

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718701

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ConcertAI LLC		04/01/2022	Limited Liability Company: DELAWARE
Promterics, LLC		04/01/2022	Limited Liability Company: DELAWARE
TeraRecon, Inc.		04/01/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn Street		
Internal Address:	Floor 36		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	6217420	RWD360	
Registration Number:	5999867	PROMETRICS	
Registration Number:	5063159	MORPHABLE VIEWER	
Registration Number:	5063158	VIEWER FIRST	
Registration Number:	5010756	INTERACT+	
Registration Number:	4541566	TERARECON	
Registration Number:	2729158	AQUARIUSNET	
Registration Number:	2600983	AQUARIUS WORKSTATION	
Registration Number:	2488473	VOLUMEPRO	
Serial Number:	88367410	RWE360	
Serial Number:	90455755	CONCERTAI	
Serial Number:	90455782	C CONCERTAI	
Serial Number:	97203476	THE SYSTEM OF EVIDENCE	
Serial Number:	97203528	EVIDENCE GENERATION SYSTEM	
Serial Number:	97203545	INTEGRATED EVIDENCE GENERATION	

CH \$390.00 6217420

CORRESPONDENCE DATA**Fax Number:**

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: (619) 699-2708
Email: christian.cruz@us.dlapiper.com
Correspondent Name: DLA Piper LLP (US)
Address Line 1: 401 B Street
Address Line 2: Suite 1700
Address Line 4: San Diego, CALIFORNIA 92101

NAME OF SUBMITTER:	Matt Schwartz
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	04/04/2022

Total Attachments: 11

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is entered into as of April 1, 2022, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, CONCERTAI LLC, a Delaware limited liability company (f/k/a Concerto HealthAI Solutions LLC, the “Borrower”), PROMTERICS, LLC, a Delaware limited liability company (“Prometrics”), and TERARECON, INC., a Delaware corporation (together with the Borrower and Prometrics, collectively, “Grantors” and each, individually, a “Grantor”). This Agreement amends, restates, and supersedes in its entirety that certain Intellectual Property Security Agreement, dated as of June 30, 2021, by and between the Borrower, Prometrics, and Lender (the “Prior Agreement”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Amended and Restated Credit Agreement by and among Lender, the Borrower, the other Loan Parties, dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”; capitalized terms used herein and not otherwise defined herein are used as defined in the Credit Agreement). Lender is willing to make the Loans to the Borrower, but only upon the condition, among others, that Grantors shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantors under the Credit Agreement.

B. Pursuant to the terms of the Amended and Restated Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”), by and among Lender and the Loan Parties, 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.

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 Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. 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");

(g) 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;

(h) 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;

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

(j) 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.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Each Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral that such Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement is a Loan Document and has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, the Security Agreement, the other Loan Documents, and any other related document(s), and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the

laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

8. No Novation. Grantors and Lender hereby agree that, effective upon the execution and delivery of this Agreement by each such party, the terms and provisions of the Prior Agreement shall be and hereby are amended, restated and superseded in their entirety by the terms and provisions of this Agreement. Nothing herein contained shall be construed as a substitution or novation of the obligations of Grantors outstanding under the Prior Agreement or instruments securing the same, which obligations shall remain in full force and effect, except to the extent that the terms thereof are modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Agreement shall be construed as a release or other discharge of Grantors from any of their obligations or any liabilities under the Prior Agreement or any of the other Loan Documents. Each Grantor hereby (i) confirms and agrees that each Loan Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects except that on and after the Effective Date all references in any such Loan Document to the "Intellectual Property Security Agreement" the "Agreement", "thereto", "thereof", "thereunder" or words of like import referring to the Prior Agreement shall mean the Prior Agreement as amended and restated by this Agreement; and (ii) confirms and agrees that to the extent that the Prior Agreement purports to assign or pledge to Lender, or to grant to Lender a Lien on, any collateral as security for the Obligations of Grantors from time to time existing in respect of the Prior Agreement, such pledge, assignment or grant of the Lien is hereby ratified and confirmed in all respects in favor of Lender and shall remain effective as of the first date it became effective.

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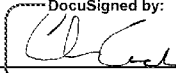
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

Address:

610 West Germantown Pike
Plymouth Meeting, Pennsylvania 19462
Attention: Chief Financial Officer

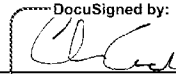
CONCERTAI LLC

DocuSigned by:

By: _____
Name: Christine Code
Title: CFO

Address:

610 West Germantown Pike
Plymouth Meeting, Pennsylvania 19462
Attention: Chief Financial Officer

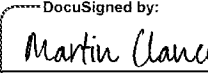
PROMTERICS, LLC

DocuSigned by:

By: _____
Name: Christine Code
Title: CFO

Address:

610 West Germantown Pike
Plymouth Meeting, Pennsylvania 19462
Attention: Chief Financial Officer

TERARECON, INC.

