

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM681930

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Outpatient Imaging Affiliates, LLC		10/19/2021	Limited Liability Company: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Administrative Agent		
<b>Street Address:</b>	111 W. Monroe St.		
<b>Internal Address:</b>	10E		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90171082	IMAGING ELEVATED	
<b>Serial Number:</b>	88955008	CARDINAL POINTS IMAGING OF THE CAROLINAS	
<b>Serial Number:</b>	88948723	CARDINAL POINTS IMAGING OF THE CAROLINAS	
<b>Serial Number:</b>	88554983	IMAGING ELEVATED ENGAGE INSPIRE ACHIEVE	
<b>Serial Number:</b>	76197622	OIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212.940.6562		
<b>Email:</b>	joanne.arnold@katten.com		
<b>Correspondent Name:</b>	Joanne BL Arnold		
<b>Address Line 1:</b>	Katten		
<b>Address Line 2:</b>	575 Madison Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022-2585		
<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold		
<b>SIGNATURE:</b>	/Joanne BL Arnold/		
<b>DATE SIGNED:</b>	10/19/2021		

CH \$140.00 90171082

**Total Attachments: 3**

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## **GRANT OF A SECURITY INTEREST – TRADEMARKS**

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of October 19, 2021, by Outpatient Imaging Affiliates, LLC (“Grantor”), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and permitted assigns in such capacity, “Grantee”).

WHEREAS, the Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor has entered into an Pledge and Security Agreement, dated October 19, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

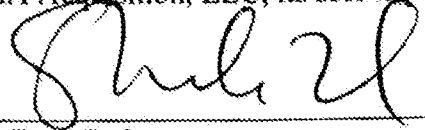
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that of any conflict between the terms of this Trademark Agreement and the Security Agreement, the terms of the Security Agreement shall control.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery

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

OUTPATIENT IMAGING AFFILIATES, LLC

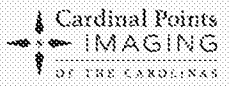

By: OIA Acquisition, LLC, its sole member

By: 

Name: Evan Farber

Title: Vice President and Secretary

**SCHEDULE A TO GRANT OF A SECURITY INTEREST**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
Imaging Elevated	90171082	9/10/2020	6353461	5/18/2021
 Cardinal Points IMAGING OF THE CAROLINAS	88955008	6/9/2020	6297029	3/16/2021
Cardinal Points Imaging of the Carolinas	88948723	6/4/2020	6297015	3/16/2021
 IMAGING ELEVATED	88554983	7/31/19	6126126	8/11/2020
<b>OIA</b>	76197622	1/22/01	2653480	11/26/02