

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-------------------------------|-----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Radiologic Enterprises, Inc. | | 04/01/2008 | CORPORATION: NORTH CAROLINA |
| RECEIVING PARTY DATA | | | |
| Name: | General Electric Capital Corporation, as Administrative Agent | | |
| Street Address: | 201 Merritt 7 | | |
| Internal Address: | 6th Floor | | |
| City: | Norwalk | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06856-5201 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2248732 | RESOURCES ON CALL | |
| Registration Number: | 2637565 | ON CALL | |
| Registration Number: | 2592512 | RESOURCES@WORK | |
| Registration Number: | 2516865 | GOOD MEDICINE FOR YOUR CAREER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)993-9767 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 312-993-2622 | | |
| Email: | gayle.grocke@lw.com | | |
| Correspondent Name: | Gayle D. Grocke c/o Latham & Watkins LLP | | |
| Address Line 1: | 233 S. Wacker Drive | | |
| Address Line 2: | Suite 5800 | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| ATTORNEY DOCKET NUMBER: | 025646-0413 | | |

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| NAME OF SUBMITTER: | Gayle D. Grocke |
| Signature: | /gdg/ |
| Date: | 04/02/2008 |
| Total Attachments: 5 source=Second Lien Trademark Security Agreement#page1.tif source=Second Lien Trademark Security Agreement#page2.tif source=Second Lien Trademark Security Agreement#page3.tif source=Second Lien Trademark Security Agreement#page4.tif source=Second Lien Trademark Security Agreement#page5.tif | |

Second Lien Trademark Security Agreement

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2008, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of August 9, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NF Holdings Corporation, a Delaware corporation (the "Borrower"), Holdings, the Lenders from time to time party thereto and Administrative Agent and 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, the Grantor has agreed, pursuant to a Joinder Agreement of even date herewith in favor of the Administrative Agent (the "Joinder Agreement") to become a party to the Second Lien Guaranty and Security Agreement dated as of August 9, 2007, as a Grantor thereunder (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Second Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to extend credit or to continue to extend credit to Borrower under the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

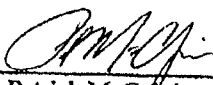
Section 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Second Lien Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

RADIOLOGIC ENTERPRISES, INC., as Grantor

By: 
Name: Patrick McCollin
Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name:
Title: Duty Authorized Signatory

[Signature Page to Trademark Security Agreement (Second Lien)]


IN WITNESS WHEREOF, 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.

RADIOLOGIC ENTERPRISES, INC., as Grantor

By: _____
Name: Patrick McColpin
Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By:  _____
Name: John Dale
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement (Second Lien)]

Schedule I
to
Trademark Security Agreement
Trademark Registrations

REGISTERED TRADEMARKS

| <u>Service Mark</u> | <u>Registration Date</u> | <u>Registration No.</u> | <u>Serial No.</u> |
|--------------------------------|--------------------------|-------------------------|-------------------|
| RESOURCES ON CALL® | June 1, 1999 | 2248732 | 75322128 |
| GOOD MEDICINE FOR YOUR CAREER® | December 11, 2001 | 2516865 | 76093152 |
| RESOURCES@WORK® | July 9, 2002 | 2592512 | 76022212 |
| ON CALL® | October 15, 2002 | 2637565 | 75902677 |

TRADEMARK APPLICATIONS

None

IP LICENSES

Software License Agreement dated June 2, 1999 by and between VCG, Inc. and Resources On Call, as amended and supplemented