

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Reinstated Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF MONTREAL		06/19/2017	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Alaris Income Growth Fund Partnership		
Street Address:	Suite 250, 333 24th Ave SW		
City:	Calgary		
State/Country:	CANADA		
Postal Code:	AB T2S 3E6		
Entity Type:	Partnership: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3799294	LIKE NO OTHER	
Registration Number:	3799296	THE CLEAR CHOICE	
CORRESPONDENCE DATA			
Fax Number:	7137546652		
<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:	713-374-3652		
Email:	morenoa@gtlaw.com		
Correspondent Name:	Francis R. Bradley, III		
Address Line 1:	1000 Louisiana Street, Suite 1700		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	132982.010500		
NAME OF SUBMITTER:	Francis R. Bradley, III		
SIGNATURE:	/frb/		
DATE SIGNED:	08/16/2017		
Total Attachments: 20			
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ASSIGNMENT AGREEMENT

THIS AGREEMENT is dated the 19th day of June, 2017 (the "Effective Date")

BETWEEN:

BANK OF MONTREAL

(the "Assignor")

- and -

ALARIS INCOME GROWTH FUND PARTNERSHIP

(the "Assignee")

- and -

PHOENIX HOLDINGS LIMITED

(the "New Borrower")

- and -

CERTAIN AFFILIATES OF THE BORROWER

(the "Credit Parties")

CONTEXT:

- A. The Assignor is a party to a Credit Agreement dated March 31, 2014 (as amended, supplemented or restated from time to time, the "Credit Agreement") between, *inter alia*, the Assignor as Lender and KMH Cardiology and Diagnostic Centres (the "Original Borrower").
- B. The Assignor has made certain Loans to the Original Borrower in Canadian dollars which, as of Effective Date, have been repaid in full.
- C. The Credit Agreement was amended on June 19, 2017 by an amending agreement pursuant to which, among other things, the New Borrower became the borrower thereunder in respect of certain Loans in U.S. dollars (the "Assigned Loans").
- D. The Assignor wishes to assign to the Assignee the Assigned Loans with all rights and obligations of the Assignor under the Credit Agreement, the security related to the U.S. entities specified in Schedule "A" attached hereto, (collectively, the "Security") and the other Loan Documents, in respect of the Credit Facilities.
- E. The Assignee wishes to accept assignment of the rights and obligations and assume them from the Assignor, all on the terms of this Agreement

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THEREFORE, the parties agree as follows:

1. Interpretation

Capitalized terms used in this Agreement and not otherwise defined have the meanings given to them in the Credit Agreement.

2. Assignment

2.1 Subject to the terms of this Agreement, the Assignor sells, transfers and assigns to the Assignee, and the Assignee purchases and assumes from the Assignor, without recourse and without representation or warranty (except as provided in this Agreement):

2.1.1 the Credit Facilities, including without limitation all of the Outstanding Obligations owing by the Borrower to the Assignor under the Credit Agreement;

2.1.2 the Credit Agreement, the Security and the other Loan Documents; and

2.1.3 all rights, benefits, obligations, liabilities and indemnities of the Assignor under and in connection with the Credit Agreement, the Security and the other Loan Documents.

the whole without any novation.

2.2 With effect on and after the Effective Date, the Assignee will:

2.2.1 be a party to, and succeed to all of the rights of the Assignor under, the Credit Agreement, resulting in a direct obligation of the Borrower to the Assignee;

2.2.2 be the Lender under the Credit Agreement in place of the Assignor; and

2.2.3 be obligated to perform, and will perform, all of the obligations of the Lender under the Credit Agreement.

2.3 It is the intent of the parties that as of the Effective Date:

2.3.1 the obligations of the Assignor under the Loan Documents will be extinguished in full and the Assignor will relinquish its rights and be released from its obligations under the Credit Agreement in full, without any novation of any kind; and

2.3.2 after giving effect to the assignment and assumption set out in this Agreement the Assignor will have no commitments with respect to the Credit Facilities, whether to advance or re-advance monies or otherwise.

2.4 As of the Effective Date, any suit, action or proceeding initiated by the Assignee arising out of, under, or in connection with any of the Loan Documents will be in the name of the Assignee only and not in the name of the Assignor.

3. Payments

As consideration for the sale, transfer and assignment contemplated in Section 2 of this Agreement, the Assignee will pay to the Assignor by certified cheque, bank draft or electronic funds transfer an amount equal to the Canadian dollar equivalent (based on the Exchange Rate of 1.4 as at the date hereof) of [REDACTED] (the "Total Payout Amount").

