

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" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>MRI Software LLC</td> <td></td> <td>09/30/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	MRI Software LLC		09/30/2011	LIMITED LIABILITY COMPANY: DELAWARE	
Name	Formerly	Execution Date	Entity Type						
MRI Software LLC		09/30/2011	LIMITED LIABILITY COMPANY: DELAWARE						
RECEIVING PARTY DATA									
Name:	Silicon Valley Bank, as Administrative Agent								
Street Address:	3003 Tasman Drive, HG 150								
City:	Santa Clara								
State/Country:	CALIFORNIA								
Postal Code:	95054								
Entity Type:	CORPORATION: CALIFORNIA								
PROPERTY NUMBERS Total: 5									
Property Type	Number	Word Mark							
Registration Number:	2521701	MRI MANAGEMENT REPORTS INTERNATIONAL							
Registration Number:	2745698	NETSOURCE							
Registration Number:	2745713	NETSOURCE							
Registration Number:	3048971	MRI							
Registration Number:	2880087	BOSTONPOST PROPERTY MANAGER							
CORRESPONDENCE DATA									
Fax Number:	(302)636-5454								
Phone:	800-927-9801 x2348								
Email:	jpaterso@cscinfo.com								
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>									
Correspondent Name:	Corporation Service Company								
Address Line 1:	1090 Vermont Avenue NW, Suite 430								
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005								
NAME OF SUBMITTER:	Jean Paterson								

CH \$140.00 2521701

900204402

TRADEMARK
REEL: 004640 FRAME: 0096

Signature:	/jep/
Date:	10/12/2011
Total Attachments: 6 source=10-12-11 MRI Software-TM#page1.tif source=10-12-11 MRI Software-TM#page2.tif source=10-12-11 MRI Software-TM#page3.tif source=10-12-11 MRI Software-TM#page4.tif source=10-12-11 MRI Software-TM#page5.tif source=10-12-11 MRI Software-TM#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 30, 2011, is entered into by and between MRI SOFTWARE LLC, a Delaware limited liability company (the "Grantor") and SILICON VALLEY BANK (the "Assignee"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of January 15, 2010, among the Assignee, the Grantor and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and pursuant to that certain Credit Agreement, dated as of January 15, 2010, among Grantor, MRI HOLDINGS LLC, a Delaware limited liability company, and certain Lenders and agents party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of Grantor's business 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, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

Address of Grantor:

20800 Harvard Road
Suite 100
Highland Hills, OH 44122

GRANTOR:

MRI SOFTWARE LLC

By: William L. Roselli, III
Name: William L. Roselli, III
Title: Chief Financial Officer

Address of Assignee

3003 Tasman Drive
Santa Clara, California 95054

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

Address of Grantor:

20800 Harvard Road
Suite 100
Highland Hills, OH 44122

GRANTOR:

MRI SOFTWARE LLC


By: _____
Name: _____
Title: _____

Address of Assignee

3003 Tasman Drive
Santa Clara, California 95054

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 
Name: MICHAEL J. FELL
Title: DIRECTOR

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Registrant	Trademark	Registration No.	Registration Date
MRI SOFTWARE LLC	MRI MANAGEMENT REPORTS INTERNATIONAL (and design)	2,521,701	12/25/2001
MRI SOFTWARE LLC	NETSOURCE	2,745,698	8/5/2003
MRI SOFTWARE LLC	NETSOURCE (and design)	2,745,713	8/5/2003
MRI SOFTWARE LLC	MRI	3,048,971	1/24/2006
MRI SOFTWARE LLC	BOSTONPOST PROPERTY MANAGER	2,880,087	8/31/2004

Applications for Registration of Trademarks

Registrant	Trademark	Application No.	Application Date
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None
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