

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI45674

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement (First Lien)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Radiology Partners, Inc.		02/22/2024	Corporation: DELAWARE
Radiology Partners Management, LLC		02/22/2024	Limited Liability Company: DELAWARE
Virtual Radiologic Corporation		02/22/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Barclays Bank PLC, as Agent		
<b>Street Address:</b>	745 7th Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5299381	RADIOLOGY PARTNERS BEST PRACTICE IMPROVING QUALITY DELIVERING CLINICAL VALUE TRANSFORMING RADIOLOGY	
<b>Registration Number:</b>	5812235	RECOMD POWERED BY RP RADIOLOGY PARTNERS	
<b>Registration Number:</b>	3547905	VRAD	
<b>Registration Number:</b>	3704415	VRAD	
<b>Registration Number:</b>	3761714	VRAD	
<b>Registration Number:</b>	3707697		
<b>Registration Number:</b>	6104606	RADIOLOGY ALLIANCE	
<b>Registration Number:</b>	5689428	RASF RADIOLOGY ASSOCIATES OF SOUTH FLORIDA	
<b>Registration Number:</b>	5684469	JEFFERSON RADIOLOGY	
<b>Registration Number:</b>	5691816	SYNERGY RADIOLOGY ASSOCIATES	
<b>Registration Number:</b>	5812883	MVS MIAMI VASCULAR SPECIALISTS	
<b>Registration Number:</b>	6850075	RP RADIOLOGY PARTNERS	
<b>Registration Number:</b>	6910176	TRANSFORMING RADIOLOGY	
<b>CORRESPONDENCE DATA</b>			

OP \$340.00.00 87152689

**Fax Number:**

*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:** 8007130755  
**Email:** Michael.Violet@wolterskluwer.com  
**Correspondent Name:** Michael Violet  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Michael Violet
<b>SIGNATURE:</b>	Michael Violet
<b>DATE SIGNED:</b>	02/22/2024

**Total Attachments: 7**

- source=10. RadPar - Trademark Security Agreement [New Credit Agreement]#page1.tif
- source=10. RadPar - Trademark Security Agreement [New Credit Agreement]#page2.tif
- source=10. RadPar - Trademark Security Agreement [New Credit Agreement]#page3.tif
- source=10. RadPar - Trademark Security Agreement [New Credit Agreement]#page4.tif
- source=10. RadPar - Trademark Security Agreement [New Credit Agreement]#page5.tif
- source=10. RadPar - Trademark Security Agreement [New Credit Agreement]#page6.tif
- source=10. RadPar - Trademark Security Agreement [New Credit Agreement]#page7.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Radiology Partners, Inc.  
Corporation - Delaware
- 2. Radiology Partners Management, LLC  
Limited Liability Company - Delaware
- 3. Virtual Radiologic Corporation  
Corporation - Delaware

Corporation- State: \_\_\_\_\_

Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 22, 2024

- Assignment  Merger
- Security Agreement  Change of Name
- Other Security Agreement (First Lien)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Barclays Bank PLC, as Agent

Street Address: 745 7th Avenue

City: New York

State: NY

Country: US Zip: 10019

Individual(s) Citizenship \_\_\_\_\_

Association Citizenship \_\_\_\_\_

Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship \_\_\_\_\_

Other Private Limited Company - United Kingdom

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

see attached Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Radiology Partners (08380.1425 1L)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Doris Ka

Signature

February 22, 2024

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 22, 2024 (this “Agreement”), is made by each of the signatories hereto indicated as a Grantor (each, a “Grantor” and collectively, the “Grantors”) in favor of BARCLAYS BANK PLC, as the administrative agent for the Lenders (as defined in the Credit Agreement) and the other Secured Parties (as defined in the Credit Agreement) (in such capacity and together with its successors and assigns in such capacity, the “Agent”).

