

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM302962

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest (Trademarks) (Reel 5012/Frame 0759)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC, as Collateral Agent		04/29/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Merge Healthcare Incorporated		
Street Address:	350 North Orleans Street, 1st Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	CORPORATION: DELAWARE		
Name:	Merge Asset Management Corp.		
Street Address:	900 Walnut Ridge Drive		
City:	Hartland		
State/Country:	WISCONSIN		
Postal Code:	53029		
Entity Type:	CORPORATION: DELAWARE		
Name:	Merge eClinical Inc.		
Street Address:	900 Walnut Ridge Drive		
City:	Hartland		
State/Country:	WISCONSIN		
Postal Code:	53029		
Entity Type:	CORPORATION: DELAWARE		
Name:	Merge Healthcare Solutions Inc.		
Street Address:	900 Walnut Ridge Drive		
City:	Hartland		
State/Country:	WISCONSIN		
Postal Code:	53029		
Entity Type:	CORPORATION: DELAWARE		
Name:	Merge SF Holdings, Inc.		
Street Address:	900 Walnut Ridge Drive		
City:	Hartland		

TRADEMARK

State/Country:	WISCONSIN
Postal Code:	53029
Entity Type:	CORPORATION: DELAWARE
Name:	Merge SH Holdings, Inc.
Street Address:	900 Walnut Ridge Drive
City:	Hartland
State/Country:	WISCONSIN
Postal Code:	53029
Entity Type:	CORPORATION: DELAWARE
Name:	Requisite Software Inc.
Street Address:	900 Walnut Ridge Drive
City:	Hartland
State/Country:	WISCONSIN
Postal Code:	53029
Entity Type:	CORPORATION: DELAWARE
Name:	Merge Interactive, Incorporated
Street Address:	900 Walnut Ridge Drive
City:	Hartland
State/Country:	WISCONSIN
Postal Code:	53029
Entity Type:	CORPORATION: 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

TRADEMARK

Property Type	Number	Word Mark
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
Registration Number:	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

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1079774	VITA-STAT
Registration Number:	4369358	MERGE HONEYCOMB
Serial Number:	85247611	BETTER HEALTH, BETTER WEALTH

CORRESPONDENCE DATA
Fax Number: 70444448857
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 7043432104
Email: twitcher@mcguirewoods.com
Correspondent Name: Terry L. Witcher, Paralegal
Address Line 1: McGuireWoods LLP
Address Line 2: 201 N. Tryon Street, Suite 3000
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2057502-1001
NAME OF SUBMITTER:	Terry L. Witcher, Paralegal
SIGNATURE:	/s/ Terry L. Witcher
DATE SIGNED:	04/29/2014

Total Attachments: 6
source=Merge Executed Trademark Release#page1.tif
source=Merge Executed Trademark Release#page2.tif
source=Merge Executed Trademark Release#page3.tif
source=Merge Executed Trademark Release#page4.tif
source=Merge Executed Trademark Release#page5.tif
source=Merge Executed Trademark Release#page6.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST
(Trademarks)**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST, dated as of April 29, 2014, is made by Jefferies Finance LLC, in its capacity as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement defined below). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement, as applicable, referred to below.

WHEREAS, Merge Healthcare Incorporated, a Delaware corporation (the “Company”), the Subsidiaries of the Company party thereto as Subsidiary Guarantors (the “Subsidiary Guarantors”, and together with the Company, collectively, the “Grantors”), the financial institutions from time to time party thereto as Lenders (the “Lenders”), Bank of America, N.A., as Issuing Bank and Swingline Lender, and Jefferies Finance LLC, as Administrative Agent and as Collateral Agent, entered into 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”);

WHEREAS, in connection with the Credit Agreement, the Grantors and the Collateral Agent entered into that certain Security Agreement, dated as of April 23, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which each of the Grantors granted to the Collateral Agent a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including, without limitation, those identified on Schedule A hereto (the “Trademarks”);

WHEREAS, in order to further evidence the Security Interest of the Collateral Agent in all of the Trademarks of the Grantors, the Grantors party thereto and the Collateral Agent entered into that certain Trademark Security Agreement, dated as of April 23, 2013, made by the Grantors party thereto in favor of the Collateral Agent, which Trademark Security Agreement was recorded at the United States Patent and Trademark Office on April 24, 2013 at Reel 5012 and Frame 0759; and

WHEREAS, in connection with the termination of the Commitments and repayment of all outstanding Loans and other Obligations in full under the Credit Agreement, the Collateral Agent has agreed to terminate and release (without any recourse to the Collateral Agent or any Lender and without any representation or warranty of any kind (either express or implied) by the Collateral Agent or any Lender) its Security Interest in all of the Trademarks of the Grantors, including, without limitation, those identified on Schedule A hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, releases, cancels, relinquishes and discharges (without any recourse to the Collateral Agent or any Lender and without any representation or warranty of any kind (either express or implied) by the Collateral Agent or any Lender) its Security Interest, and any right, title or interest of the Collateral Agent in all of the Trademarks of each Grantor, including the following Trademarks:

1. all Trademarks of each Grantor, including the United States registered Trademarks and Trademark applications listed on Schedule A attached hereto;
2. all Goodwill associated with such Trademarks; and
3. all Proceeds of any and all of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark identified on Schedule A hereto or (b) injury to the Goodwill associated with any Trademark identified on Schedule A hereto.


