

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM543953

<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>
MEDICAL PHYSICS, LLC		10/04/2019	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	100 S. WACKER DRIVE		
<b>Internal Address:</b>	18TH FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5371864	RSO ONLINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312-577-8208		
<b>Email:</b>	alana.hernandez@katten.com		
<b>Correspondent Name:</b>	ALANA HERNANDEZ C/O KATTEN		
<b>Address Line 1:</b>	525 W. MONROE STREET		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	ALANA HERNANDEZ		
<b>SIGNATURE:</b>	/ALANA HERNANDEZ/		
<b>DATE SIGNED:</b>	10/04/2019		
<b>Total Attachments: 4</b>			
source=Trademark Security Agreement#page1.tif			
source=Trademark Security Agreement#page2.tif			
source=Trademark Security Agreement#page3.tif			
source=Trademark Security Agreement#page4.tif			

CH \$40.00 5371864

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of October 4, 2019, by MEDICAL PHYSICS, LLC, a North Carolina limited liability company (“**Grantor**”), in favor of GOLUB CAPITAL LLC, a Delaware limited liability company, as Administrative Agent (the “**Administrative Agent**”).

This Agreement refers to (a) a Credit Agreement dated as of May 8, 2019, entered into among the Grantor, the other Loan Parties party thereto, the financial institutions who are or become parties thereto as Lenders, and Administrative Agent (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which the Lenders have agreed to make certain extensions of credit to the Borrower; and (b) a Security Agreement dated as of May 8, 2019, entered into among Grantor, as a “Grantor” thereunder, the other Persons who are or become parties thereto as “Grantors” thereunder, and Administrative Agent (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”). Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Credit Agreement or the Security Agreement, as applicable.

Pursuant to the terms of the Credit Agreement, the Security Agreement and certain other Loan Documents, the Obligations of the Borrower and other Loan Parties under the Credit Agreement are secured.

Pursuant to the Security Agreement, Grantor has granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Security Agreement, Grantor does hereby grant to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith (though excluding any “intent to use” trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office);
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 hereto, together with all goodwill associated therewith (but in each case only to the extent permitted by terms of the applicable license, and provided the grant of a security interest in such license would not result in the loss of rights or a create a default thereunder); and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1, and any

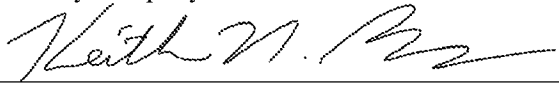
trademark licensed under any trademark license listed on Schedule 1 hereto (items (1) through (3) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Security Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

**MEDICAL PHYSICS, LLC**, a North Carolina  
limited liability company

By: 

Name: Keith N. Burns

Title: President

**SCHEDULE 1**

**TRADEMARK COLLATERAL**

Trademarks, Trademark Applications, and Trademark Licenses:

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status of Mark</b>	<b>Owner/Applicant</b>
RSO ONLINE	87066314	6/9/16	5371864	1/2/18	Registered	Medical Physics, LLC

Schedule 1 to Trademark Security Agreement