

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM614910

|   |   |  |                                     |
|---|---|--|-------------------------------------|
| <b>SUBMISSION TYPE:</b>                 | NEW ASSIGNMENT  |  |                                     |
| <b>NATURE OF CONVEYANCE:</b>            | NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS |  |                                     |
| <b>CONVEYING PARTY DATA</b>             |   |  |                                     |
| <b>Name</b>                             | <b>Formerly</b>   | <b>Execution Date</b>                    | <b>Entity Type</b>                  |
| DIVERSIFIED RADIOLOGY OF COLORADO, INC. |   | 12/15/2020                               | Corporation: COLORADO               |
| RADIOLOGY LTD., LLC                     |   | 12/15/2020                               | Limited Liability Company: ARIZONA  |
| MBX MEDICAL BILLING EXPERTS, LLC        |   | 12/15/2020                               | Limited Liability Company: DELAWARE |
| AMERICAN HEALTH IMAGING, INC.           |   | 12/15/2020                               | Corporation: GEORGIA                |
| US RADIOLOGY SPECIALISTS, INC.          |   | 12/15/2020                               | Corporation: DELAWARE               |
| <b>RECEIVING PARTY DATA</b>             |   |  |                                     |
| <b>Name:</b>                            | BARCLAYS BANK PLC   |  |                                     |
| <b>Street Address:</b>                  | 745 7TH AVENUE  |  |                                     |
| <b>City:</b>                            | NEW YORK  |  |                                     |
| <b>State/Country:</b>                   | NEW YORK  |  |                                     |
| <b>Postal Code:</b>                     | 10019   |  |                                     |
| <b>Entity Type:</b>                     | Private Limited Company: UNITED KINGDOM                             |  |                                     |
| <b>PROPERTY NUMBERS Total: 11</b>       |   |  |                                     |
| <b>Property Type</b>                    | <b>Number</b>   | <b>Word Mark</b>                         |                                     |
| <b>Registration Number:</b>             | 5199928   | MYRAD                                    |                                     |
| <b>Registration Number:</b>             | 5637981   | RADCOMMUNITY                             |                                     |
| <b>Registration Number:</b>             | 5647558   | R  |                                     |
| <b>Registration Number:</b>             | 5647559   | R RADIOLOGY LTD.                         |                                     |
| <b>Registration Number:</b>             | 4729184   | MBX                                      |                                     |
| <b>Registration Number:</b>             | 4729185   | MBX MEDICAL BILLING EXPERTS              |                                     |
| <b>Registration Number:</b>             | 6020682   | ACCELERATED BREAST MRI                   |                                     |
| <b>Registration Number:</b>             | 5814537   | US RADIOLOGY SPECIALISTS IMAGING AND INT |                                     |
| <b>Registration Number:</b>             | 5967097   | RADFUN                                   |                                     |
| <b>Registration Number:</b>             | 5967099   | RADFIT                                   |                                     |
| <b>Registration Number:</b>             | 5967093   | RADCOMMUNITY                             |                                     |

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**CORRESPONDENCE DATA****Fax Number:** 6502515002

*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:** (650)251-5262**Email:** ksolomon@stblaw.com**Correspondent Name:** AMBER HAREZLAK, ESQ.**Address Line 1:** SIMPSON THACHER & BARTLETT LLP**Address Line 2:** 2475 HANOVER STREET**Address Line 4:** PALO ALTO, CALIFORNIA 94304

|                                |             |
|--------------------------------|-------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 008330/0441 |
|--------------------------------|-------------|

|                           |                |
|---------------------------|----------------|
| <b>NAME OF SUBMITTER:</b> | AMBER HAREZLAK |
|---------------------------|----------------|

|                   |      |
|-------------------|------|
| <b>SIGNATURE:</b> | /AH/ |
|-------------------|------|

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 12/16/2020 |
|---------------------|------------|

**Total Attachments: 7**

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NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS

**NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS** (the “Agreement”), dated as of December 15, 2020, made by each signatory hereto (each as a “Grantor”), in favor of BARCLAYS BANK PLC, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Agent”) for the lenders (the “Lenders”) that are party to the Credit Agreement, dated as of December 15, 2020 (as amended, amended and restated, restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among the Agent, the Borrowers (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrowers, each Grantor and the other parties thereto have executed and delivered a Pledge and Security Agreement dated as of December 15, 2020, (as amended, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), in favor of the Agent;

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to all Trademarks now owned or at any time hereafter acquired by such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all proceeds of the foregoing, 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 of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms, and in the event of any conflict between this Agreement and the Security Agreement, the Security Agreement will control.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Electronic Signatures. The parties hereby agree that the electronic signatures of the parties will have the same force and effect as a manual signatures.

