

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Primedex Health Systems, Inc.		07/30/2004	CORPORATION: NEW YORK
Beverly Radiology Medical Group III		07/30/2004	PARTNERSHIP: CALIFORNIA
Radnet Management, Inc.		07/30/2004	CORPORATION: CALIFORNIA
Beverly Radiology Medical Group, Inc.		07/30/2004	CORPORATION: CALIFORNIA
Pronet Imaging Medical Group, Inc.		07/30/2004	CORPORATION: CALIFORNIA
Radnet Sub, Inc.		07/30/2004	CORPORATION: CALIFORNIA
Socal MR Site Management, Inc.		07/30/2004	CORPORATION: CALIFORNIA
Radnet Management I, Inc.		07/30/2004	CORPORATION: CALIFORNIA
Diagnostic Imaging Services, Inc.		07/30/2004	CORPORATION: DELAWARE
Radnet Managed Imaging Services, Inc.		07/30/2004	CORPORATION: CALIFORNIA
Radnet Management II, Inc.		07/30/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	One Boston Place, 18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2639209	RADNET

CORRESPONDENCE DATA

Fax Number: (212)468-7900

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$40.00 2639209

Email: trademark-dc@mofo.com
Correspondent Name: Deborah L. Fine
Address Line 1: 1290 Avenue of the Americas
Address Line 4: New York, NEW YORK 10104

ATTORNEY DOCKET NUMBER:

51270-42

NAME OF SUBMITTER:

Amanda G. Bishop

Total Attachments: 6

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EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of July, 2004, between the Grantor listed on the signature pages hereof ("Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Primedex Health Systems, Inc., a New York corporation, as Parent ("Parent"), Radnet Management, Inc., a California corporation, as a borrower ("RMI"), Beverly Radiology Medical Group III, a California general partnership, as a borrower ("BRMCG" and together with RMI, "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
 - (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

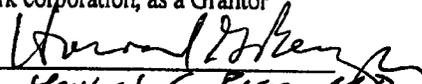
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

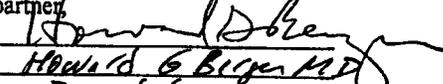
GRANTORS:

PRIMEDEX HEALTH SYSTEMS, INC., a
New York corporation, as a Grantor

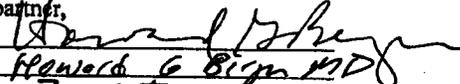
By: 
Name: Howard G. Bigan MD
Title: President

**BEVERLY RADIOLOGY MEDICAL
GROUP III,** a California general partnership, as
a Grantor

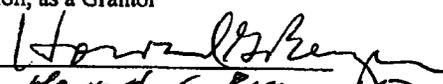
By: Beverly Radiology Medical Group, Inc., its
general partner,

By: 
Name: Howard G. Bigan MD
Title: President

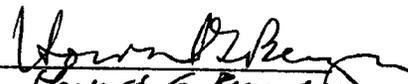
By: Pronet Imaging Medical Group, Inc., its
general partner,

By: 
Name: Howard G. Bigan MD
Title: President

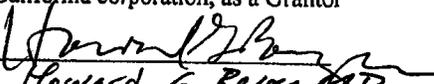
RADNET MANAGEMENT, INC., a California
corporation, as a Grantor

By: 
Name: Howard G. Bigan MD
Title: President

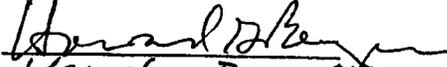
**BEVERLY RADIOLOGY MEDICAL
GROUP, INC.,** a California corporation, as a
Grantor

By: 
Name: Howard G. Bigan MD
Title: President

**PRONET IMAGING MEDICAL GROUP,
INC.,** a California corporation, as a Grantor

By: 
Name: Howard G. Bigan MD
Title: President

RADNET SUB, INC., a California corporation,
as a Grantor

By: 
Name: Howard G. Berger MD
Title: President

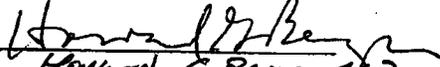
SOCAL MR SITE MANAGEMENT, INC., a
California corporation, as a Grantor

By: 
Name: Howard G. Berger MD
Title: President

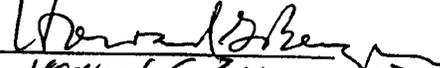
RADNET MANAGEMENT I, INC., a
California corporation, as a Grantor

By: 
Name: Howard G. Berger MD
Title: President

RADNET MANAGEMENT II, INC., a
California corporation, as a Grantor

By: 
Name: Howard G. Berger MD
Title: President

DIAGNOSTIC IMAGING SERVICES, INC.,
a Delaware corporation, as a Grantor

By: 
Name: Howard G. Berger MD
Title: Secretary

**RADNET MANAGED IMAGING
SERVICES, INC.**, a California corporation, as a
Grantor

By: 
Name: Howard G. Berger MD
Title: President

SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT

ny-584451

TRADEMARK
REEL: 002914 FRAME: 0078

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., a California
corporation, as Agent

By: 
Name: KATY J. BROOKS
Title: V.P.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Primedex Health Systems, Inc.	USA	RADNET	2,639,209	October 22, 2002

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.

ny-584451