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of February 22, 2024 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Radiology Partners, Inc., a Delaware corporation (the “Borrower”), and other Loan Parties (as defined therein) party thereto from time to time, the Lenders (as defined therein) party thereto from time to time, and the Agent and the related Loan Documents, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein;

**WHEREAS**, to secure the Obligations under the Credit Agreement and the other Loan Documents, the Grantors entered into a Security Agreement, dated as of February 22, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrower, Radiology Partners Midco II, Inc., a Delaware corporation and each of the Subsidiaries thereof party thereto from time to time, and the Agent, pursuant to which each of the Grantors has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the Security Agreement, each Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

**SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in all of such Grantor’s right, title and interest in, to and under all of the following personal property, in each case, whether now owned or existing or hereafter acquired or arising or in which such Grantor now has or otherwise acquires any right, title or interest, whether now existing or hereafter coming into existence and regardless of where located (collectively, the “Trademark Collateral”), to secure the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, including without limitation all renewals, extensions and restructurings of any or all of the Obligations:

- (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have

appeared or appear, designs and General Intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof including, without limitation, the registrations and applications listed on Schedule A attached hereto, (ii) all reissues, extensions or renewals thereof, (iii) all goodwill associated with or symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to (i) any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law or (ii) any other Excluded Property.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

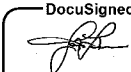
### **SECTION 5. Counterparts**

This Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. Signature pages to this Agreement delivered by electronic transmission (including by email in .pdf format) shall be as effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank]

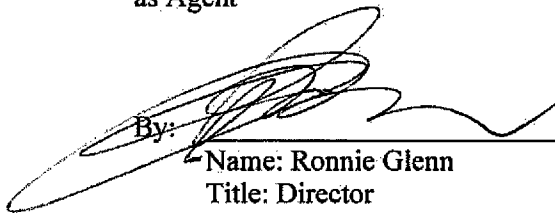
**IN WITNESS WHEREOF**, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**RADIOLOGY PARTNERS, INC.  
VIRTUAL RADIOLOGIC CORPORATION  
RADIOLOGY PARTNERS MANAGEMENT,  
LLC,  
as Grantors**

By:  DocuSigned by:  
416D6706235A474...  
Name: Jamie Larsen  
Title: Chief Financial Officer

Accepted and Agreed:

**BARCLAYS BANK PLC,**  
as Agent

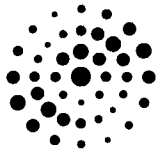


By:  \_\_\_\_\_  
Name: Ronnie Glenn  
Title: Director

[Signature Page to Trademark Security Agreement]

**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

(a) USPTO Trademarks

<u>Borrower/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Radiology Partners, Inc.	RADIOLOGY PARTNERS BEST PRACTICE IMPROVING QUALITY DELIVERING CLINICAL VALUE TRANSFORMING RADIOLOGY (Design)	October 3, 2017	Registered	5299381
Radiology Partners, Inc.	RECOMD POWERED BY RP RADIOLOGY PARTNERS (Design)	July 23, 2019	Registered	5812235
Virtual Radiologic Corporation	<b>VRAD</b>	December 16, 2008	Registered	3547905
Virtual Radiologic Corporation	<b>VRAD</b>	November 3, 2009	Registered	3704415
Virtual Radiologic Corporation	<b>VRAD</b>	March 16, 2010	Registered	3761714
Virtual Radiologic Corporation		November 10, 2009	Registered	3707697
Radiology Partners Management, LLC		July 21, 2020	Registered	6104606
Radiology Partners Management, LLC		March 5, 2019	Registered	5689428
Radiology Partners Management, LLC	<b>JEFFERSON RADIOLOGY</b>	February 26, 2019	Registered	5684469



Radiology Partners Management, LLC		March 5, 2019	Registered	5691816
Radiology Partners Management, LLC		July 23, 2019	Registered	5812883
Radiology Partners, Inc.	RP RADIOLOGY PARTNERS (Design)	September 20, 2022	Registered	6850075
Radiology Partners, Inc.	TRANSFORMING RADIOLOGY	November 29, 2022	Registered	6910176

(b) State Trademarks

None.