

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM658701

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Radia Inc., P.S.		07/07/2021	Professional Services Corporation:
Radia Imaging Center Holdings, LLC		07/07/2021	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	4 New York Plaza		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10004		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2296562	RADIA	
<b>Registration Number:</b>	3064303	TELERADIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129774405		
<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>	312-977-4400		
<b>Email:</b>	tefiester@nixonpeabody.com		
<b>Correspondent Name:</b>	Elizabeth W. Baio		
<b>Address Line 1:</b>	70 West Madison Street, Suite 3500		
<b>Address Line 2:</b>	Nixon Peabody LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60602		
<b>ATTORNEY DOCKET NUMBER:</b>	296604-000041		
<b>NAME OF SUBMITTER:</b>	Elizabeth W. Baio		
<b>SIGNATURE:</b>	/Elizabeth W. Baio/		
<b>DATE SIGNED:</b>	07/08/2021		
<b>Total Attachments: 11</b>			

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of July 7, 2021 is executed by Radia Inc., P.S., a Washington professional services corporation (the "Borrower"), and Radia Imaging Center Holdings, LLC, a Delaware limited liability company ("Radia Center"), and together with the Borrower, the "Grantors" and each a "Grantor"), and JPMorgan Chase Bank, N.A. (the "Lender"), on behalf of the Lender and the other Secured Parties.

### RECITALS

A. The Grantors and the Lender have entered into that certain Credit Agreement dated as of the date hereof (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time the "Credit Agreement") with the Lender, pursuant to which the Lender has agreed, subject to the satisfaction of certain terms and conditions, to extend or to continue to extend financial accommodations to the Borrower, as provided therein.

B. In connection with the Credit Agreement, the Grantors have executed and delivered that certain Pledge and Security Agreement dated as of the date hereof in favor of the Lender, pursuant to which, among other things, each of the Grantors granted the Lender, for the benefit of the Lender and the other Secured Parties, a security interest in substantially of such Grantor's assets to secure the Obligations of the Borrower and the other Grantors under the Credit Agreement and the other Loan Documents.

C. As a condition to the Lender's willingness to enter into the Credit Agreement and to extend credit and other financial accommodations to the Borrower thereunder, the Lender is requiring the Grantors to execute and deliver this Agreement and grant the Lender a security interest in the Pledged Collateral (as defined below) in order to secure the payment and performance of the Secured Obligations (as defined below).

### CLAUSES

To induce the Lender to enter into the Credit Agreement, each Grantor hereby agrees as follows:

1. **Grant of Security Interests.** To secure the complete and timely payment and satisfaction of the Obligations, and any other indebtedness, obligations and liabilities of whatsoever kind and nature of the Grantors (whether arising before or after the filing of a petition in bankruptcy), whether direct or indirect, absolute or contingent, due or to become due, and whether now existing or hereafter arising and howsoever held, evidenced or acquired, and whether several, joint or joint and several, and any and all expenses and charges, legal or otherwise, suffered or incurred by the Lender in collecting or enforcing any of such indebtedness, obligations or liabilities or in realizing on or protecting or preserving any security therefor, including, without limitation, the lien and security interest granted hereby (collectively, the "**Secured Obligations**"), each Grantor hereby grants to the Lender, for the benefit of the Secured Parties, a continuing first priority and perfected security interest in all of the following property of such Grantor (collectively, the "**Pledged Collateral**"), whether now owned or existing or hereafter acquired:

(a) Trademarks, service marks, assumed or fictitious trade names, trade dress, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof and all applications in connection therewith, including, without limitation, those listed on **Exhibit A** attached hereto, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing, (iii) the right to sue for past, present and

future infringements of any of the foregoing and (iv) the goodwill of such Grantor's business symbolized by the foregoing and connected therewith (all of the foregoing in this subsection (a) are collectively referred to as the "**Trademarks**");

(b) Copyrights, including, without limitation, those listed on **Exhibit B** attached hereto, whether or not the underlying works of authorship have been published, all registrations and recordings thereof and all applications in connection therewith, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and (iii) the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing in this subsection (b) are collectively referred to as the "**Copyrights**");

(c) Patents and patent applications, including, without limitation, the patents listed on **Exhibit C** attached hereto; and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and (iii) the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing in this subsection (c) are collectively referred to as the "**Patents**"); and

(d) Rights under and interests in all trademark license agreements, service mark license agreements (together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements) copyright license agreements and patent license agreements with any other party, including, without limitation, those listed on **Exhibit D** attached hereto, whether such Grantor is a licensee or licensor under any such license agreement, but excluding any license agreement if (and solely to the extent and for so long as) such license agreement expressly prohibits such Grantor from granting any Lien thereon (all of the foregoing in this subsection (d) are collectively referred to as the "**Licenses**").

