

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
CEDARA SOFTWARE (USA) LIMITED		06/04/2008	COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MERRICK RIS, LLC		
Street Address:	233 NORTH MICHIGAN AVENUE		
Internal Address:	SUITE 2330		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	SECURED PARTY:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76403008	CALSCORE	
Serial Number:	78184787	PRIMELUNG	
Serial Number:	78184793	VITRAK	
CORRESPONDENCE DATA			
Fax Number:	(310)277-4730		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(310) 277-4110		
Email:	bdaigle@mwe.com		
Correspondent Name:	BRIAN DAIGLE		
Address Line 1:	2049 CENTURY PARK EAST		
Address Line 2:	SUITE 3800		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067-3218		
ATTORNEY DOCKET NUMBER:	79134-17		

CH \$90.00 76403008

NAME OF SUBMITTER:	BRIAN DAIGLE
Signature:	/BRIAN DAIGLE/
Date:	06/06/2008
Total Attachments: 3 source=59146.10 Cedara Software (USA) Limited - Grant of Security Interest - Trademarks#page1.tif source=59146.10 Cedara Software (USA) Limited - Grant of Security Interest - Trademarks#page2.tif source=59146.10 Cedara Software (USA) Limited - Grant of Security Interest - Trademarks#page3.tif	

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of June 4, 2008, is executed by Cedara Software (USA) Limited, a Delaware corporation (the "Grantor"), in favor of Merrick RIS, LLC, as the Secured Party (the "Secured Party").

A. Pursuant to that certain Securities Purchase Agreement, dated as of May 21, 2008, among Merge Healthcare Incorporated, Cedara Software (USA) Limited, Merge eMed, Inc. Cedara Software Corp., Cedara Software Limited, eFilm Medical Inc., Merge Cedara ExchangeCo Limited, Merge Technologies Holdings Co. and the Secured Party, the Secured Party has agreed to purchase that certain Senior Secured Term Note due June 4, 2010 (or other date as set forth therein) in the original aggregate principal amount of \$15,000,000, as the same may be amended from time to time.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules I-A and I-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into a Security Agreement (Intellectual Property) dated as of June 4, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Secured Party.

D. Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

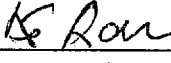
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference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

The Secured Party's address is:

Merrick RIS, LLC
233 North Michigan Avenue, Suite 2330
Chicago, Illinois 60601

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

**CEDARA SOFTWARE (USA)
LIMITED**

By: 
Name: Kenneth D. Rardin
Title: Chief Executive Officer

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Mark</u>	<u>Date Filed</u>	<u>Serial No.</u>
CALSCORE	05-01-2002	76403008
PRIMELUNG	11-13-2002	78184787
VITRAK	11-13-2002	78184793

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

None.

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