

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merge Healthcare Incorporated		04/29/2014	CORPORATION: DELAWARE
Merge Asset Management Corp.		04/29/2014	CORPORATION: DELAWARE
Merge eClinical Inc.		04/29/2014	CORPORATION: DELAWARE
Merge Healthcare Solutions Inc.		04/29/2014	CORPORATION: DELAWARE
Merge SF Holdings, Inc.		04/29/2014	CORPORATION: DELAWARE
Merge SH Holdings, Inc.		04/29/2014	CORPORATION: DELAWARE
Requisite Software Inc.		04/29/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Guggenheim Corporate Funding, LLC, as Collateral Agent		
Street Address:	330 Madison Avenue, 10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	3901229	MYEDC	
Registration Number:	3908321	OPTIMIZING CLINICAL ASSET MANAGEMENT	
Registration Number:	3908322	OPTIMIZING CLINICAL ASSET MANAGEMENT	
Registration Number:	4031868	VERACITY	
Registration Number:	4029060	VERACITY	
Registration Number:	3563272	EFILM WORKSTATION	
Registration Number:	3975941	ICONNECT	
Registration Number:	3603235	MERGE HEALTHCARE	
Registration Number:	4369358	MERGE HONEYCOMB	
Registration Number:	3923604	AMICAS	
Registration Number:	1917687	ARCHIUM	
Registration Number:	3048593	AUTOMONTAGE	
TRADEMARK			

OP \$790.00 3901229

Property Type	Number	Word Mark
Registration Number:	1852303	C
Registration Number:	2838749	CADSTREAM
Registration Number:	1965898	EMED
Registration Number:	3459819	INTEGRATED RETINAL IMAGER
Registration Number:	3561633	IRI
Registration Number:	3939697	OIS EYESCAN
Registration Number:	3542015	OIS SYMPHONY
Registration Number:	2914015	OPHTHALMOLOGY OFFICE
Registration Number:	1414772	PAR
Registration Number:	3839403	RADSTREAM
Registration Number:	3231810	REALTIME WORKLIST
Registration Number:	2495117	LIFECLINIC
Registration Number:	1079774	VITA-STAT
Registration Number:	3903643	BUGSEYE
Registration Number:	4029913	REQUISITE SOFTWARE
Registration Number:	3520976	REMOTEREAD
Serial Number:	86254675	ECLINICALOS
Serial Number:	86254684	ECLINICALOS
Serial Number:	86254678	WHERE SMART RESEARCH GOES TO WORK.

CORRESPONDENCE DATA

Fax Number: 7044448857

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 7043432104

Email: twitcher@mcguirewoods.com

Correspondent Name: Terry L. Witcher, Paralegal

Address Line 1: McGuireWoods LLP

Address Line 2: 201 N. Tryon Street, Suite 3000

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 2057502-1001

NAME OF SUBMITTER: Terry L. Witcher, Paralegal

SIGNATURE: /s/ Terry L. Witcher

DATE SIGNED: 04/29/2014

Total Attachments: 8

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TRADEMARK

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of April 29, 2014 by Merge Healthcare Incorporated, a Delaware corporation, located at 350 North Orleans Street, 1st Floor, Chicago, Illinois 60654, and Merge Asset Management Corp., Merge eClinical Inc., Merge Healthcare Solutions Inc., Merge SF Holdings, Inc., Merge SH Holdings, Inc. and Requisite Software Inc., each a Delaware corporation and each located at 900 Walnut Ridge Drive, Hartland, Wisconsin 53029 (each of the foregoing, individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of GUGGENHEIM CORPORATE FUNDING, LLC, in its capacity as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 29, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Merge Healthcare Incorporated (the “Borrower”), the Pledgor and certain other affiliates of the Borrower, Guggenheim Corporate Funding, LLC, in its capacity as administrative agent and lead arranger, and the lending institutions listed therein (the “Lenders”), have agreed to make loans and other financial accommodations to the Borrower upon the terms and provisions of the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, the Pledgor, the Borrower and certain of its affiliates are party to a Security Agreement, dated as of April 29, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement. For the purpose of clarity, “Trademarks” as defined in the Security Agreement shall mean, collectively, with respect to each Pledgor, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL’s), domain names, corporate names and trade names, and other source indicators, whether registered or unregistered, owned by or assigned to such Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including those listed on Schedule 14(b) to the Perfection Certificate together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to such Pledgor’s use of any trademarks, (ii) Goodwill associated therewith, (iii) renewals thereof, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements thereof.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

