

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772147

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS - ABL
RESUBMIT DOCUMENT ID:	900723334

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CARESTREAM HEALTH, INC.		09/30/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 S DEARBORN ST.
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1879436	BIOMAX
Registration Number:	3732826	CARESTREAM
Registration Number:	4597971	CARESTREAM
Registration Number:	3170853	DIRECTVIEW
Registration Number:	3106469	DRYVIEW
Registration Number:	1960963	DRYVIEW
Registration Number:	0953413	INDUSTREX
Registration Number:	0956121	INDUSTREX
Registration Number:	1710660	INSIGHT
Registration Number:	1027286	LANEX
Registration Number:	1048799	MIN-R
Registration Number:	1489785	READYMATIC
Registration Number:	2579232	X-SIGHT
Serial Number:	90738190	CARESTREAM DRX-RISE

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124552592
Email: ksolomon@stblaw.com
Correspondent Name: COURTNEY WELSHIMER, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/2406

NAME OF SUBMITTER: COURTNEY WELSHIMER

SIGNATURE: /CW/

DATE SIGNED: 12/06/2022

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of September 30, 2022 is made by CARESTREAM HEALTH, INC., a Delaware corporation, located at 150 Verona St., Rochester, New York 14608 (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (the “Administrative Agent”) for the Secured Parties to the ABL Credit Agreement, dated as of September 30, 2022 (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), among Carestream Health Holdings, Inc., a Delaware corporation (“Holdings”), Carestream Health, Inc., as Borrower (the “Borrower”), the Subsidiary Guarantors party thereto, the lenders from time to time party thereto (the “Lenders”), the Administrative Agent, and the other agents party thereto.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantor has executed and delivered an ABL Pledge and Security Agreement, dated as of September 30, 2022, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor granted, mortgaged and pledged to the Administrative Agent, and granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all Intellectual Property, including the Trademarks, 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, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity or by acceleration or otherwise) of the Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby grants, mortgages and pledges to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including without limitation, those Trademarks listed on Schedule A hereto (collectively, but excluding any Excluded Assets, the “Trademark 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.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

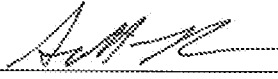
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement and/or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries 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, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

SECTION 5. Choice of Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

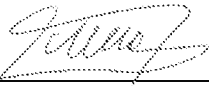
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CARESTREAM HEALTH, INC.

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

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Maurice Dattas
Title: Vice President
Date:

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN IP RIGHTS]

TRADEMARK
REEL: 007892 FRAME: 0115

Schedule A

U.S. Trademark Registrations and Applications

Mark	Country	Status	Owner	Appl. #	Appl. Date	Reg. No.	Reg. Date
BIOMAX	United States	ISSUED	Carestream Health, Inc.	74/497847	3/7/1994	1879436	2/21/1995
CARESTREAM	United States	ISSUED	Carestream Health, Inc.	78/732706	10/13/2005	3732826	12/29/2009
CARESTREAM	United States	ISSUED	Carestream Health, Inc.	85/809225	12/21/2012	4597971	9/2/2014
DIRECTVIEW	United States	ISSUED	Carestream Health, Inc.	78/640099	5/31/2005	3170853	11/14/2006
DRYVIEW	United States	ISSUED	Carestream Health, Inc.	78/640905	6/1/2005	3106469	6/20/2006
DRYVIEW	United States	ISSUED	Carestream Health, Inc.	74/517738	4/28/1994	1960963	3/5/1996
INDUSTREX	United States	ISSUED	Carestream Health, Inc.	72/415738	2/16/1972	953413	2/20/1973
INDUSTREX	United States	ISSUED	Carestream Health, Inc.	72/417743	3/8/1972	956121	3/27/1973
INSIGHT	United States	ISSUED	Carestream Health, Inc.	74/113441	11/8/1990	1710660	8/25/1992
LANEX	United States	ISSUED	Carestream Health, Inc.	73/049398	4/14/1975	1027286	12/16/1975
MIN-R	United States	ISSUED	Carestream Health, Inc.	73/081728	3/26/1976	1048799	9/28/1976
READYMATIC	United States	ISSUED	Carestream Health, Inc.	73/690230	10/19/1987	1489785	5/31/1988
X-SIGHT	United States	ISSUED	Carestream Health, Inc.	75/665290	3/22/1999	2579232	6/11/2002
CARESTREAM DRX-RISE	United States	ALLOWED	Carestream Health, Inc.	90/738190	5/27/2021		

TRADEMARK

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RECORDED: 09/30/2022