

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614704

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Notes Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Radiology Partners, Inc.		12/15/2020	Corporation: DELAWARE
Radiology Partners Management, LLC		12/15/2020	Limited Liability Company: DELAWARE
Southwest Diagnostic Imaging, Ltd.		12/15/2020	Limited Company: ARIZONA
Virtual Radiologic Corporation		12/15/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	5299381	RADIOLOGY PARTNERS BEST PRACTICE IMPROVI
Registration Number:	4964294	SEEING YOU WELL
Registration Number:	5812235	RECOMD POWERED BY RP RADIOLOGY PARTNERS
Registration Number:	5014136	SMI SPECIALISTS IN MEDICAL IMAGING
Registration Number:	3547905	VRAD
Registration Number:	3704415	VRAD
Registration Number:	3761714	VRAD
Registration Number:	3707697	
Registration Number:	5105303	SEE INSIDE YOUR DATA
Registration Number:	4967363	GPI
Registration Number:	6104606	RADIOLOGY ALLIANCE
Registration Number:	5689428	RASF RADIOLOGY ASSOCIATES OF SOUTH FLORI
Registration Number:	5684469	JEFFERSON RADIOLOGY
Registration Number:	5691816	SYNERGY RADIOLOGY ASSOCIATES
Registration Number:	5812883	MVS MIAMI VASCULAR SPECIALISTS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5072330	SYNERGY RADIOLOGY ASSOCIATES

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	12/16/2020

Total Attachments: 8

source=b20. Radiology Partners - Trademark Security Agreement#page1.tif

source=b20. Radiology Partners - Trademark Security Agreement#page2.tif

source=b20. Radiology Partners - Trademark Security Agreement#page3.tif

source=b20. Radiology Partners - Trademark Security Agreement#page4.tif

source=b20. Radiology Partners - Trademark Security Agreement#page5.tif

source=b20. Radiology Partners - Trademark Security Agreement#page6.tif

source=b20. Radiology Partners - Trademark Security Agreement#page7.tif

source=b20. Radiology Partners - Trademark Security Agreement#page8.tif

First Lien Notes Trademark Security Agreement

This **FIRST LIEN NOTES TRADEMARK SECURITY AGREEMENT**, dated as of December 15, 2020 (this "Agreement"), is made by each of the signatories hereto indicated as a "Grantor" (each a "Grantor" and collectively, the "Grantors") in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as notes collateral agent for the Notes Secured Parties (as defined in the Indenture (as defined below)) (in such capacity, together with its successors and assigns in such capacity, the "Notes Collateral Agent").

WHEREAS, reference is made to that certain Indenture, dated as of December 15, 2020, between RP Escrow Issuer, LLC, a Delaware limited liability company and Wilmington Trust, National Association, in its capacity as trustee and as Notes Collateral Agent (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Indenture"); and

WHEREAS, to secure the First Lien Notes Obligations under the Indenture and the other Note Documents, the Grantors entered into a First Lien Notes Security Agreement, dated as of December 15, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Radiology Partners, Inc., a Delaware corporation, the other Grantors (as defined therein) party thereto from time to time and the Notes Collateral Agent, pursuant to which each of the Grantors has granted to the Notes Collateral Agent, for the benefit of the Notes Secured Parties, a lien on and security interest in the Trademark Collateral (as defined below);

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 Notes Collateral Agent for the benefit of the Notes 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 Notes Collateral 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 Indenture.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Notes Collateral Agent, for the benefit of the Notes Secured Parties, a lien on and security interest in all of such Grantor's right, title and interest in and to all of the following personal property, in each case, whether now owned or existing or hereafter acquired or arising and regardless of where located (collectively, the "Trademark Collateral"), to secure the payment and performance of the First Lien Notes Obligations, including without limitation all renewals, extensions and restructurings of any or all of the First Lien Notes 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, (iv) 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 (v) 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 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 Notes Collateral Agent for the Notes Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral 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 LAW 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. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto. Any signature to this Agreement may be delivered by facsimile, electronic mail (including .pdf) or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement. Each of the parties represents and warrants to the other party that it has the corporate capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in that party's constitutive documents.

