

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI42703

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AKUMIN FLORIDA HOLDINGS, LLC		02/06/2024	Limited Liability Company: FLORIDA
AKUMIN INC.		02/06/2024	Corporation: DELAWARE
ALLIANCE ONCOLOGY, LLC		02/06/2024	Limited Liability Company: DELAWARE
THREE RIVERS HOLDING, LLC		02/06/2024	Limited Liability Company: DELAWARE
AKUMIN IMAGING TEXAS, LLC		02/06/2024	Limited Liability Company: DELAWARE
ALLIANCE HEALTHCARE SERVICES, INC.		02/06/2024	Corporation: DELAWARE
USR HOLDINGS, LLC		02/06/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	UMB Bank, National Association, as Notes Collateral Agent		
Street Address:	100 William Street, Suite 1850		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10038		
Entity Type:	National Banking Association: NOT PROVIDED		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	2991273	ROSE RADIOLOGY CENTERS, INC.	
Registration Number:	2930358	RRC	
Registration Number:	5378102		
Registration Number:	5321770	AKUMIN	
Registration Number:	3643437	ALLIANCE ONCOLOGY	
Registration Number:	3082132	THE NATURAL-FIT	
Registration Number:	3076257	O OUT-FRONT	
Registration Number:	4405990	SOUTHWEST X RAY	
Registration Number:	3866646	SOUTHWEST X RAY	

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Property Type	Number	Word Mark
Registration Number:	4613891	SOUTHWEST X-RAY
Registration Number:	4858604	SOUTHWEST X RAY AFFORDABLE ADVANCED TECHNOLOGY
Registration Number:	3747661	ALLIANCE HEALTHCARE SERVICES
Registration Number:	3827685	REVOLUTIONIZING TREATMENT. RESTORING HOPE. IMPROVING LIVES.
Registration Number:	5325173	ALLIANCE INTERVENTIONAL
Registration Number:	3560125	ALLIANCE IMAGING
Registration Number:	4933193	ALLIANCE HEALTHCARE RADIOLOGY
Registration Number:	5099734	DIAGNOSTIC HEALTH ALASKA
Registration Number:	5325175	ALLIANCE INTERVENTIONAL
Registration Number:	5171632	ALLIANCE HEALTHCARE SERVICES
Registration Number:	5523583	AMETHYST RECOVERY CENTER
Registration Number:	6247496	BRINGING IMAGING CLOSER
Registration Number:	5023114	ALLIANCE ONCOLOGY

CORRESPONDENCE DATA

Fax Number: 2149813400

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: (214)981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 063840-10810 (2028 Notes)

NAME OF SUBMITTER: CHARNELLE CLARK

SIGNATURE: CHARNELLE CLARK

DATE SIGNED: 02/21/2024

Total Attachments: 6

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK SECURITY AGREEMENT, dated as of February 6, 2024, by each entity set forth on Schedule I (each, a “Grantor” and together, the “Grantors”), in favor of UMB Bank, National Association, in its capacity as Notes Collateral Agent pursuant to the Indenture (in such capacity, the “Notes Collateral Agent”).

W I T N E S S E T H:

WHEREAS, each Grantor is party to that certain U.S. Pledge and Security Agreement, dated as of February 6, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), in favor of the Notes Collateral Agent pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Notes Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, each Grantor hereby agrees with the Notes Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. To secure the Notes Obligations, each Grantor hereby grants to the Notes Collateral Agent, for the benefit of the Secured Parties, a Lien on and continuing security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (collectively, the “Applicable Collateral”):

- (a) Trademarks of such Grantor, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge and 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Termination. Upon the release of the Lien provided for in the Pledge and Security Agreement (as set forth in the Pledge and Security Agreement and/or the Indenture,

as the case may be) with respect to all or any portion of the Applicable Collateral (including in connection with the Disposition thereof), at the written request of each Grantor, the Notes Collateral Agent shall execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in all or such portion of the Applicable Collateral under this Trademark Security Agreement, without recourse, representation or warranty by the Notes Collateral Agent.

SECTION 5. 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.

