

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606369

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Akumin, Inc.		11/02/2020	Corporation: D.C.
Akumin Imaging Texas, LLC		11/02/2020	Limited Liability Company: TEXAS
Akumin Florida Holdings, LLC		11/02/2020	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	BBVA USA
Street Address:	701 32nd Street South
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35233
Entity Type:	Corporation: ALABAMA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4613891	SOUTHWEST X-RAY
Registration Number:	3866646	SOUTHWEST X RAY
Registration Number:	4654531	SOUTHWEST I.T. SOLUTIONS
Registration Number:	4706743	SOUTHWEST I.T. SOLUTIONS
Registration Number:	3932868	
Registration Number:	4405990	SOUTHWEST X RAY
Registration Number:	4858604	SOUTHWEST X RAY AFFORDABLE ADVANCED TECH
Registration Number:	5378102	
Registration Number:	5321770	AKUMIN
Registration Number:	2991273	ROSE RADIOLOGY CENTERS, INC.
Registration Number:	2930358	RRC

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

TRADEMARK

Phone: 800-713-0755
Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.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: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 11/02/2020

Total Attachments: 6

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK SECURITY AGREEMENT, dated as of November 2, 2020, by AKUMIN INC., AKUMIN IMAGING TEXAS, LLC and AKUMIN FLORIDA HOLDINGS, LLC (each, a “Grantor”, and, collectively, the “Grantors”), in favor of BBVA USA, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, each Grantor is party to that certain U.S. Pledge and Security Agreement, dated as of November 2, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), in favor of the Collateral Agent, pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. To secure the Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and continuing security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (collectively, the “Applicable Collateral”):

- (a) Trademarks of such Grantor, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge and 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 Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Termination. Upon the release of the Lien provided for in the Pledge and Security Agreement (as set forth in the Pledge and Security Agreement and/or the Credit

Agreement, as the case may be) with respect to all or any portion of the Applicable Collateral (including in connection with the Disposition thereof), the Collateral Agent shall execute, acknowledge, and deliver to the relevant Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in all or such portion of the Applicable Collateral under this Trademark Security Agreement, without recourse, representation or warranty by the Collateral Agent.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. The words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Page Follows]

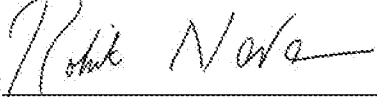
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

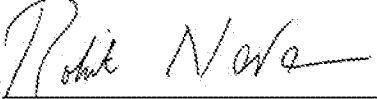
AKUMIN INC., as a Grantor

By: 
Name: Mohammad Saleem
Title: Chief Financial Officer and Corporate Secretary

AKUMIN IMAGING TEXAS, LLC,
as a Grantor

By: 
Name: Rohit Navani
Title: Chief Operating Officer

AKUMIN FLORIDA HOLDINGS, LLC,
as a Grantor

By: 
Name: Rohit Navani
Title: Chief Operating Officer

Accepted and Agreed:

BBVA USA,
as Collateral Agent

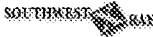


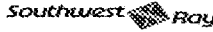



By: Kyle Sederstrom
Name: Kyle Sederstrom
Title: Vice President

[Signature Page to U.S. Trademark Security Agreement]

TRADEMARK
REEL: 007123 FRAME: 0351

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Akumin Imaging Texas, LLC	4613891	SOUTHWEST X-RAY
Akumin Imaging Texas, LLC	3866646	SOUTHWEST X RAY 
Akumin Imaging Texas, LLC	4654531	SOUTHWEST I.T. SOLUTIONS
Akumin Imaging Texas, LLC	4706743	SOUTHWEST I.T. SOLUTIONS 
Akumin Imaging Texas, LLC	3932868	Design Only 
Akumin Imaging Texas, LLC	4405990	SOUTHWEST X RAY 
Akumin Imaging Texas, LLC	4858604	SOUTHWEST X RAY AFFORDABLE ADVANCED TECHNOLOGY 
Akumin Inc.	5378102	Design Only 
Akumin Inc.	5321770	AKUMIN
Akumin Florida Holdings, LLC	2991273	ROSE RADIOLOGY CENTERS, INC.
Akumin Florida Holdings, LLC	2930358	RRC 

Trademark Applications:

None.