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4. Independent Credit Decision

The Assignee:

- 4.1 acknowledges that it has received:
 - 4.1.1 a copy of the Credit Agreement, the Security and the other Loan Documents and the schedules and exhibits to them and that it is satisfied with the terms of those documents; and
 - 4.1.2 all other documentation and information it has deemed appropriate to make its own credit and legal analysis and decision to enter into this Agreement;
- 4.2 will, independently and without reliance upon the Assignor and based on the documents and information that it deems appropriate at the time, continue to make its own credit, legal and other decisions in taking or not taking action under the Credit Agreement, the Security and the other Loan Documents.

5. Conditions Precedent

- 5.1 As between the Assignor and the Assignee, this Agreement will not be effective until all of the following conditions precedent have been satisfied:
 - 5.1.1 this Agreement will be executed and delivered by the Assignor and the Assignee; and
 - 5.1.2 the Assignee will pay to the Assignor the Total Payout Amount due to the Assignor under this Agreement;

provided that this Agreement will be of no force or effect if the Effective Date has not occurred on or before June 30, 2017.

6. Limited Representations, Warranties and "As Is, Where Is" Sale

- 6.1 The Assignor represents and warrants to the Assignee that:
 - 6.1.1 attached as Schedule B hereto is a true statement of the U.S. dollar Indebtedness according to the Assignor's records as of the date(s) set out in Schedule B;
 - 6.1.2 to the best of the knowledge of the Assignor, the Security comprises a list of all of the agreements which grant a security interest in favour of the Assignor;
 - 6.1.3 the Assignor has not released, discharged or previously assigned all or any part of the U.S. dollar Indebtedness or Security and the Assignor has not granted a security interest to any Person or otherwise encumbered the Indebtedness or the Security save and except for the Indebtedness and Security released pursuant to the payout and partial release dated as of the date hereof a copy of which is attached hereto as Schedule "B";
- 6.2 The Assignor makes no representation or warranty in connection with and assumes no responsibility with respect to:
 - 6.2.1 any statements, warranties or representations made in or relating to the Credit Agreement, the Security or any other Loan Document or the execution, legality,

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validity, enforceability, priority, genuineness, sufficiency or value of the Credit Agreement, the Security, any other Loan Document or any other instrument or document provided under them; or

6.2.2 the solvency, financial condition or statements of or the existence of defaults by the Loan Parties under or the performance or observance by the Loan Parties of their obligations under the Credit Agreement, the Security, any other Loan Document or any other instrument or document furnished in connection with any of them.

6.3 The Assignee represents and warrants that:

6.3.1 it is duly organized and validly existing under the laws of Ontario;

6.3.2 it has all necessary corporate power, authority and capacity to enter into and perform its obligations under this Agreement;

6.3.3 the execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of the Assignee;

6.3.4 this Agreement has been duly executed and delivered by the Assignee and constitutes a valid and binding obligation of the Assignee, enforceable against the Assignee in accordance with its terms, subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that equitable remedies, including specific performance, are discretionary and may not be ordered in respect of certain defaults; and

6.3.5 no notices to, or consents, authorizations or approvals of, any Person are required (other than any already given or obtained) for due execution, delivery and performance of this Agreement by the Assignee, and except for any agreements, undertakings or filings required by the Credit Agreement, no further action by, notice to, or filing with, any Person is required for that execution, delivery or performance.

7. The Assignee acknowledges and agrees that:

7.1.1 it has received copies of the Credit Agreement, Security and other Loan Documents, the schedules and exhibits to those documents, and that it is satisfied with the terms of those documents, and that it has received those other documents and information as it has deemed appropriate to make its own credit and legal analysis and decision to enter into this Agreement;

7.1.2 it will, independently and without reliance upon the Assignor and based on those documents and information as it will deem appropriate at the time, continue to make its own credit and legal decisions in taking or not taking action under the Loan Documents;

7.1.3 it is accepting the assignment of the U.S. dollar Indebtedness, the Credit Agreement, the Security, the Loan Documents on an "as is, where is" basis, without recourse against the Assignor in any respect;

7.1.4 it has satisfied itself on all matters with respect to the Credit Agreement, the U.S. dollar Indebtedness, the Security, the Loan Documents, and the assignment thereof

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and has not relied upon the Assignor or anyone on the Assignor's behalf with respect to any such matters whatsoever and however arising;

8. Further Assurances, Deliveries and Registrations

8.1 The Assignee hereby undertakes and agrees at its own cost after the Effective Date to forthwith register such documents, file such statements or applications and give such notices as may be required to record the assignment of the U.S. dollar Indebtedness and, the Security, and its solicitors are hereby authorized to do so, to the extent that the Lender's consent and authorization is required at all appropriate registry offices.

