

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Merge Healthcare Incorporated		04/28/2010	CORPORATION: DELAWARE
Cedara Software (USA) Limited		04/28/2010	CORPORATION: DELAWARE
Amicas, Inc.		04/28/2010	CORPORATION: DELAWARE
Emageon Inc.		04/28/2010	CORPORATION: DELAWARE
Camtronics Medical Systems, Ltd.		04/28/2010	CORPORATION: WISCONSIN
Ultravision Medical Systems Corporation		04/28/2010	CORPORATION: DELAWARE
Merge eMed, Inc.		04/28/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
Street Address:	2 North LaSalle Street, Suite 1020
Internal Address:	Attn: Corporate Trust
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 71

Property Type	Number	Word Mark
Serial Number:	78882143	RADSTREAM
Serial Number:	77576324	CASHFINDER WORKLIST
Serial Number:	77578390	AMICAS
Registration Number:	2773851	VITALWORKS
Registration Number:	2566733	AMICAS
Registration Number:	2566734	AMICAS
Registration Number:	2759389	AMICAS
Registration Number:	2633013	RADCONNECT

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Registration Number:	2969262	PRACTICEEXCHANGE
Registration Number:	2928532	INTUITION
Registration Number:	2920926	OPTISHOP
Registration Number:	3100735	LIGHTBEAM
Registration Number:	3231810	REALTIME WORKLIST
Registration Number:	3116843	VISION WATCH
Registration Number:	3100737	LIGHTVIEW
Registration Number:	3182981	VISION SERIES
Registration Number:	3412922	EMPOWERING THE BUSINESS OF IMAGING
Registration Number:	3257122	VISION REACH
Registration Number:	1414772	PAR
Registration Number:	2747746	VITALWORKS
Registration Number:	2549274	A AMICAS
Registration Number:	2546312	A
Registration Number:	2721918	A AMICAS
Registration Number:	2572934	A A M I C A S
Registration Number:	2737507	WHERE DOCTORS GET CONNECTED
Serial Number:	78658719	AMICAS INSIGHT SERVICES
Serial Number:	78786371	IMAGING DASHBOARD
Serial Number:	78803025	OFFICE SOLUTIONS
Serial Number:	77576281	HALO VIEWER
Serial Number:	76077110	A AMICAS
Serial Number:	76077112	AMICAS
Serial Number:	78803030	AMICAS OFFICE SOLUTIONS
Serial Number:	78905889	AMICAS INSIGHT
Registration Number:	2773162	CALSCORE
Registration Number:	2907209	PRIMELUNG
Registration Number:	2863685	VITRAK
Registration Number:	3370159	ILUMIVIEW
Registration Number:	1965898	EMED
Registration Number:	2251423	PACSPRO
Registration Number:	2643430	EMED
Serial Number:	76216681	VORTEX
Registration Number:	2808827	ULTRAVISUAL
Serial Number:	76266452	VISUALPACS

Serial Number:	76268023	ULTRAVISUAL
Serial Number:	76268024	ARCTURUS
Serial Number:	76300640	FORWARD IMAGING
Serial Number:	76300641	IMAGINE INTEGRATE DELIVER
Serial Number:	78229488	VISUALPACS
Registration Number:	2401760	MERGEPORT
Registration Number:	2402928	EXAMWORKS
Registration Number:	2434903	MERGEWORKS
Registration Number:	2483552	MERGEWEB
Registration Number:	2475322	CASEWORKS
Registration Number:	3603235	MERGE HEALTHCARE
Serial Number:	77335591	CONSULT PREREAD
Registration Number:	3563272	EFILM WORKSTATION
Serial Number:	77341584	MERGE TELEREAD
Registration Number:	2642267	CARDIOIMS
Registration Number:	1852303	C
Registration Number:	1917687	ARCHIUM
Registration Number:	2468710	CAMTRONICS
Registration Number:	2490385	VERICIS
Registration Number:	2541113	CORTREK
Registration Number:	2433119	ARTREK
Registration Number:	2433118	VENTREK
Registration Number:	2405720	VMI MEDICAL
Registration Number:	2108663	ECHOVACS
Registration Number:	2719596	DISCOVERY
Registration Number:	2115735	CORTET
Registration Number:	2115734	CORCAAT
Registration Number:	2669759	EMAGEON

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3000
Email: kellie.weilbrenner@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: Scott Brown, Esq.

TRADEMARK
REEL: 004207 FRAME: 0487

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 391000/1322

NAME OF SUBMITTER: Scott Brown

Signature: /Scott Brown/

Date: 05/17/2010

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 28, 2010 ("Trademark Security Agreement"), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), is in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (in such capacity, the "Assignee").

