

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 Corp.		06/04/2008	INC. ASSOCIATION: CANADA
RECEIVING PARTY DATA			
Name:	Merrick RIS, LLC		
Street Address:	233 North Michigan Avenue, Suite 2330		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2520905	CEDARA	
Registration Number:	2367321	DICOM IMAGE MANAGER	
Registration Number:	2361063	DICOMIT	
Registration Number:	3236151	ORTHOWORKS	
Registration Number:	3370159	ILUMIVIEW	
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, portega@mwe.com		
Correspondent Name:	BRIAN DAIGLE		
Address Line 1:	2049 Century Park East, 38th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	79134-017		

CH \$140.00 2520905

NAME OF SUBMITTER:	BRIAN DAIGLE
Signature:	/BRIAN DAIGLE/
Date:	06/12/2008
Total Attachments: 3 source=CA Trademark Security Agreement#page1.tif source=CA Trademark Security Agreement#page2.tif source=CA Trademark Security Agreement#page3.tif	

CANADIAN TRADEMARK SECURITY AGREEMENT

THIS GRANT OF SECURITY INTEREST, dated as of June 4, 2008, is executed by Cedara Software Corp., an Ontario corporation (the "Grantor"), in favour 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 inter alia, the Grantor, Merge Technologies Holdings Co., eFilm Medical Inc., Merge Cedara ExchangeCo Limited, Cedara Software Limited 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 U.S. \$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 1-A and 1-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 and the Canadian Intellectual Property Office (collectively, the "Trademarks").

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

D. Pursuant to the Canadian 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 the customer lists 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 Canadian 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 Canadian 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 CORP.,
an Ontario corporation

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

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Mark	Date Filed	Application No./ Registration No.
CAMRA	03-04-1987	0579339 / TMA350672
CEDARA	09-22-1999	1029717 / TMA548259
DICOM IMAGE MANAGER	12-22- 1994	0770225 / TMA459736
DICOMIT	12-05-1994	0770226 / TMA492215
IAP	03-08-1994	0749182 / TMA508129
IAP & DESIGN	03-08-1994	0749181 / TMA508120
ICAR	10-27-1989	0643535 / TMA383562
ISG & DESIGN	02-03-1993	0721910 / TMA431494
SILHOUETTE	03-02-1994	0748628 / TMA479935
INTERPRA MEDICAL IMAGING NETWORK	03-17-1997	0839597 / TMA492863
CEDARA	10-01-1999	75812743 / 2520905
DICOM IMAGE MANAGER	08-28-1995	74722000 / 2367321
DICOMIT	09-04-1997	75350963 / 2361063
ORTHOWORKS	10-14-2005	78733488 / 3236151
ILUMIVIEW	02-06-2004	78363873 / 3370159

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

None.