

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Alliance Medical, Inc.		09/15/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation		
<b>Street Address:</b>	2 Bethesda Metro Center		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1851065	ALLMED	
<b>Registration Number:</b>	2008521	ALLMED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)443-5697		
<b>Phone:</b>	404-443-5742		
<b>Email:</b>	lallen@mcguirewoods.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Lizzie Garner, Esq.		
<b>Address Line 1:</b>	1230 Peachtree Street, N.E.		
<b>Address Line 2:</b>	Suite 2100		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	2060236-0029 (SARNOVA)		
<b>NAME OF SUBMITTER:</b>	Latosha E. Allen		

OP \$65.00 1851065

**900202229**

**TRADEMARK  
 REEL: 004623 FRAME: 0826**

Signature:	/Latosha E. Allen/
Date:	09/15/2011
<b>Total Attachments: 6</b> source=Samova - Trademark Security Agreement (Alliance Medical marks) #page1.tif source=Samova - Trademark Security Agreement (Alliance Medical marks) #page2.tif source=Samova - Trademark Security Agreement (Alliance Medical marks) #page3.tif source=Samova - Trademark Security Agreement (Alliance Medical marks) #page4.tif source=Samova - Trademark Security Agreement (Alliance Medical marks) #page5.tif source=Samova - Trademark Security Agreement (Alliance Medical marks) #page6.tif	

## Trademark Security Agreement

THIS Trademark Security Agreement, dated as of September 15, 2011, is made by Alliance Medical, Inc. (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 6, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Sarnova HC, LLC, Tri-anim Health Services, Inc. and BEMS Holdings, LLC, (together, the "Borrowers"), the other Loan Parties thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date with the Credit Agreement in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

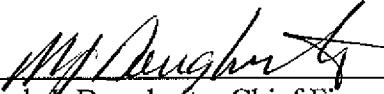
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

In witness whereof, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ALLIANCE MEDICAL, INC.  
AS GRANTOR

By:   
Mark J. Dougherty, Chief Financial  
Officer and Secretary

ACCEPTED AND AGREED  
as of the date first written above:

GENERAL ELECTRIC CAPITAL CORPORATION  
As Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Security Agreement]

In witness whereof, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

ALLIANCE MEDICAL, INC.  
AS GRANTOR

By: \_\_\_\_\_  
Mark J. Dougherty, Chief Financial  
Officer and Secretary

ACCEPTED AND AGREED  
as of the date first written above:

GENERAL ELECTRIC CAPITAL CORPORATION  
As Administrative Agent

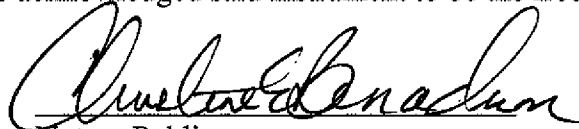
By:  \_\_\_\_\_  
Name: Milan Peter  
Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

**Acknowledgment of Grantor**

STATE OF Ohio )  
COUNTY OF Franklin ) SS

On this 6 day of September 2011 before me personally appeared Mark J. Dougherty, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Sarnova HC, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said company, and that he acknowledged said instrument to be the free act and deed of said company.

  
Notary Public



Christine E. Benadum  
Notary Public, State of Ohio  
My Commission Expires 11-22-2014

[Acknowledgment of Grantor for Trademark Security Agreement]

**Schedule 1  
To  
Trademark Security Agreement**

**REGISTERED TRADEMARKS**

<b>Mark</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Current Owner</b>
ALLMED	74291708 July 2, 1992	1,851,065 August 23, 1994	Alliance Medical, Inc.
ALLMED	75019913 October 31, 1995	2,008,521 October 15, 1996	Alliance Medical, Inc.

103881342.1