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TO: ANGELA M. AMARU C/O LATHAM & WATKINS COMPANY: 885 THIRD AVENUE

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECURITY INTEREST												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>eRad, Inc.</td><td></td><td>12/17/2010</td><td>CORPORATION: PENNSYLVANIA</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	eRad, Inc.		12/17/2010	CORPORATION: PENNSYLVANIA					
Name	Formerly	Execution Date	Entity Type										
eRad, Inc.		12/17/2010	CORPORATION: PENNSYLVANIA										
RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>Barclays Bank PLC, as Collateral Agent</td></tr><tr><td>Street Address:</td><td>One Churchill Place</td></tr><tr><td>City:</td><td>London</td></tr><tr><td>State/Country:</td><td>UNITED KINGDOM</td></tr><tr><td>Postal Code:</td><td>E14 5HP</td></tr><tr><td>Entity Type:</td><td>Public Limited Liability Company: <i>United Kingdom</i></td></tr></table>	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: <i>United Kingdom</i>	
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: <i>United Kingdom</i>												
PROPERTY NUMBERS Total: 2													
<table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Serial Number:</td><td>75813236</td><td>ERAD</td></tr><tr><td>Serial Number:</td><td>76699550</td><td>ERAD</td></tr></tbody></table>	Property Type	Number	Word Mark	Serial Number:	75813236	ERAD	Serial Number:	76699550	ERAD				
Property Type	Number	Word Mark											
Serial Number:	75813236	ERAD											
Serial Number:	76699550	ERAD											
CORRESPONDENCE DATA													
Fax Number: (212)751-4864 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone: 212-906-1200													
Email: angela.amaru@lw.com													
Correspondent Name: Angela M. 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:													

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TO: ANGELA M. AMARU C/O LATHAM & WATKINS COMPANY: 885 THIRD AVENUE

Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	12/17/2010
Total Attachments: 5 source=radnet TSA#page1.tif source=radnet TSA#page2.tif source=radnet TSA#page3.tif source=radnet TSA#page4.tif source=radnet TSA#page5.tif	

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TO: ANGELA M. AMARU C/O LATHAM & WATKINS COMPANY: 885 THIRD AVENUE

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 17, 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

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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]

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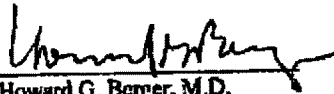
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**HEALTH DIAGNOSTICS OF NEW
JERSEY, L.L.C.**, a New Jersey limited liability
company

By: New Jersey Imaging Partners, Inc.,
its sole member

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

IMAGE MEDICAL CORPORATION,
a Delaware corporation

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

ERAD, INC.,
a Pennsylvania corporation

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

[Signature Page to Trademark Security Agreement]

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TO: ANGELA M. AMARU C/O LATHAM & WATKINS COMPANY: 885 THIRD AVENUE

Accepted and Agreed:
BARCLAYS BANK PLC,
as Collateral Agent

By: 

Name:

Title:

Noam Azachi
Assistant Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
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TO:ANGELA M. AMARU C/O LATHAM & WATKINS COMPANY:885 THIRD AVENUE

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
Practice Builder 123	75630429	1/28/99	2468246	7/10/01
eRAD	75813236	10/1/99	2711656	4/29/03
Image Medical	78114105	3/11/02	2716822	5/13/03
Unirad	77314882	4/8/08	3763792	3/23/10
ERAD	76699550	9/21/09	n/a	n/a

Schedule A-1

RECORDED: 12/17/2010

TRADEMARK
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