

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
Merge Healthcare Incorporated		04/23/2013	CORPORATION: DELAWARE
Merge Asset Management Corp.		04/23/2013	CORPORATION: DELAWARE
Merge eClinical Inc.		04/23/2013	CORPORATION: DELAWARE
Merge Healthcare Solutions Inc.		04/23/2013	CORPORATION: DELAWARE
Merge SF Holdings, Inc.		04/23/2013	CORPORATION: DELAWARE
Merge SH Holdings, Inc.		04/23/2013	CORPORATION: DELAWARE
Requisite Software Inc.		04/23/2013	CORPORATION: DELAWARE
Merge Interactive, Incorporated		04/23/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	4031868	VERACITY
Registration Number:	4029913	REQUISITE SOFTWARE
Registration Number:	4029060	VERACITY
Registration Number:	3975941	ICONNECT
Registration Number:	3939697	OIS EYESCAN
Registration Number:	3923604	AMICAS
Registration Number:	3908322	OPTIMIZING CLINICAL ASSET MANAGEMENT
Registration Number:	3908321	OPTIMIZING CLINICAL ASSET MANAGEMENT

Registration Number:	3903643	BUGSEYE
Registration Number:	3901229	MYEDC
Registration Number:	3839403	RADSTREAM
Registration Number:	3674671	CLINICAL ASSET MANAGEMENT
Registration Number:	3603235	MERGE HEALTHCARE
Registration Number:	3563272	EFILM WORKSTATION
Registration Number:	3561633	IRI
Registration Number:	3542015	OIS SYMPHONY
Registration Number:	3520976	REMOTEREAD
Registration Number:	3459819	INTEGRATED RETINAL IMAGER
Registration Number:	3412922	EMPOWERING THE BUSINESS OF IMAGING
Registration Number:	3399922	GROUP-STAT
Registration Number:	3373760	DOCUPUMP
Registration Number:	3370159	ILUMIVIEW
Registration Number:	3303583	DOCUCART
Registration Number:	3257122	VISION REACH
Registration Number:	3236151	ORTHOWORKS
Registration Number:	3231810	REALTIME WORKLIST
Registration Number:	3214468	VIEWCAPSULE
Registration Number:	3200060	IMAGEBANK
Registration Number:	3191095	DATASYNC
Registration Number:	3182981	VISION SERIES
Registration Number:	3175220	DOCUCODE
Registration Number:	3165563	ORTHOOCR
Registration Number:	3140581	CASEPLAN
Registration Number:	3126225	OFFICEPACS
Registration Number:	3113206	QUICKREAD
Registration Number:	3048593	AUTOMONTAGE
Registration Number:	2920926	OPTISHOP
Registration Number:	2914015	OPHTHALMOLOGY OFFICE
Registration Number:	2882107	REMOTEVIEW BOX
Registration Number:	2838749	CADSTREAM
Registration Number:	2836953	ORTHOPACS
Registration Number:	2759389	AMICAS
Registration Number:	2727824	DOCURX

	2716299	DOCUSAFE
Registration Number:	2669759	EMAGEON
Registration Number:	2642267	CARDIOIMS
Registration Number:	2589005	DOCUJECT
Registration Number:	2495117	LIFECLINIC
Registration Number:	2495116	LIFECLINIC
Registration Number:	2495115	LIFECLINIC
Registration Number:	2367321	DICOM IMAGE MANAGER
Registration Number:	1965898	EMED
Registration Number:	1917687	ARCHIUM
Registration Number:	1852303	C
Registration Number:	1414772	PAR
Registration Number:	1079774	VITA-STAT
Serial Number:	85247611	BETTER HEALTH, BETTER WEALTH
Serial Number:	85471454	MERGE HONEYCOMB

CORRESPONDENCE DATA

Fax Number: 2129692900
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-969-3000
Email: trademark@proskauer.com, ypan@proskauer.com
Correspondent Name: Van Ann D. Bui
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	40767-102
NAME OF SUBMITTER:	Van Ann D. Bui
Signature:	/Van Ann D. Bui/
Date:	04/24/2013

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of April 23, 2013 by Merge Healthcare Incorporated, a Delaware corporation located at 200 E. Randolph Street, 24th Floor, Chicago, Illinois 60601-6436 and Merge Asset Management Corp., Merge eClinical Inc., Merge Healthcare Solutions Inc., Merge Interactive, Incorporated, Merge SF Holdings, Inc., Merge SH Holdings, Inc. and Requisite Software Inc., each a Delaware corporation and each located at 900 Walnut Ridge Drive, Hartland, Wisconsin 53029 (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of JEFFERIES FINANCE LLC, in its capacity as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 23, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Merge Healthcare Incorporated (the “Borrower”), the Pledgor and certain other affiliates of the Borrower, Jefferies Finance LLC, in its capacity as administrative agent, lead arranger, swingline lender and Issuing bank, and the lending institutions listed therein (the “Lenders”), have agreed to make loans and other financial accommodations to the Borrower upon the terms and provisions of the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, the Pledgor, the Borrower and certain of its affiliates are party to a Security Agreement, dated as of April 23, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement. For the purpose of clarity, “Trademarks” as defined in the Security Agreement shall mean, collectively, with respect to each Pledgor, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL’s), domain names, corporate names and trade names, and other source indicators, whether registered or unregistered, owned by or assigned to such Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including those listed on Schedule 14(b) to the Perfection Certificate together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to such Pledgor’s use of any trademarks, (ii) Goodwill associated therewith, (iii) renewals thereof, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements thereof.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

