

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM358835

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GUGGENHEIM CORPORATE FUNDING, LLC		10/13/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	D.R. SYSTEMS, INC.		
Street Address:	10140 MESA RIM ROAD		
City:	SAN DIEGO		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1737507	EMIX	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<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:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	CRS1-40494		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
SIGNATURE:	/pja/		
DATE SIGNED:	10/14/2015		
Total Attachments: 4			
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OP \$40.00 1737507

**TERMINATION AND RELEASE OF SECURITY INTEREST
(Trademarks)**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST, dated as of October 13, 2015, is made by Guggenheim Corporate Funding, LLC, in its capacity as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement defined below). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement, as applicable, referred to below.

WHEREAS, Merge Healthcare Incorporated, a Delaware corporation (the “Company”), the Subsidiaries of the Company party thereto as Subsidiary Guarantors (the “Subsidiary Guarantors”, and together with the Company, collectively, the “Grantors”), the financial institutions from time to time party thereto as Lenders (the “Lenders”) and Corporate Funding, LLC, as Administrative Agent and as Collateral Agent, entered into that certain Credit Agreement, dated as of April 29, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to Section 5.11 of the Credit Agreement, D.R. Systems, Inc., a California corporation (“New Grantor”), executed and delivered a (i) joinder agreement, dated as of May 11, 2015, to become a Subsidiary Guarantor under the Credit Agreement and a Pledgor (as defined in the Security Agreement defined below) under that certain Security Agreement, dated as of April 29, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, the other Pledgors party thereto and the Collateral Agent, and (ii) Perfection Certificate Supplement, dated as of May 11, 2015;

WHEREAS, pursuant to the terms of the Credit Agreement and the Security Agreement, the New Grantor granted to the Collateral Agent a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by the New Grantor, including, without limitation, those identified on Schedule A hereto (the “Trademarks”);

WHEREAS, in order to further evidence the Security Interest of the Collateral Agent in all of the Trademarks of the New Grantor, the New Grantor and the Collateral Agent entered into that certain Trademark Security Agreement, dated as of May 11, 2015, made by the New Grantor in favor of the Collateral Agent, which Trademark Security Agreement was recorded at the United States Patent and Trademark Office on May 11, 2015 at Reel 5513 and Frame 0477; and

WHEREAS, in connection with the termination of the Commitments and repayment of all outstanding Loans and other Obligations in full under the Credit Agreement, the Collateral Agent has agreed to terminate and release its Security Interest in all of the Trademarks of the New Grantor, including, without limitation, those identified on Schedule A hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, releases,

cancels, relinquishes and discharges its Security Interest, and any right, title or interest of the Collateral Agent in all of the Trademarks of the New Grantor, including the following Trademarks:

1. all Trademarks of the New Grantor, including the United States registered Trademarks and Trademark applications listed on Schedule A attached hereto;
2. all Goodwill associated with such Trademarks; and
3. all Proceeds of any and all of the foregoing, including, without limitation, any claim by the New Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark identified on Schedule A hereto or (b) injury to the Goodwill associated with any Trademark identified on Schedule A hereto.

The Collateral Agent agrees to execute and deliver to the New Grantor all documents that the New Grantor shall reasonably request to evidence such termination and release. All of the foregoing shall be at the sole expense of the New Grantor.

[SIGNATURE PAGE FOLLOWS]

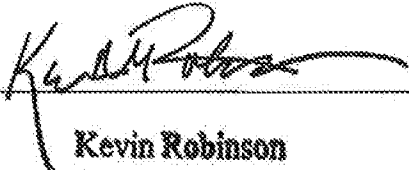
IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release of Security Interest to be duly executed as of the date first set forth above.

GUGGENHEIM CORPORATE FUNDING, LLC,
as Collateral Agent

By: _____

Name:

Title:


Kevin Robinson
Attorney-in-Fact

Schedule A

to Termination and Release of Security Interest

Trademark Registrations and Applications

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
D.R. Systems, Inc.	1,737,507	EMIX

[Schedule A to Termination and Release of Security Interest (Trademarks of New Grantor)]