

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6098141

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
SEQUENCE:	2	
CONVEYING PARTY DATA		
Name		Execution Date
CARESTREAM HEALTH, INC.		05/08/2020
RECEIVING PARTY DATA		
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH	
Street Address:	ELEVEN MADISON AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10010	
PROPERTY NUMBERS Total: 45		
Property Type	Number	
Application Number:	16603424	
Application Number:	16344384	
Application Number:	16344846	
Application Number:	16461122	
Application Number:	16468441	
Application Number:	16476566	
Application Number:	16486909	
Application Number:	16487116	
Application Number:	16487130	
Application Number:	16606372	
Application Number:	16221662	
Application Number:	16237993	
Application Number:	16361280	
Application Number:	16372477	
Application Number:	16383751	
Application Number:	62846783	
Application Number:	16409982	
Application Number:	62846790	
Application Number:	62856298	

PATENT

Property Type	Number
Application Number:	62865528
Application Number:	62871746
Application Number:	62878424
Application Number:	16525821
Application Number:	16535124
Application Number:	62884186
Application Number:	62885396
Application Number:	62885423
Application Number:	62891992
Application Number:	62898019
Application Number:	16569771
Application Number:	16659632
Application Number:	16665096
Application Number:	16672567
Application Number:	16683535
Application Number:	16683599
Application Number:	16683622
Application Number:	16690322
Application Number:	16692362
Application Number:	62946475
Application Number:	16716629
Application Number:	62950140
Application Number:	16720035
Application Number:	62957831
Application Number:	62959211
Application Number:	62963586

CORRESPONDENCE DATA

Fax Number: (212)735-2000

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: 212-735-2811

Email: mriband@skadden.com

Correspondent Name: SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Address Line 1: ONE MANHATTAN WEST

Address Line 2: MONIQUE L. RIBANDO

Address Line 4: NEW YORK, NEW YORK 10001-8602

ATTORNEY DOCKET NUMBER: 217730/2033

NAME OF SUBMITTER: OREN EPSTEIN

SIGNATURE:	/OE/
DATE SIGNED:	05/08/2020
Total Attachments: 11 source=2L Confirmatory Grant of Security Interest in IP#page1.tif source=2L Confirmatory Grant of Security Interest in IP#page2.tif source=2L Confirmatory Grant of Security Interest in IP#page3.tif source=2L Confirmatory Grant of Security Interest in IP#page4.tif source=2L Confirmatory Grant of Security Interest in IP#page5.tif source=2L Confirmatory Grant of Security Interest in IP#page6.tif source=2L Confirmatory Grant of Security Interest in IP#page7.tif source=2L Confirmatory Grant of Security Interest in IP#page8.tif source=2L Confirmatory Grant of Security Interest in IP#page9.tif source=2L Confirmatory Grant of Security Interest in IP#page10.tif source=2L Confirmatory Grant of Security Interest in IP#page11.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY (SECOND LIEN)**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (SECOND LIEN) (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Confirmatory Grant”) is made effective as of May 8, 2020, by and from each of the signatories hereto (together with any other entity that may become a party hereto as provided herein (each a “Grantor”, and collectively the “Grantors”), to and in favor of Credit Suisse AG, Cayman Islands Branch for itself and as administrative agent (as defined in the Second Lien Pledge and Security Agreement referenced below) for the Secured Parties (as defined in the Second Lien Credit Agreement referenced below) (in such capacity, the “Grantee”).

WHEREAS, reference is made to that certain (a) Second Lien Credit Agreement, dated as of as of June 7, 2013 (as amended pursuant to the First Amendment to Second Lien Credit Agreement, dated as of June 9, 2017, the Second Amendment to Second Lien Credit Agreement, dated as of December 27, 2018, the Guarantor Joinder Agreement & Amendment to Second Lien Credit Agreement, dated as of April 11, 2019, the Third Amendment to the Second Lien Credit Agreement, dated January 29, 2020, the Extension Agreement to Second Lien Credit Agreement, dated as of April 13, 2020, the Fourth Amendment to the Second Lien Credit Agreement, dated as of the date hereof, and as further amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Second Lien Credit Agreement”), among Carestream Health Holdings, Inc., a Delaware corporation (“Holdings”), Carestream Health, Inc., a Delaware corporation (the “Borrower”), the Subsidiary Guarantors party thereto, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent, and the Lenders party thereto; (b) Amended and Restated Pledge and Security Agreement (Second Lien), dated as of June 7, 2013 (as amended, supplemented, replaced or otherwise modified from time to time, the “Second Lien Pledge and Security Agreement”), made by the Grantor (as defined therein) parties thereto in favor of the Grantee; and (c) Amended and Restated Intellectual Property Security Agreement (Second Lien) dated as of June 7, 2013 (the “Second Lien IP Security Agreement”) made by Holdings and the Grantor (as defined therein) parties thereto in favor of the Grantee;

WHEREAS, pursuant to the terms and conditions of the Second Lien IP Security Agreement, each of the parties defined as a grantor therein collaterally assigned, granted, mortgaged and pledged to the Grantee and granted to the Grantee, for the ratable benefit of the Secured Parties, a security interest in all of the following property then owned or at any time thereafter acquired by such Grantor or in which such Grantor then had or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Second Lien Credit Agreement, and including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of the Obligations):

