

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM722666

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Circle Cardiovascular Imaging, Inc.		04/20/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Computershare Trust Company, N.A.		
Street Address:	9062 Old Annapolis Road		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21045		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90158043	SYMPHONY ACADEMY C	
Serial Number:	88848543	STROKESENS	
Serial Number:	87451022	CORSTEM	
Serial Number:	87450351	CORSTEM	
Serial Number:	85484485	CVI 42	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2128192511		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Kate Andes/ White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1511779-0012-CM65		
NAME OF SUBMITTER:	Kate Andes		
SIGNATURE:	/Kate Andes/		
DATE SIGNED:	04/20/2022		

CH \$140.00 90158043

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "*Agreement*"), dated as of April 20, 2022, is entered into by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, each a "*Grantor*" and, collectively, the "*Grantors*") and **COMPUTERSHARE TRUST COMPANY, N.A.** (the "*Assignee*"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of the date hereof, by and among the Assignee, **PROJECT CIRCLE INTERMEDIATE, INC.**, a corporation organized under the laws of Alberta ("*Holdings*"), **PROJECT CIRCLE BUYERCO, INC.**, a corporation organized under the laws of Alberta ("*Amalgamation Sub*" or the "*Initial Borrower*"), which upon effectiveness of the Circle CVI Amalgamation will be amalgamated with and into **CIRCLE CARDIOVASCULAR IMAGING INC.**, a corporation organized under the laws of Alberta (the "*Company*"), to form **CIRCLE CARDIOVASCULAR IMAGING INC.**, a corporation organized under the laws of Alberta ("*Circle CVI Amalco*" and, together with the Initial Borrower, the "*Interim Borrower*"), which will in turn, upon effectiveness of the Circle NVI Amalgamation, be amalgamated with and into **CIRCLE NEUROVASCULAR IMAGING INC.**, a corporation organized under the laws of Alberta ("*Circle NVT*"), to form **CIRCLE CARDIOVASCULAR IMAGING INC.**, a corporation organized under the laws of Alberta ("*Amalco*" and, together with the Interim Borrower, the "*Borrower*"), and the other parties thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Guarantee and Collateral Agreement*"), and pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Holdings, the Initial Borrower, Circle CVI Amalco, Amalco, Assignee and the Lenders party thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Credit Agreement*").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means all of the following included in the Collateral: (i)(x) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, logos, Internet domain names and other source or business identifiers, now existing or hereafter adopted or acquired and (y) all registrations and recordings thereof and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto,

(ii) the right to obtain all renewals thereof and (iii) all goodwill associated with or symbolized by any of the foregoing.

(b) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Guarantee and Collateral Agreement and amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, solely to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor that is Collateral or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably requested by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark that is Collateral to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Recordation.

Grantor authorizes and requests the Commissioner for Trademarks and any other government officials to record and register this Agreement.

4. Administrative Agent.

The Administrative Agent shall act hereunder only in accordance with the terms and conditions of the Credit Agreement which shall be deemed to be incorporated by reference herein. Any and all actions the Administrative Agent takes or omits to take hereunder shall be covered by the indemnity provisions of the Credit Agreement. In the case of a conflict between this Agreement, and the Credit Agreement, the Credit Agreement shall govern the rights and obligations of the Administrative Agent. It is understood that any reference to the Administrative Agent taking any action, making any determinations, requests, directions, consents or elections, deeming any action or document reasonable, appropriate, necessary, appropriate or satisfactory, exercising discretion, or exercising any rights or duties under this Agreement shall be pursuant to written direction from the Required Lenders.

5. Applicable Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE.

6. Counterparts.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall be valid, binding, and enforceable against a party only

when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the UCC (collectively, "Signature Law"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall be valid, binding and enforceable and shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writing.

7. Successors and Assigns.

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

**CIRCLE CARDIOVASCULAR IMAGING
INC.**

By: *Greg Ogrodnick*
Name: Greg Ogrodnick
Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

**COMPUTERSHARE TRUST COMPANY,
N.A.**

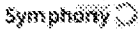

By: 
Name: Michael Pinzon
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007697 FRAME: 0730**

Schedule A to TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

MARK	Country	Serial No./ Filing Date	Registration No./ Registration Date	Expiry	Status	Owner
SYMPHONY ACADEMY C and design 	USA	90158043 03-SEP-2020	6541098 26-OCT-2021	26-Oct-2031	Registered	Circle Cardiovascular Imaging, Inc.
STROKESENS	USA	88848543 26-MAR-2020	6449808 10-AUG-2021	10-Aug-2031	Registered	Circle Cardiovascular Imaging, Inc.
CORSTEM and design 	USA	87451022 16-MAY-2017	5462267 08-MAY-2018	8-May-2028	Registered	Circle Cardiovascular Imaging, Inc.
CORSTEM	USA	87450351 15-MAY-2017	5462264 08-MAY-2018	8-May-2028	Registered	Circle Cardiovascular Imaging, Inc.
CVI 42	USA	85484485 01-DEC-2011	4697898 10-MAR-2015	10-Mar-2025	Registered	Circle Cardiovascular Imaging, Inc.

U.S. Trademark Applications

None