

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Radsorce, LLC		12/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Avante Capital Partners SBIC III, L.P.		
Street Address:	11150 Santa Monica Boulevard, Suite 1470		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97852814	RADSOURCE	
Serial Number:	85838924	PROTON PACS	
CORRESPONDENCE DATA			
Fax Number:	6175025002		
<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:	617-248-5000		
Email:	PatentDocket@choate.com		
Correspondent Name:	CHOATE HALL & STEWART LLP-PATENT DOCKET		
Address Line 1:	TWO INTERNATIONAL PLACE		
Address Line 4:	BOSTON, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Brian E. Reese, PhD, JD, MBA		
SIGNATURE:	/Brian E. Reese/		
DATE SIGNED:	01/03/2024		
Total Attachments: 5			
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TRADEMARK PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Security Agreement”), dated as of December 31, 2023, is made by each of the entities listed on the signature pages hereof (each a “Pledgor” and, collectively, the “Pledgors”), in favor of AVANTE CAPITAL PARTNERS SBIC III, L.P. (“Avante”, in its capacity as agent for the benefit of itself and each Purchaser (as defined in the Note Purchase Agreement), the “Lead Purchaser”).

W I T N E S S E T H:

WHEREAS, pursuant to the Note Purchase and Revolving Credit Agreement, dated as of December 31, 2023 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the “Note Purchase Agreement”), by and among RADSOURCE, LLC, a Delaware limited liability company (the “Company”), RADSOURCE BUYER, INC., a Delaware corporation (the “Initial Borrower”), the other Note Parties party thereto, AVANTE CAPITAL PARTNERS SBIC III, L.P., as Lead Purchaser and each of the other Purchasers from time to time party thereto (together with their respective successors and assigns, the “Purchasers”), Avante and certain other Purchasers have agreed to purchase, in addition to certain other securities, the Initial Term Note, the Revolving Credit Note, the Delayed Draw Term Notes;

WHEREAS, each Note Party has agreed, pursuant to that certain Security and Pledge Agreement, dated as of December 31, 2023, by and among the Company, the Initial Borrower, and the other Grantors from time to time party thereto in favor of Lead Purchaser (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security and Pledge Agreement”), to guarantee the Secured Obligations (as defined in the Security and Pledge Agreement); and

WHEREAS, pursuant to the Security and Pledge Agreement, each Pledgor is required to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lead Purchaser and the Purchasers to enter into the Note Purchase Agreement and to induce the Purchasers to purchase the senior secured Notes thereunder, as applicable, each Pledgor hereby agrees with Lead Purchaser as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security and Pledge Agreement, and if not defined therein, as defined in the Note Purchase Agreement.
2. Grant of Security Interest in Trademark Collateral. Each Pledgor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Pledgor, hereby pledges to Lead Purchaser for the benefit of the Purchasers and grants to Lead Purchaser for the benefit of the Purchasers a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Pledgor, whether now owned or hereafter acquired (the “Trademark Collateral”):

all of its Trademarks including, without limitation, those referred to on Schedule 1 hereto;

the goodwill associated with such Trademarks;

all renewals and extensions of the foregoing;

all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; and

provided that, for clarity, the foregoing shall not include any “intent to use” Trademark applications for which a statement of use, or an amendment to allege use, has not been filed and accepted (but only until such statement or amendment is filed and accepted.)

3. Security and Pledge Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to Lead Purchaser pursuant to the Security and Pledge Agreement and each Pledgor hereby acknowledges and agrees that the rights and remedies of Lead Purchaser with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Security Agreement and the Security and Pledge Agreement, the Security and Pledge Agreement shall control.

4. Pledgor Remains Liable. Each Pledgor hereby agrees that, anything herein to the contrary notwithstanding, such Pledgor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

5. Counterparts. This Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic mail (including “.pdf” files) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic mail (including “.pdf” files) to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic mail (including “.pdf” files) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

6. Governing Law. THIS SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE DOMESTIC SUBSTANTIVE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICTS OF LAW PROVISION OR RULE THAT WOULD CAUSE THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION.

[Signature Pages Follow]

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

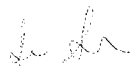
RADSOURCE, LLC,
as Pledgor

By: *Jessica Hudson*
Name: Jessica Hudson
Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

**AVANTE CAPITAL PARTNERS SBIC III,
L.P.**, as Lead Purchaser

By: AVANTE CAPITAL PARTNERS SBIC
III, LLC, its general partner

By:  _____

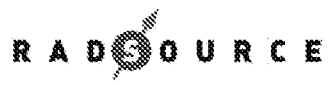

Name: Ivelisse R. Simon

Title: Authorized Signatory


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademarks (Registered):

<u>Company</u>	<u>Trademark</u>	<u>Registration / Application No.</u>	<u>Registration / Filing Date</u>	<u>Status</u>	<u>Owned / Licensed</u>
Radsource, LLC		97/852,814	Filing Date: 3/23/23	Pending	Radsource DBA Radsource LIMITED LIABILITY COMPANY
Radsource, LLC		85/838,924	2/1/13	Registered Renewal Due Date: 5/6/24	Radsource, LLC

Trademarks (Unregistered):

<u>Mark</u>	<u>Date of First Use</u>
	As early as August 2003
RADSOURCE	As early as October 2002
IMAGING SPECIALISTS	As early as June 2002
FOR A CLEAR DIAGNOSIS OF YOUR RADIOLOGY NEEDS	As early as August 2003

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