

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
American Imaging Management, Inc.	06/30/2006
RECEIVING PARTY DATA	
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc.
Street Address:	222 North LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5819228
CORRESPONDENCE DATA	
Fax Number:	(312)609-5005
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-609-7838
Email:	tsettle@vedderprice.com
Correspondent Name:	Tammy S. Settle
Address Line 1:	222 North LaSalle Street
Address Line 4:	Chicago, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	35330.00.0051/TSS
NAME OF SUBMITTER:	Tammy S. Settle
Total Attachments: 5 source=PatAMImaging#page1.tif source=PatAMImaging#page2.tif source=PatAMImaging#page3.tif source=PatAMImaging#page4.tif source=PatAMImaging#page5.tif	

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PATENT

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT OR INSTRUMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF JUNE 30, 2006 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG MERRILL LYNCH CAPITAL, AS FIRST LIEN AGENT (OR ITS SUCCESSORS AND ASSIGNS IN THAT CAPACITY), MERRILL LYNCH CAPITAL, AS SECOND LIEN AGENT (OR ITS SUCCESSORS AND ASSIGNS IN THAT CAPACITY), AND CERTAIN OTHER PERSONS PARTY OR THAT MAY BECOME PARTY THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT OR INSTRUMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") made as of this 30th day of June, 2006 by AMERICAN IMAGING MANAGEMENT, INC., an Illinois corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H:

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement, subject to the terms of the Intercreditor Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement, Security Agreement and Intercreditor Agreement. The Credit Agreement, Security Agreement and Intercreditor Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a

continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing and hereafter created, acquired or arising:

(i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.


3. Intercreditor Agreement. Notwithstanding anything to the contrary contained in this Agreement, the exercise by Agent of its rights and remedies hereunder shall be subject to the terms and conditions set forth in the Intercreditor Agreement.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:


AMERICAN IMAGING MANAGEMENT, INC., an
Illinois corporation

By: 

David Harrington
Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division
of Merrill Lynch Business Financial Services
Inc., as Administrative Agent

By: 
Name: Marc Preiser
Its: Vice President

SCHEDULE 1

PATENTS

<u>Patent Description</u>	<u>U.S. Patent No.</u>
Health care payment system utilizing an intensity adjustment factor applied to provider episodes of care	5819228

PATENT APPLICATIONS

None.

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