

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499459

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOBIUS IMAGING, LLC		11/23/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RUNWAY GROWTH CREDIT FUND INC.		
Street Address:	205 N Michigan Ave., Suite 4200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4347023	MOBIUS IMAGING	
Registration Number:	4347024	MOBIUS IMAGING	
Registration Number:	4538070	MOBICT	
Serial Number:	87882544		
Registration Number:	4962243	MOBIUS	
Registration Number:	4962244	MOBIUS	
Registration Number:	5008441	MOBIUS IMAGING NOW YOU SEE	
Registration Number:	5008442	MOBIUS IMAGING NOW YOU SEE	
Serial Number:	86961486	OMNIAXIS CT	
Serial Number:	86961368	VERSO	
Serial Number:	86961399	VERSO	
Serial Number:	86961386	VERSO	
Serial Number:	86961412	VERSO OMNIAXIS CT	
Serial Number:	86961444	VERSO OMNIAXIS CT	
Serial Number:	86961464	VERSO OMNIAXIS CT	
Serial Number:	86961524		
Serial Number:	86961504		
Serial Number:	87537430	TRUCT	

CH \$465.00 4347023

CORRESPONDENCE DATA**Fax Number:** 4156932222*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:** 4156932000**Email:** crhem@cooley.com**Correspondent Name:** Cooley LLP**Address Line 1:** 101 California Street, 5th Floor**Address Line 4:** San Francisco, CALIFORNIA 94111**ATTORNEY DOCKET NUMBER:** 326420-115**NAME OF SUBMITTER:** C. Rhem**SIGNATURE:** /CR/**DATE SIGNED:** 11/26/2018**Total Attachments: 8**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of November 23, 2018, among **MOBIUS IMAGING, LLC**, a Delaware limited liability company, (“**Grantor**”) and **RUNWAY GROWTH CREDIT FUND INC.**, as collateral agent for Lenders (in such capacity, “**Agent**”).

RECITALS

A. Grantor, certain lenders from time to time party thereto (collectively “**Lenders**”), and Agent, as administrative agent and collateral agent for lenders, are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Lender hereby agree:

AGREEMENT

1. To secure the Obligations, Grantor grants Lender a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, containing amended exhibits reflecting such new Intellectual Property.

3. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

5. This Agreement constitutes a Loan Document. Accordingly, it is subject to the provisions of Section 11 of the Loan Agreement, which are hereby incorporated herein by reference, *mutatis mutandis*.

6. This Agreement is intended by the parties hereto to be filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

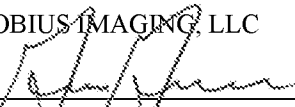
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

2 Shaker Road
Phoenix Park, Suite F100
Shirley, MA 01464
Attention: Chief Financial Officer

GRANTOR:

MOBIUS IMAGING, LLC

By: 
Name: Eugene A. Gregerson
Title: President & CEO

Address of Lender:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Email: tr@runwaygrowth.com; ka@runwaygrowth.com

AGENT:

RUNWAY GROWTH CREDIT FUND INC.

By: _____
Name: _____
Title: _____

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2 Shaker Road
Phoenix Park, Suite F100
Shirley, MA 01464
Attention: Chief Financial Officer

GRANTOR:

MOBIUS IMAGING, LLC

By: _____
Name: _____
Title: _____

Address of Lender:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Email: tr@runwaygrowth.com; ka@runwaygrowth.com

AGENT:

RUNWAY GROWTH CREDIT FUND INC.

