

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZAPIT MEDICAL PHYSICS, LLC		10/16/2019	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT		
Street Address:	100 SOUTH WACKER DRIVE		
Internal Address:	18TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4720901	BETTER MEDICINE THROUGH COLLABORATION	
Registration Number:	5070360	EQAR	
Registration Number:	4606939	ZAP2IT!	
Registration Number:	4732270	ZAPIT! MEDICAL	
Registration Number:	4606938		
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	312-577-8208		
Email:	alana.hernandez@katten.com		
Correspondent Name:	ALANA HERNANDEZ C/O KATTEN		
Address Line 1:	525 W. MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
NAME OF SUBMITTER:	ALANA HERNANDEZ		
SIGNATURE:	/ALANA HERNANDEZ/		
DATE SIGNED:	12/11/2019		

CH \$140.00 4720901

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of October 16, 2019, by ZAPIT 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

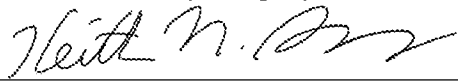
trademark licensed under any trademark license listed on Schedule 1 hereto (items (1) through (3) being herein collectively referred to as the “Trademark Collateral”).

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.

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

By: 

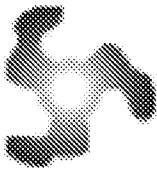
Name: Keith N. Burns

Title: President

SCHEDULE 1

TRADEMARK COLLATERAL

Trademarks, Trademark Applications, and Trademark Licenses:

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
BETTER MEDICINE THROUGH COLLABORATION BETTER MEDICINE THROUGH COLLABORATION	-	-	4720901	4/14/15	Registered	ZapIT Medical Physics, LLC
EQAR	-	-	5070360	10/25/16	Registered	ZapIT Medical Physics, LLC
ZAP2IT	-	-	4606939	9/16/14	Registered	ZapIT Medical Physics, LLC
ZAPIT MEDICAL	-	-	4732270	5/5/15	Registered	ZapIT Medical Physics, LLC
 (Design Only)	-	-	4606938	9/16/14	Registered	ZapIT Medical Physics, LLC