SECTION 6. Concerning the Notes Collateral Agent. UMB Bank, National Association is entering into this Trademark Security Agreement solely in its capacity as Notes Collateral Agent under the Indenture and not in its individual or corporate capacity. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, limitations of liability and immunities set forth in the Indenture and the other Notes Documents as though fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, each 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.

Very truly yours,

**AKUMIN FLORIDA HOLDINGS, LLC,
AKUMIN INC.,
ALLIANCE ONCOLOGY, LLC,
THREE RIVERS HOLDING, LLC,
AKUMIN IMAGING TEXAS, LLC,
ALLIANCE HEALTHCARE
SERVICES, INC.,
USR HOLDINGS, LLC,**

each as a Grantor


By: 

Name: Riadh Zine
Title: Authorized Signatory

Accepted and Agreed:

UMB BANK, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By:





Name: Ray Haniff
Title: Vice President



[Signature Page to U.S. Trademark Security Agreement (2028 Notes)]

TRADEMARK
REEL: 008351 FRAME: 0498

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademarks and Trademark Applications:

App/Reg Date	Jurisdiction	Recorded Owner	Mark	App/Reg Number
September 6, 2005	United States	Akumin Florida Holdings, LLC	Rose Radiology Centers, Inc.	2991273
March 8, 2005	United States	Akumin Florida Holdings, LLC	RRC Design 	2930358
January 16, 2018	United States	Akumin Inc.	 Design only	5378102
October 31, 2017	United States	Akumin Inc.	AKUMIN	5321770
October 13, 2016 September 13, 2019	Canada	Akumin Inc.	AKUMIN	1804522 TMA105439 3
June 15, 2016 November 6, 2019	Canada	Akumin Inc.	 Design Mark:	1842841 TMA106218 2
June 23, 2009	United States	Alliance Oncology, LLC	ALLIANCE ONCOLOGY	3643437
April 18, 2006	United States	Three Rivers Holding, LLC	THE NATURAL FIT	3082132
April 4, 2006	United States	Three Rivers Holding, LLC	O-OUTFRONT Design	3076257
September 24, 2013	United States	Akumin Imaging Texas, LLC	SOUTHWEST XRAY Design	4405990
October 26, 2010	United States	Akumin Imaging Texas, LLC	SOUTHWEST XRAY Design	3866646
September 30, 2014	United States	Akumin Imaging Texas, LLC	SOUTHWEST XRAY	4613891
November 24, 2015	United States	Akumin Imaging Texas, LLC	SOUTHWEST XRAY Design	4858604

App/Reg Date	Jurisdiction	Recorded Owner	Mark	App/Reg Number
February 9, 2010	United States	Alliance HealthCare Services, Inc.	ALLIANCE HEALTHCARE SERVICES	3747661
August 3, 2010	United States	Alliance HealthCare Services, Inc.	REVOLUTIONIZING TREATMENT. RESTORING HOPE. IMPROVING LIVES.	3827685
October 31, 2017	United States	Alliance HealthCare Services, Inc.	ALLIANCE INTERVENTIONAL	5325173
January 13, 2009	United States	Alliance HealthCare Services, Inc.	ALLIANCE IMAGING	3560125
April 5, 2016	United States	Alliance HealthCare Services, Inc.	ALLIANCE HEALTHCARE RADIOLOGY	4933193
December 13, 2016	United States	Alliance HealthCare Services, Inc.	DIAGNOSTIC HEALTH ALASKA Design 	5099734
October 31, 2017	United States	Alliance HealthCare Services, Inc.	ALLIANCE INTERVENTIONAL Design 	5325175
March 28, 2017	United States	Alliance HealthCare Services, Inc.	ALLIANCE HEALTHCARE SERVICES Design 	5171632
July 24, 2018	United States	USR Holdings, LLC	AMETHYST RECOVERY CENTER	5523583
January 12, 2021	United States	Akumin Inc.	BRINGING IMAGING CLOSER	6247496
August 16, 2016	United States	Alliance Oncology, LLC	ALLIANCE ONCOLOGY	5023114