DocuSigned by:

By: _____
Name: Martin Clancy
Title: CFO/Geschäftsführer

LENDER:

Address:

JPMorgan Chase Bank, N.A.
10 S Dearborn Street, Floor 36
Chicago, IL 60603
Attention: Kathryn Cotter

JPMORGAN CHASE BANK, N.A.

By: _____
Name: Kathryn Cotter
Title: Authorized Officer

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.

GRANTORS:

Address:

CONCERTAI LLC

610 West Germantown Pike
Plymouth Meeting, Pennsylvania 19462
Attention: Chief Financial Officer

By: _____
Name:
Title:

Address:

PROMTERICS, LLC

610 West Germantown Pike
Plymouth Meeting, Pennsylvania 19462
Attention: Chief Financial Officer

By: _____
Name:
Title:

Address:

TERARECON, INC.

610 West Germantown Pike
Plymouth Meeting, Pennsylvania 19462
Attention: Chief Financial Officer

By: _____
Name:
Title:

LENDER:

Address:

JPMORGAN CHASE BANK, N.A.

JPMorgan Chase Bank, N.A.
10 S Dearborn Street, Floor 36
Chicago, IL 60603
Attention: Kathryn Cotter

By: Kath Cotter
Name: Kathryn Cotter
Title: Authorized Officer

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents


<u>Description</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Issue Date</u>
Systems & Methods for Applying a Lens Function Generated Using Supervised Learning Techniques to Segment Data Provided to an Unsupervised Learning Model	US	US17/515275	10/29/2021	N/A
System and method for medical image interpretation	US	US15/729636	10/10/2017	10/15/2019
Medical image identification and interpretation	US	US15/812835	11/14/2017	10/22/2019
System and method for three-dimensional printing, holographic and virtual reality rendering from medical image processing	US	US15/812912	11/14/2017	4/30/2019
Training and testing system for advanced image processing	US	US13/801583	3/13/2013	11/27/2018
Evolving contextual clinical data engine for medical information	US	US14/530520	10/31/2014	4/13/2021
Integration of medical software and advanced image processing	US	US15/457976	3/13/2017	3/12/2019
System and method for medical imaging informatics peer review system	US	US15/688688	8/28/2017	N/A
System and method for medical image interpretation	US	US16/563850	9/7/2019	4/6/2021
Medical image identification and interpretation	US	US16/563852	9/7/2019	12/15/2020
System and method for three-dimensional printing, holographic and virtual reality rendering from medical image processing	US	US16/360363	3/21/2019	9/17/2019
System and method for three-dimensional printing, holographic and virtual reality rendering from medical image processing	US	US16/533577	8/6/2019	2/11/2020
Medical image viewing system	US	US16/731872	12/31/2019	6/9/2020
Advanced medical image processing wizard	US	US16/029570	7/7/2018	10/27/2020
Cloud-based medical image processing system with tracking capability	US	US15/222282	7/28/2016	9/18/2018
Evolving contextual clinical data engine for medical information	US	US17/208985	3/22/2021	N/A
Touchless advanced image processing and visualization	US	US16/407083	5/8/2019	3/31/2020
CT data storage and processing system in a network environment	Japan	JP2002132072	4/1/2002	2/10/2011
Three-dimensional image display device that creates a three-dimensional image directly from the projection data of X-ray ct device	Japan	JP2002383174	12/12/2002	8/21/2009

<u>Description</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Issue Date</u>
Workflow template management for medical image data processing	Japan	JP2011524057	8/21/2009	4/18/2014
Cloud-based medical image processing system with anonymous data upload and download	Japan	JP2014557745	2/13/2013	2/24/2017
Displaying three- dimensional medical images	US	US09/860867	5/18/2001	11/30/2004
Three-dimensional image display device in network	US	US10/136536	5/1/2002	1/27/2004
Image based medical report system on a network	US	US10/241700	9/10/2002	4/24/2007
Reporting system in a networked environment	US	US10/845552	5/12/2004	2/17/2009
Three-dimensional image display device creating three- dimensional image directly from projection data	US	US11/177218	7/7/2005	6/26/2007
Workflow template management for medical image data processing	US	US12/196099	8/21/2008	2/5/2013
Workflow template management for medical image data processing	US	US13/734245	1/4/2013	10/21/2014
Workflow template management for medical image data processing	US	US14/485375	9/12/2014	10/30/2018
Cloud-based medical image processing system with access control	US	US13/396548	2/14/2012	3/25/2014
Cloud-based medical image processing system with tracking capability	US	US14/174115	2/6/2014	8/30/2016
Cloud-based medical image processing system with access control	Japan	JP2014557746	2/13/2013	11/25/2016
Integration of medical recording software and advanced image processing	Japan	JP2015514129	5/21/2013	11/27/2015
Cloud-based medical image processing system with anonymous data upload and download	US	US13/396550	2/14/2012	10/8/2013
Cloud-based medical image processing system with anonymous data upload and download	EPO	EP2013749145	2/13/2013	4/18/2018
Cloud-based medical image processing system with anonymous data upload and download	Germany	DE602013036102	2/13/2013	4/18/2018
Cloud-based medical image processing system with access control	Japan	JP2016224733	11/18/2016	6/6/2018
Integration of medical software and advanced image processing	US	US13/683868	11/21/2012	12/9/2014
Integration of medical software and advanced image processing	US	US14/533079	11/4/2014	4/18/2017
Advanced Medical Image Processing Wizard	Japan	JP2016516885	9/25/2014	10/26/2018
Evolved contextual clinical data engine for medical data processing	Japan	JP2016567616	5/14/2015	1/19/2018

