

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
Barrington Medical Imaging, LLC		09/18/2009	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Medical Imaging Holdings, Inc.		
Street Address:	1150 Catamount Dr.		
City:	Golden		
State/Country:	COLORADO		
Postal Code:	80403		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77610745	PULSE TECHNOLOGIES	
Serial Number:	77610807	ESP TECHNOLOGY	
Serial Number:	77616504	SERVICE WIZARD	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-739-5397		
Email:	fgordon@morganlewis.com		
Correspondent Name:	Anita B. Polott		
Address Line 1:	Morgan, Lewis & Bockius LLP		
Address Line 2:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	068580.0007		
NAME OF SUBMITTER:	Anita B. Polott		

CH \$90.00 77610745

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TRADEMARK
REEL: 004065 FRAME: 0088

Signature:	/Anita B. Polott/
Date:	09/21/2009
Total Attachments: 4 source=Trademark Assignment (Executed)#page1.tif source=Trademark Assignment (Executed)#page2.tif source=Trademark Assignment (Executed)#page3.tif source=Trademark Assignment (Executed)#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this "Agreement") is entered into as of September 18, 2009 (the "Effective Date") by and between Barrington Medical Imaging, LLC, an Illinois limited liability company ("Assignor"), and Medical Imaging Holdings, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor, William J. Erbes and William C. Yovic, the members of Assignor, and Assignee have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "APA"), providing for, among other things, the sale, conveyance, transfer and delivery by Assignor of all right, title and interest in and to intellectual property owned by Assignor; and

WHEREAS, Assignor has agreed to transfer, sell and assign to Assignee all right, title and interest in and to the marks and/or trade names set forth on Schedule A hereto, together with the goodwill of the businesses associated therewith (collectively, the "Marks").

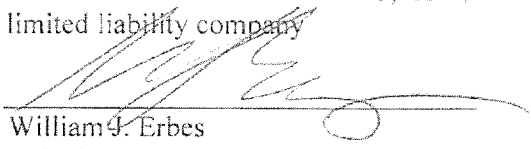
NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the APA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all right, title, and interest in and to the Marks free and clear of all Liens.
2. Rights and Privileges. All rights and privileges, including without limitation the right to sue for and receive all damages from past infringements of the Marks, shall be held and enjoyed by Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. Assignor agrees to execute and deliver at any future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Marks.
4. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Marks.
5. Governing Law. This Agreement shall be governed by and construed in accordance with the terms and conditions set forth in Section 10.5 of the APA.
6. Defined Terms. Any defined term not specifically defined herein shall have the meaning specified in the APA.
7. Counterparts. This Agreement may be executed in two or more counterparts, which may be facsimile counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

ASSIGNOR:

BARRINGTON MEDICAL IMAGING, LLC, an
Illinois limited liability company

By: 
Name: William J. Erbes
Title: Principal

ASSIGNEE:

MEDICAL IMAGING HOLDINGS, INC., a
Delaware corporation

By: _____
Name: Jeffrey M. Soinski
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

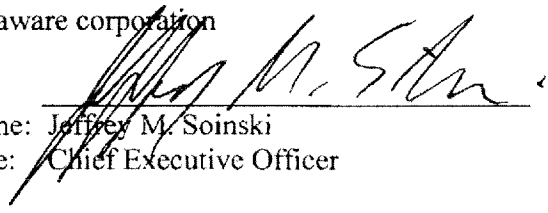
ASSIGNOR:

BARRINGTON MEDICAL IMAGING, LLC, an
Illinois limited liability company

By: _____
Name: William J. Erbes
Title: Principal

ASSIGNEE:

MEDICAL IMAGING HOLDINGS, INC., a
Delaware corporation

By: 
Name: Jeffrey M. Soinski
Title: Chief Executive Officer

SCHEDULE A

Mark	Appln./Reg. or Serial No.	Goods/Services
1. PULSE TECHNOLOGIES	SERIAL NO: 77/610745	Computer hardware and software system for remotely monitoring environmental conditions and controlling devices within a building, facility, grounds, or designated spatial area.
2. ESP TECHNOLOGY	SERIAL NO: 77/610807	Computer hardware and software system for remotely monitoring environmental conditions and controlling devices within a building, facility, grounds, or designated spatial area.
3. SERVICE WIZARD	SERIAL NO: 77/616504	Maintenance and servicing of medical imaging apparatus used in medical imaging centers.