8.2 The Assignor shall within a reasonable time from the Effective Date deliver (to the extent such is in the possession of the Assignor) the original copies of the Loan Documents to the Assignee.

8.3 The Parties hereto hereby agree and undertake to the other at the sole cost and expense of the requesting party, to execute and deliver all further agreements and documents and provide all further assurances as may be reasonably required by any Party to give effect to this Agreement and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide such assurances, undertakings and information as may be required from time to time by all regulatory or governmental bodies or stock exchanges having jurisdiction over the affairs of a Party.

8.4 Bank Accounts with the Assignor

8.4.1 The Assignee and the other Parties hereto agree that the New Borrower and other Credit Parties shall not have any bank accounts with the Assignee at or after the Effective Date.

8.5 Indemnities Granted by Assignee

8.5.1 The Assignee agrees that, as of the Effective Date, the enforcement of, and all other dealings with, the U.S. dollar Indebtedness, the Credit Agreement, the Security and the Loan Documents shall be carried out or done in the name of the Assignee and not in the name of the Assignor and the Assignee shall forthwith take all necessary action required to carry out, do, permit or facilitate the foregoing. The Assignee hereby indemnifies and agrees to save harmless the Assignor from any and all losses, claims, suits, proceedings, judgments, orders, costs, expenses or liabilities that are caused by or otherwise attributable to such enforcement or dealings by the Assignee, its agents, successors or permitted assigns.

8.5.2 In addition to any other indemnity provided for in this Agreement, the Assignee hereby agrees to indemnify the Assignor upon demand in writing from the Assignor in respect of and against any losses, claims, suits, proceedings, judgments, orders, reasonable costs, reasonable expenses or liabilities which the Assignor may sustain or incur, arising from and/or relating to the Credit Agreement and the Loan Documents that are caused by or otherwise attributable to the action, inaction or omission of the Assignee from time to time and at any time on and after the date of this Agreement.

9. General

9.1 No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any Section of this Agreement is binding unless it is in writing and executed by

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each Party. No waiver of, failure to exercise, or delay in exercising, any Section of this Agreement constitutes a waiver of any other Section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

- 9.2 All payments made under this Agreement will be made without any set-off or counterclaim.
- 9.3 Except as otherwise specified in this Agreement, all costs and expenses (including the fees and disbursements of accountants, financial advisors, lawyers and other professional advisers) incurred in connection with this Agreement, the obligations under this Agreement and the completion of the transactions contemplated by this Agreement, are to be paid by the Party incurring those costs and expenses.
- 9.4 Any taxes exigible as a result of the transactions contemplated by this Agreement, other than taxes imposed on or measured on the Assignor's net income, capital gains, or capital by the jurisdiction, or any political subdivision of that jurisdiction, under the laws of which the Assignor is organized, will be for the account of the Assignee.
- 9.5 This Agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.
- 9.6 This Agreement constitutes the entire agreement between the Assignor and Assignee pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Assignor and Assignee and there are no representations, warranties or other agreements between the Assignor and Assignee, express or implied in connection with the subject matter of this Agreement except as specifically set out in this Agreement. No party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement.
- 9.7 Without the prior written consent of the other party to this Agreement, neither party will disclose this Agreement or the contents of it to any party, except that any party may make any disclosure:
 - 9.7.1 that is required to implement or enforce this Agreement, including to the other Parties to the Credit Agreement, the Security and the other Loan Documents;
 - 9.7.2 if required to do so by any law, regulation or order of a court of competent jurisdiction;
 - 9.7.3 if advised by legal counsel that it has a legal obligation to do so or if failure to do so may result in it incurring a liability to any other Person; or
 - 9.7.4 to its professional advisors and auditors.
- 9.8 This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province.
- 9.9 Each of the Parties irrevocably and unconditionally submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity, arising from this Agreement. To the extent permitted by applicable law, each of the parties:

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- 9.9.1 irrevocably waives any objection, including any claim of inconvenient forum, that it may now or in the future have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of that Province, or that the subject matter of this Agreement may not be enforced in those courts;
- 9.9.2 irrevocably agrees not to seek, and waives any right to, judicial review by any court which may be called upon to enforce the judgment of the courts referred to in this Section 9.9, of the substantive merits of any suit, action or proceeding; and
- 9.9.3 to the extent a party has or may acquire any immunity from the jurisdiction of any court or from any legal process, whether through service or notice, attachment before judgment, attachment in aid of execution, execution or otherwise, with respect to itself or its property, that party irrevocably waives that immunity in respect of its obligations under this Agreement.