<u>Description</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Issue Date</u>
Advanced medical image processing wizard	US	US14/495701	9/24/2014	7/17/2018
Touchless advanced image processing and visualization	Japan	JP2017539639	1/27/2016	2/22/2019
Evolving contextual clinical data engine for medical information	Japan	JP2018134692	7/18/2018	4/28/2020
Touchless advanced image processing and visualization	US	US15/007030	1/26/2016	12/12/2017
Touchless advanced image processing and visualization	Canada	CA2975089	1/27/2016	7/7/2020
Touchless advanced image processing and visualization	US	US15/799470	10/31/2017	8/13/2019
Touchless advanced image processing and visualization	Japan	JP2019023320	2/13/2019	6/26/2020
System and method for medical image informatics Peer Review	Japan	JP2019531569	8/29/2017	4/7/2021
Medical Image Identification and Interpretation	US	US 17/120772	12/14/2020	N/A

EXHIBIT C

Trademarks

<u>Description</u>	<u>Country</u>	<u>Serial Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
RWD360	US	88/367,279	04/02/2019	6,217,420	12/08/2020
RWE360 (WORD MARK)	US	88/367,410	04/02/2019	N/A	N/A
PROMETRICS (WORD MARK)	US	88/258,422	01/11/2019	5,999,867	03/03/2020
CONCERTAI (WORD MARK) CONCERTAI (DESIGN MARK)	US	90/455,755	01/08/2021	N/A	N/A
 ConcertAI	US	90/455,782	01/08/2021	N/A	N/A
THE SYSTEM OF EVIDENCE (WORD MARK)	US	97/203,476	1/5/2022	N/A	N/A
EVIDENCE GENERATION SYSTEM (WORD MARK)	US	97/203,528	1/5/2022	N/A	N/A
INTEGRATED EVIDENCE GENERATION (WORD MARK)	US	97/203,545	1/5/2022	N/A	N/A
MORPHABLE VIEWER (WORD MARK)	US	86/929,920	3/4/2016	5,063,159	10/18/2016
VIEWER FIRST (WORD MARK)	US	86/929,919	3/4/2016	5,063,158	10/18/2016
INTERACT+ (WORD MARK)	US	86/627,054	5/12/2015	5,010,756	8/2/2016
TERARECON (WORD MARK)	US	85/778,547	11/13/2012	4,541,566	6/3/2014
AQUARIUSNET (WORD MARK)	US	78/102,296	1/11/2002	2,729,158	6/24/2003
AQUARIUS WORKSTATION (WORD MARK)	US	76/322,419	10/9/2001	2,600,983	7/30/2002
VOLUMEPRO (WORD MARK)	US	75/689,265	4/23/1999	2,488,473	9/11/2001
INTUITION	EM	18335637	11/10/2020	18335637	3/30/2021
VIEWER FIRST	AU	1792367	8/25/2016	1792367	8/25/2016
MORPHABLE VIEWER	AU	1792386	8/25/2016	1792386	8/25/2016
VIEWER FIRST	EM	15774961	8/25/2016	15774961	12/28/2016

MORPHABLE VIEWER	EM	15774912	8/25/2016	15774912	12/28/2016
INTERACT+	EM	14784185	11/11/2015	14784185	9/3/2016
TERARECON	IN	2643634	12/16/2013	2643634	12/16/2013
TERARECON	AU	1566641	5/10/2013	1566641	5/10/2013
TERARECON	IL	257127	5/10/2013	257127	3/2/2015
TERARECON	PH	1165192	5/10/2013		7/31/2014
TERARECON	NZ	980342	5/10/2013	980342	11/13/2012
terarecon	SG	T1310821G	5/10/2013	T1310821G	4/29/2015
TERARECON	WIPO	1165192	5/10/2013	1165192	5/10/2013