

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481340

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Radiology Partners, Inc.		07/09/2018	Corporation: DELAWARE
Southwest Diagnostic Imaging, Ltd.		07/09/2018	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5299381	RADIOLOGY PARTNERS BEST PRACTICE IMPROVI	
Registration Number:	4964294	SEEING YOU WELL	
Serial Number:	87875112	RECOMD POWERED BY RP RADIOLOGY PARTNERS	
Registration Number:	5014136	SMI SPECIALISTS IN MEDICAL IMAGING	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	07/11/2018		
Total Attachments: 7			

OP \$115.00 5299381

source=18. Radiology - Trademark Security Agreement (First Lien)#page1.tif
source=18. Radiology - Trademark Security Agreement (First Lien)#page2.tif
source=18. Radiology - Trademark Security Agreement (First Lien)#page3.tif
source=18. Radiology - Trademark Security Agreement (First Lien)#page4.tif
source=18. Radiology - Trademark Security Agreement (First Lien)#page5.tif
source=18. Radiology - Trademark Security Agreement (First Lien)#page6.tif
source=18. Radiology - Trademark Security Agreement (First Lien)#page7.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Radiology Partners, Inc.
- 2. Southwest Diagnostic Imaging, Ltd.

- Individual(s)
- Partnership
- Corporation- State: 1. DE; 2. AZ
- Other _____

- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 9, 2018

- Assignment
- Security Agreement
- Other First Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Barclays Bank PLC

Street Address: 745 Seventh Avenue

City: New York

State: NY

Country: USA Zip: 10019

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Schedule A

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

July 9, 2018
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This **FIRST LIEN TRADEMARK SECURITY AGREEMENT**, dated as of July 9, 2018 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor of BARCLAYS BANK PLC, as the administrative agent for the Lenders (as defined in the Credit Agreement) and the other Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of the date hereof, among Radiology Partners, Inc., a Delaware corporation (the "Borrower"), and other Loan Parties (as defined therein) party thereto from time to time, the Lenders party thereto from time to time, and the Agent (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and the related Loan Documents, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein, to the Borrower; and

WHEREAS, to secure the Obligations under the Credit Agreement and the other Loan Documents, the Grantors entered into a First Lien Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, Radiology Partners Holdings, LLC, a Delaware limited liability company and each of the Subsidiaries thereof party thereto from time to time, and the Agent, pursuant to which each of the Grantors has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, each Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in all of such Grantor's right, title and interest in and to all of the following personal property, in each case, whether now owned or existing or hereafter acquired or arising and regardless of where located (collectively, the "Trademark Collateral"), to secure the payment and performance of the Obligations, including without limitation all renewals, extensions and restructurings of any or all of the Obligations:

- (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and General Intangibles of like nature

(whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof including, without limitation, the registrations and applications listed on Schedule A attached hereto, (ii) all reissues, extensions or renewals thereof, (iii) all goodwill associated with or symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to (i) any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law or (ii) any Excluded Property.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

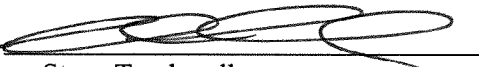
SECTION 5. Counterparts

This Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. Signature pages to this Agreement delivered by electronic transmission (including by email in .pdf format) shall be as effective as delivery of a manually executed counterpart hereof.


[Remainder of page intentionally left blank]

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

RADIOLOGY PARTNERS, INC.,
as a Grantor

By: 
Name: Steve Tumbarello
Title: Chief Financial Officer and Treasurer

SOUTHWEST DIAGNOSTIC IMAGING, LTD.,
as a Grantor

By: 
Name: Steve Tumbarello
Title: Chief Financial Officer and Treasurer

[Signature Page to the First Lien Trademark Security Agreement]

Accepted and Agreed:

BARCLAYS BANK PLC,
as Agent

By: 

Name:

Title:

Ronnie Glenn
Director

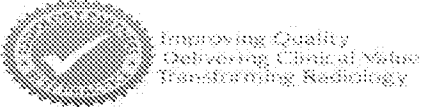


[Signature Page to the First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006377 FRAME: 0165

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

(a) USPTO Trademarks

Trademark	Serial No.	Filing Date	Registration No.	Registration Date
<p>RADIOLOGY PARTNERS BEST PRACTICE IMPROVING QUALITY DELIVERING CLINICAL VALUE TRANSFORMING RADIOLOGY</p> 	87152689	10/3/2017	5299381	7/18/2017
<p>SEEING YOU WELL</p> 	86778235	10/5/2015	4964294	5/24/2016
<p>RECOMD POWERED BY RP RADIOLOGY PARTNERS (rec MD logo)</p>	87875112	4/12/2018	FILED	FILED
<p>“SMI SPECIALISTS IN MEDICAL IMAGING”</p> 	86641532	5/26/2015	5014136	8/2/2016

Trademark Licenses

- License for the names: “BAYLOR RADIOLOGISTS” and “BAYLOR RADIOLOGISTS—A RADIOLOGY PARTNERS AFFILIATED PRACTICE” sublicensed to Radiology Partners, Inc. and Radiology Partners Research Institute, Inc.

pursuant to the Trademark Sublicense Agreement among Baylor College of Medicine, RPI, RPRI, and Singleton Associates, P.A. dated October 1, 2017.

(b) State Trademarks¹

Trademark	Database	Status	Registration Number Registration Date	Owner
COLUMBUS RADIOLOGY MANAGEMENT	U.S. State	REGISTERED OH	3939607 9/9/2016	RAD PARTNERS, INC.
RADIOLOGY PARTNERS OF OHIO	U.S. State	REGISTERED OH	4102087 11/27/2017	
RADIOLOGY OPERATIONAL SPECIALISTS	U.S. State	REGISTERED OH	3890643 4/13/2016	COLUMBUS RADIOLOGY CORP.
PARADIGM RADIOLOGY	U.S. State	REGISTERED OH	2442019 11/2/2015	COLUMBUS RADIOLOGY CORP.
MERCY HEALTH RADIOLOGY	U.S. State	REGISTERED OH	2375542 3/13/2015	COLUMBUS RADIOLOGY CORP.
ADENA RADIOLOGY	U.S. State	RENEWED OH	1896227 11/16/2009	COLUMBUS RADIOLOGY CORP.
MINIMALLY INVASIVE IMAGE GUIDED SPECIALISTS (MIIGS)	U.S. State	REGISTERED LA	652545 6/10/2014	RADIOLOGY ASSOCIATES OF SOUTHWEST LOUISIANA, INC.
CENTRAL LOUISIANA IMAGING (CLI)	U.S. State	REGISTERED LA	652546 6/10/2014	RADIOLOGY ASSOCIATES OF SOUTHWEST LOUISIANA, INC.
ACCESS RADIOLOGY	U.S. State	REGISTERED LA	629932 6/1/2011	RADIOLOGY ASSOCIATES OF SOUTHWEST LOUISIANA, INC.
RAF Radiology Associates of Florida, P.A. logo	U.S. State	REGISTERED FL	T16000001076 11/21/2016	Radiology Partners Management, LLC

¹ Security interests in State Trademarks will not be recorded.