(a) all Trademarks of such Pledgor, including the United States registered Trademarks and Trademark applications (other than Excluded Property) which as of the date hereof are listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent obligations) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

MERGE HEALTHCARE INCORPORATED,
a Delaware corporation

By: 

Name: Justin C. Dearborn

Title: Chief Executive Officer

MERGE ASSET MANAGEMENT CORP.
MERGE ECLINICAL INC.
MERGE HEALTHCARE SOLUTIONS INC.
MERGE SF HOLDINGS, INC.
MERGE SH HOLDINGS, INC.
REQUISITE SOFTWARE INC.,
each a Delaware corporation

By: 

Name: Justin C. Dearborn

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
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Accepted and Agreed:

GUGGENHEIM CORPORATE FUNDING, LLC,
as Collateral Agent

By: WRH
Name: William R. Hagner
Title: Senior Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Merge eClinical Inc.	3901229	MYEDC
Merge eClinical, Inc.	3908321	OPTIMIZING CLINICAL ASSET MANAGEMENT
Merge eClinical, Inc.	3908322	OPTIMIZING CLINICAL ASSET MANAGEMENT
Merge eClinical, Inc.	4031868	VERACITY
Merge eClinical, Inc.	4029060	VERACITY
Merge Healthcare Incorporated	3563272	EFILM WORKSTATION
Merge Healthcare Incorporated	3975941	ICONNECT
Merge Healthcare Incorporated	3603235	MERGE HEALTHCARE
Merge Healthcare Incorporated	4369358	MERGE HONEYCOMB
Merge Healthcare Solutions Inc.	3923604	AMICAS
Merge Healthcare Solutions Inc.	3923604	AMICAS
Merge Healthcare Solutions Inc.	1917687	ARCHIUM
Merge Healthcare Solutions Inc.	3048593	AUTOMONTAGE
Merge Healthcare Solutions Inc.	1852303	C PLUS DESIGN
Merge Healthcare Solutions Inc.	2838749	CADSTREAM
Merge Healthcare Solutions Inc.	1965898	EMED
Merge Healthcare Solutions Inc.	3459819	INTEGRATED RETINAL IMAGER
Merge Healthcare Solutions Inc.	3561633	IRI
Merge Healthcare Solutions Inc.	3939697	OIS EYESCAN
Merge Healthcare Solutions Inc.	3542015	OIS SYMPHONY

OWNER	REGISTRATION NUMBER	TRADEMARK
Merge Healthcare Solutions Inc.	2914015	OPHTHALMOLOGY OFFICE
Merge Healthcare Solutions Inc.	1414772	PAR
Merge Healthcare Solutions Inc.	3839403	RADSTREAM
Merge Healthcare Solutions Inc.	3231810	REALTIME WORKLIST
Merge SH Holdings Inc.	2495117	LIFECLINIC
Merge SH Holdings Inc.	1079774	VITA-STAT
Requisite Software Inc.	3903643	BUGSEYE
Requisite Software Inc.	4029913	REQUISITE SOFTWARE
Stryker Corporation	3520976	REMOTEREAD

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Merge eClinical Inc.	86/254675	ECLINICALOS
Merge eClinical Inc.	86/254684	ECLINICALOS & DESIGN
Merge eClinical Inc.	86/254678	WHERE SMART RESEARCH GOES TO WORK.