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Each of the parties has executed and delivered this Agreement as of the Effective Date.

BANK OF MONTREAL

Per: _____

Name:
Title:

I have the authority to bind the Corporation.

**ALARIS INCOME GROWTH FUND PARTNERSHIP, by
one of its partners, ALARIS IGF CORP.**

Per: _____

Name: **Michael D. Ervin**
Title: **Chief Legal Officer & Corporate Secretary**

I have the authority to bind the Corporation and the
Partnership.

PHOENIX HOLDINGS LIMITED

Per: _____

Name:
Title:

I have the authority to bind the Corporation.

THE CREDIT PARTIES

ADVANCED IMAGING OF PORT CHARLOTTE LLC


Per: _____

Name: **Neena Kanwar**
Title: **President**

I have the authority to bind the Corporation.


Each of the parties has executed and delivered this Agreement as of the Effective Date.

ALARIS INCOME GROWTH FUND partnership, by one of its partners, ALARIS IGF CORP.

Per: 
Name:
Title:

I have the authority to bind the Corporation and the Partnership


PHOENIX HOLDINGS LIMITED

Per: 
Name:
Title:

I have the authority to bind the Corporation.

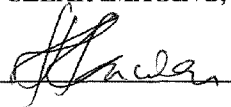
THE CREDIT PARTIES

ADVANCED IMAGING OF PORT CHARLOTTE LLC

Per: 
Name: Neena Kanwar
Title: President

I have the authority to bind the Corporation.

CRYSTAL CLEAR IMAGING, LTD.

Per: 
Name: Neena Kanwar
Title: Secretary

I have the authority to bind the Corporation.

Signature Page – Assignment Agreement


KMH HEALTH INC.

Per: 

Name: Neena Kanwar
Title: President

I have the authority to bind the Corporation.

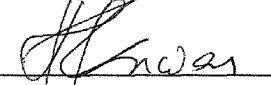
M-SQUARED DIAGNOSTICS, LLC

Per: 

Name: Neena Kanwar
Title: President

I have the authority to bind the Corporation.

MED EMANAGEMENT SERVICES, INC.

Per: 

Name: Neena Kanwar
Title: President

I have the authority to bind the Corporation.

MTL INVESTMENTS, LLC

Per: 

Name: Neena Kanwar
Title: President

I have the authority to bind the Corporation.

SAVN ADMINISTRATIVE SERVICES, INC.

Per: 

Name: Neena Kanwar
Title: President

Signature Page – Assignment Agreement

I have the authority to bind the Corporation.

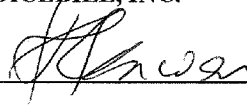
SRA VENTURES, INC.

Per: 

Name: Neena Kanwar
Title: President

I have the authority to bind the Corporation.

VASN MEDICEBILL, INC.

Per: 

Name: Neena Kanwar
Title: Co-President

I have the authority to bind the Corporation.

Signature Page – Assignment Agreement

BANK OF MONTREAL



Per: _____

Name: **Paul Findlay**
Title: **Senior Manager**

Per: _____

Name: **Murray A. Sutherland**
Title: **Vice-President, SAMU**



Signature Page – Assignment Agreement

SCHEDULE A

SECURITY

1. Guaranty and Collateral Agreement executed by Advanced Imaging of Port Charlotte, LLC (“**Advanced Imaging**”), Crystal Clear Imaging, Ltd. (“**Crystal Clear**”), KMH Health Inc. (“**KMH Inc.**”), M-Squared Diagnostics, LLC (“**M-Squared**”), MED eManagement Services, Inc. (“**MED**”), MTL Investments, LLC (“**MTL**”), SAVN Administrative Services, Inc. (“**SAVN**”), SRA Ventures, Inc. (“**SRA**”), VASN MEDICebill, Inc. (“**VASN**”), 2319359 and KMH ICIS in favour of the Lender.
2.
 - a) Share Certificate No. 2 representing 100 Common Shares of SAVN held by 2319359 together with corresponding share transfer powers duly executed by 2319359 in blank
 - b) Share Certificate No. 1 representing 100 Common Shares of VASN held by 2319359 together with corresponding share transfer powers duly executed by 2319359 in blank
 - c) Share Certificate No. 1 representing 100 Common Shares of MED held by 2319359 together with corresponding share transfer powers duly executed by 2319359 in blank
 - d) Share Certificate No. 4 representing 100 Common Shares of KMH Inc. held by KMH ICIS together with corresponding share transfer powers duly executed by KMH ICIS in blank
 - e) Share Certificate No. 5 representing 100 Common Shares of KMH Inc. held by KMH ICIS together with corresponding share transfer powers duly executed by KMH ICIS in blank
 - f) Share Certificate No. 10 representing 144 Common Shares of SRA held by KMH Inc. together with corresponding share transfer powers duly executed by KMH Inc. in blank
3. Debtor Account Control Agreement dated March 31, 2014 executed by Advanced Imaging in favour of the Lender.
4. Debtor Account Control Agreement dated March 31, 2014 executed by Crystal Clear in favour of the Lender.
5. Debtor Account Control Agreement dated March 31, 2014 executed by KMH Inc. in favour of the Lender.
6. Debtor Account Control Agreement dated March 31, 2014 executed by M Squared in favour of the Lender.
7. Debtor Account Control Agreement dated March 31, 2014 executed by MED in favour of the Lender.
8. Debtor Account Control Agreement dated March 31, 2014 executed by SRA in favour of the Lender.
9. Deposit Account Control Agreement (payroll) dated March 31, 2014 executed by SAVN in favour of the Lender.
10. Deposit Account Control Agreement (HAS Account) dated March 31, 2014 executed by SAVN in favour of the Lender.

