

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nighthawk Radiology Services, LLC		07/10/2007	LIMITED LIABILITY COMPANY: IDAHO
RECEIVING PARTY DATA			
Name:	Morgan Stanley & Co. Incorporated		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Collateral Agent:		
PROPERTY NUMBERS Total: 5			
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	
CORRESPONDENCE DATA			
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:	White & Case LLP		
Address Line 2:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		

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TRADEMARK  
 REEL: 003634 FRAME: 0835

ATTORNEY DOCKET NUMBER:	1130558-0015
NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	10/05/2007
<p>Total Attachments: 4 source=Document (4)#page1.tif source=Document (4)#page2.tif source=Document (4)#page3.tif source=Document (4)#page4.tif</p>	

**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 Amended and Restated Guaranty and Collateral Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of July 10, 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  
10 day of July, 2007.

NIGHTHAWK RADIOLOGY SERVICES, LLC,

as Grantor

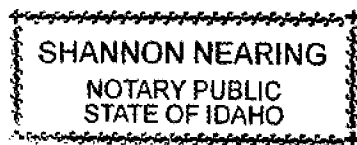
By: [Signature]

Name: Paul Carter

Title: VP + General Counsel

STATE OF Idaho )  
 ) ss.:  
COUNTY OF Kootenai

On this 10 day of July, 2007 before me personally came Paul Carter  
who, being by me duly sworn, did state as follows: that [s]he is General Counsel of Nighthawk  
Radiology Services, LLC, that [s]he is authorized to execute the foregoing Grant on behalf of  
said company and that [s]he did so by authority of the Board of Directors of said  
company.



Shannon Nearing  
Notary Public

Grant of Security Interest in United States Trademarks

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

By Kevin H. Sisson  
Name: KEVIN SISSON  
Title: MANAGING DIRECTOR

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration/Serial No.</u>
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