

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest (First Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MX USA, INC.		04/30/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG		
Street Address:	One Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3971125	TRIDENTUSA HEALTH SERVICES	
Registration Number:	3962379	TRIDENTUSA HEALTH SERVICES	
Registration Number:	4118196	MOBILEXUSA	
CORRESPONDENCE DATA			
Fax Number:	2128225096		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	nbrowand@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 1:	One Chase Manhattan Plaza		
Address Line 2:	Attn: Nathaniel T. Browand		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	28302.52900		
NAME OF SUBMITTER:	Nathaniel T. Browand		

Signature:	/Nathaniel T. Browand/
Date:	04/30/2012
Total Attachments: 6 source=Trident – First Lien Trademark Security Agreement#page1.tif source=Trident – First Lien Trademark Security Agreement#page2.tif source=Trident – First Lien Trademark Security Agreement#page3.tif source=Trident – First Lien Trademark Security Agreement#page4.tif source=Trident – First Lien Trademark Security Agreement#page5.tif source=Trident – First Lien Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("*Trademark Security Agreement*"), dated as of April 30, 2012 is made by the parties listed on the signature pages hereof (collectively, the "*Grantors*") in favor of CREDIT SUISSE AG (the "*Collateral Agent*") as collateral agent for the secured parties under the Guarantee and Collateral Agreement referred to below (the "*Secured Parties*").

WHEREAS, MX USA, INC. and KAN-DI-KI, LLC (the "*Borrowers*") and MX HOLDINGS, INC., MOBILE DIAGNOSTIC INTERMEDIATE HOLDINGS, INC., and DIAGNOSTIC LABS HOLDINGS, LLC have entered into the First Lien Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*First Lien Credit Agreement*"), with the Collateral Agent and the administrative agent and lenders (the "*Lenders*") party thereto.

WHEREAS, as a condition precedent to the making of loans by the Lenders under the First Lien Credit Agreement, each Grantor has executed and delivered to the Collateral Agent that certain First Lien Guarantee and Collateral Agreement dated as of the date hereof made by and among the Grantors, the other Persons from time to time party thereto and the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Collateral Agent as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "*Trademarks*"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages;

provided, that notwithstanding anything to the contrary in this Trademark Security Agreement, this Trademark Security Agreement shall not constitute a grant of a security interest in any Excluded Assets.

2. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Collateral Agent.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Guarantee and Collateral Agreement, which is hereby incorporated by reference. The provisions of the Guarantee and Collateral Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent with respect to the Trademark Collateral are as provided by the First Lien Credit Agreement, the Guarantee and Collateral Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

6. Termination. Upon the termination of the Guarantee and Collateral Agreement, in accordance with its terms, following a written request therefor, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors (at the Grantors' sole expense) an instrument in writing in recordable form releasing the grant and security interest in the Trademark Collateral under this Trademark Security Agreement and take any other actions reasonably requested, including, but not limited to, filing and recording (or authorizing the Grantors to file and record) the release and/or termination of the grant and its security interest granted thereunder or under

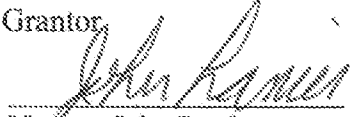
the Guarantee and Collateral Agreement in the Trademark Collateral with the United States Patent and Trademark Office.

7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York.

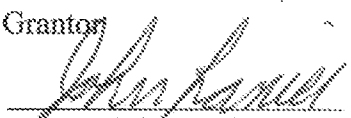
[SIGNATURE PAGES FOLLOW]

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

MX USA, INC.,
as a Grantor

By: 
Name: John Lanier
Title: Chief Financial Officer

LOGICAL EVOLUTION, LLC,
as a Grantor

By: 
Name: John Lanier
Title: Chief Financial Officer

RELY RADIOLOGY HOLDINGS, LLC,
as a Grantor

By: 
Name: John Lanier
Title: Chief Financial Officer

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH,
as Collateral Agent

By: 
Name: Ari Bruger
Title: Vice President

By: 
Name: Alex Verdone
Title: Associate

Address for Notices:
Credit Suisse AG
Attention: Sean Portrait–Agency Manager
One Madison Avenue
New York, NY 10010
Fax: 212-325-8304
Email: agency.loanops@credit-suisse.com


[First Lien Trademark Security Agreement]

#4848-2630-9391

TRADEMARK
REEL: 004767 FRAME: 0735

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrations

Owner	Mark	Trademark Number	Date of Registration
Logical Evolution, LLC	"LOGICAL EVOLUTION"	2,988,874	08/30/2005
MX USA, Inc.	"TRIDENTUSA HEALTH SERVICES"	3,971,125	05/31/2011
MX USA, Inc.	"TRIDENTUSA HEALTH SERVICES" and Design: 	3,962,379	05/17/2011
MX USA, Inc.	"MOBILEXUSA"	4,118,196	03/27/2012
Rely Radiology Holdings, LLC	"RELY RADIOLOGY"	4,127,862	04/17/2012

Applications

None.