

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Bristol-Myers Squibb Medical Imaging, Inc.</td> <td></td> <td>01/08/2008</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Bristol-Myers Squibb Medical Imaging, Inc.		01/08/2008	CORPORATION: DELAWARE			
Name	Formerly	Execution Date	Entity Type								
Bristol-Myers Squibb Medical Imaging, Inc.		01/08/2008	CORPORATION: DELAWARE								
RECEIVING PARTY DATA											
Name:	Ableco Finance LLC, as collateral agent										
Street Address:	450 Park Avenue										
City:	New York										
State/Country:	NEW YORK										
Postal Code:	10022										
Entity Type:	LIMITED LIABILITY COMPANY:										
PROPERTY NUMBERS Total: 16											
Property Type	Number	Word Mark									
Serial Number:	78929561	ABLAVAR									
Serial Number:	78464010	ABLAVAR									
Serial Number:	77013614	ACERVANZ									
Serial Number:	77013633	BEZREZ									
Serial Number:	77015342	BRILVIZ									
Serial Number:	78432072	ENVASCEND									
Serial Number:	77015343	FYDRESO									
Registration Number:	3276023	INNOVATORS AT HEART									
Registration Number:	3127726	INTELLIPIN									
Serial Number:	77015344	ONVUSAV									
Serial Number:	77149135	UDS RADIOPHARMACY									
Serial Number:	78432119	RECEPAA									
Serial Number:	78464007	SPANTRIA									
Registration Number:	3129463	SPOTLIGHT ON CONTRAST									

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TRADEMARK
REEL: 003698 FRAME: 0493

Serial Number:	77015345	VIZLUMIC
Serial Number:	77015346	VIZLUMIV

CORRESPONDENCE DATA

Fax Number: (212)593-5955

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-756-2264

Email: marc.wyttenbach@srz.com

Correspondent Name: Marc Wyttenbach, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: 19th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951.0869
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NAME OF SUBMITTER:	Marc A. Wyttenbach, Esq. (014951.0869)
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Signature:	/kc for maw/
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Date:	01/17/2008
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Total Attachments: 4

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

WHEREAS, Bristol-Myers Squibb Medical Imaging, Inc., a Delaware corporation (the "Grantor") own the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated January 8, 2008 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties and the L/C Issuer (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties and the L/C Issuer, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of January 8, 2008.

BRISTOL-MYERS SQUIBB MEDICAL
IMAGING, INC.

By: *Donald R. Kiepert*

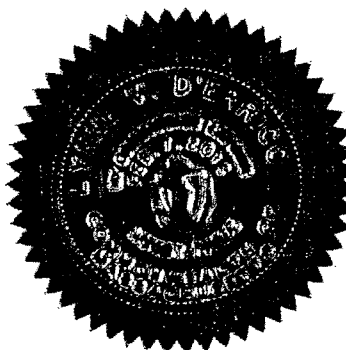
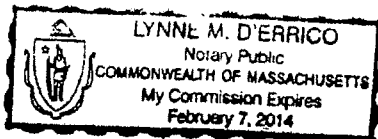
Name:

Title:

STATE OF MA ss.:
COUNTY OF Middlesex

On this ____ day of January, 2008, before me personally came Donald R. Kiepert, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the President of Bristol-Myers Squibb Medical Imaging, Inc., a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of Bristol-Myers Squibb Medical Imaging, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Lynne M. D'Errico
[NOTARY SEAL]



Trademark Assignment

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

TRADEMARK	APPL. NO. / REG. NO.	APPL. DATE / REG. DATE
ABLAVAR	78/929,561	07/14/2006
ABLAVAR	78/464,010	08/09/2004
ACERVANZ	77/013,614	10/04/2006
BEZREZ	77/013,633	10/04/2006
BRILVIZ	77/015,342	10/06/2006
CARDIOLITE	73/662,052 1,484,982	05/21/1987 04/19/1988
DEFINITY	75/479,438 2,478,324	05/05/1998 08/14/2001
ENVASCEND	78/432,072	06/09/2004
FYDRESO	77/015,343	10/06/2006
INNOVATORS AT HEART	78/210,142 3,276,023	02/03/2003 08/07/2007
INTELLIPIN	78/436,013 3,127,726	06/16/2004 08/08/2006
MIRALUMA	75/237,528 2,276,361	02/06/1997 09/07/1999
NEUROLITE	73/700,614 1,496,535	12/14/1987 07/19/1988
ONVUSAV	77/015,344	10/06/2006
RADIOPHARMACY logo	77/149,135	04/05/2007
RECEPAA	78/432,119	06/09/2004
SPANTRIA	78/464,007	08/09/2004
SPOTLIGHT ON CONTRAST	78/698,194 3,129,463	08/23/2005 08/15/2006
TECHNELITE	74/254,668 1,812,837	03/12/1992 12/21/1993
TECHNELITE (Stylized)	74/254,537 1,812,836	03/12/1992 12/21/1993
VIALMIX	78/100,860 2,628,446	01/04/2002 10/01/2002
VIZLUMIC	77/015,345	10/06/2006
VIZLUMIV	77/015,346	10/06/2006