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11. Deposit Account Instructions and Service Agreement (Government Healthcare Receivables) dated March 31, 2014 executed by Advanced Imaging in favour of the Lender.
12. Deposit Account Instructions and Service Agreement (Government Healthcare Receivables) dated March 31, 2014 executed by Crystal Clear in favour of the Lender.
13. Deposit Account Instructions and Service Agreement (Government Healthcare Receivables) dated March 31, 2014 executed by M-Squared in favour of the Lender.
14. Deposit Account Instructions and Service Agreement (Government Healthcare Receivables) dated March 31, 2014 executed by SRA in favour of the Lender.
15. Trademark Security Agreement dated March 31, 2014 executed by Advanced Imaging in favour of the Lender.

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ATTACHMENT:

Trademark Security Agreement dated March 31, 2014

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of March, 2014, among Guarantors listed on the signature pages hereof (collectively, jointly and severally, "Guarantors" and each individually, "Guarantor"), and Bank of Montreal (together with its successors, "Lender").

WITNESSETH:

WHEREAS, pursuant to (i) that certain Credit Agreement dated as of March 31, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among **KMH Cardiology and Diagnostic Centres** ("Borrower") and the direct and indirect Subsidiaries of Borrower that shall become parties to the Credit Agreement (as defined below) from time to time as a guarantor and together with any other Person that becomes a party thereto as provided therein (collectively, "Guarantors" and each, individually, a "Guarantor"), in favor of the Lender, Lender is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that certain Guarantors, including Guarantors, shall have executed and delivered to Lender that certain Guaranty and Collateral Agreement dated as of March 31, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Guarantors are required to execute and deliver to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Guarantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Guarantor hereby grants to Lender a continuing first priority security interest in all of such Guarantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"), to secure the Guaranteed Obligations:

(a) all of its Trademarks, including those referred to on Schedule I hereto, excluding any trademark application that has been filed as an "intent-to-use" application where no statement of use has been filed with the United States Patent and Trademark Office with respect to such application;

(b) all renewals of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Guarantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Each Guarantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Guarantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Guarantors shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Guarantors' obligations under this Section 4, Guarantors hereby authorize Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Guarantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


[SIGNATURE PAGE FOLLOWS]

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, each Guarantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GUARANTOR:

**ADVANCED IMAGING OF PORT
CHARLOTTE, LLC**, a Florida limited liability
company

By: 
Name: Neena Kanwar
Title: President

LENDER:

BANK OF MONTREAL

By: _____
Name: _____
Title: _____

BANK OF MONTREAL

By: _____
Name: _____
Title: _____

CHICAGO#2538162

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, each Guarantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GUARANTOR:

**ADVANCED IMAGING OF PORT
CHARLOTTE, LLC**, a Florida limited liability
company

By: _____
Name: Neena Kanwar
Title: President

LENDER:

BANK OF MONTREAL

By: *Deborah Cullen*
Name: _____ Deborah Cullen
Title: _____ Managing Director

BANK OF MONTREAL

By: *Kristina Safarova*
Name: _____ Kristina Safarova
Title: _____ Director

CHICAGO#2538162

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS/APPLICATIONS

Guarantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
Advanced Imaging of Port Charlotte, LLC	United States	LIKE NO OTHER	3,799,294	June 8, 2010
Advanced Imaging of Port Charlotte, LLC	United States	THE CLEAR CHOICE	3,799,296	June 8, 2010

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