

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI147953

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Interests (First Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		04/04/2024	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Company Name:	Radiology Partners, Inc.		
Street Address:	2330 Utah Avenue, Suite 200		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Corporation: DELAWARE		
Company Name:	Virtual Radiologic Corporation		
Street Address:	11995 Singletree Lane, Suite 500		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	Corporation: DELAWARE		
Company Name:	Radiology Partners Management, LLC		
Street Address:	2330 Utah Avenue, Suite 200		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	87152689	RADIOLOGY PARTNERS BEST PRACTICE IMPROVING QUALITY DELIVERING CLINICAL VALUE TRANSFORMING RADIOLOGY	
Serial Number:	87875112	RECOMD POWERED BY RP RADIOLOGY PARTNERS	
Serial Number:	86641532	SMI SPECIALISTS IN MEDICAL IMAGING	
Serial Number:	88004717	POWERMOMS	
Serial Number:	88004870	RASF RADIOLOGY ASSOCIATES OF SOUTH FLORIDA	

OP \$390.00.00 87152689

Property Type	Number	Word Mark
Serial Number:	88004878	JEFFERSON RADIOLOGY
Serial Number:	88105025	SYNERGY RADIOLOGY ASSOCIATES
Serial Number:	88253346	MVS MIAMI VASCULAR SPECIALISTS
Serial Number:	86936358	SYNERGY RADIOLOGY ASSOCIATES
Serial Number:	77304887	VRAD
Serial Number:	77586406	VRAD
Serial Number:	77586096	VRAD
Serial Number:	77586981	
Serial Number:	86030310	SEE INSIDE YOUR DATA
Serial Number:	86581775	GPI

CORRESPONDENCE DATA

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

NAME OF SUBMITTER: Michael Violet

SIGNATURE: Michael Violet

DATE SIGNED: 04/05/2024

Total Attachments: 8

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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):

Barclays Bank PLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Private Limited Company
- Association
- Limited Partnership

Citizenship (see guidelines) United Kingdom

Additional names of conveying parties attached? Yes No

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

Execution Date(s) April 4, 2024

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

- Name: _____ 1. Radiology Partners, Inc.
2330 Utah Avenue, Suite 200
El Segundo, CA 90245
- Street Address: Corporation - Delaware, USA
- City: _____ 2. Virtual Radiologic Corporation
11995 Singletree Lane, Suite 500
Eden Prairie, MN 55344
- State: _____ Corporation - Delaware, USA
- Country: _____ 3. Radiology Partners Management, LLC
2330 Utah Avenue, Suite 200
El Segundo, CA 90245
- Individual(s) Limited Liability Company - Delaware, USA
- Association
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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
see attached Schedule A

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 (08380.0963 1L)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

15

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

April 5, 2024

Date

Doris Ka

Name of Person Signing

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

8

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

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of April 4, 2024 (the “Effective Date”), is made by BARCLAYS BANK PLC, in its capacity as Agent (the “Agent”), in favor of the grantor parties identified on the signature page hereto (the “Grantors”, and each, a “Grantor”).

WHEREAS, pursuant to that certain First Lien Security Agreement, dated as of July 9, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Agent, each Grantor and certain other parties thereto, each Grantor granted to the Agent, in its capacity as Agent, a lien on and security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, RADIOLOGY PARTNERS, INC. executed and delivered a First Lien Trademark Security Agreement, dated as of July 9, 2018 (the “2018 Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the 2018 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 11, 2018 at Reel/Frame 6377/0159;

WHEREAS, pursuant to the Security Agreement, VIRTUAL RADIOLOGIC CORPORATION executed and delivered a First Lien Trademark Security Agreement, dated as of March 5, 2021 (the “2021 VRC Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the 2021 VRC Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 5, 2021 at Reel/Frame 7213/0065;

WHEREAS, pursuant to the Security Agreement, RADIOLOGY PARTNERS MANAGEMENT, LLC executed and delivered a First Lien Trademark Security Agreement, dated as of April 5, 2021 (the “2021 RPM Trademark Security Agreement”, and together with the 2018 Trademark Security Agreement and the 2021 VRC Trademark Security Agreement, the “Trademark Security Agreements”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the 2021 RPM Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 6, 2021 at Reel/Frame 7245/0330;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreements, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its lien on and security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth on Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreements. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreements, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to each Grantor.

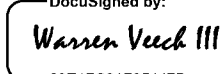
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreements.

4. Further Assurances. The Agent agrees to take all further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by each Grantor, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BARCLAYS BANK PLC, acting in its capacity as agent for the Lenders

By:  _____
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Name: Warren Veech III

Title: Vice President

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BARCLAYS BANK PLC, acting in its capacity as agent for the Lenders

By: _____

Name:

Title:

RADIOLOGY PARTNERS, INC., as a Grantor:

By:  _____
416D6706235A474...

Name: Jamie Larsen

Title: Chief Financial Officer

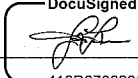
VIRTUAL RADIOLOGIC CORPORATION, as a Grantor:

By:  _____
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Name: Jamie Larsen

Title: Chief Financial Officer

RADIOLOGY PARTNERS MANAGEMENT, LLC, as a Grantor:





By:  _____
416D6706235A474...




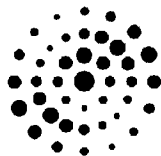
Name: Jamie Larsen

Title: Chief Financial Officer

SCHEDULE A

Trademarks:

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Radiology Partners, Inc.	RADIOLOGY PARTNERS BEST PRACTICE IMPROVING QUALITY DELIVERING CLINICAL VALUE TRANSFORMING RADIOLOGY 	87152689	08/26/2016	5299381	10/03/2017
2.	Radiology Partners, Inc.	RECOMD POWERED BY RP RADIOLOGY PARTNERS (rec MD logo)	87875112	04/12/2018		
3.	Radiology Partners, Inc.	"SMI SPECIALISTS IN MEDICAL IMAGING" 	86641532	05/26/2015	5014136	08/02/2016
4.	Radiology Partners Management, LLC	RADIOLOGY ALLIANCE and Design 	88004717	06/18/2018	6104606	07/21/2020
5.	Radiology Partners Management, LLC	RASF RADIOLOGY ASSOCIATES OF SOUTH FLORIDA and Design 	88004870	06/18/2018	5689428	03/05/2019

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
6.	Radiology Partners Management, LLC	JEFFERSON RADIOLOGY and Design 	88004878	06/18/2018	5684469	02/26/2019
7.	Radiology Partners Management, LLC	SYNERGY RADIOLOGY ASSOCIATES and Design 	88105025	09/05/2018	5691816	03/05/2019
8.	Radiology Partners Management, LLC	MVS MIAMI VASCULAR SPECIALISTS and Design 	88253346	01/08/2019	5812883	07/23/2019
9.	Radiology Partners Management, LLC	SYNERGY RADIOLOGY ASSOCIATES	86936358	03/10/2016	5072330	11/01/2016
10.	Virtual Radiologic Corporation	VRAD	77304887	10/16/2007	3547905	12/16/2008
11.	Virtual Radiologic Corporation	VRAD	77586406	10/06/2008	3704415	11/03/2009
12.	Virtual Radiologic Corporation	VRAD	77586096	10/06/2008	3761714	3/16/2010
13.	Virtual Radiologic Corporation		77586981	10/07/2008	3707697	11/10/2009
14.	Virtual Radiologic Corporation	SEE INSIDE YOUR DATA	86030310	08/06/2013	5105303	12/20/2016

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
15.	Virtual Radiologic Corporation	GPI	86581775	03/30/2015	4967363	5/31/2016