

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6887584

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
HEART IMAGING TECHNOLOGIES, LLC	08/26/2021
RECEIVING PARTY DATA	
Name:	OWL ROCK CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	399 PARK AVENUE, 38TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	6934698
Patent Number:	7457656
Patent Number:	7668835
Patent Number:	7958100
Patent Number:	8055636
Patent Number:	8166381
Patent Number:	7254436
CORRESPONDENCE DATA	
Fax Number:	
<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:	800-494-5225
Email:	ipteam@coagencyglobal.com
Correspondent Name:	STEWART WALSH
Address Line 1:	1025 CONNECTICUT AVE NW, SUITE 712
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20036
ATTORNEY DOCKET NUMBER:	1460027 PAT
NAME OF SUBMITTER:	JAI MALHOTRA
SIGNATURE:	/Jai Malhotra/
DATE SIGNED:	08/27/2021

PATENT

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of August 26, 2021 (this "Patent Security Agreement"), is made by Heart Imaging Technologies, LLC, a Delaware limited liability company (the "Pledgor") in favor of Owl Rock Capital Corporation, as collateral agent for the Secured Parties (in such capacity and together with any successors in such capacity, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of February 21, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Intelrad Medical Systems Incorporated (as successor to 11849573 Canada Inc. by way of amalgamation), a Canadian corporation ("Borrower"), as borrower, 11885057 Canada Inc., a Canadian corporation ("Holdings"), as Holdings and as a Guarantor, the other guarantors from time to time party thereto, the lenders from time to time party thereto and Owl Rock Capital Corporation, as Administrative Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to that certain Security Agreement, dated as of February 21, 2020 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), among the Pledgor, certain other subsidiaries of the Borrower party thereto and the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to continue to make extensions of credit pursuant to the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, but in each case excluding any Excluded Property (collectively, the "Patent Collateral"):

- (a) all Patents of the Pledgor, including, without limitation, the United States patents and patent applications registered with USPTO listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent 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 Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations or as otherwise provided in the Security Agreement, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by the Pledgor, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Patent Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means (including as a PDF) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement. The words "execution," "signed," "signature," and words of like import in any Loan Document or any agreement entered into in connection therewith shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

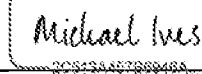
SECTION 7. Governing Law. **THIS PATENT SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND ALL DISPUTES BETWEEN THE PARTIES UNDER OR RELATING TO THIS PATENT SECURITY AGREEMENT OR THE FACTS OR CIRCUMSTANCES LEADING TO ITS EXECUTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (INCLUDING STATUTES OF LIMITATION) OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

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

HEART IMAGING TECHNOLOGIES, LLC

DocuSigned by:

By: 
Name: Michael Ives
Title: Chief Financial Officer

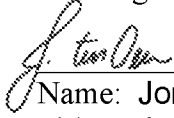
[Signature Page to Patent Security Agreement]

PATENT
REEL: 057309 FRAME: 0194

Accepted and Agreed:

OWL ROCK CAPITAL CORPORATION,
as Collateral Agent

By:



Name: Jon ten Oever

Title: Authorized Signatory

[Signature Page to Patent Security Agreement]

PATENT
REEL: 057309 FRAME: 0195

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents:

OWNER	TITLE	REGISTRATION
Heart Imaging Technologies, LLC	Display of diagnostic-quality medical images in a web browser.	6,934,698
Heart Imaging Technologies, LLC	Pre-determining medical image display properties in a web browser.	7,457,656
Heart Imaging Technologies, LLC	Managing de-identified images on the Internet for display in a web browser.	7,668,835
Heart Imaging Technologies, LLC	Managing medical images across a distributed network if Internet web servers.	7,958,100
Heart Imaging Technologies, LLC	Side-by-side display of medical images in a web browser.	8,055,636
Heart Imaging Technologies, LLC	Medical imaging workstation in a web browser.	8,166,381
Heart Imaging Technologies, LLC	Dynamic Magnetic Resonance Angiography (MRI pulse sequence technique).	7,254,436