

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Center for Diagnostic Imaging, Inc.		01/03/2005	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	P.O. Box 2558		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3138536	CDI	
Serial Number:	78760118	CDI CENTER FOR DIAGNOSTIC IMAGING	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7609		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Kirstie Howard, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1069		
NAME OF SUBMITTER:	Kirstie Howard		
Signature:	/kh/		

OP \$65.00 3138536

Date:

09/22/2006

Total Attachments: 6

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**GRANT OF SECURITY INTEREST
IN COPYRIGHT AND TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN COPYRIGHT AND TRADEMARK RIGHTS ("Agreement"), effective as of January 3, 2005, is made by CENTER FOR DIAGNOSTIC IMAGING, INC., a Minnesota corporation located at 5775 Wayzata Blvd., Minneapolis, MN 55416, (the "Borrower"), in favor of JPMORGAN CHASE BANK, N.A. as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of January 3, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Diagnostic Imaging Holdings, Inc., a Delaware corporation, the Borrower, the Lenders, the Syndication Agent named therein and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of January 3, 2005, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Administrative Agent for the benefit of the Lenders a continuing security interest in all Intellectual Property, including the Copyrights and the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Administrative Agent and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Copyrights (including, without

limitation, those items listed on Schedule A hereto) and the Trademarks (including, without limitation, those items listed on Schedule B hereto) (collectively, the "Collateral"), to the Administrative Agent for the benefit of the Lenders to secure payment, performance and observance of the Borrower Obligations.

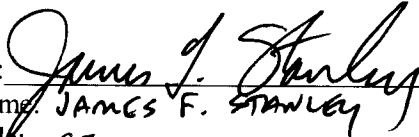
SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted to the Administrative Agent, for the benefit of the Lenders, pursuant to the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CENTER FOR DIAGNOSTIC IMAGING, INC.

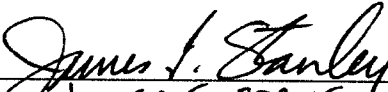
By: 
Name: JAMES F. STANLEY
Title: CFO
Date: 9/13/06

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders


By: _____
Name:
Title:
Date:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CENTER FOR DIAGNOSTIC IMAGING, INC.

By: 
Name: JAMES F. STANLEY
Title: CEO
Date: 9/13/06

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: 
Name: DAWN LEE LIM
Title: VICE PRESIDENT
Date: 9/14/06



SCHEDULE A

U.S. Copyrights

<u>Title</u>	<u>Copyright Registration Number and Registration Date</u>
Center for Diagnostic Imaging Web site www.cdiradiology.com	TXu 1-264-905, registered Dec. 2, 2005

SCHEDULE B

U.S. Registered Trademarks

<u>Mark</u>	<u>Registration or Application Number</u>
 <p>(DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS)</p>	U.S. Reg. No. 3,138,536
<p>CENTER FOR DIAGNOSTIC IMAGING</p>  <p>(DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS)</p>	Application Ser. No. 78/760,118