

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM450924

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECOND LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALLIANCE HEALTHCARE SERVICES, INC.		10/24/2017	Corporation: DELAWARE
ALLIANCE ONCOLOGY, LLC		10/24/2017	Limited Liability Company: DELAWARE
USR HOLDINGS, LLC		10/24/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
<b>Street Address:</b>	1100 N MARKET STREET
<b>City:</b>	WILMINGTON
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19890
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3747661	ALLIANCE HEALTHCARE SERVICES
Registration Number:	3560125	ALLIANCE IMAGING
Registration Number:	4933193	ALLIANCE HEALTHCARE RADIOLOGY
Registration Number:	4933225	ALLIANCE RAD360
Registration Number:	5069143	RAD360
Registration Number:	5069145	RAD360
Registration Number:	5099734	DIAGNOSTIC HEALTH ALASKA
Registration Number:	5171632	ALLIANCE HEALTHCARE SERVICES
Registration Number:	5023114	ALLIANCE ONCOLOGY
Registration Number:	3643437	ALLIANCE ONCOLOGY
Registration Number:	4174273	US RADIOSURGERY
Registration Number:	3827685	REVOLUTIONIZING TREATMENT. RESTORING HOP
Serial Number:	87134059	ALLIANCE INTERVENTIONAL
Serial Number:	87134123	ALLIANCE INTERVENTIONAL

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87356787	THE PAIN CENTER

**CORRESPONDENCE DATA**

**Fax Number:** 2124552502

*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.*

**Phone:** (212) 455-2582

**Email:** ksolomon@stblaw.com

**Correspondent Name:** KATE STEIN, ESQ.

**Address Line 1:** SIMPSON THACHER & BARTLETT LLP

**Address Line 2:** 425 LEXINGTON AVENUE

**Address Line 4:** NEW YORK, NEW YORK 10017

<b>ATTORNEY DOCKET NUMBER:</b>	509265/2004
<b>NAME OF SUBMITTER:</b>	KATE STEIN
<b>SIGNATURE:</b>	/KS/
<b>DATE SIGNED:</b>	11/14/2017

**Total Attachments: 5**

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GRANT OF SECOND LIEN SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of Alliance HealthCare Services, Inc., Alliance Oncology, LLC, and USR Holdings, LLC (each, a "Grantor" and collectively, the "Grantors"), each with principal offices at 18201 Von Karman #600, Irvine, California 92612, hereby grants to Wilmington Trust, National Association, as Collateral Agent (as defined in the Security Agreement referred to below) (the "Grantee"), a continuing security interest in (i) all of such Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of each Grantor, as such term is defined in the Second Lien Security Agreement among the Grantors, the other grantors from time to time party thereto and the Grantee, dated as of October 24, 2017, (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Promptly following the request by the Grantor after the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute and deliver to the Grantors an instrument in writing releasing the security interest in the Marks acquired under this Grant.

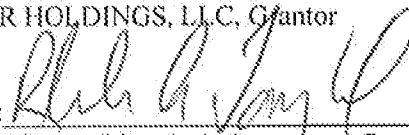
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. For the avoidance of doubt, this agreement is subject to Section 8.15 of the Security Agreement.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 24th day of October, 2017.

USR HOLDINGS, LLC, Grantor

By:



Name: Rhonda A. Longmore-Grund

Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Grant]

**TRADEMARK**  
**REEL: 006205 FRAME: 0431**

WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Collateral Agent and Grantee

By   
Name: Jennifer Anderson  
Title: Assistant Vice President

SCHEDULE A

1. U.S. Federal Trademark Registrations

<u>Owner</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Alliance HealthCare Services, Inc.	ALLIANCE HEALTHCARE SERVICES	2/9/2010	3,747,661
Alliance HealthCare Services, Inc.	ALLIANCE IMAGING	1/13/2009	3,560,125
Alliance HealthCare Services, Inc.	ALLIANCE HEALTHCARE RADIOLOGY	4/5/2016	4,933,193
Alliance HealthCare Services, Inc.	ALLIANCE RAD360	4/5/2016	4,933,225
Alliance HealthCare Services, Inc.	RAD360	10/25/2016	5,069,143
Alliance HealthCare Services, Inc.	RAD360 & Design	10/25/2016	5,069,145
Alliance HealthCare Services, Inc.	DIAGNOSTIC HEALTH ALASKA & Design	12/13/2016	5,099,734
Alliance HealthCare Services, Inc.	ALLIANCE HEALTHCARE SERVICES & Design	3/28/2017	5,171,632
Alliance Oncology, LLC	ALLIANCE ONCOLOGY	8/16/2016	5,023,114
Alliance Oncology, LLC	ALLIANCE ONCOLOGY	6/23/2009	3,643,437
USR Holdings, LLC	US RADIOSURGERY & Design	7/17/2012	4,174,273
Alliance HealthCare Services, Inc.	REVOLUTIONIZING TREATMENT. RESTORING HOPE. IMPROVING LIVES.	8/3/2010	3,827,685

2. U.S. Trademark Applications

<u>Owner</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Serial/ Application Number</u>
Alliance HealthCare Services, Inc.	ALLIANCE INTERVENTIONAL	8/10/2016	87/134059
Alliance HealthCare Services, Inc.	ALLIANCE INTERVENTIONAL & Design	8/10/2016	87/134123
Alliance HealthCare Services, Inc.	THE PAIN CENTER & Design	3/2/2017	87/356787