Guaranty and Collateral Agreement”).

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guaranty and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Guaranty and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall govern.



**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the  
5 day of April, 2007.

NIGHTHAWK RADIOLOGY SERVICES, LLC,  
as Grantor

By   
Name: Paul Carter  
Title: VP + General Counsel

MORGAN STANLEY & CO. INCORPORATED,  
as Collateral Agent and Grantee

By   
Name:   
Title: **Eugene F Martin**  
**Managing Director**  
**Morgan Stanley & Co., Inc.**

<b><u>Registered Owner</u></b>	<b><u>Mark</u></b>	<b><u>Registration/Serial No.</u></b>
Nighthawk Radiology Services, LLC	Nighthawk Radiology Services [Logo]	78/922,839
Nighthawk Radiology Services, LLC	DayHawk	2,930,796
Nighthawk Radiology Services, LLC	DayHawk Radiology Services [ Logo]	78/483946
Nighthawk Radiology Services, LLC	TALON	78/961,728
Nighthawk Radiology Services, LLC	TALON (Workflow Management Technologies) [Logo]	78/961,725