

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM490022

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Akumin Inc.		09/14/2018	Corporation: CANADA
Tri-State Imaging FL Holdings, LLC		09/14/2018	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Compass Bank		
<b>Street Address:</b>	701 32nd Street South		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35233		
<b>Entity Type:</b>	Corporation: ALABAMA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5378102		
<b>Registration Number:</b>	5321770	AKUMIN	
<b>Registration Number:</b>	2991273	ROSE RADIOLOGY CENTERS, INC.	
<b>Registration Number:</b>	2930358	RRC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044448857		
<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>			
<b>Phone:</b>	7043432000		
<b>Email:</b>	twitcher@mcguirewoods.com		
<b>Correspondent Name:</b>	Terry L. Witcher, Paralegal		
<b>Address Line 1:</b>	McGuireWoods LLP		
<b>Address Line 2:</b>	201 N. Tryon Street, Suite 3000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	Terry L. Witcher, Paralegal		
<b>SIGNATURE:</b>	/s/ Terry L. Witcher		
<b>DATE SIGNED:</b>	09/14/2018		
<b>Total Attachments: 5</b>			

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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 September 14, 2018 is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Compass Bank 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*”) and Akumin Inc., an Ontario corporation (“*Holdings*”), have entered into a Credit Agreement dated as of August 15, 2018 (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 Compass Bank 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 Security Agreement dated August 15, 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 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 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 Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer 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.

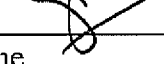
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral 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 State of New York.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property 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




Address for Notices:  
Akumin Inc.  
8300 W. Sunrise Boulevard  
Plantation, FL, 33322

TRI-STATE IMAGING FL HOLDINGS, LLC

By: \_\_\_\_\_ *Zine*  
Name: Riadh Zine  
Title: Manager

Address for Notices:  
Akumin Inc.  
8300 W. Sunrise Boulevard  
Plantation, FL, 33322

SCHEDULE A

<b>Grantor</b>	<b>Domain Name/Mark</b>	<b>Country</b>	<b>Type of Mark</b>	<b>Reg. No.</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Issue Date</b>
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	
Tri-State Imaging FL Holdings, LLC		United States	Word Mark	2991273		February 18, 2004	September 6, 2005
Tri-State Imaging FL Holdings, LLC		United States	Word Mark RRC 	2930358		February 18, 2004	March 8, 2005