

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Deutsche Bank Trust Company Americas		12/01/2009
			Entity Type Administrative Agent: GERMANY
RECEIVING PARTY DATA			
Name:	Alliance Oncology, LLC		
Street Address:	100 Bayview Circle		
Internal Address:	Suite 400		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3643437	ALLIANCE ONCOLOGY
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128198200		
Email:	fcutajar@whitecase.com		
Correspondent Name:	White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patents & Trademarks		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1104031-0575		
NAME OF SUBMITTER:	Frances B. Cutajar		
Signature:	/Frances B. Cutajar/		

OP \$40.00 3643437

Date:

12/03/2009

Total Attachments: 10

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RELEASE OF GRANT OF TRADEMARK SECURITY INTEREST

This **RELEASE OF GRANT OF TRADEMARK SECURITY INTEREST** (this "Release") dated as of December 1, 2009 hereby terminates and releases, without recourse, representation or warranty, all of the undersigned's interests including all security interests in and liens on the trademarks set forth on Exhibit A (together with the goodwill of the business symbolized by the trademarks, and in all registrations or applications for registration thereof) (collectively, the "Trademark Collateral") created under that certain **GRANT OF TRADEMARK SECURITY INTEREST**, dated as of August 5, 2009 (the "Assignment"), entered into by **ALLIANCE ONCOLOGY, LLC**, a Delaware limited liability company (the "Grantor") and **DEUTSCHE BANK TRUST COMPANY AMERICAS**, as Administrative Agent ("Secured Party"), as recorded in the U.S. Patent and Trademark Office on August 5, 2009 at Reel/Frame number 004038/0511, a copy of which is attached as Exhibit B, and the undersigned hereby acknowledges and agrees that it has no further interests in such Trademark Collateral and that such Assignment is terminated and of no further force and effect.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this release to be duly executed and delivered as of the date first written above.

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Administrative Agent

By: Carin Keegan
Name: Carin Keegan
Its: Director

By: Scotty Lindsey
Name: Scotty Lindsey
Its: Director

EXHIBIT A

TRADEMARK COLLATERAL

MARK	REG/APPL No.	OWNER
ALLIANCE ONCOLOGY	3,643,437; 77/626082	Alliance Oncology, LLC

EXHIBIT B

Reel/Frame number 004038/0511

(see attached)

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alliance Oncology, LLC		08/04/2009	LIMITED LIABILITY COMPANY, DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as Administrative Agent and Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Unknown: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77628082	ALLIANCE ONCOLOGY	
CORRESPONDENCE DATA			
Fax Number:	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	gdurham@omm.com		
Correspondent Name:	Gina M. Durham, Esq.		
Address Line 1:	400 South Hope Street		
Address Line 2:	O'Melveny & Myers LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	CM# 212,403-985		
NAME OF SUBMITTER:	Gina M. Durham		
Signature:	/Gina M. Durham/		
Date:	08/05/2009		

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TRADEMARK
 REEL: 004107 FRAME: 0406

Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, ALLIANCE ONCOLOGY, LLC, a Delaware limited liability company ("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); and

WHEREAS, Alliance HealthCare Services, Inc. (formerly known as Alliance Imaging, Inc.), a Delaware corporation ("Company"), has entered into a Credit Agreement dated as of November 2, 1999 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Credit Agreement") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders") and Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company), as Administrative Agent for the Lenders (in such capacity, "Secured Party") 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 Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "Lender Interest Rate Agreements") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, "Interest Rate Exchangers"); and

WHEREAS, Grantor has executed and delivered that certain Counterpart to Subsidiary Guaranty, dated as of August 4, 2009, whereby it became party to that certain Subsidiary Guaranty dated as of November 2, 1999 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Guaranty") in favor of Secured Party for the benefit of Lenders and any Interest Rate Exchangers, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Interest Rate Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, Grantor has executed and delivered that certain Assumption Agreement, dated as of August 4, 2009, whereby it became party to that certain Security Agreement dated as of May 25, 2000 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Security Agreement"), among Grantor, Secured Party and the other grantors named therein, pursuant to which 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 Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant

to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (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 business identifiers (including, without limitation, the trademarks set forth on Schedule A annexed hereto) and all rights, title and interest acquired pursuant to a license or otherwise (collectively, the "Trademarks");

(ii) all goodwill associated therewith, 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 (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), and all common-law rights (but in no event any of the obligations) related thereto;

(iii) the right to obtain all renewals thereof;

(iv) any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any of the foregoing;

(v) all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom, in each case to the extent the grant by such Grantor of a security interest pursuant to this Grant of Trademark Security Interest in any such rights, priorities and privileges relating to intellectual property is not prohibited by any contract, agreement or other instrument governing such rights, priorities and privileges without the consent of any other party thereto, would not give any other party to any such contract, agreement or other instrument the right to terminate its obligations thereunder, or is permitted with consent if all necessary consents to such grant of a security interest have been obtained from the relevant parties (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents); and

(vi) to the extent not otherwise included, all proceeds and products of any and all of the foregoing.

For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes all "proceeds" as such term is defined in Section 9-306(1) of the New York UCC.

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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 4th day of August, 2009.

ALLIANCE ONCOLOGY, LLC

By: Eli H. Glivinsky
Name: Eli H. Glivinsky
Title: Secretary

LA1:1375498

Grant of Trademark Security Interest

TRADEMARK
REEL: 004038 FRAME: 0515

TRADEMARK
REEL: 004107 FRAME: 0410

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
Alliance Oncology, LLC	Alliance Oncology	77626082	December 3, 2008

LA111754983

Grant of Trademark Security Interest

RECORDED: 08/05/2009

TRADEMARK
REEL: 004038 FRAME: 0516

RECORDED: 12/03/2009

TRADEMARK
REEL: 004107 FRAME: 0411