

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352148

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InSight Health Corp.		08/13/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3638874	RESULTS. RIGHT. NOW.	
Registration Number:	3310579		
Registration Number:	3271336	INSIGHT IMAGING	
Registration Number:	2485208	INSIGHT	
Registration Number:	2432997	OPEN MRI	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-3605		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Genevieve Dorment, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1940		
NAME OF SUBMITTER:	Genevieve Dorment		
SIGNATURE:	/gd/		
DATE SIGNED:	08/20/2015		

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Total Attachments: 5

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GRANT OF TRADEMARK SECURITY INTEREST

GRANT OF TRADEMARK SECURITY INTEREST (this “**Grant**”), dated as of August 13, 2015, made by InSight Health Corp. (the “**Grantor**”), in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, “**Administrative Agent**,” and referred to herein as “**Secured Party**”). Each capitalized term used in this Grant that is not defined in the Guarantee and Collateral Agreement (as defined below), the Credit Agreement (as defined below) or in this Grant, but that is defined in the New York UCC shall have the meaning set forth in Articles 1, 8 or 9 of the New York UCC.

WHEREAS, the Grantor owns and uses in its business, and will, in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

WHEREAS, the Grantor has entered into a Credit Agreement, dated as of August 13, 2015 (said Credit Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”), with Diagnostic Imaging Holdings, Inc., a Delaware corporation, the financial institutions party thereto from time to time (each, individually referred to herein as a “**Lender**” and collectively, as “**Lenders**”) and Secured Party, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Grantor;

WHEREAS, the Grantor may from time to time enter, or may from time to time have entered, into one or more Specified Swap Agreements, or may from time to time obtain, or may from time to time have obtained, one or more Bank Products; and

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of August 13, 2015 (said Guarantee and Collateral Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time, being the “**Guarantee and Collateral Agreement**”), among the Grantor, Secured Party and the other grantors named therein, the Grantor has granted in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

Now, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to Secured Party pursuant to the Guarantee and Collateral Agreement, the Grantor hereby collaterally assigns to Secured Party, and hereby grants to Secured Party a security interest in, all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (the “**Trademark Collateral**”):

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (including, without limitation, those listed in Schedule A hereto), and the right to obtain all renewals thereof; and

(ii) all Proceeds (as defined in the Guarantee and Collateral Agreement), Supporting Obligations (as defined in the New York UCC) and products of any and all of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the "Trademark Collateral" include, and the Grantor shall not be deemed to have granted a security interest in any of the Grantor's rights in or under, any United States intent-to-use trademark or service mark application to the extent that, and solely during the period prior to the filing of evidence of use of such trademark or service mark, the grant of a security interest therein would invalidate such intent-to-use trademark or service mark application under Federal law.

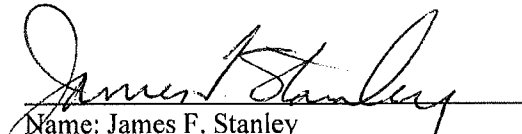
The Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Grantor has caused this GRANT OF TRADEMARK SECURITY INTEREST to be duly executed and delivered by its officer thereunto duly authorized as of the 13th day of August, 2015.

INSIGHT HEALTH CORP.

By: 
Name: James F. Stanley
Title: Chief Financial Officer & Treasurer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent



By:

Name: **Vanessa Chiu**
Title: **Executive Director**

SCHEDULE A

Trademark Registrations and Applications

Trademark	U.S. Serial / Reg. No.
RESULTS. RIGHT. NOW.	3638874
DESIGN ONLY	3310579
INSIGHT IMAGING	3271336
INSIGHT	2485208
OPEN MRI & design	2432997