

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Cedara Software (USA) Limited	06/04/2008

RECEIVING PARTY DATA

Name:	Merrick RIS, LLC
Street Address:	233 North Michigan Avenue, Suite 2330
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601

PROPERTY NUMBERS Total: 15

Property Type	Number
Patent Number:	6901277
Patent Number:	7130457
Patent Number:	7209779
Patent Number:	7006862
Patent Number:	7142703
Patent Number:	7127090
Patent Number:	7127096
Patent Number:	7149331
Application Number:	09908432
Application Number:	11323179
Application Number:	11049588
Application Number:	11146668
Application Number:	10721976
Application Number:	10844026
Application Number:	11067594

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PATENT

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REEL: 021064 FRAME: 0815

CORRESPONDENCE DATA

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79134-017

NAME OF SUBMITTER:

BRIAN DAIGLE

Total Attachments: 4

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GRANT OF SECURITY INTEREST

(PATENTS)

THIS GRANT OF SECURITY INTEREST, dated as of June 4, 2008, is executed by Cedara Software (USA) Limited, a Delaware corporation (the "Grantor"), in favor of Merrick RIS, LLC, as the Secured Party (the "Secured Party").

A. Pursuant to that certain Securities Purchase Agreement, dated as of May 21, 2008, among Merge Healthcare Incorporated, Cedara Software (USA) Limited, Merge eMed, Inc. Cedara Software Corp., Cedara Software Limited, eFilm Medical Inc., Merge Cedara ExchangeCo Limited, Merge Technologies Holdings Co. and the Secured Party, the Secured Party has agreed to purchase that certain Senior Secured Term Note due June 4, 2010 (or other date as set forth therein) in the original aggregate principal amount of \$15,000,000, as the same may be amended from time to time.

B. The Grantor owns the letters patent, and/or applications for letters patent, of the United States and certain foreign countries, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof (collectively, the "Patents").

C. The Grantor and other entities party thereto from time to time have entered into a Security Agreement (Intellectual Property) dated as of June 4, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Secured Party.

D. Pursuant to the Security Agreement, the Grantor has assigned and granted to the Secured Party a security interest in all right, title and interest of the Grantor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further assign, transfer and convey unto the Secured Party and grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is:

Merrick RIS, LLC
233 North Michigan Avenue, Suite 2330
Chicago, Illinois 60601

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

**CEDARA SOFTWARE (USA)
LIMITED**

By: *K. Rardin*
Name: Kenneth D. Rardin
Title: Chief Executive Officer

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST**PATENTS**

Title	Date Filed	Patent Number
Methods for Generating a Lung Report	17-Jul-01	US6901277
Systems and Graphical User Interface for Analyzing Body Images	17-Jul-01	US7130457
Methods and Software for Retrospectively Gating a Set of Images	17-Jul-01	US7209779
Graphical User Interfaces and Methods for Retrospectively Gating a Set of Images	17-Jul-01	US7006862
Methods and Software for Self-Gating a Set of Images	17-Jul-01	US7142703
Methods and Systems for Combining a Plurality of Radiographic Images	30-Jul-01	US7127090
Method and Software for Improving Coronary Calcium Scoring Consistency	20-Nov-01	US7127096
Methods and Software for Improving Thresholding of Coronary Calcium Scoring	3-Sep-02	US7149331

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

PATENT APPLICATIONS

<u>Title</u>	<u>Jurisdiction</u>	<u>Application Date</u>	<u>Application No.</u>
Methods and System for Generating a Customizable Lung Report	US	17-Jul-01	09/908,432
Graphical User Interfaces and Methods for Retrospectively Gating a Set of Images	US	29-Dec-05	11/323,179
Methods and systems for combining a plurality of radiographic images	US	1-Feb-05	11/049,588
Method and software for improving coronary calcium scoring consistency	US	6-Jun-05	11/146,668
Methods and Software for Improving Thresholding of Coronary Calcium Scoring	US	31-May-06	Unknown
Method and Apparatus for Improving a Virtual Colonoscopy and A CT Angiography	US	25-Nov-03	10/721,976
Methods and Devices for Improving Coronary Calcium Scoring	US	12-May-04	10/844,026
Methods and Systems for Intensity Matching of a Plurality of Radiographic Images	US	25-Feb-05	11/067,594

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