

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672066

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
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		09/01/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BBVA USA
Street Address:	701 32nd Street South
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35233
Entity Type:	Banking Corporation: ALABAMA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
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

TRADEMARK

Property Type	Number	Word Mark
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: Michael.Violet@wolterskluwer.com, ECarrera@cahill.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:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	09/02/2021

Total Attachments: 7
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Alliance Oncology, LLC
- 2. Alliance Healthcare Services, Inc.
- 3. Three Rivers Holdings, LLC
- 4. USR Holdings, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. LLC-DE; 2. Corp.-DE; 3. LLC-DE; 4. LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 1, 2021

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BBVA USA

Street Address: 701 32nd Street South

City: Birmingham

State: AL

Country: USA Zip: 35233

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Banking Corporation Citizenship USA-AL

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule I

B. Trademark Registration No.(s)
See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

September 2, 2021
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document.

7

Documents to be recorded (including cover sheet) should be faxed to (571) 373-3148, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK SECURITY AGREEMENT, dated as of September 1, 2021, by 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 BBVA USA, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “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 November 2, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), in favor of the Collateral Agent, pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees 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. To secure the Obligations, each Grantor hereby grants to the 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 the Grantors (collectively, the “Applicable Collateral”):

- (a) Trademarks of such Grantors, 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 Collateral Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the 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 Credit Agreement, as the case may be) with respect to all or any portion of the Applicable Collateral (including in connection with the Disposition thereof), the Collateral Agent shall execute, acknowledge, and deliver to the Grantors 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 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.

[Signature Page Follows]

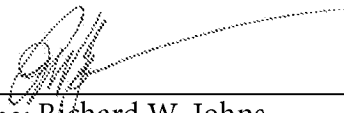
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ALLIANCE ONCOLOGY, LLC
ALLIANCE HEALTHCARE
SERVICES, INC.
THREE RIVERS HOLDINGS, LLC
USR HOLDINGS, LLC

each as a Grantor


By:



Name: Richard W. Johns
Title: Secretary

Accepted and Agreed:

BBVA USA,
as Collateral Agent

By: 
Name: GUSTAVO PENA GUZMAN
Title: Vice President

[Signature Page to U.S. Trademark Security Agreement]

TRADEMARK
REEL: 007411 FRAME: 0824

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
ALLIANCE ONCOLOGY	77626082 12/03/2008	3643437 06/23/2009	Registered	Alliance Oncology, LLC
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.

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