

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671883

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Akumin Inc.		09/01/2021	Corporation: CANADA
Akumin Florida Holdings, LLC		09/01/2021	Limited Liability Company: FLORIDA
Akumin Imaging Texas, LLC		09/01/2021	Limited Liability Company: TEXAS
Alliance Oncology, LLC		09/01/2021	Limited Liability Company: DELAWARE
Alliance Healthcare Services, Inc.		09/01/2021	Corporation: DELAWARE
Three Rivers Holdings, LLC		09/01/2021	Limited Liability Company: DELAWARE
USR Holdings, LLC	FORMERLY Neospine, LLC	09/01/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	UMB Bank, National Association, as Notes Collateral Agent
Street Address:	Attn: Corporate Trust
Internal Address:	100 William Street, Suite 1850
City:	New York
State/Country:	NEW YORK
Postal Code:	10038
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	5321770	AKUMIN
Registration Number:	2930358	RRC
Registration Number:	5378102	
Registration Number:	2991273	ROSE RADIOLOGY CENTERS, INC.
Registration Number:	6247496	BRINGING IMAGING CLOSER
Registration Number:	3866646	SOUTHWEST X RAY
Registration Number:	4706743	SOUTHWEST I.T. SOLUTIONS
Registration Number:	4858604	SOUTHWEST X RAY AFFORDABLE ADVANCED TECH

OP \$715.00 5321770

Property Type	Number	Word Mark
Registration Number:	3932868	
Registration Number:	4405990	SOUTHWEST X RAY
Registration Number:	4613891	SOUTHWEST X-RAY
Registration Number:	3643437	ALLIANCE ONCOLOGY
Registration Number:	5023114	ALLIANCE ONCOLOGY
Registration Number:	3560125	ALLIANCE IMAGING
Registration Number:	5171632	ALLIANCE HEALTHCARE SERVICES
Registration Number:	3747661	ALLIANCE HEALTHCARE SERVICES
Registration Number:	4933193	ALLIANCE HEALTHCARE RADIOLOGY
Registration Number:	5099734	DIAGNOSTIC HEALTH ALASKA
Registration Number:	4933225	ALLIANCE RAD360
Registration Number:	5325173	ALLIANCE INTERVENTIONAL
Registration Number:	5325175	ALLIANCE INTERVENTIONAL
Registration Number:	5069143	RAD360
Registration Number:	5069145	RAD360
Registration Number:	3827685	REVOLUTIONIZING TREATMENT. RESTORING HOP
Registration Number:	3082132	THE NATURAL-FIT
Registration Number:	3076257	O OUT-FRONT
Registration Number:	4174273	US RADIOSURGERY
Registration Number:	5523583	AMETHYST RECOVERY CENTER

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: james.murray@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	09/01/2021

Total Attachments: 10

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK SECURITY AGREEMENT, dated as of September 1, 2021, by Akumin Inc., Akumin Florida Holdings, LLC, Akumin Imaging Texas, LLC, Alliance Oncology, LLC, Alliance Healthcare Services, Inc., Three Rivers Holdings, LLC and USR Holdings, LLC (each a “Grantor” and collectively, the “Grantors”), in favor of UMB Bank, National Association, in its capacity as Notes Collateral Agent pursuant to the Indenture (in such capacity, the “Notes Collateral Agent”).

W I T N E S S E T H:

WHEREAS, each Grantor is party to that certain U.S. Pledge and Security Agreement, dated as of September 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), in favor of the Notes Collateral Agent pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Notes Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, each Grantor hereby agrees with the Notes 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. To secure the Notes Obligations, each Grantor hereby grants to the Notes Collateral Agent, for the benefit of the Secured Parties, a Lien on and continuing security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (collectively, the “Applicable Collateral”):

- (a) Trademarks of such Grantor, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademarks 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 Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Termination. Upon the release of the Lien provided for in the Pledge and Security Agreement (as set forth in the Pledge and Security Agreement and/or the Indenture, as the case may be) with respect to all or any portion of the Applicable Collateral (including in connection with the Disposition thereof), the Notes Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in all or such portion of the Applicable Collateral under this Trademark Security Agreement, without recourse, representation or warranty by the Notes Collateral Agent.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

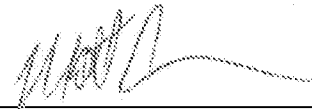
SECTION 6. Concerning the Notes Collateral Agent. UMB Bank, National Association is entering into this Trademark Security Agreement solely in its capacity as Notes Collateral Agent under the Indenture and not in its individual or corporate capacity. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges and immunities set forth in the Indenture and the other Notes Documents as though fully set forth herein.