- (a) (i) all U.S., State and foreign trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, service marks,

certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature of any Grantor, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule I of the Second Lien IP Security Agreement, and all rights corresponding thereto throughout the world, (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iii) all extensions and renewals of the foregoing, (iv) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill and (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trademarks”);

- (b) all written or oral agreements naming any Grantor as licensor or licensee (including, without limitation, those listed on Schedule I of the Second Lien IP Security Agreement) granting any right in or to any Trademark;
- (c) (i) all U.S. and foreign patents and applications for letters patent of any Grantor throughout the world, including, but not limited to, any of the foregoing referred to on Schedule I of the Second Lien IP Security Agreement, and all rights corresponding thereto throughout the world, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, (iii) the right to sue for past, present and future infringements of any of the foregoing and (iv) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Patents”);
- (d) all written or oral agreements naming any Grantor as licensor or licensee (including, without limitation, those listed on Schedule I of the Second Lien IP Security Agreement) granting any right under any of the Patents, including, without limitation, the right to manufacture, use or sell any invention covered in whole or in part by a Patent;
- (e) (i) all copyrights of any Grantor arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed on Schedule I of the Second Lien IP Security Agreement), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, (ii) the right to obtain all renewals thereof and (iii) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Copyrights”);
- (f) (i) all mask works fixed in semi-conductor chip products (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), (ii) the right to obtain all renewals thereof and (iii) all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom and all payments and royalties

arising out of the sale, lease, license, assignment or other disposition thereof; and all written or oral agreements naming any Grantor as licensor or licensee (including, without limitation, those listed on Schedule I of the Second Lien IP Security Agreement), granting any right under any Copyright or mask work, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright or mask work in the foregoing paragraphs (e) and (f);

WHEREAS, the Second Lien IP Security Agreement was recorded with (a) the United States Patent and Trademark Office on July 1, 2013 at Reel 030724, Frame 0154, (b) the United States Patent and Trademark Office on June 28, 2013 at Reel 5060, Frame 0001 and (c) the United States Copyright Office on July 1, 2013 at Volume 9912, Document No. 660;

WHEREAS, pursuant to Sections 4.3(c) and 4.7(e) of the Second Lien Pledge and Security Agreement, each of the Grantors shall execute, deliver and have recorded any and all agreements, instruments, documents and papers to evidence the Grantee's and the other Secured Parties' security interest in any and all of such Grantor's Intellectual Property (including, for clarity, any such Intellectual Property as has been acquired or registered after the date of the Second Lien Security Agreement) and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

WHEREAS, the Grantor parties have provided the Grantee and the Secured Parties with that certain Perfection Certificate, dated as of the date hereof, Schedules 10A and 10B of which, in aggregate, set out a complete and accurate list of all of each Grantor's U.S. Intellectual Property as of the date hereof, including such U.S. Intellectual Property as has been acquired or registered by such Grantor party after the date of the Second Lien Security Agreement (hereinafter, the "After-Acquired IP") and each Grantor party is entering into this Second Lien Confirmatory Grant to evidence such After-Acquired IP as part of the IP Collateral;

WHEREAS, this Second Lien Confirmatory Grant has been executed in conjunction with the security interest granted under the Second Lien Pledge and Security Agreement to the Grantee for the benefit of the Secured Parties. In the event that any provisions of this Second Lien Confirmatory Grant are deemed to conflict with the Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall govern.

NOW, THEREFORE, in consideration of the premises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Second Lien Pledge and Security Agreement.

2. The Security Interest. Each Grantor hereby collaterally assigns, grants, mortgages and pledges to the Grantee and, in each case, hereby grants to the Grant, for the ratable benefit of the Secured Parties, a security interest in all of Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of such Grantor's IP Collateral (including, without limitation, such IP Collateral as is listed on Schedule 1 hereto).

3. Representations and Warranties.

(a) The IP Collateral listed on Schedule 1 hereto constitutes all of the property of such type of IP Collateral arising under the laws of the United States in existence as of the date hereof, that is either owned by the Grantors or to which any such Grantor is a party in its own name on the date hereof.

(b) The representations and warranties set forth in Sections 3.10(b) through 3.10(d) of the Second Lien Pledge and Security Agreement shall be true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality, Material Adverse Effect or any other similar qualification) on the first date set forth above with the same effect as though made on and as of such date, in respect of each of the Intellectual Property registrations and applications listed on Schedule 1 hereto.

4. Governing Law. **THIS SECOND LIEN CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

5. Notwithstanding anything to the contrary set forth herein, the priority of the Liens created hereby and the rights and remedies of the Grantee hereunder are subject to the terms and provisions of the Second Lien Pledge and Security Agreement. In the event of any inconsistency between the provisions of this Second Lien Confirmatory Grant and the Second Lien Pledge and Security Agreement with respect to the priority of the Liens created hereby and the rights and remedies of the Grantee or any of the Secured Parties, the provisions of the Second Lien Pledge and Security Agreement shall supersede the provisions of this Second Lien Confirmatory Grant. Any provision of this Second Lien Confirmatory Grant to the contrary notwithstanding, no Grantor party shall not be required to act or refrain from acting in a manner that is inconsistent with the terms and provisions of the Second Lien Pledge and Security Agreement.

