

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371537

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intelerad Medical Systems Incorporated		02/01/2016	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	National Bank of Canada, as agent		
Street Address:	1155 Metcalfe		
Internal Address:	5th Floor		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H3B 4S9		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86774767	INTELEONE XE	
Registration Number:	4841184	NUAGE	
Registration Number:	4371045	INTELECONNECT	
Registration Number:	3926246	INTELEONE	
Registration Number:	3246876	INTELERAD	
Registration Number:	2816702	INTELEPACS	
CORRESPONDENCE DATA			
Fax Number:	7168490349		
<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:	716-856-4000		
Email:	ddovi@hodgsonruss.com		
Correspondent Name:	Daniel F. Dovi		
Address Line 1:	Hodgson Russ LLP		
Address Line 2:	140 Pearl Street, Suite 100		
Address Line 4:	Buffalo, NEW YORK 14202		
ATTORNEY DOCKET NUMBER:	082684.00000		
NAME OF SUBMITTER:	Daniel F. Dovi		

CH \$165.00 86774767

SIGNATURE:	/Daniel F. Dovi/
DATE SIGNED:	02/02/2016
Total Attachments: 5 source=Intellectual Property Security Agreement and Confirmation of The Deed of Hypothec#page1.tif source=Intellectual Property Security Agreement and Confirmation of The Deed of Hypothec#page2.tif source=Intellectual Property Security Agreement and Confirmation of The Deed of Hypothec#page3.tif source=Intellectual Property Security Agreement and Confirmation of The Deed of Hypothec#page4.tif source=Intellectual Property Security Agreement and Confirmation of The Deed of Hypothec#page5.tif	

**INTELLECTUAL PROPERTY
SECURITY AGREEMENT AND CONFIRMATION OF THE DEED OF HYPOTHEC**

For valuable consideration, as further described in the Deed of Hypothec entered into among, inter alia, **INTELERAD MEDICAL SYSTEMS INCORPORATED**, a corporation formed under the laws of Canada (the "Grantor"), having a place of business at 400-895 De La Gauchetière West, Montréal, Québec H3B 4G1 and **NATIONAL BANK OF CANADA**, a bank existing under the Bank Act (Canada) having an office at 1155 Metcalfe, 5th floor, Montréal, Québec H3B 4S9, acting for and on behalf of and as agent and hypothecary representative of the Creditors (as defined below) (the "Agent") (such Deed of Hypothec, as amended, amended and restated and supplemented from time to time, the "Quebec Security Agreement"), the Grantor and the Agent agree as follows:

The Grantor acknowledges, reaffirms and ratifies in all respects the Quebec Security Agreement as though all provisions thereof were fully set forth in this Agreement, including, but not limited to, the grant by the Grantor of a hypothec on all intellectual property included in the Hypothecated Property (as such term is defined in the Quebec Security Agreement). "Creditors" and all other capitalized terms used herein and not defined herein have the meanings given to such terms in the Quebec Security Agreement.

Without limiting the generality of the foregoing, to secure the payment and other performance of the Obligations, the Grantor grants to the Agent a security interest in, and assigns, and pledges to the Agent, all right, title and interest of the Grantor in and to the following, wherever located, whether now owned or hereafter acquired or now existing or hereafter arising or accruing or described in any schedule heretofore or hereafter delivered to the Agent by the Grantor (collectively the "Collateral"):

(a) All patents and applications for a patent, including, without limitation, each patent and patent application referred to in Exhibit A-1 annexed hereto, together with any reissues, continuations, continuations-in-part, renewals or extensions thereof, all inventions disclosed therein, and all invention disclosures related thereto (the "Patents");

(b) All copyrights including all registrations and applications for copyrights (the "Copyrights");

(c) All trademarks, service marks, trade names and trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles, logos, trade dress and other source or business identifiers, designs and general intangibles of like nature and all trademark, service mark and trade dress registrations and applications for trademark, service mark or trade dress registrations in the United States, including without limitation those trademark, service mark and trade dress registrations and applications listed in Exhibit A-2 annexed hereto, and all rights corresponding thereto, together, in each case, with the goodwill of the business connected with the use of, and symbolized by each such trademark, service mark, trade name and trade dress and all extensions or renewals thereof, (the "Marks"),

(d) all licenses entered into by the Grantor with respect to any of the intellectual property rights of the Grantor described in the foregoing clauses (a) through (c), whether as licensor or licensee, and all income, royalties, damages and payments now and hereafter due and/or payable to the Grantor with respect to such licenses

or intellectual property rights; and

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

; provided, however, any application for registration of a trademark filed by the Grantor with the United States Patent and Trademark Office ("USPTO") on an intent-to-use basis shall be excluded from the Collateral (whether or not listed on Exhibit A-2) until such time as a statement to use or amendment to use is accepted by the USPTO, at which time such trademark shall automatically become part of the Collateral and subject to the security interest granted hereunder.

The security interest granted pursuant to this Agreement is granted in connection with the security interest granted to the Agent pursuant to the Quebec Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Collateral are more fully set forth in the Quebec Security Agreement, the terms and provisions of which are incorporated by reference herein, mutatis mutandis.

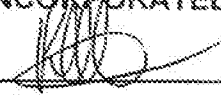
This Agreement shall be governed by and construed in accordance with the law of the State of New York.

Dated As of February 1, 2016

[Signature Page Follows]

INTELERAD MEDICAL SYSTEMS
INCORPORATED

By: _____



Name:

RANDALL OKA

Title:

PRESIDENT & CEO

*[Intellectual Property Security Agreement and Confirmation of the Deed Of Hypothec. -
Signature Page]*

Exhibit A-1
Patents

Title	Application
Method and system for selecting readers for the analysis of radiology orders using due-in-time requirements of radiology orders (pending, no office action received, filing date: May 15, 2015)	14/713,609
Method and system for selecting readers for the analysis of radiology orders using order subspecialties (pending, no office action received, filing date: May 15, 2015)	14/713,629

Exhibit A-2

Trademarks

Trademark description	Registration or Application No.
INTELEONE XE (design, <u>pending/intent to use application</u>) ¹	86774767
NUAGE (design, registered)	4841184
INTELECONNECT (design, registered)	4371045
INTELEONE (design, registered)	3926246
INTELERAD (design, registered)	3246876
INTELEPACS (registered)	2816702

¹ Excluded from Collateral until such time as a statement to use or amendment to use is accepted by the USPTO.