

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
Virtual Radiologic Corporation		07/12/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77232620	PHYSICIANS ONSITE	
Serial Number:	77304887	VRAD	
Serial Number:	77586406	VRAD	
Serial Number:	77586981		
Serial Number:	77586096	VRAD	
CORRESPONDENCE DATA			
Fax Number:	(404)541-4710		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-338-5138		
Email:	laallen@kilpatrickstockton.com		
Correspondent Name:	Raj Natarajan, Esq.		
Address Line 1:	Kilpatrick Stockton LLP		
Address Line 2:	1100 Peachtree Street, Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	390410		

OP \$140.00 77232620

NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	07/29/2010
Total Attachments: 5 source=Trademark Security Agreement #page1.tif source=Trademark Security Agreement #page2.tif source=Trademark Security Agreement #page3.tif source=Trademark Security Agreement #page4.tif source=Trademark Security Agreement #page5.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of July 12, 2010, by VIRTUAL RADIOLOGIC CORPORATION, successor by merger to Viking Acquisition Corporation (the "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as Agent pursuant to the Credit Agreement (in such capacity, the "Agent").

WITNESSETH:

Whereas, the Grantor is party to a Guaranty and Security Agreement dated as of July 12, 2010 (the "Security Agreement") in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Grantor:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant,

assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature page follows]

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

Very truly yours,

VIRTUAL RADIOLOGIC
CORPORATION, as Grantor

By: 
Name: Michael J. Kolar
Title: Secretary

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004250 FRAME: 0351

AGREED TO AND ACCEPTED:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 

Name: John L. Dale


Title: Its Duly Authorized Signatory

TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 004250 FRAME: 0352

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

United States Trademark Registrations

Mark	Status	Serial No.	Registration No.	Registration Date
PHYSICIANS ONSITE	Registered	77232620	3393695	03/04/2008
VRAD (Class 42)	Registered	77304887	3547905	12/16/2008
VRAD (Class 35, 42, 45)	Registered	77586406	3704415	11/03/2009
 (Logo)	Registered	77586981	3707697	11/10/2009
VRAD (Class 44)	Registered	77586096	3761714	03/16/2010

United States Trademark Applications

None.