Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Center for Diagnostic Imaging, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Minnesota
☐ Other

Citizenship (see guidelines) Minnesota

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☐ No

Name: Wells Fargo Bank, National Association
Internal Address:
Street Address: 90 S. 7th Street, N9305- 051
City: Minneapolis
State: Minnesota
Country: USA Zip: 55402

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other Nat'l Banking Assn. Citizenship United States

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) July 31, 2009

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
77/691,911

B. Trademark Registration No.(s)
3,138,536 3,173,753

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Chapman and Cutler LLP
Internal Address: Attn: Brian Coughlan
Street Address: 595 Market Street, Suite 2600
City: San Francisco
State: CA Zip: 94105
Phone Number: 415-541-0500
Fax Number: 415-541-0506
Email Address: coughlan@chapman.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 90

☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

Deposit Account Number
Authorized User Name

9. Signature:

Signature — August 10, 2009 Date

Brian Coughlan
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/11/2009
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OP $90.00 77691911

GRANT OF TRADEMARK SECURITY INTEREST

GRANT OF TRADEMARK SECURITY INTEREST (this *"Grant"*), dated as of July 31, 2009, made by Center for Diagnostic Imaging, Inc., a Minnesota corporation, located at 5775 Wayzata Blvd., Suite 400, Minneapolis, Minnesota 55416 (the *"Grantor"*), in favor of Wells Fargo Bank, National Association, as administrative agent (in such capacity, *"Administrative Agent,"* and referred to herein as *"Secured Party"*). Each capitalized term used in this Grant that is not defined in the Guarantee and Collateral Agreement (as defined below), the Credit Agreement (as defined below) or in this Grant, but that is defined in the New York UCC shall have the meaning set forth in Articles 1, 8 or 9 of the New York UCC.

WHEREAS, the Grantor owns and uses in its business, and will, in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

WHEREAS, the Grantor has entered into a Credit Agreement, dated as of July 31, 2009 (said Credit Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time, being the *"Credit Agreement"*), with Diagnostic Imaging Holdings, Inc., a Delaware corporation, the financial institutions party thereto from time to time (each, individually referred to herein as a *"Lender"* and collectively, as *"Lenders"*), Secured Party and the Syndication Agent named therein, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Grantor;

WHEREAS, the Grantor may from time to time enter, or may from time to time have entered, into one or more swap agreements in respect of interest rates (collectively, the *"Specified Swap Agreements"*) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Specified Swap Agreements are entered into; and

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of July 31, 2009 (said Guarantee and Collateral Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time, being the *"Guarantee and Collateral Agreement"*), among the Grantor, Secured Party and the other grantors named therein, the Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to Secured Party pursuant to the Guarantee and Collateral Agreement, the Grantor hereby collaterally assigns to Secured Party, and hereby grants to Secured Party a security interest in, all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (the *"Trademark Collateral"*):

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or

TRADEMARK
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business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (including, without limitation, those listed in Schedule A), and the right to obtain all renewals thereof; and

(ii) all Proceeds, Supporting Obligations and products of any and all of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the "Collateral" include, and the Grantor shall not be deemed to have granted a security interest in any of the Grantor's rights in or under, any United States intent-to-use trademark or service mark application to the extent that, and solely during the period prior to the filing of evidence of use of such trademark or service mark, the grant of a security interest therein would invalidate such intent-to-use trademark or service mark application under Federal law.

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

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this GRANT OF TRADEMARK SECURITY INTEREST to be duly executed and delivered by its officer thereunto duly authorized as of the 31st day of July, 2009.

CENTER FOR DIAGNOSTIC IMAGING, INC.

By: James F. Stanley
Name: James F. Stanley
Title: Chief Financial Officer

SCHEDULE A TO
GRANT OF TRADEMARK SECURITY INTEREST

MARK	REGISTRATION/CASE NUMBER	REGISTRATION/ FILING DATE	OWNER
CDI (DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS)	U.S. Registration No: 3,138,536	Registration Date: September 5, 2006	Center for Diagnostic Imaging, Inc.
CENTER FOR DIAGNOSTIC IMAGING CDI (DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS)	U.S. Registration No: 3,173,753	Registration Date: November 21, 2006	Center for Diagnostic Imaging, Inc.
Health Alliance (DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS)	Application No.: 77/691,911	Filing Date: March 16, 2009	Center for Diagnostic Imaging, Inc.

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3579125

Trademark Grant