

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM676133

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association, as Collateral Agent		09/01/2021	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Alliance HealthCare Services, Inc.		
Street Address:	18201 Von Karman Ave., #600		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	Corporation: DELAWARE		
Name:	Alliance Oncology, LLC		
Street Address:	18201 Von Karman Ave., #600		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	USR Holdings, LLC		
Street Address:	18201 Von Karman Ave., #600		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3747661	ALLIANCE HEALTHCARE SERVICES	
Registration Number:	3560125	ALLIANCE IMAGING	
Registration Number:	4933193	ALLIANCE HEALTHCARE RADIOLOGY	
Registration Number:	4933225	ALLIANCE RAD360	
Registration Number:	5069143	RAD360	
Registration Number:	5069145	RAD360	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5099734	DIAGNOSTIC HEALTH ALASKA
Registration Number:	5171632	ALLIANCE HEALTHCARE SERVICES
Registration Number:	5023114	ALLIANCE ONCOLOGY
Registration Number:	3643437	ALLIANCE ONCOLOGY
Registration Number:	4174273	US RADIOSURGERY
Registration Number:	3827685	REVOLUTIONIZING TREATMENT. RESTORING HOP
Registration Number:	5325173	ALLIANCE INTERVENTIONAL
Registration Number:	5325175	ALLIANCE INTERVENTIONAL
Registration Number:	5315501	THE PAIN CENTER

CORRESPONDENCE DATA

Fax Number: 3129847700

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: 312-372-2000

Email: ipdocketmwe@mwe.com, jmikulina@mwe.com,
kdelcoure@mwe.com, ipdocketchicago@mwe.com

Correspondent Name: Jennifer M. Mikulina

Address Line 1: McDermott Will & Emery LLP

Address Line 2: 444 West Lake Street, Suite 4000

Address Line 4: Chicago, ILLINOIS 60606-0029

ATTORNEY DOCKET NUMBER:	107852-0024
NAME OF SUBMITTER:	Jennifer M. Mikulina
SIGNATURE:	/Jennifer M. Mikulina/
DATE SIGNED:	09/23/2021

Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

TERMINATION AND RELEASE dated as of September 1, 2021 (this "Termination and Release"), from Wilmington Trust, National Association, as Collateral Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Alliance HealthCare Services, Inc., a Delaware corporation, Alliance Oncology, LLC, a Delaware limited liability company, and USR Holdings, LLC, a Delaware limited liability company ("Grantors") each with its principal place of business located at 18201 Von Karman Ave. #600, Irvine, California 92612.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Security Agreement, dated as of October 24, 2017, made by the Grantors and the other grantors party thereto in favor of the Agent (the "Security Agreement"), a security interest was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to the Security Agreement and that certain Grant of Security Interest in United States Trademarks, dated as of October 24, 2017, among the Agent and Grantors (the "Trademark Security Agreement"), the Grantors granted a security interest to the Agent specifically in the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on November 14, 2017, at Reel 006205 and Frame 0428; and

WHEREAS, the Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement and the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Marks including, without limitation, (i) those Marks listed on Schedule A hereto, (ii) all Proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action for infringement of any of the Marks or unfair competition regarding the same. The term "Marks" shall have the meaning provided by reference to the Trademark Security Agreement.

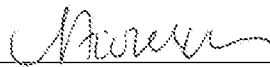
2. Release of Security Interest. The Agent hereby (in each case, without recourse, representation or warranty of any kind whatsoever) terminates, releases and discharges its

security interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees, at the sole expense of the Grantors, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably requested by the Grantors to effect the release of the security interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

Wilmington Trust, National Association, As
Collateral Agent

By: 
Name: Nicole Kroll
Title: Assistant Vice President

[Trademark Release]

TRADEMARK
REEL: 007428 FRAME: 0956

SCHEDULE A

(i) U.S. Federal Trademark Registrations

Owner	Mark	Registration Date	Registration Number
Alliance HealthCare Service, Inc.	ALLIANCE HEALTHCARE SERVICES	2/9/2010	3,747,661
Alliance HealthCare Service, Inc.	ALLIANCE IMAGING	1/13/2009	3,560,125
Alliance HealthCare Service, Inc.	ALLIANCE HEALTHCARE RADIOLOGY	4/5/2016	4,933,193
Alliance HealthCare Service, Inc.	ALLIANCE RAD360	4/5/2016	4,933,225
Alliance HealthCare Service, Inc.	RAD360	10/25/2016	5,069,143
Alliance HealthCare Service, Inc.	RAD360 & Design	10/25/2016	5,069,145
Alliance HealthCare Service, Inc.	DIAGNOSTIC HEALTH ALASKA & Design	12/13/2016	5,099,734
Alliance HealthCare Service, Inc.	ALLIANCE HEALTHCARE SERVICES & Design	3/28/2017	5,171,632
Alliance Oncology, LLC	ALLIANCE ONCOLOGY	8/16/2016	5,023,114
Alliance Oncology, LLC	ALLIANCE ONCOLOGY	6/23/2009	3,643,437
USR Holdings, LLC	US RADIOSURGERY & Design	7/17/2012	4,174,273
Alliance HealthCare Services, Inc.	REVOLUTIONIZING TREATMENT. RESTORING HOPE. IMPROVING LIVES.	8/3/2010	3,827,685

(ii) U.S. Trademark Applications

Owner	Mark	Filing Date	Serial/Application Number
Alliance HealthCare Services, Inc.	ALLIANCE INTERVENTIONAL	8/1/0/2016	87/134059
Alliance HealthCare Services, Inc.	ALLIANCE INTERVENTIONAL & Design	8/10/2016	87/134123
Alliance HealthCare Services, Inc.	THE PAIN CENTER & Design	3/2/2017	87/356787