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
Radnet, Inc.		04/06/2010	CORPORATION:
Radnet Management, Inc.		04/06/2010	CORPORATION:
Beverly Radiology Medical Group III		04/06/2010	LIMITED PARTNERSHIP:
Advanced Imaging Partners, Inc.		04/06/2010	CORPORATION:
Beverly Radiology Medical Group, Inc.		04/06/2010	CORPORATION:
Breastlink Medical Group, Inc.		04/06/2010	CORPORATION:
Community Imaging Partners, Inc.		04/06/2010	CORPORATION:
Delaware Imaging Partners, Inc.		04/06/2010	CORPORATION:
Diagnostic Imaging Services, Inc.		04/06/2010	CORPORATION:
FRI, Inc.		04/06/2010	CORPORATION:
FRI II, Inc.		04/06/2010	CORPORATION:
IDE Imaging Partners, Inc.		04/06/2010	CORPORATION:
Mid Rockland Imaging Partners, Inc.		04/06/2010	CORPORATION:
New Jersey Imaging Partners, Inc.		04/06/2010	CORPORATION:
Pacific Imaging Partners, Inc.		04/06/2010	CORPORATION:
Pronet Imaging Medical Group, Inc.		04/06/2010	CORPORATION:
Questar Imaging, Inc.		04/06/2010	CORPORATION:
Questar Los Alamitos, Inc.		04/06/2010	CORPORATION:
Questar Victorville, Inc.		04/06/2010	CORPORATION:
Radiologix, Inc.		04/06/2010	CORPORATION:
Radiology and Nuclear Medicine Imaging Partners, Inc.		04/06/2010	CORPORATION:
Radnet Managed Imaging Services, Inc.		04/06/2010	CORPORATION:
Radnet Management I, Inc.		04/06/2010	CORPORATION:
Radnet Management II, Inc.		04/06/2010	CORPORATION:
Radnet Sub, Inc.		04/06/2010	CORPORATION:
Rolling Oaks Imaging Corporation		04/06/2010	CORPORATION:

CH $165.00 2639209

Rolling Oaks Radiology, Inc.		04/06/2010	CORPORATION:
So Cal Mr Site Management, Inc.		04/06/2010	CORPORATION:
Treasure Coast Imaging Partners, Inc.		04/06/2010	CORPORATION:
Valley Imaging Partners, Inc.		04/06/2010	CORPORATION:

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	One Churchill Place
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E14 5HP
Entity Type:	Public Limited Liability Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2639209	RADNET
Registration Number:	3337802	
Registration Number:	3411061	A PREMIER NETWORK OF CENTERS PROVIDING DIAGNOSTIC RADIOLOGY AND IMAGING SERVICES
Registration Number:	3296186	RADNET,INC.
Registration Number:	3337792	DID YOU KNOW?
Registration Number:	3268804	SONOWAVE

CORRESPONDENCE DATA

Fax Number: (212)751-4864
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-906-1200
Email: angela.amaru@lw.com
Correspondent Name: Angela Amaru c/o Latham & Watkins
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	039269-0143

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:

Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	04/08/2010

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 6, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the **"Grantors"**) in favor of Barclays Bank PLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**").

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of April 6, 2010 (the "**Pledge and Security Agreement**") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"):

> all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant

to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RADNET, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: President

RADNET MANAGEMENT, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: President

BEVERLY RADIOLOGY MEDICAL GROUP III

By: Beverly Radiology Medical Group, Inc., its general partner

By: _____
Name: Howard G. Berger, M.D.
Title: President

By: Breastlink Medical Group, Inc., its general partner

By: _____
Name: Howard G. Berger, M.D.
Title: President

By: ProNet Imaging Medical Group, Inc., its general partner

By: _____
Name: Howard G. Berger, M.D.
Title: Co-President

TRADEMARK
REEL: 004182 FRAME: 0132

ADVANCED IMAGING PARTNERS, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: President

BEVERLY RADIOLOGY MEDICAL GROUP, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: President

BREASTLINK MEDICAL GROUP, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: President

COMMUNITY IMAGING PARTNERS, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: President

DELAWARE IMAGING PARTNERS, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: President

TRADEMARK
REEL: 004182 FRAME: 0133

DIAGNOSTIC IMAGING SERVICES, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: Chief Financial Officer

FRI, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: President

FRI II, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: President

IDE IMAGING PARTNERS, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: President

MID ROCKLAND IMAGING PARTNERS, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: President

NEW JERSEY IMAGING PARTNERS, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: President

TRADEMARK
REEL: 004182 FRAME: 0134

PACIFIC IMAGING PARTNERS, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: President

PRONET IMAGING MEDICAL GROUP, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: Co-President

QUESTAR IMAGING, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: President

QUESTAR LOS ALAMITOS, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: President

QUESTAR VICTORVILLE, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: President

RADIOLOGIX, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: President

RADIOLOGY AND NUCLEAR MEDICINE IMAGING PARTNERS, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: president

RADNET MANAGED IMAGING SERVICES, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: President

RADNET MANAGEMENT I, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: president

RADNET MANAGEMENT II, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: president

RADNET SUB, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: President

TRADEMARK
REEL: 004182 FRAME: 0136

ROLLING OAKS IMAGING CORPORATION

By: _____
Name: Howard G. Berger, M.D.
Title: president

ROLLING OAKS RADIOLOGY, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: president

SO CAL MR SITE MANAGEMENT, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: president

TREASURE COAST IMAGING PARTNERS, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: President

VALLEY IMAGING PARTNERS, INC.

By: _____
Name: Howard G. Berger, M.D.
Title: President

Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

By: _____
Name: John Strobe
Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
RADNET	76331080	10/29/2001	2639209	10/22/2002
(design with bar, bands or lines; circle figures or designs including semi-cirles and incomplete circles)	76672153	02/01/2007	3337802	11/20/2007
A PREMIER NETWORK OF CENTERS PROVIDING DIAGNOSTIC RADIOLOGY AND IMAGING SERVICES	76671534	01/19/2007	3411061	04/08/2008
RADNET,inc. (with design)	76671533	01/19/2007	3296186	09/25/2007
DID YOU KNOW?	76671519	01/19/2007	3337792	11/20/2007
SONOWAVE	76615128	10/08/2004	3268804	07/24/2007