

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AGILITI HEALTH, INC.		01/04/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S. Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3940707	ASSET360	
Registration Number:	3923164	BIOMED360	
Registration Number:	1952473	CHAMP	
Registration Number:	4158513	HARMONY	
Registration Number:	4272696	MEDPRIME CAPITAL	
Registration Number:	4150761	ONCARE	
Registration Number:	1185243	U H S	
Registration Number:	2997683	UHS	
Registration Number:	2997707	UHS	
Registration Number:	2997705	UHS	
Registration Number:	3940726	UHS UNIVERSAL HOSPITAL SERVICES	
Registration Number:	2997706	UHS UNIVERSAL HOSPITAL SERVICES SERVICE	
Registration Number:	1183312	UNIVERSAL HOSPITAL SERVICES, INC.	
Serial Number:	87946691	AGILITI	
Serial Number:	88155617	AGILITI	
Serial Number:	88028494	AGILITI	
Serial Number:	88155626	AGILITI	
Serial Number:	87726113	QUARTET	

CH \$465.00 3940707

CORRESPONDENCE DATA**Fax Number:** 3128622200*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:** 312.862.3837**Email:** raza.siddiqui@kirkland.com**Correspondent Name:** Raza Siddiqui, Senior Paralegal**Address Line 1:** 300 N. LaSalle**Address Line 2:** Kirkland & Ellis LLP**Address Line 4:** Chicago, ILLINOIS 60654**ATTORNEY DOCKET NUMBER:** 46338-3**NAME OF SUBMITTER:** Raza Siddiqui**SIGNATURE:** /Raza Siddiqui/**DATE SIGNED:** 04/26/2021**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT dated as of January 4, 2019 (this “**Agreement**”), among AGILITI HEALTH, INC., a Delaware corporation (the “**Grantor**”) and JPMORGAN CHASE BANK, N.A, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the U.S. Pledge and Security Agreement dated as of January 4, 2019, by and among the Grantor, AGILITI HOLDCO, INC., a Delaware corporation (“**Holdings**”), the Subsidiary Parties from time to time party thereto and the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “**Security Agreement**”), and (b) the Credit Agreement dated as of January 4, 2019 among the Grantor, Holdings, the Subsidiaries from time to time party thereto, the Lenders and the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “**Credit Agreement**”). The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of its Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”): (i) all of the United States Trademarks owned by the Grantor and constituting Collateral, including, without limitation, those listed on Schedule I hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of

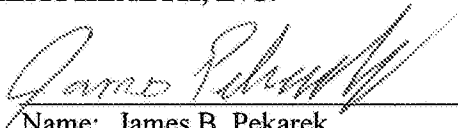
any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

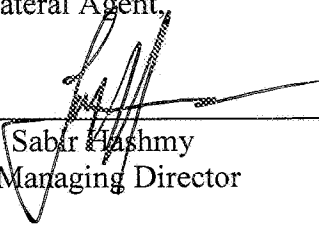
AGILITI HEALTH, INC.

By: 
Name: James B. Pekarek
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007271 FRAME: 0509

JPMORGAN CHASE BANK, N.A.
as Collateral Agent,

By: 
Name: Sabar Kashmy
Title: Managing Director

Schedule I

United States Trademarks and Trademark Applications

Country or State	Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date
US	AGILITI	Filed	87/946691	4-Jun-2018		
US	AGILITI	Filed	88/155617	15-Oct-2018		
US	AGILITI & design	Filed	88/028494	6-Jul-2018		
US	AGILITI & design	Filed	88/155626	15-Oct-2018		
US	ASSET360	Registered	85/100911	5-Aug-2010	3940707	5-Apr-2011
US	BIOMED360	Registered	85/100902	5-Aug-2010	3923164	22-Feb-2011
US	CHAMP	Registered	74/550628	18-Jul-1994	1952473	30-Jan-1995
US	HARMONY	Registered	85/156665	20-Oct-2010	4158513	12-Jun-2012
US	MEDPRIME CAPITAL	Registered	85/157688	21-Oct-2010	4272696	8-Jan-2013
US	ONCARE & design	Registered	85/080411	8-Jul-2010	4150761	29-May-2012
US	QUARTET	Published	87/726113	19-Dec-2017		
US	U H S	Registered	73/271557	25-Jul-1980	1185243	5-Jan-1982
US	UHS	Registered	78/444685	1-Jul-2004	2997683	20-Sep-2005
US	UHS & design	Registered	78/446788	7-Jul-2004	2997707	20-Sep-2005

US	UHS & design in color	Registered	78/446763	7-Jul-2004	2997705	20-Sep-2005
US	UHS UNIVERSAL HOSPITAL SERVICES & design	Registered	85/101174	5-Aug-2010	3940726	5-Apr-2011
US	UHS UNIVERSAL HOSPITAL SERVICES SERVICE YOU CAN COUNT ON. & design	Registered	78/446774	7-Jul-2004	2997706	20-Sep-2005
US	UNIVERSAL HOSPITAL SERVICES, INC.	Registered	73/271558	8-Sep-1980	1183312	22-Dec-1981