

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
Advanced Imaging of Port Charlotte, LLC		08/19/2013	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Royal Bank of Canada
Street Address:	200 Bay Street
Internal Address:	4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3799296	THE CLEAR CHOICE
Registration Number:	3799294	LIKE NO OTHER

CORRESPONDENCE DATA

Fax Number: 4163611790
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 4163616174
 Email: lmarchant@wildlaw.ca
 Correspondent Name: Laura Marchant
 Address Line 1: 365 Bay Street
 Address Line 2: Suite 800
 Address Line 4: Toronto, CANADA M5H 2V1

ATTORNEY DOCKET NUMBER:	212779
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DOMESTIC REPRESENTATIVE

OP \$65.00 3799296

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Laura Jean Marchant
Signature:	09/03/2013
Date:	09/03/2013
Total Attachments: 8 source=US IP agreement#page1.tif source=US IP agreement#page2.tif source=US IP agreement#page3.tif source=US IP agreement#page4.tif source=US IP agreement#page5.tif source=US IP agreement#page6.tif source=US IP agreement#page7.tif source=US IP agreement#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated August 19, 2013 is made by ADVANCED IMAGING OF PORT CHARLOTTE, LLC, a Florida limited liability company (the "*Grantor*") in favour of Royal Bank of Canada, ("*Lender*").

WHEREAS each of the Grantor, KMH Cardiology and Diagnostic Centres., an Ontario corporation (the "*Borrower*") is a party to a Amended and Restated Loan Agreement dated August 19, 2013 (as the same may be further amended, modified, replaced, revised, extended, renewed, restated or supplemented from time to time, the "*Loan Agreement*") pursuant to which the Lender has agreed to extend credit and make certain other financial accommodations available to the Borrower.

AND WHEREAS the Grantor is party to a guaranty dated as of even date herewith in favour of the Lender (as the same may be amended, modified, replaced, revised, extended, renewed, restated or supplemented from time to time, the "*Guaranty*"), pursuant to which the Grantor has guaranteed the obligations of the Borrower pursuant to the Loan Agreement.

AND WHEREAS as a condition to extending credit to the Borrower under and in connection with the Loan Agreement, the Lender has required, among other things, that to secure the payment and performance of the Grantor's indebtedness, liabilities and obligations incurred or to be incurred to the Lender under and in connection with (a) the Loan Agreement, (b) the other Loan Documents to which the Grantor is a party, and (c) the Guaranty, the Grantor grants to the Lender a continuing security interest over all of its property and undertaking in accordance with the terms of a Security Agreement (the "*GSA*").

WHEREAS under the terms of the GSA the Grantor has granted to Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and other governmental authorities;

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

SECTION 1. Grant of Security. The Grantor hereby grants to Lender a security interest in all of the Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (A) the patents and patent applications set forth in Schedule "A" hereto (the "*Patents*");
- (B) the trademark and service mark registrations and applications set forth in Schedule "B" hereto, together with the goodwill symbolized thereby (the "*Trademarks*");
- (C) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor including, without limitation, the copyright registrations and

applications and exclusive copyright licenses set forth in Schedule "C" hereto (the "Copyrights");

(D) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(E) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(F) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all obligations of the Grantor to the Lender now or hereafter existing including, without limitation, those obligations under or in respect of the Loan Agreement, the Guaranty and all documents ancillary thereto, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable government office record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the GSA. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to and the rights and remedies of Lender with respect to the Collateral are more fully set forth in the GSA, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the federal laws of the United States of America applicable therein.

[Remainder of Page Intentionally Left Blank – Execution Page follows]

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

GRANTOR:

**ADVANCED IMAGING OF PORT
CHARLOTTE, LLC**

By:  _____

Name:

Title:

**Schedule "A" to the
IP Security Agreement**

PATENTS

NIL

**Schedule "B" to the
IP Security Agreement**

TRADEMARKS

(To be attached)

United States of America

United States Patent and Trademark Office

The Clear Choice

Reg. No. 3,799,296

Registered June 8, 2010

Int. Cl.: 44

SERVICE MARK

PRINCIPAL REGISTER

ADVANCED IMAGING OF PORT CHARLOTTE, LLC (FLORIDA LIMITED LIABILITY COMPANY)

2625 TAMiami TRAIL, SUITE 1
PORT CHARLOTTE, FL 33952

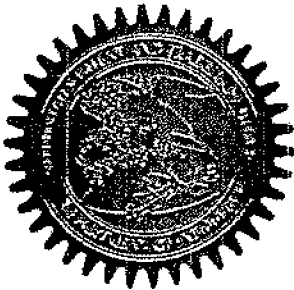
FOR: MEDICAL IMAGING SERVICES, IN CLASS 44 (U.S. CLS. 100 AND 101).

FIRST USE 3-2-2009; IN COMMERCE 3-2-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 77-850,677, FILED 10-16-2009.

JAMES A. RAUEN, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office

United States of America

United States Patent and Trademark Office

Like No Other

Reg. No. 3,799,294

Registered June 8, 2010

Int. Cl.: 44

SERVICE MARK

PRINCIPAL REGISTER

ADVANCED IMAGING OF PORT CHARLOTTE, I.L.C. (FLORIDA LIMITED LIABILITY COMPANY)

2625 TAMiami TRAIL, SUITE 1
PORT CHARLOTTE, FL. 33952

FOR: MEDICAL IMAGING SERVICES, IN CLASS 44 (U.S. CLS. 100 AND 101).

FIRST USE 3-13-2006, IN COMMERCE 3-13-2006.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 77-850,669, FILED 10-16-2009.

JAMES A. RAUEN, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office

TRADEMARK
REEL: 005101 FRAME: 0950

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NIL