

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441776

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		08/31/2017	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	BREASTLINK MEDICAL GROUP, INC.		
Street Address:	1510 COTNER AVENUE		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4382761	BREASTLINK	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	docketing@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP		
Address Line 1:	12275 El Camino Real		
Address Line 2:	Suite 200		
Address Line 4:	San Diego, CALIFORNIA 92130		
ATTORNEY DOCKET NUMBER:	04RR-243055		
NAME OF SUBMITTER:	Cindy Varela		
SIGNATURE:	/Cindy Varela/		
DATE SIGNED:	09/01/2017		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of August 31, 2017 (the “Effective Date”), is made by Barclays Bank PLC, in its capacity as collateral agent pursuant to the Credit and Guaranty Agreement, dated as of October 10, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among RadNet Management, Inc., as borrower (the “Borrower”), RadNet, Inc. and certain subsidiaries and affiliates of the Borrower, as guarantors and the lenders party thereto from time to time (in such capacity, the “Collateral Agent”), in favor of the Grantor party to the Trademark Security Agreement identified below.

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of October 10, 2012, by and among Breastlink Medical Group, Inc. (the “Grantor”), the Collateral Agent and certain other parties thereto (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement dated as of October 10, 2012 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 11, 2012 at Reel/Frame No. 4879/0301.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to all of the Grantor’s trademarks including the trademarks set forth on Schedule I attached hereto arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to such trademarks under the Trademark Security Agreement or the Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor .
3. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
4. Governing Law. The terms of Sections 10.14, 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BARCLAYS BANK PLC, as the Collateral Agent

By: 

Name: Jake Lam

Title: Assistant Vice President

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date	Application / Registration No.	Registration Date
Breastlink	85726424	9/11/12	4382761	8/13/2013