[Signature Page Follows]

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

Very truly yours,

AKUMIN INC.
AKUMIN FLORIDA HOLDINGS, LLC
AKUMIN IMAGING TEXAS, LLC
each as a Grantor

By: 
Name: Matthew Cameron
Title: Senior Vice President and
General Counsel

ALLIANCE ONCOLOGY, LLC
ALLIANCE HEALTHCARE SERVICES,
INC.
THREE RIVERS HOLDINGS, LLC
USR HOLDINGS, LLC, (f/k/a Neospine,
LLC)
each as a Grantor

By: _____
Name:
Title:

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

Very truly yours,

AKUMIN INC.
AKUMIN FLORIDA HOLDINGS, LLC
AKUMIN IMAGING TEXAS, LLC
each as a Grantor

By: _____

Name:

Title:

ALLIANCE ONCOLOGY, LLC
ALLIANCE HEALTHCARE SERVICES,
INC.
THREE RIVERS HOLDINGS, LLC
USR HOLDINGS, LLC, (f/k/a Neospine,
LLC)
each as a Grantor

By: _____

Name: Richard W. Johns

Title: Secretary

Accepted and Agreed:

UMB BANK, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By:



Name: David Massa
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007411 FRAME: 0331

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

United States Trademarks:

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
AKUMIN	87359563 03/06/2017	5321770 10/31/2017	Registered	Akumin Inc.
RRC	76575959 02/18/2004	2930358 03/08/2005	Registered	Akumin Florida Holdings, LLC
DESIGN ONLY	87466029 05/26/2017	5378102 01/16/2018	Registered	Akumin Inc.
ROSE RADIOLOGY CENTERS, INC.	76575966 02/18/2004	2991273 09/06/2005	Registered	Akumin Florida Holdings, LLC
BRINGING IMAGING CLOSER	88878675 04/20/2020	6247496 01/12/2021	Registered	Akumin Inc.
SOUTHWEST X RAY (design)	77871694 11/12/2009	3866646 10/26/2010	Registered	Akumin Imaging Texas, LLC
SOUTHWEST I.T. SOLUTIONS (design)	88208740 03/02/2014	4706743 03/24/2015	Registered	Akumin Imaging Texas, LLC
SOUTHWEST X RAY AFFORDABLE ADVANCED TECHNOLOGY (design)	86592887 04/09/2015	4858604 11/24/2015	Registered	Akumin Imaging Texas, LLC
DESIGN ONLY	85054358 06/03/2010	3932868 03/15/2011	Registered	Akumin Imaging Texas, LLC
SOUTHWEST X RAY (DESIGN)	85799005 12/10/2012	4405990 09/24/2013	Registered	Akumin Imaging Texas, LLC
SOUTHWEST X-RAY	86224867 03/18/2014	4613891 09/30/2014	Registered	Akumin Imaging Texas, LLC
ALLIANCE ONCOLOGY	77626082 12/03/2008	3643437 06/23/2009	Registered	Alliance Oncology, LLC

Trademark/Image If any	Application Number Application Date	Registration Number Registration Date	Status	Owner
ALLIANCE ONCOLOGY	86385578 09/04/2014	5023114 08/16/2016	Registered	Alliance Oncology, LLC
ALLIANCE IMAGING	77443155 04/08/2008	3560125 01/13/2009	Registered	Alliance Healthcare Services, Inc.
ALLIANCE HEALTHCARE SERVICES	87185992 09/28/2016	5171632 03/28/2017	Registered	Alliance Healthcare Services, Inc.
ALLIANCE HEALTHCARE SERVICES	77626076 12/03/2008	3747661 02/09/2010	Registered	Alliance Healthcare Services, Inc.
ALLIANCE HEALTHCARE RADIOLOGY	86338047 07/15/2014	4933193 04/05/2016	Registered	Alliance Healthcare Services, Inc.
DIAGNOSTIC HEALTH ALASKA	87005137 04/18/2016	5099734 12/13/2016	Registered	Alliance Healthcare Services, Inc.
ALLIANCE RAD360	86350436 07/28/2014	4933225 04/05/2016	Registered	Alliance Healthcare Services, Inc.
ALLIANCE INTERVENTIONAL	87134059 08/10/2016	5325173 10/31/2017	Registered	Alliance Healthcare Services, Inc.
ALLIANCE INTERVENTIONAL	87134123 08/10/2016	5325175 10/31/2017	Registered	Alliance Healthcare Services, Inc.
RAD360	86350187 07/28/2014	5069143 10/25/2016	Registered	Alliance Healthcare Services, Inc.
RAD360 (design)	86350341 07/28/2014	5069145 10/25/2016	Registered	Alliance Healthcare Services, Inc.
REVOLUTIONIZING TREATMENT. RESTORING HOPE. IMPROVING LIVES.	77898877 12/22/2009	3827685 08/03/2010	Registered	Alliance Healthcare Services, Inc.
THE NATURAL-FIT	78573072 02/23/2005	3082132 04/18/2006	Registered	Three Rivers Holdings, LLC
O OUT-FRONT (design)	78574605 02/24/2005	3076257 04/04/2006	Registered	Three Rivers Holdings, LLC
US RADIOSURGERY	85388961 08/03/2011	4174273 07/17/2012	Registered	USR Holdings, LLC

Trademark/Image If any	Application Number Application Date	Registration Number Registration Date	Status	Owner
AMETHYST RECOVERY CENTER	87711023 12/06/2017	5523583 07/24/2018	Registered	USR Holdings, LLC