

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766822

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Life Image Inc.		11/04/2022	Corporation: DELAWARE
PenRad Technologies, Inc.		11/04/2022	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Collateral Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6183963	PENRAD	
Registration Number:	4692453	PENLUNG	
Registration Number:	3098828	PENSCAN	
Registration Number:	6046051	RWID	
Registration Number:	6046050	RWI	
Registration Number:	5998925	REAL WORLD IMAGING DATA	
Registration Number:	5998924	REAL WORLD IMAGING	
Registration Number:	4175017	LIFEIMAGE	
Registration Number:	4615918	MAMMOSPHERE	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		

OP \$240.00 6183963

ATTORNEY DOCKET NUMBER:	1830005 TM
NAME OF SUBMITTER:	Jai Malhotra
SIGNATURE:	/Jai Malhotra/
DATE SIGNED:	11/09/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of November 4, 2022 (this “Trademark Security Agreement”), is made by PenRad Technologies, Inc., a Minnesota corporation, and Life Image Inc., a Delaware corporation (together, the “Pledgors”, and each, a “Pledgor”) in favor of Owl Rock Capital Corporation, as collateral agent for the Secured Parties (in such capacity and together with any successors in such capacity, the “Collateral Agent”) pursuant to that Amended and Restated Credit Agreement, dated as of September 17, 2021 (as amended by the Waiver and First Amendment to Amended and Restated Credit Agreement, dated as of December 13, 2021, the Second Amendment to Amended and Restated Credit Agreement, dated as of July 29, 2022, the Third Amendment to Amended and Restated Credit Agreement, dated as of September 7, 2022, and as may be further amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), by and among Intelrad Medical Systems Incorporated, a Canadian corporation (the “Parent Borrower”), Intelrad Holdings USA Ltd., a Delaware corporation, (the “U.S. Borrower” and, together with the Parent Borrower, the “Borrowers”), 11885057 Canada Inc., a Canadian corporation (“Holdings”), as Holdings and as a Guarantor, each of the other Guarantors party thereto from time to time, the Lenders party thereto from time to time, Owl Rock Capital Corporation, as administrative agent for the Lenders and as Collateral Agent for the Secured Parties and the other parties thereto from time to time.

W I T N E S S E T H:

WHEREAS, each Pledgor is party to that certain Security Agreement, dated as of February 21, 2020 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Security Agreement”), among each Pledgor, certain other subsidiaries of the Borrowers party thereto and the Collateral Agent pursuant to which each Pledgor 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 continue to make extensions of credit pursuant to the Credit Agreement, each Pledgor 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, but in each case excluding any Excluded Property (collectively, the “Trademark Collateral”):

(a) all Trademarks of each Pledgor, including, without limitation, the United States registered Trademarks and applications for United States Trademark registration in each case registered with USPTO, listed on Schedule 1 attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

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 each Pledgor 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, 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations or as otherwise provided in the Security Agreement, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to such Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. 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. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means (including as a PDF) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “execution,” “signed,” “signature,” and words of like import in any Loan Document or any agreement entered into in connection therewith shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 7. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND ALL DISPUTES BETWEEN THE PARTIES UNDER OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR THE FACTS OR CIRCUMSTANCES LEADING TO ITS EXECUTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (INCLUDING STATUTES OF LIMITATION) OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

[Remainder of this page intentionally left blank]

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

LIFE IMAGE INC.

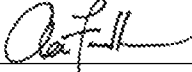
DocuSigned by:
By: Mike Lipps
DOB122EF5BF040C
Name: Michael Lipps
Title: President, Chief Executive Officer
and Secretary

PENRAD TECHNOLOGIES, INC.

DocuSigned by:
By: Mike Lipps
DOB122EF5BF040C...
Name: Michael Lipps
Title: President, Chief Executive Officer
and Secretary

Accepted and Agreed:

OWL ROCK CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Adam Forchheimer
Title: Authorized Signatory

(Signature Page to Trademark Security Agreement)

TRADEMARK
REEL: 007888 FRAME: 0020

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

PenRad Trademarks

Mark	Serial No.	Filing Date	Registration No.	Registration Date
PenRad	88824939	3/6/2020	6183963	October 27, 2020
PenLung	86342997	7/21/2014	4692453	February 24, 2015
PENSCAN	78282900	8/4/2003	3098828	May 30, 2006

Life Image Trademarks.

Mark	Serial No.	Filing Date	Registration No.	Registration Date
RWID	88594385	8/27/2019	6046051	5/5/2020
RWI	88594345	8/27/2019	6046050	5/5/2020
REAL WORLD IMAGING DATA	88594366	8/27/2019	5998925	2/25/2020
REAL WORLD IMAGING	88593973	8/27/2019	5998924	2/25/2020
LIFEIMAGE	85474237	11/16/2011	4175017	7/17/2012
MAMMOSPHERE	85924557	5/6/2013	4615918	10/7/2014