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement dated as of April 28, 2010 (the "Guarantee and Collateral Agreement") in favor of the Assignee pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the initial Holders to purchase the Notes, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement. For purposes of this Trademark Security Agreement, the term "Trademarks" shall mean, collectively, all trademarks, service marks, certification marks, tradenames, corporate names, company names, business names, slogans, logos, trade dress, Internet domain names, and other source identifiers, whether statutory or common law, whether registered or unregistered, and whether established or registered in the United States or any other country or any political subdivision thereof, including, without limitation, each registration and application identified on Schedule 1 hereto, together with any and all (i) registrations and applications for any of the foregoing, (ii) goodwill connected with the use thereof and symbolized thereby, (iii) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (iv) reissues, continuations, extensions and renewals thereof and amendments thereto, (v) income, fees, royalties, damages and payments now or hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions, misappropriations, or other violations thereof, (vi) rights to sue or otherwise recover for past, present and future infringements, misappropriations, dilutions or other violations thereof, and (vii) rights corresponding thereto throughout the world.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Obligations:

(a) all Trademarks of such Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

provided, that (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest (A) is prohibited by any Requirement of Law, (B) requires a filing with or consent from any Governmental Authority pursuant to any Requirement of Law that has not been made or obtained, (C) constitutes a breach or default under or results in the termination of, or requires any consent not obtained under, any lease, license or agreement, except to the extent that such Requirement of Law or provisions of any such lease, license or agreement is ineffective under applicable law or would be ineffective under Sections 9-406, 9-407, 9-408 or 9-409 of the UCC to prevent the attachment of the security interest granted hereunder, (D) any United States Trademark applications filed on the basis of a Grantor's intent-to-use such mark, in each case, unless and until evidence of the use of such Trademark in interstate commerce is submitted to the PTO, but only if and to the extent that the granting of a security interest in such application would result in the invalidation of such application, provided, that to the extent such application is excluded from the Collateral, upon the submission of evidence of use of such Trademark to the PTO, such Trademark application shall automatically be included in the Collateral, without further action on any party's part; or (E) is in Capital Stock which is specifically excluded from the definition of Pledged Stock by virtue of the proviso to such definition; and (ii) the security interest granted hereby (x) shall attach at all times to all proceeds of such property, (y) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (z) to the extent severable shall in any event attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Assignee pursuant to the Guarantee and Collateral Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

SECTION 4. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 5. Termination. (a) At such time as the Obligations have been paid in full, the Collateral shall be released from the Liens created hereby, and this Trademark Security Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Collateral Agent shall deliver to such Grantor any Collateral held by the Collateral Agent hereunder and execute and deliver to such Grantor such documents (in form and substance reasonably satisfactory to the Collateral Agent) as such Grantor may reasonably request to evidence such termination.

(b) If any of the Collateral is sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Indenture and delivery of an Officer's Certificate and Opinion of Counsel in accordance with the Indenture, then the Lien created pursuant to this Trademark Security Agreement in such Collateral shall be released, and the Collateral Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of such Collateral (not including Proceeds thereof) from the security interests created hereby. At the request and sole expense of the Company, a Subsidiary Guarantor shall be released from its obligations hereunder in the event that all the Capital Stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Indenture; provided that the Company shall have delivered to the Collateral Agent, at least ten Business Days prior to the date of the proposed release, a written request for release identifying the relevant Subsidiary Guarantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with an Officer's Certificate and Opinion of Counsel in accordance with the Indenture.

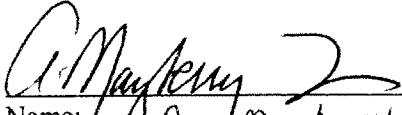
SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Trademark Security Agreement signed by all the parties shall be lodged with the Company, the Trustee and the Collateral Agent.

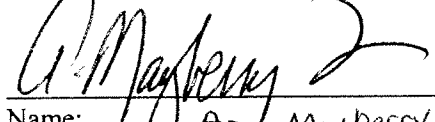
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IN WITNESS WHEREOF, each Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.


