

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727251

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intelligent Medical Objects, Inc.		05/11/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 West Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	6514118	IMO PRECISION NORMALIZE	
Registration Number:	6076397	IMO PRECISION ACUTE CONDITION SETS	
Registration Number:	6076396	IMO PRECISION BEHAVIORAL HEALTH SETS	
Registration Number:	6076395	IMO PRECISION ONCOLOGY SETS	
Registration Number:	6076393	IMO PRECISION REPORTING SETS	
Registration Number:	6076392	IMO PRECISION PERIOP SETS	
Registration Number:	6076391	IMO PRECISION CHRONIC CONDITION SETS	
Registration Number:	6076198	IMO PRECISION SETS	
Registration Number:	6222767	IMO CORE PROCEDURE	
Registration Number:	6222766	IMO CORE PERIOP	
Registration Number:	6222765	IMO CORE	
Registration Number:	6435297	IMO CORE ESMART APP	
Registration Number:	4955381	IHEALTH SEARCH	
Registration Number:	5091733	IPL	
Registration Number:	4593802	IMO ANYWHERE	
Registration Number:	4310654	IMO	
Registration Number:	4310653	IMO	
Registration Number:	5133947	DX TX RX HX	

CH \$590.00 6514118

Property Type	Number	Word Mark
Registration Number:	3142888	INTELLIGENT MEDICAL OBJECTS
Registration Number:	2453920	IMO
Registration Number:	2530169	PIRX
Registration Number:	2845067	INTELLIGENT MEDICAL OBJECTS
Serial Number:	88407069	IMO PRECISION PATIENT VIEWER

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 312.862.2208

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson

Address Line 1: 300 North LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	36772-292
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/Rob Soneson/
DATE SIGNED:	05/11/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT, dated as of May 11, 2022 (this “**Agreement**”), between INTELLIGENT MEDICAL OBJECTS, INC., a Delaware corporation (the “**Grantor**”), and ALTER DOMUS (US) LLC, as administrative agent and collateral agent (in such capacities, the “**Agent**”).

Reference is made to (a) that certain Pledge and Security Agreement, dated as of May 11, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among Iconic IMO Buyer, Inc., a Delaware limited liability company (“**Holdings**”), Iconic IMO Merger Sub, Inc., a Delaware corporation (“**Merger Sub**” and, at any time prior to the consummation of the Acquisition, the “**Borrower**”), IMO Investor Holdings, Inc., a Delaware corporation (the “**Company**” and, upon and at any time after the consummation of the Acquisition, the “**Borrower**”), the Subsidiaries of the Borrower from time to time party thereto, and the Agent and (b) that certain Credit Agreement, dated as of May 11, 2022 (as the same may be amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the “**Credit Agreement**”), among Holdings, Merger Sub, the Company, the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto (the “**Lenders**”) and the Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or, if not defined therein, in the Credit Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under all of the following assets and properties, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (collectively, the “**Trademark Collateral**”): (i) all of the Trademarks owned by the Grantor and constituting Collateral, including, without limitation, those listed on Schedule I hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing. Notwithstanding the foregoing, the Trademark Collateral shall not include, and the Security Interest shall not extend to, any Excluded Assets; provided, that immediately upon the ineffectiveness, lapse or termination of any restriction or condition causing or resulting in any personal property or other assets that would otherwise constitute Trademark Collateral to constitute Excluded Assets, the Trademark Collateral shall

include, and the Security Interest shall extend to, such personal property or other assets as if such restriction or condition had never been in effect.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Agreement, the Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. **CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INTELLIGENT MEDICAL OBJECTS, INC.,
as the Grantor

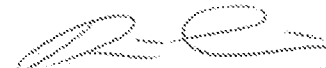
By: Kimberly Simonton

Name: Kimberly Simonton

Title: Treasurer

[Signature Page to Trademark Security Agreement]

ALTER DOMUS (US) LLC,
as Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel