

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment to and Reaffirmation of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Radnet Management, Inc.		09/14/2005	CORPORATION: CALIFORNIA
Beverly Radiology Medical Group III		09/14/2005	CORPORATION: CALIFORNIA
Primedex Health Systems, Inc.		09/14/2005	CORPORATION: NEW YORK
Beverly Radiology Medical Group, Inc.		09/14/2005	CORPORATION: CALIFORNIA
Pronet Imaging Medical Group, Inc.		09/14/2005	CORPORATION: CALIFORNIA
Radnet Sub, Inc.		09/14/2005	CORPORATION: CALIFORNIA
Social MR Site Management, Inc.		09/14/2005	CORPORATION: CALIFORNIA
Radnet Management II, Inc.		09/14/2005	CORPORATION: CALIFORNIA
Diagnostic Imaging Services, Inc.		09/14/2005	CORPORATION: DELAWARE
Radnet Managed Imaging Services, Inc.		09/14/2005	CORPORATION: CALIFORNIA
Radnet Management I, Inc.		09/14/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bridge Healthcare Finance, LLC
Street Address:	233 South Wacker Drive
Internal Address:	Suite 5350
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2639209	RADNET

CORRESPONDENCE DATA

CH \$40.00 2639209

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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:	36026.00.0013/TSS
NAME OF SUBMITTER:	Tammy S. Settle
Signature:	/tsettle/
Date:	04/04/2006

Total Attachments: 7
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**FIRST AMENDMENT TO AND REAFFIRMATION
OF TRADEMARK SECURITY AGREEMENT**

This **FIRST AMENDMENT TO AND REAFFIRMATION OF TRADEMARK SECURITY AGREEMENT** (this "Amendment") is dated as of September 14, 2005 and entered into by and among **BRIDGE HEALTHCARE FINANCE, LLC**, for itself and as agent ("Agent") for the lenders ("Lenders") from time to time party to the Credit Agreement (as defined below) and the entities listed on the signature pages hereto (individually, each a "Grantor" and collectively, the "Grantors"). Capitalized terms used herein without definition shall have the same meanings herein as set forth in the Trademark Security Agreement.

RECITALS

WHEREAS, Radnet Management, Inc. ("RMI"), Beverly Radiology Medical Group III ("Beverly" and together with RMI, being each individually, a "Borrower" and collectively, the "Borrowers"), Primedex Health Systems, Inc. ("Parent"), Agent and Lenders are parties to that certain Credit Agreement dated as of July 30, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Lenders made certain loans to the Borrowers;

WHEREAS, Parent and certain affiliates of the Borrowers entered into an Amended and Restated General Continuing Guaranty dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty");

WHEREAS, in order to secure their obligations under the Credit Agreement and the Guaranty, the Grantors executed that certain Trademark Security Agreement dated as of July 30, 2004 in favor of Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"); and

WHEREAS, the parties hereto desire to amend the Trademark Security Agreement as set forth below;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

1. AMENDMENTS TO THE TRADEMARK SECURITY AGREEMENT

1.1 From and after the date hereof (i) Bridge Healthcare Finance, LLC, as successor Agent to Wells Fargo Foothill, Inc., shall be a party to the Trademark Security Agreement, (ii) all references in the Trademark Security Agreement to Agent shall be deemed to refer to Bridge Healthcare Finance, LLC in its capacity as Agent (together with its successors and assigns in such capacity), and (iii) Wells Fargo Foothill, Inc. shall no longer be a party to the Trademark Security Agreement or have any powers or duties as Agent thereunder.

1.2 From and after the date hereof, all references in the Trademark Security Agreement to "Bank Product Providers" or any other related term shall be deleted therefrom.

2. REAFFIRMATION

The Trademark Security Agreement remains in full force and effect, and each Grantor hereby ratifies and affirms such Grantor's grant of the security interest in the Trademark Collateral pursuant to Section 2 of the Trademark Security Agreement to secure the payment and performance of the Secured Obligations, whether now existing or arising hereafter.

