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
Radiologic Enterprises, Inc.		04/01/2008	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	201 Merritt 7
Internal Address:	6th Floor
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2248732	RESOURCES ON CALL
Registration Number:	2516865	GOOD MEDICINE FOR YOUR CAREER
Registration Number:	2592512	RESOURCES@WORK
Registration Number:	2637565	ON CALL

OP $115.00 2248732

CORRESPONDENCE DATA

Fax Number: (312)993-2622
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-993-2622
Email: gayle.grocke@lw.com
Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	025646-0413

NAME OF SUBMITTER:	Gayle D. Grocke
Signature:	/gdg/
Date:	04/01/2008

Total Attachments: 5
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2008, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of August 9, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NF Holdings Corporation, a Delaware corporation (the "Borrower"), Holdings, the Lenders and the L/C Issuers from time to time party thereto and Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Joinder Agreement of even date herewith in favor of the Administrative Agent (the "Joinder Agreement"), to become a party to the Guaranty and Security Agreement dated as of August 9, 2007 as a Grantor thereunder (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower;

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to extend credit or to continue to extend credit to Borrower under the Credit Agreement, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

RADIOLOGIC ENTERPRISES, INC., as Grantor

By: _____
Name: Patrick McColpin
Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name:
Title: Duly Authorized Signatory

[Signature Page to 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.

RADIOLOGIC ENTERPRISES, INC., as Grantor

By: _____
Name: Patrick McColpin
Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name: John Dale
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

Schedule I
to
Trademark Security Agreement
Trademark Registrations

REGISTERED TRADEMARKS

Service Mark	Registration Date	Registration No.	Serial No.
RESOURCES ON CALL®	June 1, 1999	2248732	75322128
GOOD MEDICINE FOR YOUR CAREER®	December 11, 2001	2516865	76093152
RESOURCES@WORK®	July 9, 2002	2592512	76022212
ON CALL®	October 15, 2002	2637565	75902677

TRADEMARK APPLICATIONS

None

IP LICENSES

Software License Agreement dated June 2, 1999 by and between VCG, Inc. and Resources On Call, as amended and supplemented