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
Center for Diagnostic Imaging, Inc.		05/05/2011	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	1700 Lincoln Street, 3rd Floor
City:	Denver
State/Country:	COLORADO
Postal Code:	80203
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3138536	CDI
Registration Number:	3173753	CDI CENTER FOR DIAGNOSTIC IMAGING
Serial Number:	77691911	ST. LOUIS WOMEN'S HEALTH ALLIANCE

OP $90.00 3138536

CORRESPONDENCE DATA

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-3458
Email: slake@kslaw.com
Correspondent Name: Susan Lake, Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	18464-015075
NAME OF SUBMITTER:	Susan Lake

Signature:	/Susan Lake/
Date:	05/06/2011

Total Attachments: 4
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GRANT OF TRADEMARK SECURITY INTEREST

GRANT OF TRADEMARK SECURITY INTEREST (this "**Grant**"), dated as of May 5, 2011, made by Center for Diagnostic Imaging, Inc., a Minnesota corporation, located at 5775 Wayzata Blvd., Suite 400, Minneapolis, Minnesota 55416 (the "**Grantor**"), in favor of Wells Fargo Bank, National Association, as administrative agent (in such capacity, "**Administrative Agent**," and referred to herein as "**Secured Party**"). Each capitalized term used in this Grant that is not defined in the Guarantee and Collateral Agreement (as defined below), the Credit Agreement (as defined below) or in this Grant, but that is defined in the New York UCC shall have the meaning set forth in Articles 1, 8 or 9 of the New York UCC.

WHEREAS, the 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);

WHEREAS, the Grantor has entered into a Credit Agreement, dated as of May 5, 2011 (said Credit Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**"), with Diagnostic Imaging Holdings, Inc., a Delaware corporation, the financial institutions party thereto from time to time (each, individually referred to herein as a "**Lender**" and collectively, as "**Lenders**") and 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 the Grantor;

WHEREAS, the Grantor may from time to time enter, or may from time to time have entered, into one or more Specified Swap Agreements, or may from time to time obtain, or may from time to time have obtained, one or more Bank Products; and

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of May 5, 2011 (said Guarantee and Collateral Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time, being the "**Guarantee and Collateral Agreement**"), among the Grantor, Secured Party and the other grantors named therein, the Grantor has created in favor of Secured Party a security interest in, and Secured Party has become 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 Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to Secured Party pursuant to the Guarantee and Collateral Agreement, the Grantor hereby collaterally assigns to Secured Party, and hereby grants to Secured Party a security interest in, all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (the "**Trademark Collateral**"):

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise,

and all common-law rights related thereto (including, without limitation, those listed in Schedule A), and the right to obtain all renewals thereof; and

(ii) all Proceeds, Supporting Obligations and products of any and all of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the "Trademark Collateral" include, and the Grantor shall not be deemed to have granted a security interest in any of the Grantor's rights in or under, any United States intent-to-use trademark or service mark application to the extent that, and solely during the period prior to the filing of evidence of use of such trademark or service mark, the grant of a security interest therein would invalidate such intent-to-use trademark or service mark application under Federal law.

The 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 Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Grantor has caused this GRANT OF TRADEMARK SECURITY INTEREST to be duly executed and delivered by its officer thereunto duly authorized as of the 5th day of May, 2011.

CENTER FOR DIAGNOSTIC IMAGING, INC., a Minnesota corporation

By: James F. Stanley
Name: James F. Stanley
Title: Chief Financial Officer
Assistant Secretary

SCHEDULE A TO
GRANT OF TRADEMARK SECURITY INTEREST

MARK	REGISTRATION/CASE NUMBER	REGISTRATION/ FILING DATE
CDI (DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS)	U.S. Registration No: 3,138,536	Registration Date: September 5, 2006
CENTER FOR DIAGNOSTIC IMAGING CDI (DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS)	U.S. Registration No: 3,173,753	Registration Date: November 21, 2006
St. Louis Women's Health Alliance (DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS)	Application No.: 77/691,911	Filing Date: March 16, 2009

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