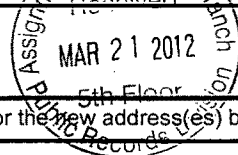


03/21/2012

RE
3/21/12
To the Director of the U. S. Patent and T



103642448



1. Name of conveying party(ies):
RADISPHERE NATIONAL RADIOLOGY GROUP, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: DELAWARE
 Other _____

Citizenship (see guidelines) DELAWARE

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 No

Additional names, addresses, or citizenship attached? Yes No

Name: HORIZON TECHNOLOGY FINANCE CORPORATION
Internal _____
Address: _____
Street Address: 312 FARMINGTON AVENUE
City: FARMINGTON
State: CT
Country: USA Zip: 06032

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship DELAWARE
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) MARCH 16, 2012

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
NONE

B. Trademark Registration No.(s)
77956608 77956603 77937064 77937090 77937078 77937068

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: HORIZON TECHNOLOGY FINANCE CORPORATION
Internal Address: ATTN: ERIC S. DARMOFAL
Street Address: 312 FARMINGTON AVENUE
City: FARMINGTON
State: CONNECTICUT Zip: 06032
Phone Number: 860-676-8654
Fax Number: 860-676-8655
Email Address: eric@horizontechfinance.com

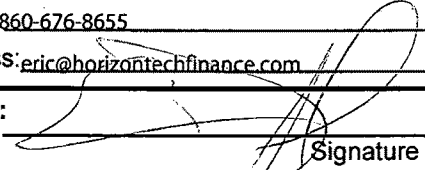
6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$165.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

03/22/2012 DTIMBERL 00000045 77956608
01 FC:0521 40.00
Deposit Account Number _____ 125.00
Authorized User Name _____

9. Signature:  _____
Signature
Eric S. Darmofal, Esq.
Name of Person Signing

March 19, 2012
Date

Total number of pages including cover sheet, attachments, and document: _____

GRANT OF SECURITY INTEREST
TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of March 16, 2012, is executed by Radisphere National Radiology Group, Inc., a Delaware corporation with an address of 500 Post Road East, Westport, Connecticut 06880 ("Debtor"), in favor of Horizon Technology Finance Corporation (the "Secured Party").

A. Pursuant to a certain Venture Loan and Security Agreement, dated as of the date hereof (the "Agreement") by and among Debtor, Franklin & Seidelmann, Inc., F&S Radiology P.C., FSH Radiology, Inc., F&S Apex, LLC, F&S Apex, Inc., Franklin & Seidelmann Medical Corp. and the Secured Party, the Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein;

B. Debtor owns the registered trademarks, service marks (and applications and registrations therefor), of the United States, more particularly described on Schedule 1-A annexed hereto as part hereof (collectively, the "Trademarks");

C. Pursuant to the Agreement, Debtor has granted to the Secured Party, a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Agreement);

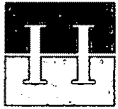
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to the Secured Party, a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

RADISPHERE NATIONAL RADIOLOGY GROUP,
INC.

By: ES-17
Name: Steven B. Kowinsky
Title: CFO



Horizon Technology Finance

March 19, 2012

Mail Stop Assignment Recordation Services
Director of the USPTO
P.O. Box 1450
Alexandria, VA 22313-1450

RE: Trademark Security Agreement
Horizon Technology Finance Corporation / Radisphere National Radiology Group, Inc.

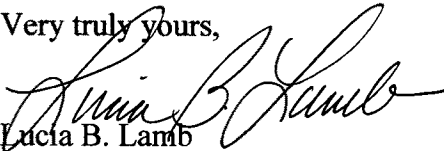
Dear Sir or Madam:

Enclosed are the following in connection with the above-reference matter:

1. Recordation Form Cover Sheet Trademark Only;
2. Check No. 6259 in the amount of \$165.00 (representing payment of your filing fee)

Please process in your normal manner and if you should have any questions, please contact me (860-284-9878). Thank you.

Very truly yours,



Lucia B. Lamb
Director of Administration

/bl

Enclosures



SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Trademark Application	Owner	Registration Number	Filing/Registration Date
RADII	Debtor	77956608	Filed March 11, 2010
RADII	Debtor	77956603	Filed March 11, 2010
RADISPHERE	Debtor	77937064	Filed February 16, 2010
RADISPHERE	Debtor	77937090	Filed February 16, 2010
RADISPHERE	Debtor	77937078	Filed February 16, 2010
RADISPHERE	Debtor	77937068	Filed February 16, 2010