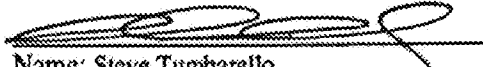
SECTION 6. Concerning the Notes Collateral Agent

Wilmington Trust, National Association is entering this Agreement solely in its capacity as Notes Collateral Agent under the Indenture. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, indemnities and immunities granted to the Notes Collateral Agent in the Indenture as if such rights, privileges, indemnities and immunities were incorporated herein.

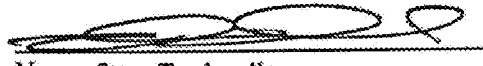
[Remainder of page intentionally left blank]

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.

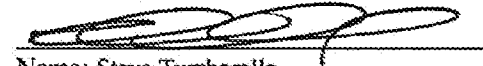
RADIOLOGY PARTNERS, INC.,
as Grantor

By: 
Name: Steve Tumbarello
Title: Chief Financial Officer and Treasurer

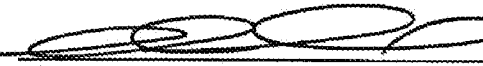
RADIOLOGY PARTNERS MANAGEMENT, LLC,
as Grantor

By: 
Name: Steve Tumbarello
Title: Chief Financial Officer and Treasurer

SOUTHWEST DIAGNOSTIC IMAGING, LTD.,
as Grantor

By: 
Name: Steve Tumbarello
Title: Chief Financial Officer and Treasurer

VIRTUAL RADIOLOGIC CORPORATION,
as Grantor


By: 
Name: Steve Tumbarello
Title: Chief Financial Officer and Treasurer

[Signature Page to First Lien Notes Trademark Security Agreement]

TRADEMARK
REEL: 007135 FRAME: 0649

Accepted and Agreed:

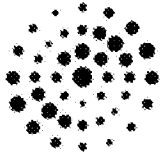
WILMINGTON TRUST, NATIONAL ASSOCIATION,
as the Notes Collateral Agent

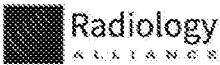

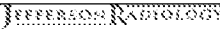

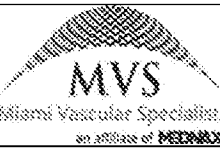
By: 
Name: Jane Y. Schweiger
Title: Vice President

[Signature Page to First Lien Notes Trademark Security Agreement]

TRADEMARK
REEL: 007135 FRAME: 0650

SCHEDULE A
to
FIRST LIEN NOTES TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Company/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
SOUTHWEST DIAGNOSTIC IMAGING, LTD.	SEEING YOU WELL (Standard Character Mark)	May 24, 2016	Registered	4964294
Radiology Partners, Inc.	RECOMD POWERED BY RP RADIOLOGY PARTNERS (Design)	July 23, 2019	Registered	5812235
Radiology Partners, Inc.	SMI SPECIALISTS IN MEDICAL IMAGING (Design)	August 2, 2016	Registered	5014136
Virtual Radiologic Corporation	VRAD	December 16, 2008	Registered	3547905
Virtual Radiologic Corporation	VRAD	November 3, 2009	Registered	3704415
Virtual Radiologic Corporation	VRAD	March 16, 2010	Registered	3761714
Virtual Radiologic Corporation		November 10, 2009	Registered	3707697
Virtual Radiologic Corporation	SEE INSIDE YOUR DATA	December 20, 2016	Registered	5105303

<u>Company/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
Virtual Radiologic Corporation	GPI	May 31, 2016	Registered	4967363
Radiology Partners Management, LLC	 Radiology ALLIANCE	July 21, 2020	Registered	6104606
Radiology Partners Management, LLC	 RASf	March 5, 2019	Registered	5689428
Radiology Partners Management, LLC	 JEFFERSON RADIOLOGY	February 26, 2019	Registered	5684469
Radiology Partners Management, LLC	 SYNERGY RADIOLOGY ASSOCIATES	March 5, 2019	Registered	5691816
Radiology Partners Management, LLC	 MVS Miami Vascular Specialists an affiliate of MEDMAX	July 23, 2019	Registered	5812883
Radiology Partners Management, LLC	SYNERGY RADIOLOGY ASSOCIATES	November 1, 2016	Registered	5072330