

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM644013

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SimonMed Imaging MSO, LLC		04/30/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., as Collateral Agent		
<b>Street Address:</b>	500 Stanton Christiana Road, NCC5, Floor 1		
<b>City:</b>	Newark		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19713-2107		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5616750		
<b>Registration Number:</b>	2919556	SEE TOMORROW TODAY	
<b>Registration Number:</b>	2917806	SIMONMED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125305219		
<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>			
<b>Phone:</b>	2125305243		
<b>Email:</b>	dcip@milbank.com, ehyla@milbank.com		
<b>Correspondent Name:</b>	Eric Hyla, Esq.		
<b>Address Line 1:</b>	55 Hudson Yards		
<b>Address Line 2:</b>	Milbank, LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10001-2163		
<b>ATTORNEY DOCKET NUMBER:</b>	57000.00103		
<b>NAME OF SUBMITTER:</b>	Eric Hyla		
<b>SIGNATURE:</b>	/Eric Hyla/		
<b>DATE SIGNED:</b>	05/03/2021		
<b>Total Attachments: 5</b>			

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**TRADEMARK SECURITY AGREEMENT**

**(Trademarks and Trademark Licenses)**

TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2021, between SimonMed Imaging MSO, LLC, a Delaware limited liability company (the “**Grantor**”), and JPMORGAN CHASE BANK, N.A., as Collateral Agent.

WHEREAS, the Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, ASP SIMONMED ACQUISITION LLC, a Delaware limited liability company, SIMONMED, INC., a Delaware corporation (following the consummation of the Acquisition, the “**Borrower**”), ASP ROCKET INTERMEDIATE HOLDINGS, INC., a Delaware corporation (“**Holdings**”), certain Subsidiaries from time to time party thereto, as Subsidiary Guarantors, the banks and financial institutions listed on the signature pages thereto or that become parties thereto after the Closing Date, as Lenders and JPMORGAN CHASE BANK, N.A., as Collateral Agent and Administrative Agent, are parties to that certain Credit Agreement, dated as of April 30, 2021 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of April 30, 2021 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, Holdings, the other Grantors party thereto and JPMorgan Chase Bank, N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the Grantor hereby grants to the Grantee, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto; and

(iii) all Proceeds of, revenues from, and accounts and general intangibles arising out of, the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.


Upon any termination or release of the Trademark Collateral pursuant to paragraphs 15(a) through 15(c) of the Security Agreement, the Collateral Agent shall, at the expense of the relevant Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions as such Grantor shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Pages Follow]

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

SIMONMED IMAGING MSO, LLC

By:   
Name: Keenan Simon  
Title: Chief Financial Officer

Acknowledged:

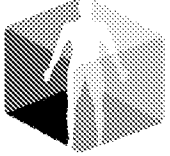
JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

By:   
Name: Kristina Harrison  
Title: authorized signer

**Schedule 1  
to Trademark Security Agreement**

**SIMONMED IMAGING MSO, LLC**

**TRADEMARKS**

<b>Marks</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner/Grantor</b>
	87876693	13-APR-2018	5616750	27-NOV-2018	Simonmed Imaging MSO, LLC
SEE TOMORROW TODAY	76506780	16-APR-2003	2919556	18-JAN-2005	Simonmed Imaging MSO, LLC
SIMONMED	76506874	16-APR-2003	2917806	11-JAN-2005	Simonmed Imaging MSO, LLC

**TRADEMARK LICENSES**

**None.**