

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Radiology 24/7, LLC		12/02/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ONRAD, Inc.		
Street Address:	1770 Iowa Avenue		
Internal Address:	Suite 280		
City:	Riverside		
State/Country:	CALIFORNIA		
Postal Code:	92507		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3652800	RADIOLOGY 24/7	
CORRESPONDENCE DATA			
Fax Number:	2132231810		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2132231800		
Email:	mara@credolaw.com		
Correspondent Name:	Mara Morner-Ritt		
Address Line 1:	550 S. Hope St.		
Address Line 2:	Suite 2505		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	ONRAD		
NAME OF SUBMITTER:	Mark McCormick		

OP \$40.00 3652800

Signature:	/markmccormick/
Date:	12/30/2013
Total Attachments: 5 source=4 - Trademark Assignment Agreement#page1.tif source=4 - Trademark Assignment Agreement#page2.tif source=4 - Trademark Assignment Agreement#page3.tif source=4 - Trademark Assignment Agreement#page4.tif source=4 - Trademark Assignment Agreement#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (the "*Agreement*") is made this 2nd day of December, 2013 (the "*Effective Date*"), by and between Radiology 24/7, LLC, a Delaware limited liability company, with a principal address of 100 Bayview Circle, Suite 400, Newport Beach, CA 92660 ("Assignor"), and ONRAD, Inc., a Delaware corporation, with a principal business address of 1770 Iowa Avenue, Suite 280, Riverside CA 92507 ("Assignee").

WHEREAS, Assignor is the sole owner of all right, title and interest in and to the trademarks listed in the attached Schedule A (collectively, the "*Trademark*");

WHEREAS, Assignee desires to acquire the Trademark from Assignor, and Assignor wishes to assign the Trademark to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged:

1. Assignor does hereby assign, sell and transfer unto Assignee all of its right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, the right to sue for past, present and future infringement thereof, any registrations therefor, and all benefit of the Trademark. Assignor does further consent to the recordation of this Assignment with the United States Patent and Trademark Office and any foreign trademark offices.

2. Assignor represents and warrants that Schedule A is a complete and accurate schedule of all Trademarks owned or controlled by Assignor that use or incorporate the trademark RADIOLOGY 24/7, or any terms which may be deemed confusingly similar (as determined in accordance with applicable law) to RADIOLOGY 24/7.

3. Assignor hereby acknowledges that upon transfer to Assignee of the Trademark, Assignee shall be the sole and exclusive owner of all right, title and interest in and to such Trademark. Assignor agrees that from the date of this Agreement forward neither it, nor any of its agents, assigns, representatives, affiliated companies, partners or employees will assert any interest in, use or register with any agency or administrative body, any trademark, service mark, domain name or business name that is the same as or confusingly (as determined in accordance with applicable law) similar to the Trademark.

4. Assignor agrees, at Assignee's sole expense, to execute all oaths, assignments, powers of attorney, applications, and other papers necessary to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the trademark in a form acceptable for recordation in the United States Patent and Trademark Office, or any foreign trademark office.

5. This Agreement shall be governed by and construed in accordance with the internal laws (and not the choice-of-law rules) of the State of California, and in the event that any action is brought to enforce the provisions of this Agreement, the exclusive jurisdiction shall be in the federal or state courts located in the State of California and the venue of the same shall be in Los Angeles County, California. This Agreement may be modified or amended only by a written instrument executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either party except by an instrument in writing signed by the party granting the waiver. This Agreement may be executed in several identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument; in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

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RADIOLOGY 24/7, LLC
("Assignor")

By: _____

Name: Richard W. Johns

Title: Manager

[Signature Page to Trademark Assignment Agreement]

The foregoing assignment by Radiology 24/7, LLC is hereby accepted as of the 21 day
of December 2013.

ONRAD, INC.

By 
Name: David Willcutts
Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

Mark	Registration Number	Registration Date
RADIOLOGY 24/7	United States Reg. No. 3652800	May 15, 2009