

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738825

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|---|--------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MERGE HEALTHCARE INCORPORATED | | 06/30/2022 | Corporation: DELAWARE |
| MERGE HEALTHCARE SOLUTIONS INC. | | 06/30/2022 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SIXTH STREET SPECIALTY LENDING, INC. | | |
| Street Address: | 2100 MCKINNEY AVENUE | | |
| Internal Address: | SUITE 1500 | | |
| City: | DALLAS | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75201 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3563272 | EFILM WORKSTATION | |
| Registration Number: | 3975941 | ICONNECT | |
| Registration Number: | 2838749 | CADSTREAM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2129692900 | | |
| <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: | 212-969-3000 | | |
| Email: | ypan@proskauer.com | | |
| Correspondent Name: | Steven LePorin | | |
| Address Line 1: | Proskauer Rose LLP | | |
| Address Line 2: | Eleven Times Square | | |
| Address Line 4: | New York, NEW YORK 10036-8299 | | |
| ATTORNEY DOCKET NUMBER: | 74267-081 | | |
| NAME OF SUBMITTER: | Steven LePorin | | |
| SIGNATURE: | /Steven LePorin/ | | |

CH \$90.00 3563272

| | |
|---------------------|------------|
| DATE SIGNED: | 07/05/2022 |
|---------------------|------------|

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of June 30, 2022, by and among the entities listed on the signature pages hereto (the “Grantors” and each, a “Grantor”) and SIXTH STREET SPECIALTY LENDING, INC., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, each Grantor is party to that certain Pledge and Security Agreement, dated as of June 30, 2022 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor granted to the Secured Parties a security interest in certain intellectual property rights owned by such Grantor and 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 Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for itself and for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under (a) all Trademarks owned by such Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including without limitation, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

SECTION 3. 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 Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by each Grantor to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and

provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

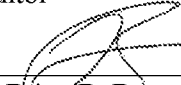
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


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IN WITNESS WHEREOF, 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.

MERGE HEALTHCARE INCORPORATED,
a Delaware corporation,
as a Grantor

By: 
Name: Brian B. Bonner
Title: Chief Financial Officer

MERGE HEALTHCARE SOLUTIONS INC.,
a Delaware corporation,
as a Grantor

By: 
Name: Brian B. Bonner
Title: Chief Financial Officer

SIXTH STREET SPECIALTY LENDING, INC.,
as Collateral Agent

By: _____

Name: Robert (Bo) Stanley

Title: President

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS:

| Loan Party | Trademark | Registration Number | Registration Date | Status |
|---------------------------------|----------------------|----------------------------|--------------------------|---------------|
| Merge Healthcare Incorporated | EFILM WORKSTATION | 3563272 | 1/20/2009 | Registered |
| Merge Healthcare Incorporated | ICONNECT | 3975941 | 6/7/2011 | Registered |
| Merge Healthcare Solutions Inc. | CADSTREAM | 2838749 | 5/4/2004 | Registered |

UNITED STATES TRADEMARK APPLICATIONS:

None.