

05-06-2003



102440034

To the Honorable Commissioner of Patents and Trademarks

original documents or copy thereof.

5-6-03

1. Name of conveying party(ies):  
REGIONAL DIAGNOSTICS, L.L.C.

5-6-03

- Individual(s)
- General Partnership
- Corporation-State
- Other Florida Limited Liability Company
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 04/30/2003

2. Name and address of receiving party(ies)

Name: MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services, as Agent

Street Address: 222 N. LaSalle Street-16th Flr

City: Chicago State: IL Zip: 60601

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other a division of a Delaware corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) n.a.

B. Trademark Registration No.(s) 1942306

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Federal Research Company, LLC  
1030 15th Street, NW, Suite 920  
Washington, DC 20005

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

05/07/2003 6TON11 00000048 1942306

01 FC-8521

40.00 OP

Penelope Johnson  
Name of Person Signing

*Penelope Johnson*  
Signature

05/01/2003

Date

Total number of pages including cover sheet, attachments, and document: 5

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 30th day of April, 2003 by REGIONAL DIAGNOSTICS, L.L.C., a Florida limited liability company ("Grantor"), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders parties to the Credit Agreement (defined below) ("Grantee"):

### W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement.

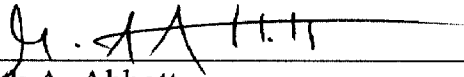
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**REGIONAL DIAGNOSTICS, L.L.C.**, a Florida limited liability company

By:   
Name: Mark A. Abbott  
Its: President

Agreed and Accepted  
As of the Date First Written Above.

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

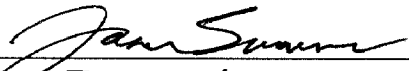
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**REGIONAL DIAGNOSTICS, L.L.C.**, a Florida  
limited liability company

By: \_\_\_\_\_  
Name: Mark A. Abbott  
Its: President

Agreed and Accepted  
As of the Date First Written Above.

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Agent

By:   
Name: Jason Swanson  
Its: Vice President

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<b><u>Trademark Description</u></b>	<b><u>U.S. Registration No.</u></b>	<b><u>Date Registered</u></b>
Depiction of a cylindrical magnet and magnetic field bearing the letters N and S and the words "Regional MRI"	1942306	12/19/1995

**TRADEMARK APPLICATIONS**

None.