

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM543825

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alliance Health Sciences, LLC		09/20/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Pinnacle Bank		
Street Address:	150 3rd Ave. South		
Internal Address:	Suite 800		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37201		
Entity Type:	banking corporation: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5839317	ALLIANCE HEALTH SCIENCES	
Registration Number:	5839318	ALLIANCE DIAGNOSTICS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	615-782-2200		
Email:	alexandra.mackay@stites.com		
Correspondent Name:	Alexandra MacKay		
Address Line 1:	401 Commerce Street		
Address Line 2:	Suite 800		
Address Line 4:	Nashville, TENNESSEE 37219		
NAME OF SUBMITTER:	Alexandra MacKay		
SIGNATURE:	/Alex/		
DATE SIGNED:	10/03/2019		
Total Attachments: 4			
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source=Pinnacle Bank - Alliance Health Sciences - fully executed Supplemental IP Security Agreement#page2.tif			

OP \$65.00 5839317

SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Supplemental Intellectual Property Security Agreement (this "Agreement") is entered into as of September 20, 2019 by Alliance Health Sciences, LLC ("Grantor"), a Texas limited liability company, and Pinnacle Bank (the "Lender"), a Tennessee banking corporation, as Lender under that Line of Credit and revolving Credit Loan Agreement dated as of November 6, 2017 (the "Loan Agreement") among Grantor, certain Affiliates of Grantor, and Lender.

RECITALS

A. The Lender is acting in its capacity as Lender under the Loan Agreement and certain security interests granted pursuant to such Loan Agreement and related security agreements of even date therewith ("Security Agreements").

B. Pursuant to the terms of the Loan Agreement and related Security Agreements, Grantor has granted to Lender a security interest in all of Grantors' right, title, and interest, whether presently existing or hereafter acquired, in, to, and under all of the Collateral, which as defined, includes all intellectual property, whether presently owned or acquired after the date of the Security Agreements.

C. Pursuant to the terms of the Loan Agreement and related Security Agreements, Grantor must take such actions from time to time as Lender may reasonably require in order to fully establish, attach, perfect, maintain, and protect Lender's security interest and lien upon the Collateral, including without limitation the execution and delivery, promptly upon request, of such further authorizations and financing statements or amendments thereto and other instruments that Lender may reasonably require.

D. On August 20, 2019, the United States Patent and Trademark Office issued the federal service mark registrations identified on *Exhibit A*, attached to and made a part of this Agreement.

E. The Grantor and Lender wish to enter into this Agreement as set forth herein to confirm Lender's security interest in the IP Collateral and to record notice of Lender's security interest in the marks and registrations set forth on *Exhibit A* with the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and the Lender, intending to be legally bound, and as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, the parties agree as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Security Agreements, and under any other agreement now existing or hereafter arising between Grantor and Lender, Grantor grants and pledges to Lender a security interest in all of such Grantor's right, title, and interest in, to and under its Collateral (including without limitation those service marks and registrations listed on *Exhibit*

A hereto and the goodwill of the business they symbolize), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties, and proceeds of infringement suits), the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all renewals thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement and the Security Agreements. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, Security Agreements, and other loan documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power, and remedy of Lender provided for herein or in the Loan Agreement, Security Agreements, or any of the loan documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power, or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Supplemental Intellectual Property Security Agreement, the Loan Agreement, the Security Agreements, or any of the other loan documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers, or remedies.

Grantor represents and warrants that *Exhibit A* attached hereto sets forth any and all intellectual property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable since execution of the Security Agreements executed concurrently with the Loan Agreement.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. The validity, construction, and enforcement of this Agreement and all matters arising from or relating to this Agreement shall be determined according to the laws of Tennessee (excluding conflicts principles) and applicable federal law.

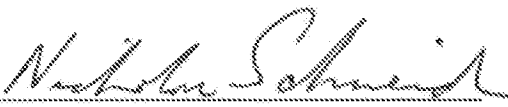
IN WITNESS WHEREOF, the parties have caused this Supplemental Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

[remainder of page intentionally left blank; signature pages follow]

This Agreement is dated as of the date first written above,

GRANTOR:

ALLIANCE HEALTH SCIENCES, LLC

By: 
Nicholas Schneider, Chief Financial
Officer

LENDER:

PINNACLE BANK

By: 
Allison Jones, Senior Vice President

EXHIBIT A

TRADEMARK REGISTRATIONS

Owner Name	Mark	Registration Number
Alliance Health Sciences, LLC	ALLIANCE HEALTH SCIENCES	5839317
Alliance Health Sciences, LLC	ALLIANCE DIAGNOSTICS	5839318