

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D.R. Systems, Inc.		05/11/2015	CORPORATION: CALIFORNIA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	1737507	EMIX	
CORRESPONDENCE DATA			
Fax Number:	7044448847		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	704-343-2000		
Email:	ksaltrick@mcguirewoods.com		
Correspondent Name:	McGuireWoods LLP		
Address Line 1:	201 North Tryon Street		
Address Line 2:	Attention: Ingrid McClintock, Esq.		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2057502-1001 / MCCLINTOCK		
NAME OF SUBMITTER:	Ingrid McClintock / McGuireWoods LLP		
SIGNATURE:	/s/ Ingrid McClintock		
DATE SIGNED:	05/11/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 11, 2015, by D.R. Systems, Inc., a California corporation, located at 10140 Mesa Rim Road, San Diego, California 92121 (the "New Pledgor"), 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).

W I T N E S S E T H:

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 Subsidiaries of the Borrower party thereto, 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, pursuant to Section 5.11 of the Credit Agreement, the New Pledgor has executed and delivered a (i) joinder agreement, dated as of the date hereof, to become a Subsidiary Guarantor under the Credit Agreement and a Pledgor (as defined in the Security Agreement defined below) under that certain Security Agreement, dated as of April 29, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Borrower, the other Pledgors party thereto and the Collateral Agent, and (ii) Perfection Certificate Supplement, dated as of the date hereof (the "New Pledgor Perfection Certificate Supplement");

WHEREAS, pursuant to the Security Agreement, the New Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the New Pledgor hereby agrees 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 the New 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 the New 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 New Pledgor Perfection Certificate Supplement together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the New 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. The New 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 New Pledgor:

(a) all Trademarks of the New 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 New Pledgor hereby acknowledges and affirms 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.

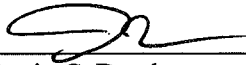
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the New 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,

D.R. SYSTEMS, INC.,
a California corporation

By: 
Name: Justin C. Dearborn
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005513 FRAME: 0481

Accepted and Agreed:

GUGGENHEIM CORPORATE FUNDING, LLC,
as Collateral Agent

By: _____
Name: WILLIAM HAGNER
Title: ATTORNEY-IN-FACT

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005513 FRAME: 0482

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
D.R. Systems, Inc.	1,737,507	EMIX

[Schedule I to Trademark Security Agreement]