**2. Representations and Warranties.** Each Grantor, jointly and severally, represents and warrants to the Lender that:

(a) None of the Pledged Collateral has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Pledged Collateral been cancelled in whole or in part and each such Trademark, Copyright, Patent and License is presently subsisting;

(b) Such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Pledged Collateral that is owned by such Grantor, free and clear of any Liens (other than Permitted Liens that may have superior priority under the Credit Agreement), charges and encumbrances, including without limitation, shop rights and covenants by such Grantor not to sue third persons;

(c) Such Grantor has no notice of any suits or actions commenced or, to such Grantor's knowledge, threatened with reference to the Pledged Collateral; and

(d) Such Grantor has the unqualified right to execute and deliver this Agreement and perform in accordance with its terms.

**3. Restrictions on Future Agreements.** Until the Secured Obligations are paid in full and the Loan Documents have been terminated, no Grantor will, without the prior written consent of the Lender,

sell, assign or license its interest in the Pledged Collateral or enter into any other agreement with respect to the Pledged Collateral which would affect the validity or enforcement of the rights transferred to the Lender under this Agreement.

**4. New Trademarks, Copyrights, Patents and Licenses.** Each Grantor represents and warrants, jointly and severally, to the Lender that the Trademarks listed on Exhibit A, the Copyrights listed on Exhibit B, the Patents listed on Exhibit C, the Licenses list on Exhibit D constitute all of the registered Trademarks and applications thereof, registered Copyrights and applications thereof, Patents and Licenses owned by such Grantor as of the date hereof. If, before the Secured Obligations are paid in full or before the Loan Documents have been terminated, any Grantor (a) becomes aware of any existing registered Trademarks or applications thereof, registered Copyrights or applications thereof, Patents or Licenses of which such Grantor has not previously informed the Lender or (b) becomes entitled to the benefit of any Trademarks, Copyrights, Patents or Licenses which benefit is not in existence on the date hereof, then the provisions of this Agreement will automatically apply thereto and such Grantor will give to the Lender prompt written notice thereof. Each Grantor hereby authorizes the Lender to modify this Agreement by amending the Exhibits hereto to include any such registered Trademarks or applications thereof, registered Copyrights or applications thereof, Patents or Licenses and to file a duplicate original of this Agreement containing the amended Exhibits in accordance with Section 12 hereof.

**5. Term.** The term of this Agreement will extend until the Secured Obligations are paid in full and the Loan Documents have been terminated.

**6. Release of Agreement.** This Agreement is made for collateral purposes only. Upon payment in full of the Secured Obligations and termination of the Loan Documents, the Lender shall promptly execute and deliver to Grantors, at the Grantors' expense, all termination statements and other instruments as may be necessary or proper to terminate Lender's security interests created hereby and pursuant to the Loan Documents.

**7. Expenses.** All out-of-pocket expenses incurred in connection with the performance of any of the agreements set forth herein will be borne by the Grantors. All out-of-pocket fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees and expenses, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Pledged Collateral or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Collateral will be borne by and paid by the Grantors and until paid will constitute Secured Obligations provided that nothing in this paragraph shall require any Grantor to indemnify Lender, the other Secured Parties or any of their respective successors, assigns, agents and employees (each such Person being called an "Indemnitee") for any liabilities, damages, penalties, fees, costs, and expenses (together with any related expenses, "Losses") to the extent that such Losses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

**8. Duties of Grantors.** Each Grantor will (a) diligently file and prosecute all pending applications relating to the Pledged Collateral, (b) preserve and maintain all rights in the Pledged Collateral and (c) ensure that the Pledged Collateral is and remains enforceable; provided, however, that no Grantor will be required to preserve and maintain any Trademarks or Licenses that such Grantor no longer finds useful in the conduct of its business in its reasonable business judgment and no Grantor will be required to preserve and maintain any Patent that Lender shall determine is not material to the conduct of such Grantor's business.

9. **Lender's Right to Sue.** After the occurrence of an Event of Default and during the continuance thereof, the Lender will have the right, but will in no way be obligated, to bring suit in its own name on behalf of any Grantor to enforce the Pledged Collateral and, if the Lender commences any such suit, each Grantor will, at the request of the Lender, do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement and the Grantors will promptly, upon demand, reimburse and indemnify the Lender for all documented costs and expenses incurred in the exercise of its rights under this Section 9, including, without limitation, reasonable attorney's fees and expenses.