SECTION 7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the state of New York.

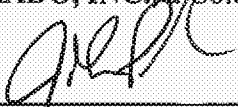
SECTION 8. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

\* \* \*


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

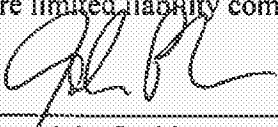
**DIVERSIFIED RADIOLOGY OF  
COLORADO, INC.**, a Colorado corporation

By:   
Name: John Perkins  
Title: President and Chief Executive Officer

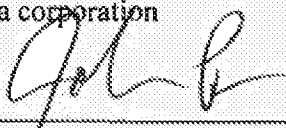
**RADIOLOGY LTD., LLC**, an Arizona limited liability company

By:   
Name: John Perkins  
Title: President and Chief Executive Officer


**MBX MEDICAL BILLING EXPERTS, LLC**, a Delaware limited liability company

By:   
Name: John Perkins  
Title: President and Chief Executive Officer

**AMERICAN HEALTH IMAGING, INC.**, a Georgia corporation

By:   
Name: John Perkins  
Title: Chairman

**US RADIOLOGY SPECIALISTS, INC.**, a Delaware corporation

By:   
Name: David Wagnon  
Title: Executive Vice President and Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

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COLORADO, INC.,** a Colorado corporation

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Name: John Perkins  
Title: President and Chief Executive Officer

**RADIOLOGY LTD., LLC,** an Arizona limited liability company

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Name: John Perkins  
Title: President and Chief Executive Officer


**MBX MEDICAL BILLING EXPERTS, LLC,** a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Perkins  
Title: President and Chief Executive Officer

**AMERICAN HEALTH IMAGING, INC.,** a Georgia corporation

By: \_\_\_\_\_  
Name: John Perkins  
Title: Chairman

**US RADIOLOGY SPECIALISTS, INC.,** a Delaware corporation

By:  \_\_\_\_\_  
Name: David Wagnon  
Title: Executive Vice President and Chief Financial Officer


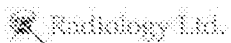

BARCLAYS BANK PLC,  
as Agent

A handwritten signature in black ink, appearing to read "Evan Moriarty", with a long horizontal stroke extending to the right.


By: \_\_\_\_\_  
Name: Evan Moriarty  
Title: Vice President

# SCHEDULE I

## Trademarks

| <u>Owner</u>  | <u>Trademark / Service Mark</u>   | <u>Registration No. / Serial No</u> | <u>Date Registered</u> |
|---|---|-------------------------------------|------------------------|
| Diversified Radiology of Colorado, Inc. (f/k/a Diversified Radiology of Colorado, P.C.) | MYRAD   | 5199928 / 87198128                  | 9-MAY-2017             |
| RADIOLOGY LTD., LLC   | RADCOMMUNITY  | 5637981 / 87921543                  | 25-DEC-2018            |
| RADIOLOGY LTD., LLC   | R and Design<br>                           | 5647558 / 87920645                  | 08-JAN-2019            |
| RADIOLOGY LTD., LLC   | R RADIOLOGY LTD. and Design<br>          | 5647559 / 87920659                  | 08-JAN-2019            |
| mb <sup>x</sup> Medical Billing Experts, LLC  | MBX   | 4729184 / 86302346                  | 28-APR-2015            |
| mb <sup>x</sup> Medical Billing Experts, LLC  | <br>MBX MEDICAL BILLING EXPERTS & Design | 4729185 / 86302389                  | 28-APR-2015            |
| American Health Imaging, Inc.   | ACCELERATED BREAST MRI  | 6020682 / 88062444                  | 24-MAR-2020            |



|                                   |  |                    |             |
|-----------------------------------|--|--------------------|-------------|
| US Radiology Specialists,<br>Inc. | US RADIOLOGY<br>SPECIALISTS IMAGING<br>AND INTERVENTIONAL<br>PARTNERS<br> US Radiology Specialists<br>Imaging and Interventional Partners | 5814537 / 87877783 | 23-JUL-2019 |
| RADIOLOGY LTD.,<br>LLC            | RADFUN   | 5967097 / 88515488 | 21-JAN-2020 |
| RADIOLOGY LTD.,<br>LLC            | RADFIT   | 5967099 / 88515505 | 21-JAN-2020 |
| RADIOLOGY LTD.,<br>LLC            | RADCOMMUNITY   | 5967093 / 88515452 | 21-JAN-2020 |