(a) all Trademarks of such Pledgor, including the United States registered Trademarks and Trademark applications (other than Excluded Property) which as of the date hereof are listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent obligations) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

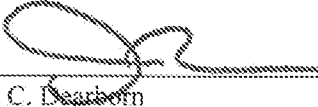
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

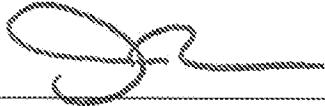
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MERGE HEALTHCARE INCORPORATED,
a Delaware corporation

By: 
Name: Justin C. Dearborn
Title: President

MERGE ASSET MANAGEMENT CORP.
MERGE ECLINICAL INC.
MERGE HEALTHCARE SOLUTIONS INC.
MERGE INTERACTIVE, INCORPORATED
MERGE SF HOLDINGS, INC.
MERGE SH HOLDINGS, INC.
REQUISITE SOFTWARE INC.,
each a Delaware corporation

By: 
Name: Justin C. Dearborn
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005012 FRAME: 0764

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: EJH
Name: E.J.Hess
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Merge eClinical, Inc.	4031868	VERACITY
Requisite Software Inc.	4029913	REQUISITE SOFTWARE
Merge eClinical, Inc.	4029060	VERACITY
Merge Healthcare, Inc.	3975941	ICONNECT
Merge Healthcare Solutions, Inc.	3939697	OIS EYESCAN
AMICAS, Inc.	3923604	AMICAS
Merge eClinical, Inc.	3908322	OPTIMIZING CLINICAL ASSET MANAGEMENT
Merge eClinical, Inc.	3908321	OPTIMIZING CLINICAL ASSET MANAGEMENT
Requisite Software Inc.	3903643	BUGSEYE
Merge eClinical, Inc.	3901229	MYEDC
AMICAS, Inc.	3839403	RADSTREAM
Merge eClinical, Inc.	3674671	CLINICAL ASSET MANAGEMENT
Merge Healthcare, Inc.	3603235	MERGE HEALTHCARE
Merge Healthcare, Inc.	3563272	EFILM WORKSTATION
Merge Healthcare Solutions, Inc.	3561633	IRI
Merge Healthcare Solutions, Inc.	3542015	OIS SYMPHONY
Stryker Imaging Corporation	3520976	REMOTEREAD

OWNER	REGISTRATION NUMBER	TRADEMARK
Merge Healthcare Solutions, Inc.	3459819	INTEGRATED RETINAL IMAGER
AMICAS, Inc.	3412922	EMPOWERING THE BUSINESS OF IMAGING
Lifeclinic International, Inc.	3399922	GROUP-STAT
Docusys, Inc.	3373760	DOCUPUMP
Cedara Software (USA) Limited	3370159	ILUMIVIEW
Docusys, Inc.	3303583	DOCUCART
AMICAS, Inc.	3257122	VISION REACH
Cedara Software, Corp.	3236151	ORTHOWORKS
Merge Healthcare, Inc.	3231810	REALTIME WORKLIST
Stryker Imaging Corporation	3214468	VIEWCAPSULE
Stryker Imaging Corporation	3200060	IMAGEBANK
Requisite Technology, Inc.	3191095	DATASYNC
AMICAS, Inc.	3182981	VISION SERIES
Docusys, Inc.	3175220	DOCUCODE
Stryker Imaging Corporation	3165563	ORTHOOCR
Stryker Imaging Corporation	3140581	CASEPLAN
Stryker Imaging Corporation	3126225	OFFICEPACS
Stryker Imaging Corporation	3113206	QUICKREAD
Merge Healthcare Solutions, Inc.	3048593	AUTOMONTAGE
AMICAS, Inc.	2920926	OPTISHOP
Merge Healthcare Solutions, Inc.	2914015	OPHTHALMOLOGY OFFICE
Stryker Imaging Corporation	2882107	REMOTEVIEW BOX
Merge CAD Inc.	2838749	CADSTREAM
Stryker Imaging Corporation	2836953	ORTHOPACS
AMICAS, Inc.	2759389	AMICAS
Docusys, Inc.	2727824	DOCURX
Docusys, Inc.	2716299	DOCUSAFE
Emageon, Inc.	2669759	EMAGEON
Camtronics Medical Systems Ltd.	2642267	CARDIOMS
Docusys, Inc.	2589005	DOCUJECT

OWNER	REGISTRATION NUMBER	TRADEMARK
Lifeclinic International, Inc.	2495117	LIFECLINIC
Lifeclinic International, Inc.	2495116	LIFECLINIC
Lifeclinic International, Inc.	2495115	LIFECLINIC
Cedara Software, Corp.	2367321	DICOM IMAGE MANAGER
Merge eMed, Inc.	1965898	EMED
Camtronics Medical Systems, Ltd.	1917687	ARCHIUM
Camtronics Medical Systems, Ltd.	1852303	C PLUS DESIGN
AMICAS, Inc.	1414772	PAR
Lifeclinic International, Inc.	1079774	VITA-STAT
Merge Healthcare, Inc.	NA	MERGE HEALTHCARE (Stylized)

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Merge Healthcare, Inc.	85/247611	BETTER HEALTH, BETTER WEALTH
Merge Healthcare, Inc.	85/471454	MERGE HONEYCOMB