

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468743

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Akumin Inc.		04/05/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Siemens Financial Services, Inc.		
Street Address:	170 Wood Avenue South		
City:	Iselin		
State/Country:	NEW JERSEY		
Postal Code:	08830		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5378102		
Registration Number:	5321770	AKUMIN	
CORRESPONDENCE DATA			
Fax Number:	8584583005		
<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:	8584583000		
Email:	prosecutiondocketing@paulhastings.com		
Correspondent Name:	Ryan M. Enchelmayer		
Address Line 1:	4747 Executive Dr., 12th Fl.		
Address Line 2:	c/o Paul Hastings LLP		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Ryan M. Enchelmayer		
SIGNATURE:	/Ryan M. Enchelmayer/		
DATE SIGNED:	04/05/2018		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated April 5, 2018 is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Siemens Financial Services, Inc., (“*SFS*”) as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Akumin Corp., a Delaware corporation, (the “*Borrower*”), Akumin Holdings Corp., a Delaware corporation (“*Holdings*”) and Tri-State Imaging FL Holdings, LLC, a Florida limited liability company, have entered into a Third Amended and Restated Credit Agreement dated as of August 9, 2017 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “*Credit Agreement*”; the terms defined therein being used herein as therein defined), with SFS as Administrative Agent, and the Lenders from time to time party thereto.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement from time to time, each Grantor has executed and delivered that certain Canadian Security Agreement dated April 5, 2018 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the Canadian Intellectual Property Office, the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to any of its property or other assets, including but not limited to the following (the “*Collateral*”):

(i) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the

world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Canadian Registrar of Trademarks and the U.S. Commissioner for Trademarks and any other applicable Canadian or U.S. government officer, as applicable, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

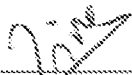
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AKUMIN INC.

By:  _____

Name: Riadh Zine

Title: President and Chief Executive Officer

SIEMENS FINANCIAL SERVICES, INC.

By: 

Name:

Title:

Michael L. Zion

Vice President

Siemens Financial Services, Inc.

By: 

Name:

Title:

Philip Marsone



Vice President

IP Security Agreement

TRADEMARK

REEL: 006308 FRAME: 0299

SCHEDULE A

<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Type of Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Akumin Inc.	akumin.com						
Akumin Inc.		United States	Service mark	5,378,102		05-26-2017	Jan 16, 2018
Akumin Inc.	AKUMIN	United States	Service mark	5,321,770		Mar 6, 2017	Oct 31, 2017
Akumin Inc.	AKUMIN	Canada	Work mark		1804522	2016-10-13	
Akumin Inc.		Canada	Design mark		1842841	2017-06-15	