

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454511

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTELERAD MEDICAL SYSTEMS INCORPORATED		12/12/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	NATIONAL BANK OF CANADA		
Street Address:	1155 Metcalfe		
Internal Address:	5th Floor		
City:	Montreal, QUEBEC		
State/Country:	CANADA		
Postal Code:	H3B 4S9		
Entity Type:	BANK: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5014597	INTELEONE XE	
Registration Number:	4841184	NUAGE	
Registration Number:	4371045	INTELECONNECT	
Registration Number:	3926246	INTELEONE	
Registration Number:	3246876	INTELERAD	
Registration Number:	2816702	INTELEPACS	
Serial Number:	87058219	PANORAMA	
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:	7168564000		
Email:	ipdocketing@hodgsonruss.com		
Correspondent Name:	HODGSON RUSS LLP		
Address Line 1:	140 Pearl Street, Suite 100		
Address Line 2:	The Guaranty Building		
Address Line 4:	Buffalo, NEW YORK 14202-4040		
ATTORNEY DOCKET NUMBER:	086684.00000		

OP \$190.00 5014597

NAME OF SUBMITTER:	George L. Snyder, Jr.
SIGNATURE:	/george l snyder jr/
DATE SIGNED:	12/14/2017
Total Attachments: 5 source=INTELERAD_Amendment#page1.tif source=INTELERAD_Amendment#page2.tif source=INTELERAD_Amendment#page3.tif source=INTELERAD_Amendment#page4.tif source=INTELERAD_Amendment#page5.tif	

AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT AND CONFIRMATION OF THE DEED OF HYPOTHEC (this "**Amendment**") between 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 in the Quebec Security Agreement, as defined below) (the "**Agent**")

Recitals.

In connection with a Deed of Hypothec given by Grantor to Agent, Grantor and Agent entered into an Intellectual Property Security Agreement and Confirmation Agreement, dated as of February 1, 2016 (the "**Original IP Security Agreement**") pursuant to which the Grantor granted to Agent a security interest in the Collateral as defined therein and which was recorded in the United States Patent and Trademark Office (a) with respect to patents on February 1, 2016 at Reel/Frame 037631/0808 and (b) with respect to trademarks, on February 2, 2016 at Reel/Frame 5721/0703.

Grantor is entering into a new Deed of Hypothec with the Agent, dated as of December 12, 2017, in replacement of the Deed of Hypothec referred to in the Original IP Security Agreement.

Grantor and Agent wish to amend the Original IP Security Agreement to refer to such replacement Deed of Hypothec and to supplement the Exhibits to the Original IP Security Agreement to describe additional Collateral and to provide additional information with respect to certain existing Collateral.

For valuable consideration the Grantor and the Agent agree as follows:

A. Amendments

1. The definition of Quebec Security Agreement in the Original IP Security Agreement is deleted and replaced with the following:

"**Quebec Security Agreement**" means a Deed of Hypothec dated December 12, 2017, as amended, amended and restated and replaced from time to time.

2. Exhibit A-2 annexed to the Original IP Security Agreement is modified by including therein the information set forth in the Supplement to Exhibit A-2 attached to this Amendment.

B. Ratification.

1. The Grantor: acknowledges, reaffirms and ratifies in all respects the Original IP Security Agreement, as amended by this Amendment (as so amended the "**IP Security Agreement**");
2. The Grantor acknowledges that all terms defined in the IP Security Agreement by reference to the Quebec Security Agreement, including the term "Obligations" are, after giving effect to this Amendment, defined by reference to the Quebec Security Agreement (as defined in this Amendment).
3. The Grantor acknowledges that the Collateral secured by the Obligations includes, without

limitation, the marks described on Supplement to Exhibit A-2 attached hereto, together with the goodwill of the business connected with the use of, and symbolized by each such trademark, and all extensions or renewals thereof.

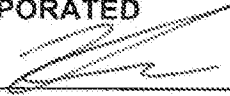
4. The Grantor acknowledges, reaffirms and ratifies in all respects the Quebec Security Agreement (as defined in this Amendment) as though all provisions thereof were fully set forth in the IP Security Agreement, including, but not limited to, the grant by the Grantor of a hypothec on all intellectual property included in the Hypothecated Property as such term is defined in the Quebec Security Agreement (as defined in this Amendment).
5. 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 (as defined in this Amendment).

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

Dated As of December 12, 2017

[Signature Page Follows]

**INTELERAD MEDICAL SYSTEMS
INCORPORATED**

By:  _____

Name: *Richard Rubin*

Title: *Director, Chief Engineering Officer*

NATIONAL BANK OF CANADA, AS AGENT

By: _____

Name:

Title:

By: _____

Name:

Title:

*[Amendment to Intellectual Property Security Agreement and Confirmation of the Deed of
Signature Page]*

INTELERAD MEDICAL SYSTEMS
INCORPORATED

By: _____

Name:
Title:

NATIONAL BANK OF CANADA, AS AGENT

By:  _____

Name: **Dominic Albanese**
Title: **Managing Director**

By:  _____

Name: **Daniel Leclerc**
Title: **Directeur / Director**

*[Amendment to Intellectual Property Security Agreement and Confirmation of the Deed of
Signature Page]*

SUPPLEMENT To Exhibit A-2

The following information is added to Exhibit A-2 to

INTELLECTUAL PROPERTY SECURITY AGREEMENT AND CONFIRMATION OF THE
DEED OF HYPOTHEC

Additional Information with Respect to Trademark described in Exhibit A-2

Trademark description	Registration No.
INTELEONE XE (design, <u>registered</u>) ¹	5014597

New Trademark Application added to Exhibit A-2

Trademark description	Application No.
PANORAMA (<u>pending/intent to use application</u>) ²	87058219

¹ The trademark has now been registered and is not excluded from the Collateral.

² Excluded from Collateral until such time as a statement of use or amendment to allege use is accepted by the USPTO.