By: Thomas B. Raterman
Name: THOMAS B. RATERMAN
Title: CFD

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

Owner	Patent / Patent Application	Patent No. / Application No.	Issue Date / Application Date
Mobius Imaging	Mobile Medical Imaging System and Methods	8,118,488	2-12-2012
Mobius Imaging	Mobile Medical Imaging System and Methods	9,408,554	8-9-2016
Mobius Imaging	Mobile Medical Imaging System and Methods	9,700,272	7-11-2017
Mobius Imaging	Mobile Medical Imaging System and Methods	15/645,032	7-10-2017
Mobius Imaging	Drive System for Imaging Device	8,753,009	6-17-2014
Mobius Imaging	Drive System for Imaging Device	9,185,301	11-10-2015
Mobius Imaging	Drive System for Imaging Device	9,655,572	5-23-2017
Mobius Imaging	Diagnostic Imaging Apparatus with Airflow Cooling System	8,770,839	7-8-2014
Mobius Imaging	Diagnostic Imaging Apparatus with Airflow Cooling System	9,462,984	10-11-2016
Mobius Imaging	Mobile X-ray Imaging System	9,737,273	8-22-2017
Mobius Imaging	Mobile X-ray Imaging System	15/674,842	8-11-2017
Mobius Imaging	Detector System for Imaging Device	9,125,613	9-8-2015
Mobius Imaging	Detector System for Imaging Device	9,980,689	5-29-2018
Mobius Imaging	Multi-Plane X-ray Imaging System and Method	9,526,461	12-27-2016
Mobius Imaging	Vertical Scan Imaging System	13/916,869	6-13-2013
Mobius Imaging	Multi-Directional X-ray Imaging System with Single Support Column	9,962,132	5-8-2018
Mobius Imaging	Multi-Directional X-Ray Imaging System	15/972,964	5-7-2018
Mobius Imaging	Method and System for X-ray CT Imaging	9,111,379	8-18-2015
Mobius Imaging	Method and System for X-ray CT Imaging	9,576,378	2-21-2017
Mobius Imaging	Method and System for X-ray CT Imaging	9,978,157	5-22-2018
Mobius Imaging	Caster System for Mobile Apparatus	9,801,592	10-31-2017
Mobius Imaging	Caster System for Mobile Apparatus	15/718,164	9-28-2017
Mobius Imaging	Caster System for Mobile Apparatus	15/718,240	9-28-2017

Mobius Imaging	Mobile X-ray Imaging System	14/211,822	3-14-2014
Mobius Imaging	Integrated Medical Imaging and Surgical Robotic System	15/227,119	4-15-2016
Mobius Imaging	Table System for Medical Imaging	15/685,955	8-24-2017
Mobius Imaging	Cantilevered X-ray CT System for Multi-Axis Imaging	15/817,672	11-20-2017
Mobius Imaging	Medical X-ray Imaging Systems and Methods	62/644,032	3-16-2018
Mobius Imaging	Integrated Medical Imaging and Surgical Robotic System	15/130,258	4-15-2016

EXHIBIT C

TRADEMARKS

Owner	Trademark / Trademark Application	Trademark No. / Application No.	Issue Date / Application Date
Mobius Imaging	"MOBIUS IMAGING"	4,347,023	6-4-2013
Mobius Imaging	"MOBIUS IMAGING" (stylized)	4,347,024	6-4-2013
Mobius Imaging	"MobiCT"	4,538,070	5-27-2014
Mobius Imaging	Intersecting Circles Logo	87/882,544	4-18-2018
Mobius Imaging	"MOBIUS" (stylized with logo)	4,962,243	5-24-2016
Mobius Imaging	"MOBIUS" (stylized with logo & color)	4,962,244	5-24-2016
Mobius Imaging	"Mobius Imaging Now You See" (stylized with logo)	5,008,441	7-26-2016
Mobius Imaging	"Mobius Imaging Now You See" (stylized with logo & color)	5,008,442	7-26-2016
Mobius Imaging	"OMNIAXIS CT"	86/961,486	4-1-2016
Mobius Imaging	"VERSO"	86/961,368	4-1-2016
Mobius Imaging	"VERSO" (stylized with logo)	86/961,399	4-1-2016
Mobius Imaging	"VERSO" (stylized with logo & color)	86/961,386	4-1-2016
Mobius Imaging	"VERSO OMNIAXIS CT"	86/961,412	4-1-2016
Mobius Imaging	"VERSO OMNIAXIS CT" (stylized with logo & color)	86/961,444	4-1-2016
Mobius Imaging	"VERSO OMNIAXIS CT" (stylized with logo)	86/961,464	4-1-2016
Mobius Imaging	Circle Logo	86/961,524	4-1-2016
Mobius Imaging	Circle Logo (with color)	86/961,504	4-1-2016
Mobius Imaging	"TruCT"	87/537,430	7-21-2017