MERGE HEALTHCARE INCORPORATED,
as Grantor

By: 
Name: Ann Mayberry-French
Title: Secretary

CEDARA SOFTWARE (USA) LIMITED,
as Grantor

By: 
Name: Ann Mayberry-French
Title: Secretary

AMICAS, INC.,
as Grantor

By: 
Name: Steven Oreskovich
Title: Chief Financial Officer

EMAGEON INC.,
as Grantor


By: 
Name: Steven Oreskovich
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

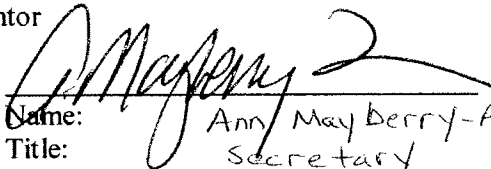
CAMTRONICS MEDICAL SYSTEMS, LTD.,
as Grantor

By: 
Name: Steven Oreskovich
Title: Chief Financial Officer

ULTRAVISUAL MEDICAL SYSTEMS
CORPORATION,
as Grantor

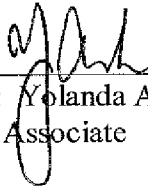
By: 
Name: Steven Oreskovich
Title: Chief Financial Officer

MERGE EMED, INC.,
as Grantor

By: 
Name: Ann Mayberry-French
Title: Secretary

Accepted and Agreed:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Assignee

By:  _____
Name: Yolanda Ash
Title: Associate

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004207 FRAME: 0494

TRADEMARKSTrademark Registrations and Applications

Trademark	Application Number	Registration Number	Registration Date	Owner
RADSTREAM	78/882,143	N/A	N/A	AMICAS, Inc.
CASHFINDER WORKLIST	77/576,324	N/A	N/A	AMICAS, Inc.
AMICAS	77/578,390	N/A	N/A	AMICAS, Inc.
VITALWORKS	76/031,877	2,773,851	14-Oct-03	AMICAS, Inc.
AMICAS	76/077,109	2,566,733	07-May-02	AMICAS, Inc.
AMICAS	76/077,115	2,566,734	07-May-02	AMICAS, Inc.
AMICAS	76/077,116	2,759,389	02-Sep-03	AMICAS, Inc.
RADCONNECT	76/203,850	2,633,013	08-Oct-02	AMICAS, Inc.
PRACTICEEXCHANGE	76/538,140	2,969,262	19-Jul-05	AMICAS, Inc.
INTUITION	76/538,141	2,928,532	01-Mar-05	AMICAS, Inc.
OPTISHOP	78/362,835	2,920,926	25-Jan-05	AMICAS, Inc.
LIGHTBEAM	78/658,694	3,100,735	06-Jun-06	AMICAS, Inc.
REALTIME WORKLIST	78/658,701	3,231,810	17-Apr-07	AMICAS, Inc.
VISION WATCH	78/658,707	3,116,843	18-Jul-06	AMICAS, Inc.
LIGHTVIEW	78/658,710	3,100,737	06-Jun-06	AMICAS, Inc.
VISION SERIES	78/661,370	3,182,981	12-Dec-06	AMICAS, Inc.
EMPOWERING THE BUSINESS OF IMAGING	78/711,621	3,412,922	15-Apr-08	AMICAS, Inc.
VISION REACH	78/739,999	3,257,122	26-Jun-07	AMICAS, Inc.
PAR	73/534,750	1,414,772	28-Oct-86	AMICAS, Inc.
VITALWORKS and Design	76/032,063	2,747,746	05-Aug-03	AMICAS, Inc.
A AMICAS (Stylized)	76/077,108	2,549,274	19-Mar-02	AMICAS, Inc.
A (Stylized)	76/077,111	2,546,312	12-Mar-02	AMICAS, Inc.

Trademark	Application Number	Registration Number	Registration Date	Owner
A AMICAS and Design	76/077,113	2,721,918	03-Jun-03	AMICAS, Inc.
AAMICAS and Design	76/077,114	2,572,934	28-May-02	AMICAS, Inc.
WHERE DOCTORS GET CONNECTED	76/102,332	2,737,507	15-Jul-03	AMICAS, Inc.
AMICAS INSIGHT SERVICES	78/658,719	N/A	N/A	AMICAS, Inc.
IMAGING DASHBOARD	78/786,371	N/A	N/A	AMICAS, Inc.
OFFICE SOLUTIONS	78/803,025	N/A	N/A	AMICAS, Inc.
HALO VIEWER	77/576,281	N/A	N/A	AMICAS, Inc.
A AMICAS (Stylized)	76/077,110	N/A	N/A	AMICAS, Inc.
AMICAS	76/077,112	N/A	N/A	AMICAS, Inc.
AMICAS OFFICE SOLUTIONS	78/803,030	N/A	N/A	AMICAS, Inc.
AMICAS INSIGHT	78/905,889	N/A	N/A	AMICAS, Inc.
CALSCORE	76/403,008	2,773,162	14-Oct-03	Cedara Software (USA) Limited
PRIMELUNG	78/184,787	2,907,209	30-Nov-04	Cedara Software (USA) Limited
VITRAK	78/184,793	2,863,685	13-Jul-04	Cedara Software (USA) Limited
ILUMIVIEW	78/363,873	3,370,159	15-Jan-08	Cedara Software (USA) Limited
EMED	74/397,145	1,965,898	02-Apr-96	Merge eMed, Inc.
PACSPRO	75/472,529	2,251,423	08-Jun-99	Merge eMed, Inc.
EMED	75/796,640	2,643,430	29-Oct-02	Merge Healthcare Incorporated
VORTEX	76/216,681	N/A	N/A	Ultravisaual Medical Systems Corporation
ULTRAVISUAL	78/229,498	2,808,827	27-Jan-04	Ultravisaual Medical Systems Corporation
VISUALPACS	76/266,452	N/A	N/A	Ultravisaual Medical Systems Corporation
ULTRAVISUAL	76/268,023	N/A	N/A	Ultravisaual Medical Systems Corporation
ARCTURUS	76/268,024	N/A	N/A	Ultravisaual Medical Systems

