

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Merge eMed, Inc., a Delaware corporation	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: 3	
Property Type	Number
Patent Number:	5513101
Patent Number:	5655084
Patent Number:	5469353
CORRESPONDENCE DATA	
Fax Number:	(310)277-4730
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	310.277.4110
Email:	bdaigle@mwe.com, portega@mwe.com
Correspondent Name:	BRIAN DAIGLE
Address Line 1:	2049 Century Park East, 38th Floor
Address Line 4:	Los Angeles, CALIFORNIA 90067
ATTORNEY DOCKET NUMBER:	79134-017
NAME OF SUBMITTER:	BRIAN DAIGLE

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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 Merge eMed, Inc., 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.

MERGE eMED, INC.

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
Radiological Image Interpretation Apparatus and Method	7-Jun-95	US5513101
Radiological image interpretation apparatus and method	1-Mar-96	US5655084
Radiological image interpretation apparatus and method*	26-Nov-93	US5469353

* Abandon

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

PATENT APPLICATIONS

None.

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RECORDED: 06/10/2008

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