

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587381

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|---|---|---------------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MX USA, LLC | | 07/16/2020 | Limited Liability Company: DELAWARE |
| Main Street Clinical Laboratory, LLC | | 07/16/2020 | Limited Liability Company: MISSISSIPPI |
| Rely Radiology Holdings, LLC | | 07/16/2020 | Limited Liability Company: DELAWARE |
| TridentUSA Mobile Clinical Services, LLC | | 07/16/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PNC Bank, National Association | | |
| Street Address: | 500 First Avenue | | |
| Internal Address: | Commercial Loan Service Center/DCC | | |
| City: | Pittsburgh | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15219 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 13 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4865340 | MAIN STREET CLINICAL LABORATORY, INC. | |
| Serial Number: | 88180205 | TRIDENTHEALTH | |
| Serial Number: | 88195995 | WE GO WHERE YOU ARE | |
| Serial Number: | 88180200 | TRIDENTCARE | |
| Registration Number: | 5555444 | TRIDENTUSA CONNECT | |
| Registration Number: | 4591895 | TRIDENTUSA MOBILE CLINICAL SERVICES | |
| Registration Number: | 4600270 | TRIDENTUSA MOBILE CLINICAL SERVICES | |
| Registration Number: | 4118196 | MOBILEXUSA | |
| Registration Number: | 3962379 | TRIDENTUSA HEALTH SERVICES | |
| Registration Number: | 3971125 | TRIDENTUSA HEALTH SERVICES | |
| Registration Number: | 4127862 | RELY RADIOLOGY | |
| Registration Number: | 1536948 | EYE AMERICA | |
| Registration Number: | 4591894 | TRIDENTUSA MOBILE CLINICAL SERVICES | |
| TRADEMARK | | | |

OP \$340.00 4865340

CORRESPONDENCE DATA**Fax Number:** 2158325619*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:** 2155695619**Email:** pecsenye@blankrome.com**Correspondent Name:** Timothy D. Pecsénye (074658-19149 ND)**Address Line 1:** One Logan Square**Address Line 2:** 8th Floor**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

| | |
|--------------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | 074658-19149 |
| NAME OF SUBMITTER: | Timothy D. Pecsénye |
| SIGNATURE: | /Timothy D. Pecsénye/ |
| DATE SIGNED: | 07/20/2020 |

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“Trademark Security Agreement”) is made as of this July 16, 2020, among the each of the entities listed on the signature pages hereof (individually and collectively, as the context may require, the “Grantor”), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) by and among Borrowers, Guarantors, each of the financial institutions named in or which hereafter become a party thereto (collectively, the “Lenders”) and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby assigns, pledges and grants to Agent for its benefit and for the ratable benefit of the Lenders, a continuing first priority security interest in and to and Lien on all of Grantor’s trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, “Trademarks”), including, without limitation, those referred to on Schedule 1 hereto, licenses for any of the foregoing, and all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any license, whether now owned or existing or hereafter created, acquired or arising and wherever located (collectively, the “Trademark Collateral”).

3. 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 hereof attach to any “intent-to-use” application for registration of a trademark or service mark 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.

4. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

5. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. RECORDATION. Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations

other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.


9. GOVERNING LAW. This Trademark Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

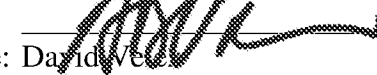
MX USA, LLC

By: 
Name: David Velez
Title: President and Secretary


MAIN STREET CLINICAL LABORATORY, LLC

By: 
Name: David Velez
Title: President, Chief Executive Officer and Secretary

TRIDENTUSA MOBILE CLINICAL SERVICES, LLC


By: 
Name: David Velez
Title: President and Secretary

RELY RADIOLOGY HOLDINGS, LLC

By: 
Name: David Velez
Title: President and Secretary

ACCEPTED AND AGREED
as of the date first above written:


PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: George J. Conladi
Title: SVP

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

| Mark Name | Owner | Registration Number (App. No.) | Registration Date (App. Date) | Status |
|--|---------------------------------------|-----------------------------------|----------------------------------|--------|
|  | Main Street Clinical Laboratory, Inc. | 4865340 | 12/8/2015 | Live |
| TRIDENTHEALTH | MX USA, Inc. (became MX USA, LLC) | (88180205) | (11/2/2018) | Live |
| WE GO WHERE YOU ARE | MX USA, Inc. (became MX USA, LLC) | (88195995) | (11/15/2018) | Live |
| TRIDENTCARE | MX USA, Inc. (became MX USA, LLC) | (88180200) | (11/2/2018) | Live |
| TRIDENTUSA CONNECT | MX USA, LLC | 5555444 | 9/4/2018 | Live |
|  | MX USA, LLC | 4591895 | 8/26/2014 | Live |
|  | MX USA, LLC | 4591894 | 8/26/2014 | Live |
| TRIDENTUSA MOBILE CLINICAL SERVICES | MX USA, LLC | 4600270 | 9/9/2014 | Live |
| MOBILEXUSA | MX USA, LLC | 4118196 | 3/27/2012 | Live |

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|--|--|---------|-----------|------|
|  | MX USA, LLC | 3962379 | 5/17/2011 | Live |
| TRIDENTUSA HEALTH SERVICE | MX USA, LLC | 3971125 | 5/31/2011 | Live |
| RELY RADIOLOGY | Rely Radiology Holdings, LLC | 4127862 | 4/17/2012 | Live |
| EYE AMERICA | TRIDENTUSA MOBILE CLINICAL SERVICES, LLC | 1536948 | 4/25/1989 | Live |