Trademark	Application Number	Registration Number	Registration Date	Owner
				Corporation
FORWARD IMAGING	76/300,640	N/A	N/A	Ultravision Medical Systems Corporation
IMAGINE INTEGRATE DELIVER	76/300,641	N/A	N/A	Ultravision Medical Systems Corporation
VISUALPACS	78/229,488	N/A	N/A	Ultravision Medical Systems Corporation
MERGEPORT	75/750,856	2,401,760	07-Nov-00	Merge Healthcare Incorporated (formerly known as Merge Technologies Inc.)
EXAMWORKS	75/778,839	2,402,928	07-Nov-00	Merge Healthcare Incorporated (formerly known as Merge Technologies Inc.)
MERGEWORKS	75/831,440	2,434,903	13-Mar-01	Merge Healthcare Incorporated (formerly known as Merge Technologies Inc.)
MERGEWEB	75/849,432	2,483,552	28-Aug-01	Merge Healthcare Incorporated (formerly known as Merge Technologies Inc.)
CASEWORKS	75/893,937	2,475,322	07-Aug-01	Merge Healthcare Incorporated (formerly known as Merge Technologies Inc.)
MERGE HEALTHCARE	77/193,066	3,603,235	07-Apr-09	Merge Healthcare Incorporated (formerly known as Merge Technologies Inc.)
CONSULT PREREAD	77/335,591	N/A	N/A	Merge Healthcare Incorporated (formerly known as Merge Technologies Inc.)
EFILM WORKSTATION	77/335,593	3,563,272	20-Jan-09	Merge Healthcare Incorporated (formerly known as Merge Technologies Inc.)
MERGE TELEREAD	77/341,584	N/A	N/A	Merge Healthcare Incorporated (formerly known as Merge Technologies Inc.)
CARDIOIMS	76/284,228	2,642,267	29-Oct-02	Camtronics Medical Systems, Ltd.
C and Design	74/455,686	1,852,303	06-Sept-94	Camtronics Medical Systems, Ltd.

Trademark	Application Number	Registration Number	Registration Date	Owner
ARCHIUM	74/471,537	1,917,687	12-Sep-95	Camtronics Medical Systems, Ltd.
CAMTRONICS	75/501,444	2,468,710	17-Jul-01	Camtronics Medical Systems, Ltd.
VERICIS	76/046,034	2,490,385	18-Sep-01	Camtronics Medical Systems, Ltd.
CORTREK	75/748,237	2,541,113	19-Feb-02	Camtronics Medical Systems, Ltd.
ARTREK	75/801,422	2,433,119	06-Mar-01	Camtronics Medical Systems, Ltd.
VENTREK	75/801,421	2,433,118	06-Mar-01	Camtronics Medical Systems, Ltd.
VMI MEDICAL	75/751,576	2,405,720	21-Nov-00	Camtronics Medical Systems, Ltd.
ECHOVACS	75/142,286	2,108,663	28-Oct-97	Camtronics Medical Systems, Ltd.
DISCOVERY	75/748,238	2,719,596	27-May-03	Camtronics Medical Systems, Ltd.
CORTET	75/164,717	2,115,735	25-Nov-97	Camtronics Medical Systems, Ltd.
CORCAAT	75/164,602	2,115,734	25-Nov-97	Camtronics Medical Systems, Ltd.
EMAGEON	n/a	2,669,759	31-Dec-02	Emageon Inc.