

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509937

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Radiology Partners, Inc.		02/12/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Administrative Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88236707	RECOMD POWERED BY RP RADIOLOGY PARTNERS	
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:	800-713-0755		
Email:	James.Murray@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	02/13/2019		
Total Attachments: 7			
source=19. RP - Supplement to Second Lien Trademark Security Agreement#page1.tif			
source=19. RP - Supplement to Second Lien Trademark Security Agreement#page2.tif			
source=19. RP - Supplement to Second Lien Trademark Security Agreement#page3.tif			
source=19. RP - Supplement to Second Lien Trademark Security Agreement#page4.tif			
source=19. RP - Supplement to Second Lien Trademark Security Agreement#page5.tif			

OP \$40.00 88236707

source=19. RP - Supplement to Second Lien Trademark Security Agreement#page6.tif

source=19. RP - Supplement to Second Lien Trademark Security Agreement#page7.tif

SUPPLEMENT TO SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SUPPLEMENT TO SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of February 12, 2019 (this "Supplement"), 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 Second Lien Credit Agreement, dated as of July 9, 2018, 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 Second Lien Security Agreement, dated as of July 9, 2018 (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 Supplement, 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 Supplement 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 Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS SUPPLEMENT 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.

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Administrative Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured

Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to Barclays Bank PLC, as administrative agent, pursuant to or in connection with First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Administrative Agent or any other Secured Party hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[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

Accepted and Agreed:

BARCLAYS BANK PLC,
as Agent

By:



Name: Ronnie Glenn

Title: Director

[Signature Page to Supplement to Second Lien Trademark Security Agreement]

SCHEDULE A
to
SUPPLEMENT TO SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

(a) USPTO Trademarks

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	Radiology Partners, Inc.	RECOMD POWERED BY RP RADIOLOGY PARTNERS	88236707 12/20/2018	Pending

(b) State Trademarks

None.