

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:	New England Health Enterprises, Inc.		
Street Address:	100 Bayview Circle		
Internal Address:	Suite 300		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3361115	NEW ENGLAND HEALTH IMAGING
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 3361115

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 November 20, 2007 (the "Assignment"), entered into by **NEW ENGLAND HEALTH ENTERPRISES, INC.**, a Massachusetts corporation (the "Grantor") and **DEUTSCHE BANK TRUST COMPANY AMERICAS**, as Administrative Agent ("Secured Party"), as recorded in the U.S. Patent and Trademark Office on November 30, 2007 at Reel/Frame number 003670/0368, 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.

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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

[Signature Page to NEHE, Inc. Release of Grant of Trademark Security Interest]

TRADEMARK
REEL: 004107 FRAME: 0505

EXHIBIT A

TRADEMARK COLLATERAL

MARK	REG/APPL No.	OWNER
NEW ENGLAND HEALTH IMAGING	3,361,115; 78/767736	New England Health Enterprises, Inc.

EXHIBIT B

Reel/Frame number 003670/0368

(see attached)

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Grant of Trademark Security Interest	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New England Health Enterprises, Inc.		11/20/2007	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as Administrative Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Unknown:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78767736	NEW ENGLAND HEALTH IMAGING	
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		
NAME OF SUBMITTER:	Gina M. Durham		
Signature:	/Gina M. Durham/		
Date:	11/30/2007		

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Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, NEW ENGLAND HEALTH ENTERPRISES, INC., a Massachusetts corporation ("**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 Imaging, Inc., a Delaware corporation ("**Company**"), has entered into a First Amendment to Credit Agreement, dated as of May 11, 2000 (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 Bankers Trust Company (now known as Deutsche Bank Trust Company Americas), as Administrative Agent (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 swap agreements (collectively, the "**Lender Swap Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "**Swap Agreement Counterparties**"); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of November 20, 2007 (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 Swap Agreement Counterparties, 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 Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a 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, Grantor has created in favor of Secured Party a security interest in, and Secured Party became 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 rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes: (a) whatever is acquired upon the sale, lease, license, exchange, or other disposition of the Trademark Collateral; (b) whatever is collected on, or distributed on account of, the Trademark Collateral; (c) rights arising out of the Trademark Collateral; (d) to the extent of the value of the Trademark Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Trademark Collateral; (e) to the extent of the value of the Trademark Collateral, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Trademark Collateral (whether or not Secured Party is the loss payee thereof); and (f) whatever is receivable or received when the Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

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 27th day of November, 2007.

NEW ENGLAND HEALTH ENTERPRISES,
INC.

By: 
Name: ELI GLAVINSKY
Title: Secretary

TRADEMARK
REEL: 003670 FRAME: 0372

TRADEMARK
REEL: 004107 FRAME: 0512

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Trademark Applications

	<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Application Date</u>	<u>Application Number</u>
1.	New England Health Enterprises, Inc.	NEW ENGLAND HEALTH IMAGING	12/06/05	78767,736

Schedule A-1

LA2011-1568.2

RECORDED: 11/30/2007

RECORDED: 12/03/2009

TRADEMARK
REEL: 003670 FRAME: 0373

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