3. MISCELLANEOUS

(a) On and after the date hereof, each reference in the Trademark Security Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import referring to the Trademark Security Agreement, and each reference in the other documents entered pursuant to the Trademark Security Agreement to the "Trademark Security Agreement", "thereunder", "thereof" or words of like import referring to the Trademark Security Agreement shall mean and be a reference to the Trademark Security Agreement as amended by this Amendment. Except as specifically amended by this Amendment, the Trademark Security Agreement and the other documents entered pursuant to the Trademark Security Agreement shall remain in full force and effect and are hereby ratified and confirmed.

(b) This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and each of their respective successors and assigns.

(c) This Amendment shall be construed in accordance with and governed by the internal laws of the State of Illinois. Wherever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(d) This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

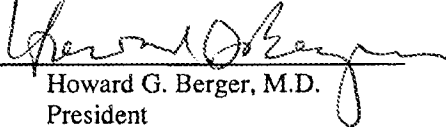
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(Signature Page to First Amendment and Reaffirmation of Trademark Security Agreement)

IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

PARENT:

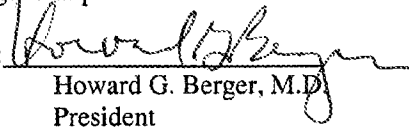
PRIMEDEX HEALTH SYSTEMS, INC., a New York corporation

By: 
Howard G. Berger, M.D.
President

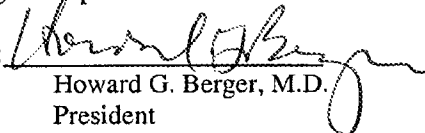
BORROWERS:

BEVERLY RADIOLOGY MEDICAL GROUP III, a California general partnership, as Borrower and Administrative Borrower

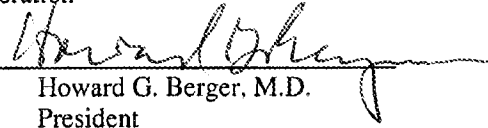
By: Beverly Radiology Medical Group,
Inc., its general partner

By: 
Howard G. Berger, M.D.
President

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

By: 
Howard G. Berger, M.D.
President

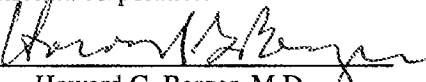
RADNET MANAGEMENT, INC., a California corporation

By: 
Howard G. Berger, M.D.
President

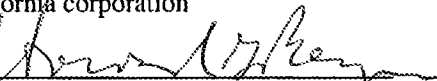
(Signature Page to First Amendment and Reaffirmation of Trademark Security Agreement)

OTHER GUARANTORS:


BEVERLY RADIOLOGY MEDICAL GROUP, INC.,
a California corporation

By: 
Howard G. Berger, M.D.
President


PRONET IMAGING MEDICAL GROUP, INC., a
California corporation

By: 
Howard G. Berger, M.D.
President


RADNET SUB, INC., a California corporation

By: 
Howard G. Berger, M.D.
President


SOCAL MR SITE MANAGEMENT, INC., a
California corporation

By: 
Howard G. Berger, M.D.
President

RADNET MANAGEMENT I, INC., a California
corporation

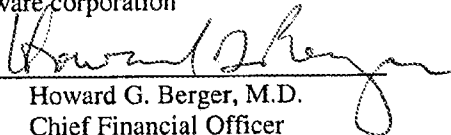
By: 
Howard G. Berger, M.D.
President

RADNET MANAGEMENT II, INC., a California
corporation

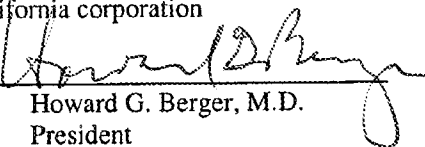
By: 
Howard G. Berger, M.D.
President

(Signature Page to First Amendment and Reaffirmation of Trademark Security Agreement)

DIAGNOSTIC IMAGING SERVICES, INC., a
Delaware corporation

By: 
Howard G. Berger, M.D.
Chief Financial Officer

RADNET MANAGED IMAGING SERVICES, INC.,
a California corporation

By: 
Howard G. Berger, M.D.
President

(Signature Page to First Amendment and Reaffirmation of Trademark Security Agreement)

BRIDGE HEALTHCARE FINANCE, LLC, as

Agent

By:



Kim Gordon
Executive Vice President/
Chief Credit Officer

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.