10. **Waivers.** No course of dealing between any Grantor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Loan Documents will operate as a waiver thereof; nor will any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. **Modification.** No amendment, modification, termination, discharge or waiver of any provision of this Agreement or consent to any departure by any Grantor therefrom, shall in any event be effective, except as specifically provided in Section 4 hereof, unless the same shall be in writing and signed by the Lender, and then such waiver or consent shall be effective only for the specific purpose for which given.

12. **Cumulative Remedies; Power of Attorney; Effect on Loan Documents.** All of the Lender's rights and remedies with respect to the Pledged Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law, will be cumulative and may be exercised singularly or concurrently. Each Grantor hereby irrevocably designates, constitutes and appoints the Lender (and authorizes the Lender to make, constitute and appoint any officer or agent of the Lender as the Lender may select in its sole discretion) as such Grantor's true and lawful attorney-in-fact with power, upon the occurrence and during the continuance of an Event of Default, and subject to any applicable limitations or restrictions on such Grantor's rights in the Pledged Collateral to: (a) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Lender in the use of the Pledged Collateral; (b) take any other actions with respect to the Pledged Collateral as the Lender deems to be in its best interests; (c) grant or issue any exclusive or non-exclusive license under the Pledged Collateral to anyone on commercially reasonable terms; or (d) assign, pledge, convey or otherwise transfer title in or dispose of any Pledged Collateral to anyone on commercially reasonable terms. Each Grantor hereby ratifies all that such attorney will lawfully do or cause to be done by virtue hereof. This power of attorney will be irrevocable until the Secured Obligations have been paid in full and the Loan Documents have been terminated. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. The Lender will have, in addition to all other rights and remedies given it by the terms of this Agreement and the Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, from time to time. EACH GRANTOR HEREBY AUTHORIZES THE LENDER TO FILE THIS AGREEMENT, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS HERETO OR AMENDED AND RESTATED VERSIONS HEREOF, WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE AND THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE.

13. **Binding Effect; Benefits.** This Agreement will become effective upon execution by the Grantors and the Lender. If this Agreement is not dated or contains any blanks when executed by the Grantors, the Lender is hereby authorized, without notice to any Grantor, to date this Agreement as of the date when it was executed by the Grantors, and to complete any such blanks according to the terms upon which this Agreement is executed. This Agreement will be binding upon the each of the Grantors and their

respective successors and assigns, and will inure to the benefit of the Lender, its successors, nominees and assigns.

**14. Enforceability.** Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, unenforceable or invalid under any jurisdiction, such provision will as to such jurisdiction, be severable and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

**15. Survival.** All covenants, agreements, representations and warranties made by the Grantors herein will, notwithstanding any investigation by the Lender, be deemed material and relied upon by the Lender and shall survive the making and execution of this Agreement and the other Loan Documents and the issuance of the Notes, and shall be deemed to be continuing representations and warranties until such time as the Grantors have fulfilled all of the Secured Obligations to the Lender have been paid in full. The Lender, in extending financial accommodations to the Borrower, is expressly acting and relying on the aforesaid representations and warranties.

**16. Governing Law.** THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

**17. WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE OR OTHER AGENT (INCLUDING ANY ATTORNEY) OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

**18. LITIGATION.** EACH GRANTOR HEREBY IRREVOCABLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT, AND IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE

JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY ANY GRANTOR AGAINST THE LENDER OR ANY AFFILIATE OF THE LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN NEW YORK, NEW YORK.

19. **Headings.** The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

20. **Further Assurances.** Each Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Lender will reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein.

21. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, and delivered in PDF or other electronic format, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.


[Signature page follows]



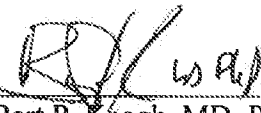
IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Security Agreement as of the date first above written.

**GRANTORS:**

RADIA INC., P.S., a Washington professional service corporation

By:   
Name: Bart P. Keogh, MD, PhD  
Title: Chief Executive Officer

RADIA IMAGING CENTER HOLDINGS, LLC, a Delaware limited liability company

By:   
Name: Bart P. Keogh, MD, PhD  
Title: Manager

**EXHIBIT A**  
**TRADEMARKS**

<u>TRADEMARK</u>	<u>OWNER</u>	<u>U.S.</u> <u>REGISTRATION</u> <u>NUMBER/ SERIAL</u>	<u>REGISTRATION DATE</u>
Radia	Radia, Inc. P.S.	2296562	11/30/99
TeleRadia	Radia, Inc. P.S.	3064303	2/28/06

**EXHIBIT B**  
**COPYRIGHTS**

RadiaWorks software.

**EXHIBIT C**  
**PATENTS**

None.

**EXHIBIT D**  
**LICENSES**

None.