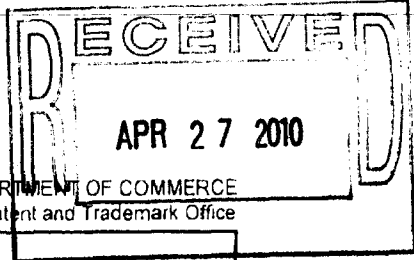


RE

04-28-2010



Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)



DEPARTMENT OF COMMERCE
Patent and Trademark Office

REC
TF

103595876

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

4/27/10

1. Name of conveying party(ies):

Radiology Professional Solutions, PC (f/k/a Radiology 24/7, PC)

- Individual(s)
- General Partnership
- Corporation- State: NV
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) April 1, 2010

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Radiology 24/7, LLC

Internal

Address:

Street Address: 100 Bayview Circle, Suite 400

City: Newport Beach

State: CA

Country: USA

Zip: 92660

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3652800

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown).

Word Mark "Radiology 24/7"

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

Name: Radiology 24/7, LLC

Internal Address:

Street Address: 100 Bayview Circle, Suite 400

City: Newport Beach

State: CA Zip: 92660

Phone Number: 800-544-3215

Fax Number:

Email Address: eglovinsky@alliancehealthcareservices.us

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 04/27/2010 NJAMA1 00000014 3652800

Authorized User Name 01 FC:8521

40.00 00

9. Signature:

Eli Glovinsky
Signature

April 1, 2010
Date

Eli Glovinsky, Secretary
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made and entered into as of the 1st day of April, 2010, by and between Radiology 24/7, LLC, a Delaware limited liability company (the "Company"), and Radiology Professional Solutions, PC, a Nevada professional corporation (hereinafter the "Assignor").

WHEREAS, Assignor has adopted, used and is using the registered and common law trademarks and service marks set forth on Schedule A (the "Assigned Marks");

WHEREAS, Assignor and Company are parties to a Contribution Agreement dated April 1, 2010 (the "Contribution Agreement") by and between Assignor and Company, under which Assignor is contributing to Company the Assigned Marks;

WHEREAS, Assignor desires to confirm the assignment to the Company of all of Assignor's right, title and interest in and to the Assigned Marks, including all goodwill pertaining thereto; and

WHEREAS, Company is willing to accept such assignment on the terms and conditions set forth herein and in the Contribution Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and incorporating the recitals set forth above, Assignor and Company agree as follows:

1. Transfer of Assigned Mark. Assignor hereby transfers and assigns all of its right, title and interest whatsoever in and to the Assigned Marks, all applications to register the Assigned Marks, and all registrations of the Assigned Marks, together with the goodwill of all business connected with the use of and symbolized by the Assigned Marks, to the Company including the right to sue for and obtain damages or other available remedies for all past, present and future infringements of the Assigned Marks.

2. Miscellaneous.

(a) Entire Agreement. The provisions of this Agreement, as supplemented by the Contribution Agreement, constitute the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof.

(b) Governing Law. THE VALIDITY, CONSTRUCTION, AND PERFORMANCE OF THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA AND THE LAWS OF THE UNITED STATES OF AMERICA TO THE EXTENT APPLICABLE.

(c) Successors; Assigns. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors or assigns.

[Signatures appear on the following page.]

INTENDING TO BE BOUND, ASSIGNOR has hereunto set their hand this 29 day of MARCH, 2010.

Radiology Professional Solutions, PC

By: [Signature]

Name: Sandip Patidar, MD
Title: Chief Executive Officer

STATE OF CALIFORNIA)
COUNTY OF San Diego)

On March 29, 2010, before me, Sarah Ann Martin, a Notary Public, personally appeared Sandip Patidar who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

ASSIGNED MARKS

- 1) **Trademarked Word Mark “Radiology 24/7” – Federal Registration Number 3652800**
- 2) **The following unregistered logos:**



Schedule A