

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367800

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
STATRAD, LLC		12/22/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
STAT RADIOLOGY MEDICAL CORPORATION		12/22/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Opus Bank		
<b>Street Address:</b>	19900 MacArthur Boulevard		
<b>Internal Address:</b>	12th Floor		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92612		
<b>Entity Type:</b>	Commercial Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4493862	RADCONNECT	
<b>Registration Number:</b>	4541914	STATRAD	
<b>Registration Number:</b>	4508832	STATRAD	
<b>Registration Number:</b>	4532112	STATRAD	
<b>Registration Number:</b>	4316554	STATRAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4044435697		
<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>			
<b>Phone:</b>	404-443-5648		
<b>Email:</b>	lallen@mcguirewoods.com		
<b>Correspondent Name:</b>	Kimberly Scott, Esq.		
<b>Address Line 1:</b>	McGuireWoods LLP		
<b>Address Line 2:</b>	1230 Peachtree St., N.E., Suite 2100		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	2066901-0016 STATRAD		

OP \$140.00 4493862

<b>NAME OF SUBMITTER:</b>	Latosha E. Allen
<b>SIGNATURE:</b>	/Latosha E. Allen/
<b>DATE SIGNED:</b>	01/04/2016
<b>Total Attachments: 9</b> source=Opus Bank StatRad- IP.Security#page1.tif source=Opus Bank StatRad- IP.Security#page2.tif source=Opus Bank StatRad- IP.Security#page3.tif source=Opus Bank StatRad- IP.Security#page4.tif source=Opus Bank StatRad- IP.Security#page5.tif source=Opus Bank StatRad- IP.Security#page6.tif source=Opus Bank StatRad- IP.Security#page7.tif source=Opus Bank StatRad- IP.Security#page8.tif source=Opus Bank StatRad- IP.Security#page9.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 22nd day of December 2015 by and among **STATRAD, LLC**, a California limited liability company and **STAT RADIOLOGY MEDICAL CORPORATION**, a California corporation (each a "Grantor" and collectively, the "Grantors") and **OPUS BANK**, a California commercial bank, ("Lender").

### RECITALS

A. The Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Credit Extensions") in the amounts and manner set forth in that certain Business Loan Agreement by and among Lender and Grantors, dated as December 22, 2015 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Credit Extensions to Grantor, but only upon the condition, among others, that Grantors shall grant to Lender a security interest in certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of that certain Commercial Security Agreement, dated as of December 22, 2015 (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"), each Grantor has granted to Lender a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as specifically defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, each Grantor grants and pledges to Lender a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the Security Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or the Security Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or the Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

*[Remainder of page intentionally blank; signature page follows.]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

13280 Evening Creek Drive South, Suite 110  
San Diego, CA 92128  
Attn: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

GRANTOR:

**STATRAD, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**

By: \_\_\_\_\_  
Douglas J. Bates, Manager of StatRad, LLC, a California limited liability company

By: \_\_\_\_\_  
Manal M. Schoellerman, Manager of StatRad, LLC, a California limited liability company

By: \_\_\_\_\_  
Vishal Verma, Manager of StatRad, LLC, a California limited liability company

By: \_\_\_\_\_  
Charles H. Radolph, Manager of StatRad, LLC, a California limited liability company

By: \_\_\_\_\_  
Claude Hooton, Manager of StatRad, LLC, a California limited liability company

By: \_\_\_\_\_  
Christopher Hafey, Manager of StatRad, LLC, a California limited liability company

**STAT RADIOLOGY MEDICAL CORPORATION, A CALIFORNIA CORPORATION**

By: \_\_\_\_\_  
Vishal Verma, President/Chief Executive Officer of Stat Radiology Medical Corporation,  
a California corporation

LENDER:

Address of Lender:

19900 MacArthur Boulevard, 12th Floor  
Irvine, CA 92612  
Attn: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**OFUS BANK, A CALIFORNIA COMMERCIAL BANK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

Copyrights

None.


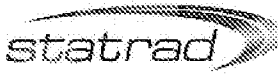
EXHIBIT B

Patents

Owner	Name/Identifier	Type of IP	Registration/Publication or Application Number
<u>STATRAD, LLC</u>	Remote Viewing of Large Image Files	Patent	62/085,138

EXHIBIT C

Trademarks

Owner	Name/Identifier	Type of IP	Registration/Publication or Application Number
StatRad, LLC	RADCONNECT	Trademark	4,493,862
StatRad, LLC		Trademark	4,541,914
StatRad, LLC		Trademark	4,508,832
StatRad, LLC	STATRAD	Trademark	4,532,112
StatRad, LLC	STATRAD	Trademark	4,316,554



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By: \_\_\_\_\_  
Vishal Verma, Manager of StatRad, LLC, a California limited liability company

By:  \_\_\_\_\_  
Charles H. Rudolph, Manager of StatRad, LLC, a California limited liability company

By: \_\_\_\_\_  
Claude Hooton, Manager of StatRad, LLC, a California limited liability company

By: \_\_\_\_\_  
Christopher Hafey, Manager of StatRad, LLC, a California limited liability company

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By: \_\_\_\_\_  
Vishal Verma, President/Chief Executive Officer of Stat Radiology Medical Corporation,  
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Address of Lender:

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19900 MacArthur Boulevard, 12th Floor  
Irvine, CA 92612

Attn: \_\_\_\_\_  
Fax: \_\_\_\_\_  
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Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATRAD, LLC  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SIGNATURE PAGE

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Mara M. Schoefferman, Manager of StatRad, LLC, a California limited liability company

By: \_\_\_\_\_  
Vishal Verma, Manager of StatRad, LLC, a California limited liability company

By: \_\_\_\_\_  
Charles H. Rudolph, Manager of StatRad, LLC, a California limited liability company

By: \_\_\_\_\_  
Claude Houston, Manager of StatRad, LLC, a California limited liability company

By: Christopher Haley Dec 30 2015  
Christopher Haley, Manager of StatRad, LLC, a California limited liability company

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By: \_\_\_\_\_  
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STATRAD, LLC  
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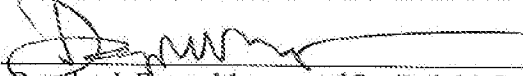
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