

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM644047

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Radiology Services LLC		04/30/2021	Limited Liability Company: DELAWARE
eRAD, Inc.		04/30/2021	Corporation: PENNSYLVANIA
Mid Rockland Imaging Partners, Inc.		04/30/2021	Corporation: DELAWARE
RadNet, Inc.		04/30/2021	Corporation: DELAWARE
Radnet Management, Inc.		04/30/2021	Corporation: CALIFORNIA
RADAR MEDICAL SYSTEMS, L.L.C.		04/30/2021	Limited Liability Company: MICHIGAN

## RECEIVING PARTY DATA

<b>Name:</b>	Barclays Bank PLC, as Collateral Agent
<b>Street Address:</b>	745 Seventh 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

## PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
<b>Registration Number:</b>	2639209	RADNET
<b>Registration Number:</b>	3337802	
<b>Registration Number:</b>	3296186	RADNET,INC.
<b>Registration Number:</b>	5525345	RADNET MANAGEMENT
<b>Registration Number:</b>	5686555	RADNET MANAGEMENT
<b>Serial Number:</b>	88650860	WAVE IMAGING
<b>Serial Number:</b>	90492376	YOUR BODY
<b>Serial Number:</b>	90492198	YOUR BODY
<b>Registration Number:</b>	2711656	ERAD
<b>Registration Number:</b>	3963892	ERAD
<b>Registration Number:</b>	3356141	A AMERICAN RADIOLOGY SERVICES
<b>Registration Number:</b>	2467830	ARS

CH \$465.00 2639209

Property Type	Number	Word Mark
Registration Number:	5392373	RADAR NUDGE
Registration Number:	5387296	RADAR NUDGE
Registration Number:	3667826	RADAR
Registration Number:	4956898	ONE CENTER. ONE FOCUS. ONE TEAM.
Registration Number:	3795183	NEW YORK RADIOLOGY PARTNERS
Registration Number:	3612251	UNION SQUARE DIAGNOSTIC IMAGING

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 2123186532  
**Email:** alanagramer@paulhastings.com  
**Correspondent Name:** Alana Gramer  
**Address Line 1:** 200 Park Avenue  
**Address Line 2:** Paul Hastings LLP  
**Address Line 4:** New York, NEW YORK 10166

<b>NAME OF SUBMITTER:</b>	Alana Gramer
<b>SIGNATURE:</b>	/s/ Alana Gramer
<b>DATE SIGNED:</b>	05/04/2021

**Total Attachments: 6**  
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 30, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Barclays Bank PLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

**WHEREAS**, the Grantors are party to an Amended and Restated Pledge and Security Agreement dated as of April 23, 2021 (the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree 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**

**SECTION 2.1 Grant of Security.** Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “Trademark Collateral”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications in the United States Patent and Trademark Office listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark 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.

**SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

**SECTION 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

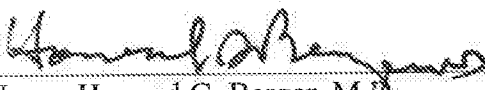
**SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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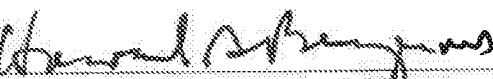
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN RADIOLOGY SERVICES LLC  
ERAD, INC.  
MID ROCKLAND IMAGING PARTNERS, INC.  
RADNET, INC.  
RADNET MANAGEMENT, INC.

By:   
Name: Howard G. Berger, M.D.  
Title: President

RADAR MEDICAL SYSTEMS, L.L.C.

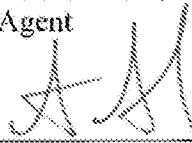
By: Image Medical Corporation, its manager

By:   
Name: Howard G. Berger, M.D.  
Title: President

Accepted and Agreed:

BARCLAYS BANK PLC,  
as Collateral Agent

By:



Name:

Title:

**Arvind Admal**  
**Vice President**

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 007278 FRAME: 0628**

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS IN THE UNITED STATES**  
**PATENT AND TRADEMARK OFFICE**

Grantor	Trademark	Serial No.	Filing Date	Registration No.	Registration Date
RadNet, Inc.	RADNET			10/22/2002	2,639,209
RadNet, Inc.	(design only)			11/20/2007	3,337,802
RadNet, Inc.	RADNET, inc., and design			09/25/2007	3,296,186
RadNet, Inc.	RadNet MANAGEMENT (stylized and/or with design)			07/24/2018	5,525,345
RadNet, Inc.	RadNet MANAGEMENT (stylized and/or with design)			02/26/2019	5,686,555
RadNet, Inc.	WAVE IMAGING	10/11/2019	88/650,860	N/A	N/A
RadNet, Inc.	YOUR BODY (stylized)	01/27/2021	90/492,376	N/A	N/A
RadNet, Inc.	YOUR BODY	01/27/2021	90/492,198	N/A	N/A
eRAD, Inc.	eRAD			04/29/2003	2,711,656
eRAD, Inc.	ERAD			05/24/2011	3,963,892

Grantor	Trademark	Serial No.	Filing Date	Registration No.	Registration Date
American Radiology Services LLC	A AMERICAN RADIOLOGY SERVICES, and design			12/18/2007	3,356,141
American Radiology Services LLC	ARS			07/10/2001	2,467,830
Radar Medical Systems, L.L.C.	RADAR NUDGE, and design			01/30/2018	5,392,373
Radar Medical Systems, L.L.C.	RADAR NUDGE			01/23/2018	5,387,296
Radar Medical Systems, L.L.C.	RADAR			08/11/2009	3,667,826
Radnet Management, Inc.	One Center. One Focus. One Team.			05/10/2016	4,956,898
Mid Rockland Imaging Partners, Inc.	New York Radiology Partners			05/25/2010	3,795,183
Mid Rockland Imaging Partners, Inc.	Union Square Diagnostic Imaging			04/28/2009	3,612,251