

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release Reel 5261 Frame 0837		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as the Second Lien Collateral Agent		08/22/2017	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	AMERICAN RADIOLOGY SERVICES LLC		
Street Address:	1510 Cotner Avenue		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76076256	ARS	
Serial Number:	78757073	A AMERICAN RADIOLOGY SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	200 Park Avenue, 28th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	91825.00044		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		
DATE SIGNED:	08/28/2017		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of August 22, 2017 (the “Effective Date”), is made by Barclays Bank PLC, in its capacity as collateral agent pursuant to the Second Lien Credit and Guaranty Agreement, dated as of March 25, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), by and among RadNet Management, Inc., as borrower (the “Borrower”), RadNet, Inc. and certain subsidiaries and affiliates of the Borrower, as guarantors and the lenders party thereto from time to time (in such capacity, the “Second Lien Collateral Agent”), in favor of the Grantors party to the Second Lien Trademark Security Agreement identified below.

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of March 25, 2014, by and among RadNet Management, Inc., RadNet, Inc. (“RadNet”), American Radiology Services LLC (“ARS”), Breastlink Medical Group, Inc. (“Breastlink”), Community Imaging Partners, Inc., eRad, Inc. (“eRad”) and Image Medical Corporation (each, a “Grantor” and collectively, the “Grantors”), the Second Lien Collateral Agent and certain other parties thereto (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Second Lien Security Agreement”), the Grantors granted to the Second Lien Collateral Agent, in its capacity as Second Lien Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Second Lien Security Agreement, the Grantors executed and delivered a Trademark Security Agreement dated as of March 25, 2014 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Second Lien Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 16, 2014 at Reel/Frame No. (i) 5261/0742 with respect to RadNet, (ii) 5261/0814 with respect to eRad, (iii) 5261/0830 with respect to Breastlink and (iv) 5261/0837 with respect to ARS.

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Second Lien Security Agreement or the Second Lien Trademark Security Agreement, as applicable.
2. Release. The Second Lien Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademarks set forth on Schedule I attached hereto arising under the Second Lien Security Agreement and the Second Lien Trademark Security Agreement. If and to the extent that the Second Lien Collateral Agent has acquired any right, title or interest in and to such trademarks under the Second Lien Trademark Security Agreement, the Second Lien Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors party to the Second Lien Trademark Security Agreement.
3. Further Assurances. The Second Lien Collateral Agent agrees to take all further actions, and provide to the Grantors and their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all

documents or other instruments), reasonably requested by any Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

4. Governing Law. The terms of Sections 10.14, 10.15 and 10.16 of the Second Lien Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

IN WITNESS WHEREOF, the Second Lien Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BARCLAYS BANK PLC, as the Second Lien
Collateral Agent

By: 

Name: *Chris Walton*

Title: *Director*

[Signature Page to Release of Security Interests in Trademarks]

TRADEMARK
REEL: 006139 FRAME: 0252

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date	Application / Registration No.	Registration Date
RADNET	76331080	10/29/2001	2639209	10/22/2002
(design with bar, bands or lines; circle figures or designs including semi-circles and incomplete circles)	76672153	02/01/2007	3337802	11/20/2007
A PREMIER NETWORK OF CENTERS PROVIDING DIAGNOSTIC RADIOLOGY AND IMAGING SERVICES	76671534	01/19/2007	3411061	04/08/2008
RADNET, inc. (with design)	76671533	01/19/2007	3296186	09/25/2007
eRAD	75813236	10/1/99	2711656	4/29/03
ERAD	76699550	9/21/09	3963892	5/24/11
Breastlink	85726424	9/11/12	4382761	8/13/2013
A American Radiology Services, Inc.	78757073	11/15/05	3356141	12/18/07
ARS	76076256	6/22/00	2467830	7/10/01