

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RadNet, Inc.		08/23/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	2 Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76671533	RADNET,INC.	
Serial Number:	76671519	DID YOU KNOW?	
Serial Number:	76672153		
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-993-2698		
Email:	magdalini.rizakos@lw.com		
Correspondent Name:	Magdalini Rizakos c/o Latham & Watkins		
Address Line 1:	233 S. Wacker Drive, Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Magdalini Rizakos		
Signature:	/mr/		
Date:	08/28/2007		

OP \$90.00 76671533

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TRADEMARK
REEL: 003609 FRAME: 0629

Total Attachments: 5

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REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF NOVEMBER 15, 2006 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "*INTERCREDITOR AGREEMENT*"), BETWEEN GENERAL ELECTRIC CAPITAL CORPORATION, AS FIRST LIEN AGENT (AS DEFINED THEREIN), AND GENERAL ELECTRIC CAPITAL CORPORATION, AS SECOND LIEN AGENT (AS DEFINED THEREIN). ANYTHING CONTAINED HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS GRANTED TO THE SECOND LIEN AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF CERTAIN RIGHTS OR REMEDIES BY THE SECOND LIEN AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

SUPPLEMENTAL SECOND LIEN TRADEMARK SECURITY AGREEMENT

SUPPLEMENTAL SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of August 23, 2007, by RADNET, INC., a New York corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of the date hereof by and among Radnet Management, Inc. ("Borrower"), the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Term Loan C to Borrower;

WHEREAS, Agent and Lenders are willing to make the Term Loan C as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Second Lien Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

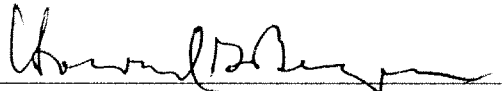
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RADNET, INC.

By: 
Name: Howard G. Berger, M.D.
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____
Name: _____
Title: _____

[Signature Page to Supplemental Second Lien Trademark Security Agreement]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RADNET, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Name: Andrew D Moore
Title: Duly Authorized Signatory

[Signature Page to Supplemental Second Lien Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Servicemark for “RadNet, Inc.” and Design bearing Application No. 76/671,533

Trademark for “DID YOU KNOW” bearing Application No. 76/671,519

Trademark for “ADVANCED IMAGING CENTER A RADNET CENTER” and Design bearing Application No. 76,672,153