The Collateral Agent agrees to execute and deliver to any Grantor all documents that such Grantor shall reasonably request to evidence such termination and release. All of the foregoing shall be at the sole expense of such Grantor, with no recourse to the Collateral Agent or any Lender and without any representation or warranty of any kind (either express or implied) by the Collateral Agent or any Lender, and shall be subject to the terms of the Credit Agreement, the Security Agreement and the other Security Documents.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release of Security Interest to be duly executed as of the date first set forth above.

JEFFERIES FINANCE LLC, as Collateral Agent

By:



Name: J. Paul McDonnell
Title: Managing Director

Schedule A
to Termination and Release of Security Interest
Trademark Registrations and Applications

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Merge eClinical, Inc.	4031868	VERACITY
Requisite Software Inc.	4029913	REQUISITE SOFTWARE
Merge eClinical, Inc.	4029060	VERACITY
Merge Healthcare Incorporated	3975941	ICONNECT
Merge Healthcare Solutions, Inc.	3939697	OIS EYESCAN
Merge Healthcare Solutions 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
Merge Healthcare Solutions Inc.	3839403	RADSTREAM
Merge eClinical, Inc.	3674671	CLINICAL ASSET MANAGEMENT
Merge Healthcare Incorporated	3603235	MERGE HEALTHCARE
Merge Healthcare Incorporated	3563272	EFILM WORKSTATION
Merge Healthcare Solutions, Inc.	3561633	IRI
Merge Healthcare Solutions, Inc.	3542015	OIS SYMPHONY
Stryker Corporation	3520976	REMOTEREAD
Merge Healthcare Solutions, Inc.	3459819	INTEGRATED RETINAL IMAGER
Merge Healthcare Solutions, Inc.	3412922	EMPOWERING THE BUSINESS OF IMAGING
Merge SH Holdings, Inc.	3399922	GROUP-STAT

OWNER	REGISTRATION NUMBER	TRADEMARK
Merge Healthcare Solutions, Inc.	3373760	DOCUPUMP
Merge Healthcare Solutions, Inc.	3370159	ILUMIVIEW
Merge Healthcare Solutions, Inc.	3303583	DOCUCART
Merge Healthcare Solutions, Inc.	3257122	VISION REACH
Cedara Software, Corp.	3236151	ORTHOWORKS
Merge Healthcare Solutions Inc.	3231810	REALTIME WORKLIST
Stryker Corporation	3214468	VIEWCAPSULE
Merge Healthcare Solutions Inc.	3200060	IMAGEBANK
Requisite Software Inc.	3191095	DATASYNC
Merge Healthcare Solutions Inc.	3182981	VISION SERIES
Merge Healthcare Solutions Inc.	3175220	DOCUCODE
Merge Healthcare Solutions Inc.	3165563	ORTHOOCR
Stryker Imaging Corporation	3140581	CASEPLAN
Stryker Imaging Corporation	3126225	OFFICEPACS
Stryker Imaging Corporation	3113206	QUICKREAD
Merge Healthcare Solutions, Inc.	3048593	AUTOMONTAGE
Merge Healthcare Solutions Inc.	2920926	OPTISHOP
Merge Healthcare Solutions, Inc.	2914015	OPHTHALMOLOGY OFFICE
Stryker Imaging Corporation	2882107	REMOTEVIEW BOX
Merge Healthcare Solutions Inc.	2838749	CADSTREAM
Stryker Imaging Corporation	2836953	ORTHOPACS
Merge Healthcare Solutions Inc.	2759389	AMICAS
Merge Healthcare Solutions Inc.	2727824	DOCURX
Merge Healthcare Solutions Inc.	2716299	DOCUSAFE
Merge Healthcare Solutions Inc.	2669759	EMAGEON
Merge Healthcare Solutions Inc.	2642267	CARDIOIMS
Docusys, Inc.	2589005	DOCUJECT
Merge SH Holdings Inc.	2495117	LIFECLINIC
Merge SH Holdings Inc.	2495116	LIFECLINIC
Merge SH Holdings Inc.	2495115	LIFECLINIC

OWNER	REGISTRATION NUMBER	TRADEMARK
Cedara Software Corp.	2367321	DICOM IMAGE MANAGER
Merge Healthcare Solutions Inc.	1965898	EMED
Merge Healthcare Solutions Inc.	1917687	ARCHIUM
Merge Healthcare Solutions Inc.	1852303	C PLUS DESIGN
Merge Healthcare Solutions Inc.	1414772	PAR
Merge SH Holdings Inc.	1079774	VITA-STAT
Merge Healthcare, Inc.	NA	MERGE HEALTHCARE (Stylized)
Merge Healthcare Incorporated	4369358	MERGE HONEYCOMB

Applications:

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