

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
Nighthawk Radiology Services, LLC		12/22/2010	LIMITED LIABILITY COMPANY: IDAHO
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: 2			
Property Type	Number	Word Mark	
Registration Number:	3689454	NIGHTHAWK RADIOLOGY SERVICES	
Registration Number:	2930796	DAYHAWK	
CORRESPONDENCE DATA			
Fax Number:	(404)443-5697		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-343-2335		
Email:	lallen@mcguirewoods.com		
Correspondent Name:	My Ngo, Esq.		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	1170 Peachtree Street, N.E., Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	2060236-0036 (VRAD)		
NAME OF SUBMITTER:	Latosha E. Allen		
Signature:	/Latosha E. Allen/		

OP \$65.00 3689454

900179644

TRADEMARK
 REEL: 004440 FRAME: 0431

Date:

12/23/2010

Total Attachments: 5

source=Vrad- Trademark Security Agreement #page1.tif

source=Vrad- Trademark Security Agreement #page2.tif

source=Vrad- Trademark Security Agreement #page3.tif

source=Vrad- Trademark Security Agreement #page4.tif

source=Vrad- Trademark Security Agreement #page5.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of December 22, 2010, by NIGHTHAWK RADIOLOGY SERVICES, LLC (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") by that certain Joinder Agreement to Guaranty and Security Agreement dated as of December 22, 2010, each 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.

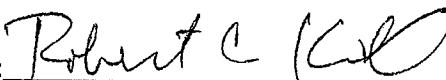
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature page follows]

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

Very truly yours,

NIGHTHAWK RADIOLOGY SERVICES,
LLC

By: 

Name: Robert C. Kill


Title: President

TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 004440 FRAME: 0435

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: 004440 FRAME: 0436

SCHEDULE I
TRADEMARKS

United States Trademark Registrations

OWNER: NIGHTHAWK RADIOLOGY SERVICES, LLC

Mark	Status	Serial No.	Registration No.	Registration Date
Nighthawk Radiology Services [Logo]	Registered	78922839	3,689,454	9/29/2009
DayHawk	Registered	78370183	2,930,796	3/8/2005

United States Trademark Applications

None.