Licenses: See Annex A to Perfection Certificate

OTHER TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
Allegis Corporation	576933	Canada	ALLEGIS
Allegis Corporation	579037	Canada	ALLEGIS
Allegis Corporation	576858	Canada	ALLEGIS
Allegis Corporation	577060	Canada	ALLEGIS
Amicas, Inc.	2439085	United Kingdom	AMICAS
Amicas, Inc.	2426756	United Kingdom	AMICAS OFFICE SOLUTIONS

[Schedule 1 to Trademark Security Agreement]

TRADEMARK
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OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
Camtronics Medical Systems, Ltd.	0625694	Korea, Republic of	CAMTRONICS
Camtronics Medical Systems, Ltd.	551767	Canada	CORTREK
Camtronics Medical Systems, Ltd.	563155	Canada	VMI MEDICAL
Cedara Software Corp.	350672	Canada	CAMRA
Cedara Software Corp.	548259	Canada	CEDARA
Cedara Software Corp.	4386927	China (People's Republic)	CEDARA
Cedara Software Corp.	4386926	China (People's Republic)	CEDARA
Cedara Software Corp.	4386916	China (People's Republic)	CEDARA
Cedara Software Corp.	001395110	China (People's Republic)	CEDARA
Cedara Software Corp.	4386919	China (People's Republic)	CEDARA (CHINESE CHARACTERS)
Cedara Software Corp.	4386915	China (People's Republic)	CEDARA (CHINESE CHARACTERS)
Cedara Software Corp.	4386898	China (People's Republic)	CEDARA (CHINESE CHARACTERS)
Cedara Software Corp.	000811463	European Community	DICOMIT
ChannelWave Software, Inc.	848497	Australia	CHANNELWAVE
ChannelWave Software, Inc.	572136	Canada	CHANNELWAVE
ChannelWave Software, Inc.	001835586	European Community	CHANNELWAVE
ChannelWave Software, Inc.	954978	India	CHANNELWAVE
ChannelWave Software, Inc.	954979	India	CHANNELWAVE
ChannelWave Software, Inc.	T0015747H	Singapore	CHANNELWAVE
ChannelWave Software, Inc.	T0015748F	Singapore	CHANNELWAVE
eFilm Medical Inc.	558612	Canada	EFILM
Emageon, Inc.	TMA568777	Canada	EMAGEON
KIKA S.A.	043313061	France	KIKA & DESIGN
Lifeclinic International, Inc.	644713	Canada	LIFECLINIC
Lifeclinic International, Inc.	1949601	European Community	LIFECLINIC

[Schedule I to Trademark Security Agreement]

TRADEMARK
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OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
Lifeclinic International, Inc.	9495871	European Community	LIFECLINIC
Lifeclinic International, Inc.	4539119	Japan	LIFECLINIC
Lifeclinic International, Inc.	645153	Canada	LIFECLINIC.COM
Lifeclinic International, Inc.	2210219A	United Kingdom	LIFECLINIC.COM
Lifeclinic International, Inc.	2210119B	United Kingdom	LIFECLINIC.COM
Lifeclinic International, Inc.	2210221	United Kingdom	LIFECLINIC.COM
Lifeclinic International, Inc.	2210312	United Kingdom	LIFECLINIC.COM
Merge Healthcare Incorporated	TMA818584	Canada	ICONNECT
Merge Healthcare Incorporated	[None Provided]	Wisconsin	MERGE HEALTHCARE (STYLIZED)
Merge Technologies Incorporated	6173819	European Community	MERGE HEALTHCARE
Requisite Software Inc.	001159862	European Community	ALLEGIS
Requisite Software Inc.	001370790	European Community	BUGSEYE
Requisite Software Inc.	838514	Canada	REQUISITE SOFTWARE
Requisite Software Inc.	009868902	European Community	REQUISITE SOFTWARE
Requisite Software Inc.	5434290	Japan	REQUISITE SOFTWARE
Requisite Software Inc.	543004	Canada	REQUISITE TECHNOLOGY
Requisite Software Inc.	001176833	European Community	REQUISITE TECHNOLOGY
Requisite Technology Inc.	4775879	Japan	REQUISITE TECHNOLOGY
Stryker Corporation	1064030	Australia	OFFICEPACS
Stryker Corporation	4532842	European Community	OFFICEPACS
Stryker Corporation	1083839	Australia	OFFICEPAD
Stryker Corporation	4704706	European Community	OFFICEPAD

Licenses: See Annex A to Perfection Certificate

[Schedule I to Trademark Security Agreement]