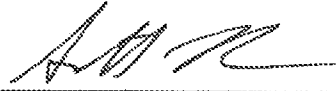
6. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Second Priority Representative (as defined in the Intercreditor Agreement referred to below) pursuant to this Second Lien Confirmatory Grant are expressly subject to and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to Credit Suisse AG, Cayman Islands Branch, as administrative agent, pursuant to or in connection with the Amended and Restated Credit Agreement (First Lien), dated as of June 7, 2013 (as amended pursuant to the First Amendment to Amended and Restated Credit Agreement (First Lien), dated as of June 9, 2017, the Second Amendment to Amended and Restated Credit Agreement (First Lien), dated as of June 22, 2017, the Third Amendment to Amended and Restated Credit Agreement (First Lien), dated as of December 27, 2018, the Guarantor Joinder Agreement & Amendment to Amended and Restated Credit Agreement (First Lien), dated as of April 11, 2019, the Fourth Amendment to Amended and Restated Credit Agreement (First Lien), dated as of January 29, 2020, the Extension Agreement (First Lien), dated as of April 13, 2020, the Fifth Amendment to Amended and Restated Credit Agreement (First Lien), dated as of the date hereof, and as further amended, amended and restated, supplemented, restructured or otherwise modified from time to time), among Holdings, the Borrower, the Subsidiary Guarantors party thereto, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent,

and the Lenders from time to time party thereto and the other parties thereto and (ii) the exercise of any right or remedy by the Second Priority Representative hereunder is subject to the limitations and provisions of the Intercreditor Agreement, dated as of June 7, 2013 (as amended pursuant to the Amendment to Intercreditor Agreement, dated as of December 27, 2018, the Second Amendment to Intercreditor Agreement, dated as of the date hereof, and as further amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Credit Suisse AG, Cayman Islands Branch, as First Lien Administrative Agent, Credit Suisse AG, Cayman Islands Branch, as Second Lien Administrative Agent, each other Second Priority Representative and Senior Representative from time to time party thereto, Holdings, the Borrower and the Grantors party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Second Lien Confirmatory Grant, the terms of the Intercreditor Agreement shall govern.

[signature pages follow]


IN WITNESS WHEREOF, the Grantor parties hereto have caused this Second Lien Confirmatory Grant to be duly executed as of the date first above written.

CARESTREAM HEALTH, INC.

By: 
Name: Scott H. Rosa
Title: Vice President, Chief Financial Officer
and Treasurer

[Signature Page to Second Lien Confirmatory Grant]

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Grantee and as Administrative Agent

By: 
Name: William O'Daly
Title: Authorized Signatory

By: _____
Name: Andrew Griffin
Title: Authorized Signatory

[Signature Page to Second Lien Confirmatory Grant]

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Grantee and as Administrative Agent

By: _____
Name: William O'Daly
Title: Authorized Signatory

By: _____
Name: Andrew Griffin
Title: Authorized Signatory

[Signature Page to Second Lien Confirmatory Grant]

Schedule 1**PATENT AND PATENT APPLICATIONS**

Owner	Status	App. No.	App. Date	Patent No.	Grant Date	Expiration Date
Carestream Health, Inc. - (CSH)	Filed - (F)	16/603,424	05/15/2017			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/344,384	11/01/2017			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/344,846	11/22/2017			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/461,122	12/19/2017			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/468,441	01/04/2018			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/476,566	02/13/2018			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/486,909	03/06/2018			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/487,116	03/07/2018			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/487,130	03/26/2018			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/606,372	05/10/2018			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/221,662	12/17/2018			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/237,993	01/02/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/361,280	03/22/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/372,477	04/02/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/383,751	04/15/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	62/846,783	05/13/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/409,982	05/13/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	62/846,790	05/13/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	62/856,298	06/03/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	62/865,528	06/24/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	62/871,746	07/09/2019			

Carestream Health, Inc. - (CSH)	Filed - (F)	62/878,424	07/25/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/525,821	07/30/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/535,124	08/08/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	62/884,186	08/08/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	62/885,396	08/12/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	62/885,423	08/12/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	62/891,992	08/27/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	62/898,019	09/10/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/569,771	09/13/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/659,632	10/22/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/665,096	10/28/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/672,567	11/04/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/683,535	11/14/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/683,599	11/14/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/683,622	11/14/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/690,322	11/21/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/692,362	11/22/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	62/946,475	12/11/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/716,629	12/17/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	62/950,140	12/19/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	16/720,035	12/19/2019			
Carestream Health, Inc. - (CSH)	Filed - (F)	62/957,831	1/7/2020			
Carestream Health, Inc. - (CSH)	Filed - (F)	62/959,211	1/10/2020			

Carestream Health, Inc. - (CSH)	Filed - (F)	62/963,586	1/21/2020			
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